

When recorded, return to:

DMB Associates, Inc.
Gainey Ranch Town Center II
7600 E. Doubletree Ranch Road, Suite 300
Scottsdale, Arizona 85258-2137
Attention: General Counsel

**AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
CENTERPOINT PLAZA**

This Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Centerpoint Plaza (this "**Amendment**") is made as of the _____ day of _____, 20___, by CENTERPOINT HOLDINGS LLC, a Delaware limited liability company, BREF BNK2 SOUTHWEST LLC, a Delaware limited liability company, HPTMI II PROPERTIES TRUST, a Maryland real estate investment trust, CITY OF TEMPE, an Arizona municipal corporation, CENTERPOINT LAND LLC, an Arizona limited liability company, ZARCALRES TEMPE, LLC, a Delaware limited liability company, ARIZONA BOARD OF REGENTS, FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY and HAMILTON CHASE – TEMPE, LLC, an Arizona limited liability company (collectively, the "**Existing Owners**").

RECITALS

A. The "**Declaration**" is that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Centerpoint Plaza recorded on July 9, 2001, at Document No. 2001-0610791, Official Records of Maricopa County, Arizona.

B. Pursuant to Section 5.2 of the Declaration, the unanimous consent of all Owners is required with respect to any amendment to the Declaration affecting the allocation of Common Area Maintenance Costs or the voting rights or requirements set forth in the Declaration.

C. The Existing Owners comprise all of the current Owners of Centerpoint Plaza, as those terms are defined in the Declaration, as of the date of this Amendment.

D. The Existing Owners desire to amend the Declaration pursuant to the terms and conditions set forth herein.

AMENDMENT

NOW, THEREFORE, the Existing Owners hereby amend the Declaration as follows:

1. Allocation of Common Area Maintenance Costs. The Existing Owners hereby declare that Sections 3.2.4 and 3.2.5 of the Declaration are hereby deleted in their entirety and the following substituted in lieu thereof:

3.2.4 The Common Area Maintenance Costs shall be allocated to and assessed against each Owner based upon a fraction with the denominator of each fraction to consist of the total of (i) one-fourth of the Rentable Square Feet of building space (defined below) contained in the Operations Portion of the Chase Operations Building, (ii) one-half of the Rentable Square Feet of building space contained in each building or portion of a building in Centerpoint Plaza (other than the Operations Portion of the Chase Operations Building) utilized for office purposes, (iii) one-half of the gross construction area of any building in Centerpoint Plaza (other than the Operations Portion of the Chase Operations Building) used for hotel purposes, (iv) one-eighth of the Saleable Area of any Improvements used or intended to be used for residential purposes on the Mixed Use Parcel, and (v) the total Rentable Square Feet contained in each other building or portion of a building in Centerpoint Plaza (other than those described in (i) through (iv) above, and other than parking structures and garages and any Common Areas buildings which shall not be included).

3.2.5 Given the denominator calculated as provided above, the fractional share of Common Area Maintenance Costs allocated to each Owner shall be determined by the following numerators:

(a) To the Owner of the Operations Portion of the Chase Operations Building, the numerator shall equal one-fourth of the Rentable Square Feet in the Operations Portion;

(b) To the Owner of any building or portion of a building in the Centerpoint Plaza (other than the Operations Portion of the Chase Operations Building) utilized for office purposes, the numerator shall equal one-half the Rentable Square Feet in such building or building portion;

(c) To the Owner of any building or portion of a building in the Centerpoint Plaza (other than the Operations Portion of the Chase Operations Building) operated for hotel purposes, the numerator shall equal one-half of the gross construction area of the building;

(d) To the Owner of any residential Improvements, the numerator shall equal one-eighth of the Saleable Area thereof; and

(e) To each Owner of each remaining building or portion of a building in the Centerpoint Plaza (other than those designated in (a) through (d) above and

other than parking garages or structures and any building that is Common Area), the numerator for each such building or portion of a building shall equal the Rentable Square Feet in each such building or building portion.

2. Operations Portion. Section 1.32 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

1.32 "Operations Portion" shall mean that portion of the Chase Operations Building originally utilized as an operations center regardless of whether of that portion of the building continues to be utilized for an operations center. The Operations Portion shall be deemed to contain 60,880 Rentable Square Feet (as defined in Section 3.2.11) of building space.

3. Notices. BREOF BNK2 Southwest LLC ("**BREOF**") hereby provides notice that all notices shall be delivered to BREOF, as the successor-in-interest to Chase under the Declaration, at:

c/o Brookfield Real Estate Opportunity Fund
Brookfield Place, Suite 300
181 Bay Street
Toronto, Ontario M5J 2T3
Attention: Asset Manager

and

c/o Brookfield Real Estate Opportunity Fund
Three World Financial Center
200 Vesey Street, 11th Floor
New York, NY 10281

4. Annexation. The Existing Owners hereby consent and agree that the northern portion of Lot 7E described on Exhibit "A" attached hereto and made a part hereof is annexed and submitted and hereafter shall be subject to the terms and provisions of the Declaration, and Section 5.4 of the Declaration is hereby deemed amended accordingly.

5. Capitalized Terms. Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the meanings set forth in the Declaration.

6. No Further Amendment. Except as expressly amended hereby, all other provisions of the Declaration as originally written shall remain in full force and effect.

7. Inurement. This Amendment shall be binding upon and inure to the benefit of the successors and assigns, if any, of the respective parties hereto.

IN WITNESS WHEREOF, the Existing Owners have caused this Amendment to be duly executed as of the date first above written.

CENTERPOINT HOLDINGS LLC, a Delaware limited liability company, successor by merger with Centerpoint Plaza Limited Partnership, an Arizona limited partnership, successor by merger with CPT Development Partners Limited Partnership, an Arizona limited partnership

By: DMB Consolidated Holdings, L.L.C., an Arizona limited liability company, its Manager

By: DMB Associates, Inc., an Arizona corporation, its Manager

By: _____
Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of DMB Associates, Inc., an Arizona corporation, the Manager of DMB Consolidated Holdings, L.L.C., an Arizona limited liability company, the Manager of CENTERPOINT HOLDINGS, LLC, a Delaware limited liability company, successor by merger with Centerpoint Plaza Limited Partnership, an Arizona limited partnership, successor by merger with CPT Development Partners Limited Partnership, an Arizona limited partnership, for and on behalf thereof.

Notary Public

My Commission Expires:

Additional Signature and Notary Pages Attached

HPTMI II PROPERTIES TRUST, a Maryland
real estate investment trust

By:

Its:

Ethan Rosen
Senior Vice President

STATE OF Mass)
County of Middlesex) ss.

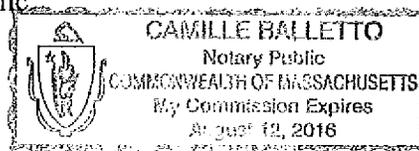
On this, the 26th day of June, 2012, before me, the undersigned Notary Public, personally appeared Ethan Rosen, the Se V.P. of HPTMI II PROPERTIES TRUST, a Maryland real estate investment trust, and acknowledged that he/she executed the within and foregoing instrument for and on behalf of the companies, being authorized so to do, for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Camille Balletto

Notary Public

My Commission Expires:



Additional Signature and Notary Pages Attached

CITY OF TEMPE, an Arizona municipal corporation

By: _____
Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of CITY OF TEMPE, an Arizona municipal corporation, for and on behalf thereof.

Notary Public

My Commission Expires:

Additional Signature and Notary Pages Attached

ZARCALRES TEMPE, LLC, a Delaware limited liability company

By: Zarcalsres, LLC, a Delaware limited liability company, its Manager

By: Zarembe Multifamily, LLC, a Delaware limited liability company, its Manager

By: _____
Printed Name: _____
Its: _____

STATE OF OHIO)
) ss.
County of Cuyahoga)

On February ____, 2011, before me, _____ a Notary Public, personally appeared _____, personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

Additional Signature and Notary Page Attached

CENTERPOINT LAND LLC, an Arizona limited liability company

By: DMB Associates, Inc., an Arizona corporation, its Manager

By: _____
Printed Name: _____
Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of February, 2011, by _____, the _____ of DMB Associates, Inc., an Arizona corporation, the manager of CENTERPOINT LAND LLC, an Arizona limited liability company, for and on behalf thereof.

Notary Public

My Commission Expires:

ARIZONA BOARD OF REGENTS, FOR AND
ON BEHALF OF ARIZONA STATE
UNIVERSITY

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ the _____ of ARIZONA BOARD OF REGENTS, FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY, for and on behalf thereof.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

Additional Signature and Notary Pages Attached

Exhibit "A"

Legal Description of the Northern Portion of Lot 7E

All of the North 64 feet of Lot 7E as reflected on the Final Plat for Centerpoint Plaza, recorded in the official records of Maricopa County, Arizona, in Book 544 at page 27, as modified by Ratification and Correction of Final Plat for Centerpoint Plaza, recorded in the official records of Maricopa County, Arizona, as Instrument No. 2001-445812, and Ratification of Final Plat for Centerpoint Plaza, recorded in the official records of Maricopa County, Arizona, as Instrument No. 2001-576992.