

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 5

DATE

April 2, 2012

TO LEASE NO.  
GS-09B-02625

ADDRESS OF PREMISES, 6970/6990 South Palo Verde Road, Tucson, AZ 85756-5006

THIS AGREEMENT, made and entered into this date by and between Palo Verde Corona, LLC

whose address is c/o M.A.S. Real Estate Services  
4750 N. Oracle Road, Suite 210  
Tucson, AZ 85705

Herein after called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended,  
Upon execution by the Government, as follows;

The purpose of this Supplement Lease Agreement (SLA) 5 is to correct the address of premises, adjust the rentable and ANSI/BOMA square feet based on final field measurements, establish beneficial occupancy for Block A and Block B, reconcile the tenant improvement costs, and adjust the rental rates and commission accordingly. Therefore, paragraphs 1, 4, 9, 10 and 26 are hereby deleted in their entirety and replaced with the following:

1. The Lessor hereby leases to the Government the following described premises:  
63,501 rentable square feet (r.s.f.), yielding 58,397 ANSI/BOMA Office Area square feet and related space located in single story building known as Block A and Block B at 6970/6990 South Palo Verde Road, Tucson, AZ 85756-5006, together with one hundred fifty-four (154) onsite surface parking spaces, which shall include one hundred forty (140) covered, secured parking spaces, fourteen (14) parking spaces reserved for government vehicles, as depicted on the attached site plan (Exhibit B) (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
4. The Government may terminate this lease in whole or in part effective any time after November 30, 2021 by giving at least ninety (90) days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

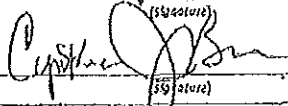
Continued on Page 2

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Palo Verde Corona, LLC

BY

IN WITNESS OF

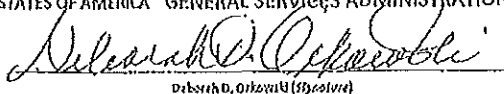
  
(Signature)  
(Signature)

Member/Manager  
(Title)

2020 W. Ruidas III Rd., Tucson, AZ 85704  
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

  
Deborah D. Ortiz (Signature)

Lease Contracting Officer  
(Official Title)

9. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on December 1, 2011 through November 30, 2026 in accordance with the Paragraph entitled "Acceptance of Space" herein, subject to termination rights as may be hereinafter set forth.

The total square footage has been broken out into two (2) blocks as follows:

Block A: Effective December 1, 2011, the Government occupied a total of 31,176 rentable square feet of office and related space, which yields 28,670 ANSI/BOMA Office Area square feet (USF).

Block B: Effective February 16, 2012, the Government occupied an additional 32,325 rentable square feet of office and related space, which yields 29,727 ANSI/BOMA Office Area square feet, for a total of 63,501 rentable square feet of office and related space, which yields 58,397 ANSI/BOMA Office Area square feet (USF).

10. The Government shall pay the Lessor monthly in arrears in accordance with the following tables:

BLOCK A - 31,176 RSF				
Dec. 1, 2011 - Nov. 30, 2021	COST/YEAR	COST/MONTH	31,176 COST/RSF	28,670 COST/USF
Shell	\$ 463,679.90	\$ 38,639.99	\$ 14.872976	\$ 16.173000
Cost of Services	165,514.66	13,792.89	5.309041	5.773096
Tenant Improvement Allowance	111,460.15	9,288.35	3.575191	3.887693
Building Specific Security	4,127.64	343.97	0.132398	0.143971
<b>Total Annual Rent</b>	<b>\$ 744,782.36</b>	<b>\$ 62,065.20</b>	<b>\$ 23.889606</b>	<b>\$ 25.977759</b>

BLOCK B - 32,325 RSF				
Feb. 16, 2012 - Nov. 30, 2021	COST/YEAR	COST/MONTH	32,325 COST/RSF	29,727 COST/USF
Shell	\$ 480,768.95	\$ 40,064.08	\$ 14.872976	\$ 16.172804
Cost of Services	171,614.75	14,301.23	5.309041	5.773026
Tenant Improvement Allowance	117,370.09	9,780.84	3.630939	3.948266
Building Specific Security	4,346.50	362.21	0.134463	0.146214
<b>Total Annual Rent</b>	<b>\$ 774,100.29</b>	<b>\$ 64,508.36</b>	<b>\$ 23.947418</b>	<b>\$ 26.040310</b>

BLOCK A & B - 63,501 RSF				
Dec. 1, 2021 - Nov. 30, 2026	COST/YEAR	COST/MONTH	63,501 COST/RSF	58,397 COST/USF
Shell	\$1,137,363.81	\$ 94,780.32	\$ 17.910959	\$ 19.476408
Cost of Services	337,129.41	28,094.12	5.309041	5.773060
Tenant Improvement Allowance	-	-	-	-
Building Specific Security	-	-	-	-
<b>Total Annual Rent</b>	<b>\$1,474,493.22</b>	<b>\$ 122,874.44</b>	<b>\$ 23.220000</b>	<b>\$ 25.249469</b>

- For months zero (0) through five (5) for each Block, the Lessor has provided free rent.
- For months six (6) through one hundred twenty (120), annual rent of \$1,518,882.66 at the rate of \$126,573.56 shall be paid per month in arrears.
- For months one hundred twenty-one (121) through one hundred eighty (180), annual rent of \$1,474,493.22 at the rate of \$122,874.44 per month in arrears.
- Rent for a lesser period shall be prorated.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
 LESSOR GOV'T

Rent shall be payable to:

Palo Verde Corona, LLC  
2020 W. Ruidasil Rd  
Tucson, AZ 85704-7800

26. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 10 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

~~Sixth~~ Month's Rental Payment Is: *6th* July 2012 *[Signature]*

	Monthly Rent	Commission Credit	Adjusted Month's Rent
Block A	\$62,065.20	[REDACTED]	[REDACTED]
Block B	\$64,508.36	[REDACTED]	[REDACTED]
Totals	\$126,573.56	[REDACTED]	[REDACTED]

~~Seventh~~ Month's Rental Payment Is: *7th* August 2012 *[Signature]*

	Monthly Rent	Commission Credit	Adjusted Month's Rent
Block A	\$62,065.20	[REDACTED]	[REDACTED]
Block B	\$64,508.36	[REDACTED]	[REDACTED]
Totals	\$126,573.56	[REDACTED]	[REDACTED]

~~Eighth~~ Month's Rental Payment Is: *8th* September 2012 *[Signature]*

	Monthly Rent	Commission Credit	Adjusted Month's Rent
Block A	\$62,065.20	[REDACTED]	[REDACTED]
Block B	\$64,508.36	[REDACTED]	[REDACTED]
Totals	\$126,573.56	[REDACTED]	[REDACTED]

~~Ninth~~ Month's Rental Payment Is: *9th* October 2012 *[Signature]*

	Monthly Rent	Commission Credit	Adjusted Month's Rent
Block A	\$62,065.20	[REDACTED]	[REDACTED]
Block B	\$64,508.36	[REDACTED]	[REDACTED]
Totals	\$126,573.56	[REDACTED]	[REDACTED]

All other terms and conditions of the lease shall remain in force and effect.

INITIALS: *[Signature]* & *[Signature]*  
LESSOR GOVT