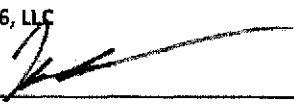
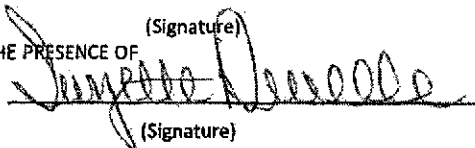
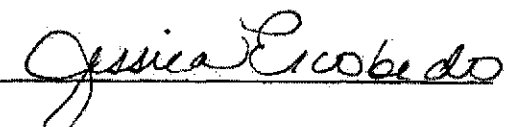


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AMENDMENT	Supplemental Amendment No. 1	Date: <div style="font-size: 1.5em; font-family: cursive;">1/31/2012</div>
		TO LEASE NO. GS-09B-02698
ADDRESS OF PREMISES 1801 West Route 66, 1st Floor Flagstaff, AZ 86001-8571		
THIS AGREEMENT, made and entered into this date by and between LOCI 66, LLC whose address is 3 N Leroux Street, Suite 201 Flagstaff, AZ 86001 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease to update the square footage to reflect the re-measurement, restate annual rent, remove the secured parking requirement, and adjust the ceiling height requirement. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>upon Government execution</u> , as follows: Therefore, Paragraph 1 of the SF2 is hereby deleted and replaced with the following paragraph. 1. The lessor hereby leases to the Government the following described premises: 4,647 rentable square feet (yielding 4,477 ABOA) and related space, Exhibit A (Space Plan) located on the First (1 st) Floor at LOCI, 1801 West Route 66, Flagstaff, AZ 86001-8571, together with eight (8) unsecured onsite surface parking spaces, as depicted on the attached First generation Blue Line Plan (Exhibit B) and Site Plan, Exhibit C (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.		
Page 1 of 2		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: LOCI 66, LLC BY: 	by <u>Mary Herman, Trustee of Mary Herman Family Trust #1, dated 9/17/85, as amended, as Manager of LOCI 66, LLC.</u>	
IN THE PRESENCE OF  (Signature)	(Title) <u>3 N Leroux St #201 Flagstaff, AZ</u> (Address)	
UNITED STATES OF AMERICA By: 		
CONTRACTING OFFICER _____		

Paragraph 10 of the SF2 is hereby deleted and replaced with the following paragraph:

10. The Government shall pay the Lessor annual rent as follows:

	Annual Rent (Years 1-3)	Monthly Rent (Years 1-3)	Annual Rent (Years 4-5)	Monthly Rent (Years 4-5)
Shell Rental Rate	\$70,687.72	\$5,890.64	\$58,280.80	\$4,856.73
TI Rental Rate	\$47,647.03	\$3,970.59	\$0	\$0
Building Specific Security	\$0	\$0	\$0	\$0
Base Operating Cost Rate	\$36,084.00	\$3,007.00	\$36,084.00	\$3,007.00
Full Service Rent	\$154,418.75	\$12,868.23	\$94,364.80	\$7,863.73

Rent for a lesser period shall be prorated. Rent shall be payable to:

LOCI 66, LLC
3 N. Leroux Street, Suite 201
Flagstaff, AZ 86001

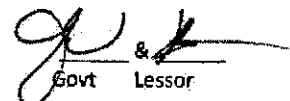
Paragraph 6.7 of the SFO is hereby deleted and replaced with the following:

6.7 Ceilings shall be at least (7) feet, ten (10) inches and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.

Paragraph 12 of the SF2 is hereby deleted and replaced with the following paragraph:

12. Tax Adjustment: Pursuant to Paragraph 4.2, "Tax Adjustment," for purposes of tax escalation, the Government occupies 4,647/89,812.44 rentable square feet (19.3%).

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


Govt Lessor