

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT  
NO.4

DATE

5/3/2012

TO LEASE NO.  
GS-09B-02698

ADDRESS OF PREMISES, 1801 West Route 66, 1<sup>st</sup> 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 86001-8571

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 to establish the termination dates, establish beneficial occupancy, and restate the rent table and commission and commission paragraph for the above mentioned premises:

NOW THEREFORE, said Lease is amended effective, May 2, 2012, as follows;

**Paragraph 4 of the SF2 will be deleted and replaced in its entirety with the following:**

4. The Government may terminate this lease in whole or in part effective any time after May 2, 2015, of this lease 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.

**Paragraph 9 of the SF2 will be deleted and replaced in its entirety with the following:**

9. **TO HAVE AND TO HOLD** the premises with their appurtenances for the term beginning on May 2, 2012 through May 1, 2017, in accordance with the Paragraph entitled "Acceptance of Space" herein, subject to termination rights as may be hereinafter set forth.

CONTINUED ON PAGE 2

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

LESSOR : LOCI 66, LLC

BY

(Signature)

IN PRESENCE OF

(Signature)

by Maury Herman, Trustee of Maury  
Herman Family Trust #1, dated  
9/17/85, as amended, as Manager of  
LOCI 66, LLC. (Title)

3 N Leroux Street, S<sup>te</sup> 201, Flagstaff  
AZ 86001 (Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

Jessica Escobedo

(Signature)

Lease Contracting Officer

(Official Title)

Paragraph 10 of Supplemental Lease Agreement 1 is hereby restated:

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
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 25 of the SF2 is hereby restated:

**25. COMMISSION AND COMMISSION CREDIT:**

The Lessor and the Broker have agreed to a cooperating lease commission of four [REDACTED] percent 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 forty [REDACTED] percent 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.

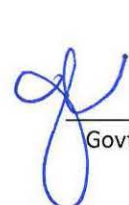
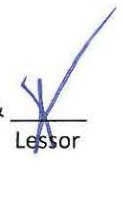
Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$12,868.23 minus prorated Commission Credit of [REDACTED] equals [REDACTED] 8 adjusted First Month's Rent

Second Month's Rental Payment \$12,868.23 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

Full rent consideration will be paid beginning month three.

All other terms and conditions remain in full force and effect.

 &   
Govt & Lessor