GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT NO. 1	DATE 5-11-2012
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS-09B-02895	

ADDRESS OF PREMISES: 5710 W. Chandler Blvd., Chandler, Arizona 85226

THIS AGREEMENT, made and entered into this date by and between Chandler Midway III, LP

whose address is: 12651 High Bluff Drive, #250
San Diego, CA 92130

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

WHEREAS, the parties hereto desire to amend the above Lease and to record the Notice to Proceed and provide Lump Sum Payment Procedures, amend the ABOA square footage and rentable square footage of the premises, and amend the annual rent.

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

Paragraphs 1, 3, 12, and 24 are deleted and replaced as follows.

1. The Lessor hereby leases to the Government the following described premises:
38,440 rentable square feet (r.s.f.), yielding approximately 36,143 ANSI/BOMA Office Area square feet and related space located at 5710 W. Chandler Blvd., Chandler Arizona 85226, together with one hundred ninety four (194) onsite surface parking spaces, as depicted on the attached Exhibit A (the "Premises").

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

Years	Shell Rate (r.s.f. per year)	Annual Base Year Service Cost (r.s.f. per year)	Annual Amortized T.I.'s (r.s.f. per year)	Annual Total Rent (r.s.f. per year)	Total Monthly Rent	Total Annual Rent
1 – 5	$7.46	$4.60	$8.07	$20.13	$64,483.10	$ 773,797.20
6 - 10	$16.97	$4.60	$0.00	$21.57	$69,095.90	$ 829,150.80

The Government shall pay rent monthly, in arrears. Rent for a lesser period will be prorated. The cost for the 194 parking spaces referenced In Paragraph 1 of this SF-2 are included in the Shell Rent.

Rent checks shall be payable to:

Chandler Midway III, LP
12651 High Bluff Drive, #250
San Diego, CA 92130

12. TAX ADJUSTMENT: Pursuant to Paragraph 4.2 of SFO Number 1AZ2003, "Tax Adjustment," for purposes of tax escalation, the Government occupies **38,440/55,899** rentable square feet (68.77%).

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

Continued on page 2, attached

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

LESSOR: Chandler Midway III, LP

BY _____ (Signature) — Chandler Midway III, LP (Owner)

IN THE PRESENCE OF _____ (Signature) — _____ (Owner)

UNITED STATES OF AMERICA: **GENERAL SERVICES ADMINISTRATION**

BY _____ (Signature) — _____ CONTRACTING OFFICER (Title)

24. COMMISSION AND COMMISSION CREDIT: In accordance with SFO Paragraph 2.3. Broker Commission and Commission Credit, UGL Services Equis Operations Co. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [redacted], and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties, executed on May 13, 2011. Due to the Commission Credit described in SFO Paragraph 2.3.B, only [redacted] of the Commission, will be payable to UGL Services Equis Operations Co. with the remaining [redacted] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of this Lease, 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 apply to the first month of the rental payments as indicated in this schedule for adjusted Monthly Shell Rent:

First Month's Shell Rental Payment is $23,896.87 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Shell Rent.

Second Month's Shell Rental Payment is $23,896.87 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Shell Rent.

Third Month's Shell Rental Payment is $23,896.87 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Shell Rent.

Fourth Month's Shell Rental Payment is $23,896.87 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Fourth Month's Shell Rent.

Fifth Month's Shell Rental Payment is $23,896.87 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Fifth Month's Shell Rent.

Paragraphs 27 and 28 are added:

27. This SLA records the Notice to Proceed with Tenant Improvements, effective upon execution of this SLA 1. Lessor agrees to complete the Tenant Improvements in accordance with all terms and conditions of the Lease and Government reviewed Construction Drawings for a total cost of $2,063,985.00. $1,337,267.68 of the Tenant Improvement costs shall be amortized into the rent at a rate of 6% over the 60 month firm term of the Lease per Lease Paragraph 17. The Government shall make a lump sum payment for the remaining $726,717.32 of the Tenant Improvement costs. No additional payments for Tenant Improvements shall be paid unless it is a change order approved by the Contracting Officer with a Supplemental Lease Agreement.

28. Upon completion and acceptance of the Tenant Improvements identified herein, the Lessor shall submit for Lump Sum Payment one original and one copy of the invoice for the Lump Sum Payment. Lessor shall contact the GSA Contracting Officer for the "PS Number" which must be annotated on the invoice. The original invoice, in an amount not to exceed $726,717.32, shall be submitted via the GSA Financial website at www.finance.gsa.gov.

A copy of the invoice shall be simultaneously submitted to GSA at:

GSA, Realty Services

300 West Congress St., Suite 5W (FB-36)

Tucson, AZ 85701

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

 Lessor _____ Government _____