

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 11
	TO LEASE NO. GS-09B-02854 BLDG NO. AZ8316
ADDRESS OF PREMISES: 4475 South Coach Drive Tucson, AZ 85714-3419	PDN Number:

**THIS AGREEMENT**, made and entered into this date by and between **Archway II, LLC**

whose address is: 6161 Syracuse Way #330, Greenwood Village, CO 80111-4755  
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 establish beneficial occupancy, amend termination rights, increase the operating costs and adjust the full rental rate, commission and commission credit accordingly.

**NOW THEREFORE**, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows::


**The following paragraph is hereby deleted in its entirety and replaced with the following:**

3. The Government shall pay the Lessor annual rent of \$0.00 at the rate of \$0.00 per month in arrears for Months 1 through 4. The Government shall pay the Lessor annual rent of \$498,030.00 at the rate of \$41,502.50 per month in arrears for Months 5 through 180.

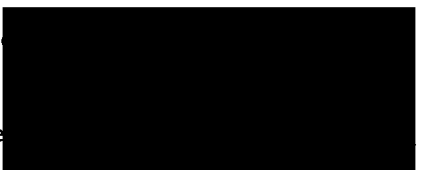
This Lease Amendment contains {3} pages.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

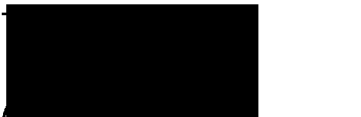
**FOR THE LESSOR:**

Signature:   
Name: MARY E. HUKAMP  
Title: MANAGING MEMBER  
Entity Name: ARCHWAY II LLC  
Date: 5-8-2013

**FOR THE**

Signature:   
Name: [Redacted]  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, Phoenix, AZ  
Date: 5/16/13

**WITNESSED FOR**

Signature:   
Name: VAN C. RAY  
Title: MANAGING MEMBER  
Date: 5/8/2013

	Months 1-4		Months 5-120		Months 121-180	
	\$/Year	\$/Month	\$/Year	\$/Month	\$/Year	\$/Month
Shell	\$0.00	\$0.00	\$327,630.30	\$27,302.53	\$413,630.00	\$34,469.17
Cost of Services	\$0.00	\$0.00	\$84,400.00	\$7,033.33	\$84,400.00	\$7,033.33
Tenant Improvement Allowance	\$0.00	\$0.00	\$81,418.67	\$6,784.89	\$0.00	\$0.00
Building Specific Security	\$0.00	\$0.00	\$4,581.03	\$381.75	\$0.00	\$0.00
Total Annual Rent	\$0.00	\$0.00	\$498,030.00	\$41,502.50	\$498,030.00	\$41,502.50
Full service Rent per RSF	\$0.00/RSF		\$29.186005626/RSF		\$29.186005626/RSF	

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

Archway II LLC  
6161 Syracuse Way #330  
Greenwood Village, CO 80111-4755

The following paragraph is hereby deleted in its entirety and replaced with the following:

4. The Government may terminate this lease, in whole or in part, effective any time on or after April 1, 2023, 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.

The following paragraph is hereby deleted in its entirety and replaced with the following:

9. **TO HAVE AND TO HOLD** the Premises with their appurtenances for the term beginning on April 2, 2013 through April 1, 2028 in accordance with the Paragraph entitled "Acceptance of Space" herein, subject to termination rights as may be hereinafter set forth.

The following paragraph is hereby deleted in its entirety and replaced with the following:

12. **Operating Costs:** Pursuant to Paragraph 4.3, "Operating Costs", the base rate for purposes of operating cost escalation is established at \$84,400.00 per year or \$4.946085 per rentable square foot per annum.

The following paragraph is hereby deleted in its entirety and replaced with the following:

22. **COMMISSION AND COMMISSION CREDIT:** The Lessor and the Broker have agreed to a cooperating lease commission of [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 [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 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:

INITIALS: MA  
LESSOR

& EW  
GOV'T

Fifth Month's Rental Payment \$41,502.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rental payment.

Sixth Month's Rental Payment \$41,502.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Sixth Month's Rental payment.

Seventh Month's Rental Payment \$41,502.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Seventh Month's Rental payment.

Eighth Month's Rental Payment \$41,502.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Eighth Month's Rent payment.

INITIALS: MA  
LESSOR

&

Edw  
GOV'T