

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT No. 12

DATE

8-15-11

TO LEASE NO. GS-09B-01910

ADDRESS OF PREMISES: 275 North Commerce Park Loop
Tucson, AZ 85745-2796

THIS AGREEMENT, made and entered into this date by and between QIP TUCSON OFFICE I, LLC

whose address is: 12851 Foster Street
Overland Park KS 66213

hereinafter 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 considerations hereinafter mentioned covenant and agree that the said lease is amended, effective on the day the Government signs Supplemental Lease Agreement Number 12, as follows:

Paragraph Number 46 is hereby added to the lease contract as follows:

46. The Lessor shall provide all labor, materials, professional design fees and permits to furnish, install and maintain all changes identified in Tenant Work Request (TWR) Numbers 8, 16, 25, 32r1, and 36; along with resolution of Debits and Credits:

| | | |
|---|---------------------------------|----------------|
| TWR #8 : Resolution of Debits and Credits: | Credit due to the Government: | (\$261,480.24) |
| TWR #16: Millwork in 27-50 Mailroom: | Cost of TWR: | ██████████ |
| TWR #25: Floor Finish Changes: | Cost of TWR: | ██████████ |
| TWR #32r1: Roof Antenna Credit: | Credit due to the Government: | ██████████ |
| TWR # 36: Additional shelving in supply room: | Cost of TWR: | ██████████ |
| | Remaining Credit to Government: | (\$211,398.24) |

Payment for Lumpsum costs associated with reimbursable work items; the Lessor is hereby notified that the Lessor submit for Lumpsum Payments, an original and one copy of the invoice for the reimbursable work items, including the annotation of PS Number "PS _____", on the invoice covering SLA #12 by reference Tenant Work Request # 8, 16, 25, 32r1, and 36.

The original invoice shall be remitted to: GSA, Greater Southwest Finance Center (7BCP), and P.O. Box 17181, Ft. Worth, TX 76102. A copy of the invoice shall be concurrently submitted to the GSA Contracting Officer at:
GSA, Real Estate Division (9PE), 600 Las Vegas Blvd., South, Suite 600, Las Vegas, NV 89101.

Title to any and all alterations and tenant improvements for which the Government will make a Lumpsum payment shall vest in the government. The Government at any time can remove these items. The Lessor waives restoration in connection with these items. Unless provided by the Lessor under this lease. If after the lease term of any extensions, or succeeding lease term, the government elects to abandon these items in place, title shall pass to the Lessor.

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

LESSOR: QIP TUCSON OFFICE I, LLC

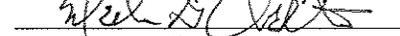
BY


(Signature)

CEO

(Title)

IN THE PRESENCE OF (witnessed by)


(Signature)

12851 FOSTER ST, OVERLAND PARK, KS, 66213
(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, Public Buildings Service.

BY


DEBORAH D. ORKOWSKI

Contracting Officer, GSA