

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT No. 2

DATE 11.10.10

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 to amend certain of the General Clauses.

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

A. General Clauses, Paragraph 2, Subletting and Assignment (SEP 1999) is hereby modified as follows:

2. 552.27—5-Subletting

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. Subletting of all or the majority of the Premises to any private sector individuals or businesses shall be subject to the Lessor's prior written consent, which consent shall not be unreasonably withheld. In determining whether to approve of a proposed sublease to a private sector individual or business, the Lessor shall approve of any creditworthy proposed sublessee (hereinafter sometimes referred to collectively as "transferee"), as long as the transferee intends to use the space in a manner reasonably compatible with the overall facility in which the Government is located (e.g. for general office uses in an office building or retail uses in a shopping center). For purposes of this Lease, "creditworthiness" shall be defined to mean a transferee who the Lessor has reasonably determined has a financial condition which will allow such transferee to afford the rent and other obligations under the Lease as they come due and shall not be confined to proposed transferee(s) with a creditworthiness comparable to that of the United States of America. Any failure of the Lessor to approve or disapprove of a proposed subletting within fifteen (15) calendar days of the date that the Government sent written notice thereof to the Lessor shall be deemed consent by the Lessor to such proposed subletting.

The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease ~~excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.~~

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.

CONTINUED PAGE 1 OF 3

LESSOR: QIP TUCSON OFFICE I, LLC

BY Carl J. Wilentz  
(Signature)

CEO  
(Title)

IN THE PRESENCE OF (witnessed by:)

[Signature]  
(Signature)

12851 Foster St., Overland Park, KS 66200  
(Address)

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

BY Deborah D. Orkowski  
DEBORAH D. ORKOWSKI

Contracting Officer, GSA

11.10.10