

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT  
No. 1

DATE

3/2/2009

TO LEASE NO GS-09B-02291

ADDRESS OF PREMISES: 1501 E. Buckeye Road, Phoenix, AZ 85034

THIS AGREEMENT, made and entered into this date by and between Victorina LLC, An Arizona Limited Liability Company whose address is: 4404 North Central Avenue, Space 3, Phoenix, AZ 85012

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 consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective February 3, 2009, for the Lessor to complete Design Intent Drawings.

Paragraph 3.16B of the Solicitation for Offers, made apart of and attached to the Lease, is deleted and the following substituted therefore.

3.16B. DESIGN INTENT DRAWINGS

1. The Lessor shall prepare, as part of tenant improvement cost, and provide to the Government, for the Government's approval, design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government-demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) finish types. Design intent drawings shall be due from the Lessor by **February 25, 2009**.

2. Review. The Government retains the right to review, approve, and request modifications (if necessary) to the Lessor's design intent drawings prior to the Lessor's commencement of working/construction drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of the SFO and the agency's needs as they apply to the specific leased space. The Government shall perform all reviews of design intent drawings within **15 working days** of receipt of such from Lessor. Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall have **10 working days** to cure all noted defects before returning the design intent drawings to the Government for a subsequent review. Upon approval of the design intent drawings, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence working/construction drawings for the space. At the sole discretion of the Government, the Lessor will be required to submit a budget proposal, based on the Tenant Improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within **10 working days** of the Government's approval of Design Intent Drawings. Delay of receipt of such proposal shall result in a Lessor delay."

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

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Victorina, LLC by Space Asset; by Phoenix Trash & Garbage  
BY [Signature] (Signature) Slaine McFarland (Print Name and Official title)  
IN PRESENCE OF: [Signature] (Signature) Michael Hissett (Print Name and Official title)  
UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service  
BY Jessica Escobedo (Signature) Contracting Officer (Official title)