

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT  
No. 1

DATE

1/7/2010

TO LEASE NO GS-09B-02329

ADDRESS OF PREMISES: 345 River Run, Flagstaff, AZ 86001-5826

THIS AGREEMENT, made and entered into this date by and between **345 S RIVER RUN RD, LLC** an Arizona Limited Liability Company

whose address is: 3111 North Cayden Court  
Flagstaff, AZ 86004

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 the described premises, amend the annual rent, correct the percentage of occupancy, record the Notice to Proceed and provide Lump Sum Payment Procedures.

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:

Paragraphs 1, 3 and 11 are deleted in their entirety and replaced as follows:

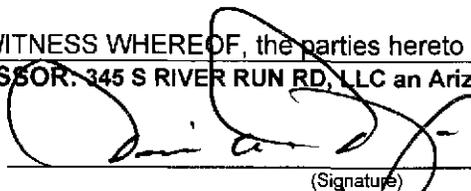
1. The Lessor hereby leases to the Government the following described premises:  
2,510 rentable square feet (r.s.f.), yielding approximately 1,644 ANSI/BOMA Office Area square feet and related space located on the Second Floor (Suite 220) at 345 River Run, Flagstaff, Arizona 86001-5826, together with 4 onsite secured surface parking spaces, as depicted on the attached Floor Plan (Exhibit A) (the "Premises"), to be used for SUCH PURPOSES AD DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
3. The Government shall pay the Lessor annual rent as follows:  
  - For years 1 through 5, annual rent of \$86,846.00 at the rate of \$7,237.17 per month in arrears.
  - For years 6 through 10, annual rent of \$75,726.70 at the rate of \$6,310.56 per month in arrears.
11. Tax Adjustment: Pursuant to Paragraph 3.15, "Tax Adjustment GSAM 552.270-24," for purposes of tax escalations, the Government occupies 2,510/21,000 rentable square feet (11.95%).

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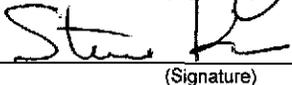
All other terms and conditions of the lease shall remain in force and effect.

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

LESSOR: 345 S RIVER RUN RD, LLC an Arizona Limited Liability Company

BY  \_\_\_\_\_  
(Signature)

*Member*  
DENNIS A. DIXON 345 RIVER RD, LLC  
(Print Name and Official title)

IN PRESENCE OF:  \_\_\_\_\_  
(Signature)

STEVE KEITH, NOTARY  
(Print Name and Official title)

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

BY  \_\_\_\_\_  
(Signature)

Contracting Officer  
(Official title)

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

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No. 1

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11/7/2010

TO LEASE NO GS-09B-02329

Paragraphs 21 and 22 have been added as follows:

21. This SLA records the Notice to Proceed with Tenant Improvements effective December 23, 2009. Lessor agrees to complete Tenant Improvements in accordance with all terms and conditions of the Lease and Government reviewed Construction Documents for a total cost of **\$164,170.03**. \$84,253.48 (\$39.00/ABOA) is amortized in the rent as stated in Lease paragraph 3 at a rate of 8% over the 60 month firm term of the Lease. The Government shall make a lump sum payment for the remaining \$79,916.55 of Tenant Improvement costs per Lease paragraph 22. 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.

22. Upon completion and acceptance of 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 \$79,916.55 shall be submitted via the GSA Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov).

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

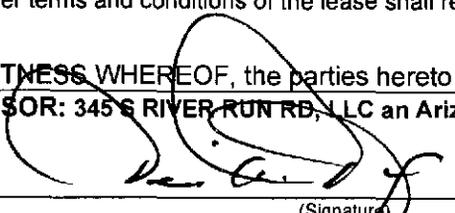
GSA, Real Estate Acquisition Division  
401 West Washington St., Suite 170 (SPC 25)  
Phoenix, AZ 85003

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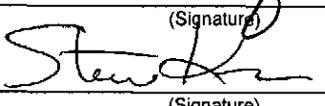
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LESSOR: 345 S RIVER RUN RD, LLC an Arizona Limited Liability Company

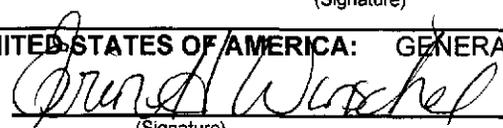
BY  \_\_\_\_\_  
(Signature)

*Member*  
DENNIS A. DIXON 345 RA LLC  
RD.  
(Print Name and Official title)

IN PRESENCE OF:  \_\_\_\_\_  
(Signature)

STEVE KEITH, NOTARY  
(Print Name and Official title)

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

BY  \_\_\_\_\_  
(Signature)

Contracting Officer  
(Official title)