

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT  
No. 5

DATE

7/9/2010

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 Caden 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 correct the described premises, authorize change orders 1, 3, 5, 7, 8, 9 and 10, and correct the commission credit paragraph.

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, 20, 22 and 23 are deleted in their entirety and the following substituted therefore:

1. The Lessor hereby leases to the Government the following described premises:  
2,510 rentable square feet (r.s.f.), yielding approximately 2,160 ANSI/BOMA Office Area square feet and related space located on the Second Floor (Suite 210) 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.

20. COMMISSION AND COMMISSION CREDIT:

The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] 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] 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 3 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:

First Month's Rental Payment \$7,237.17 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent

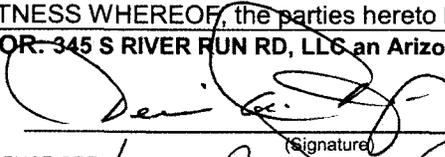
Second Month's Rental Payment \$7,237.17 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent~

-CONTINUED ON PAGE 2 OF 2-

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

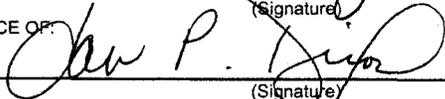
BY



(Signature)

DENNIS A. DIXON (Member)  
(Print Name and Official title)

IN PRESENCE OF:



(Signature)

JAN P. DIXON (MEMBER)  
(Print Name and Official title)

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

BY



(Signature)

Contracting Officer  
(Official title)

GENERAL SERVICES ADMINISTRATION  
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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 \$84,906.00 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

23.

	Total Lump Sum Cost	84,906.00

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]  
(Signature)

JENNIFER A. DIXON Member  
(Print Name and Official title)

IN PRESENCE OF [Signature]  
(Signature)

JAN P. DIXON MEMBER  
(Print Name and Official title)

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

BY [Signature]  
(Signature)

Contracting Officer  
(Official title)