

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT No. 1

DATE 7/29/10

TO LEASE NO. GS-09B-02572

ADDRESS OF PREMISES: 2255 West Ina Road
Tucson, AZ 85741-2650

THIS AGREEMENT, made and entered into this date by and between **Sierra Bravo Properties, LLC, an Arizona Limited Liability Company**

whose address is: 6341 W. Trails End Road
Tucson, AZ 85745-9636

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

Whereas, the parties hereto desire to amend the Lease to transfer responsibility for DID development from the Government to the Lessor.

Now, therefore, the parties for the consideration hereinafter mentioned agree that the Lease is amended, effective upon execution by the Government as follows: Paragraph 28 is added and incorporated into the SF-2 Award document:

28. Paragraph 5.15B of the SFO is hereby deleted and replaced with the following:

“DESIGN INTENT DRAWINGS: The Lessor shall prepare, as part of the Tenant Improvement Allowance, 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-denised 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) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Design intent drawings shall be due from the Lessor within thirty (30) working days from award.

<< Continued on Page 2 of 2 >>

Initials gpc (Gov't) SB (Lessor)

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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 ten (10) 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 five (5) 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 may 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 request. Delay of receipt of such proposal shall result in a Lessor delay."

<< Remainder of Page left BLANK intentionally >>

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:

SIERRA BRAVO PROPERTIES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY *Chris O. Lane*
(Signature)

MANAGING MEMBER
(Title)

IN THE PRESENCE OF (witnessed by) *Jan R. Smith*
(Signature)

6341 W TRAILS GND, TUCSON AZ
(Address)

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

BY *Erin H. Woschel*
(Signature)

Contracting Officer, GSA