GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 4	DATE 5/4/10
	TO LEASE NO GS-09B-02191	

ADDRESS OF PREMISES: 1360 West Irvington Road, Tucson, AZ 85746

THIS AGREEMENT, made and entered into this date by and between **Malpais, LLC, An Arizona Limited Liablility Company** whose address is: P.O. Box 86387, Tucson, AZ 85754.

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 adjust the annual rent, adjust the notice to proceed amount and authorize Change Order #1.

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 3, 22 and 26 are deleted in their entirety and replaced as follows:

3. The Government shall pay the Lessor annual rent of $167,592.86 at the rate of $13,966.07 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

Malpais, LLC
P.O. Box 86387
Tucson, AZ 85754

22. 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 $13,966.07 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent

Second Month's Rental Payment $13,966.07 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent.

~CONTINUED ON PAGE 2~

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

LESSOR: Malpais, LLC, An Arizona Limited Liablility Company

BY [signature] (Signature) — SCOTT SOELTER, MEMBER (Print Name and Official title)

IN PRESENCE OF: Chris Whitson (Signature) — CHRIS WHITSON, MEMBER (Print Name and Official title)

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

BY [signature] (Signature) — Contracting Officer (Official title)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 4	DATE 5/4/10
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26. NOTICE TO PROCEED: Notice to Proceed with tenant improvements.

This Supplemental Lease Agreement (SLA) records the Notice to Proceed per SFO Paragraph 3.12E with Tenant Improvements effective upon execution of this SLA by the Government. 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 $166,652.64. $166,652.64 ($37.03/ABOA rounded) is authorized per Paragraph 1.10 of the SFO. $166,652.64 ($37.03/ABOA rounded) is amortized in the rent as stated in Lease Paragraph 15 at a rate of 7.75% per month over 120 months. Any change orders will be recorded and approved in a subsequent SLA.

Paragraphs 27 and 28 are added as follows:

27. 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 [redacted] shall be submitted via the GSA Finance website at 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
Phoenix, AZ 85003

28. The following Change Orders are authorized by the Government and included in the lump sum invoice total cost in Paragraph 27:

C.O. #	Date Authorized	Description	Amount
NA	Upon execution of this SLA	Lump sum cost at Notice to Proceed – revised Paragraph 26.	$166,652.64
1	Upon execution of this SLA	[redacted], including hardware, installation and maintenance.	[redacted]
		Total Lump Sum Cost	[redacted]

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: Malpais, LLC, An Arizona Limited Liablility Company

BY [signature] (Signature) — SCOTT SOELTER, MEMBER (Print Name and Official title)

IN PRESENCE OF: Chris Whitson (Signature) — CHRIS WHITSON, MEMBER (Print Name and Official title)

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

BY [signature] (Signature) — Contracting Officer (Official title)

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