GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT **No.1** Page 1 of 1	DATE 9/2/2010
	TO LEASE NO. **GS-09B-02667**	

ADDRESS OF PREMISE 1585, 1611 & 1615 S. Plaza Way
Flagstaff, AZ 86001-7156

THIS AGREEMENT, made and entered into this date by and between:

PLAZA WAY DEVELOPMENT, LLC

whose address is 3567 E. Sunrise Drive, Suite 225
Tucson, AZ 85718-3218

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

WHEREAS, the parties hereto desire to amend the commission and commission credit for the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 1, 2010, as follows:

Paragraph 25 is hereby deleted in their entirety and replaced with the following:

25. **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 estimated 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.

For the shell and operating costs, the commission credit is [redacted] and reduction in shell rent shall commence September 1, 2010 with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

- First Month Rental Payment $22,116.41 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month Rent; and
- Second Month Rental Payment $22,116.41 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month Rent.

For the **tenant improvements**, the total **estimated** amount of commission credit is [redacted] and reduction in shell rent shall commence upon completion and acceptance of Tenant Improvements as indicated in this schedule for adjusted Monthly Rent:

- First Month Rental Payment of $3,348.22 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month Rent; and
- Second Month Rental Payment of $3,348.22 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month Rent.

The actual amount of commission for tenant improvements will be based upon the actual, final cost of Tenant Improvements and will be updated in a subsequent Supplemental Lease Agreement."

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

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: PLAZA WAY DEVELOPMENT, LLC

BY _____ (Signature) MANAGING MEMBER (Title)

IN THE PRESENCE OF

_____ (Signature) 3567 E. SUNRISE DR. SUITE 225 TUCSON, AZ 85718 (Address)

UNITED STATES OF AMERICA General Services Administration, Public Building Service

BY _____ (Erin H. Winschel) Contracting Officer (Official Title)