

**Supplemental Lease Agreement
Number 2**

Lease Number: GS-09B-02486 **Date:** 5/18/2011

ADDRESS OF PREMISES 3253 and 3201 E. Universal Way, Tucson, Arizona

THIS AGREEMENT, made and entered into this date by and between **UNIVEST DEVELOPMENT COMPANY, LLC** whose address is: 10611 N. Hayden Rd. Suite D-105 Scottsdale, AZ 85260

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 increase the square footage, adjust the annual rent, record the Notice to Proceed with tenant improvements and provide Lump Sum Payment Procedures;

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that said Lease is amended, effective upon execution by the Government, as follows:

Paragraphs 1, 10, 12 & 13 are deleted in their entirety and replaced as follows:

1. The Lessor hereby leases to the Government the following described premises:
11,292 rentable square feet (r.s.f.), yielding approximately 11,053 ANSI/BOMA Office Area square feet and related space; 2,838 rentable square feet (r.s.f.), yielding approximately 2,838 usable square feet (u.s.f.) of warehouse space; and 21,000 square feet of wareyard space located at 3253 and 3201 E. Universal Way, Tucson, AZ 85706, together with sixty-eight (68) onsite reserved surface parking spaces, twenty-seven (27) onsite secured structured parking spaces, and one (1) onsite secured structured oversized parking space, as depicted on the attached Exhibit A (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

10. The Government shall pay the Lessor annual rent as follows:

For months 1 through 120, annual rent of \$443,958.23 at the rate of \$36,996.52 per month in arrears;
For months 121 through 180, annual rent of \$474,196.43 at the rate of \$39,516.37 per month in arrears;
For months 181 through 240, annual rent of \$432,378.00 at the rate of \$36,031.50 per month in arrears;

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

**Univest Development Company, LLC
10611 N. Hayden Rd. Suite D-105
Scottsdale, AZ 85260**

-CONTINUED ON PAGE 2 OF 2-

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

Lessor, Univest Development Company, LLC

By [Signature]
(Signature)

PRESIDENT
(Title)

In Presence of [Signature]
(Signature)

10611 N. Hayden Rd #D-105, Scottsdale, AZ 85260
(Address)

United States Of America, General Services Administration, Public Buildings Service.

[Signature]
(Signature)

CONTRACTING OFFICER
(Official Title)

**Supplemental Lease Agreement
Number 2
Page 2 of 2 to GS-09B-02486**

12. TAX ADJUSTMENT: Pursuant to Paragraph 4.2, "Tax Adjustment," for purposes of tax escalation, the Government occupies 14,130/14,130 rentable square feet (100%).

13. OPERATING COST: Pursuant to Paragraph 4.3, "Operating Costs", the base rate for purposes of operating cost escalation is established at \$6.50 per rentable square foot per annum.

Paragraphs 28 & 29 are added as follows:

28. This SLA records the Notice to Proceed with Tenant Improvements effective upon execution of this SLA 2. 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 **\$869,929.00**.

Tenant Improvement Allowance is broken down per Paragraph 3.2A as follows:

\$443,447.24 (\$40.120080/ABOA Office Space) is amortized in the rent as stated in Lease paragraph 17 at a rate of 0.00% over the 180 month firm term of the Lease.

\$17,517.04 (\$6.172319/ABOA Warehouse Space) is amortized in the rent as stated in Lease paragraph 17 at a rate of 0.00% over the 180 month firm term of the Lease.

The Government shall make a lump sum payment for the remaining **\$408,964.72** of Tenant Improvement costs per Lease paragraph 29. 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.

29. 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 **\$408,964.72** shall be submitted via the GSA Finance website at www.finance.gsa.gov.

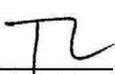
A copy of the invoice shall be simultaneously submitted to GSA at:

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

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

INITIALS


Government


Lessor