

FIRST AMENDMENT TO LEASE
dated January 1, 2009

TO EXTEND THE LEASE TERM

By and Between

Mountain Vista Plaza, LLC ("Landlord")

And

the Town of Oro Valley on behalf of the Town of Oro Valley Police Department ("Tenant")

RECITALS

- A. WHEREAS, this FIRST AMENDMENT FIRST to Lease dated January 1, 2009, is entered into this _____ day of, _____ 2011, by and between the Town of Oro Valley on behalf of the Town of Oro Valley Police Department ("Tenant") and Mountain Vista Plaza, LLC, ("Landlord"). Landlord and Tenant are hereinafter referred to together as the "Parties";
- B. WHEREAS, Landlord and Tenant entered into the aforementioned Lease for approximately 1,200 square feet of rental area located at 1171 Rancho Vistoso Blvd, Suite #115, in Mountain View Plaza, Tucson, Arizona ("Premises"); and
- C. WHEREAS, the Parties wish to amend and modify the Lease to reflect Tenant's desire to extend the Lease for an additional, consecutive four (4) year term from the expiration date of the existing Lease Term under the following terms and conditions:

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the parties agree as follows:

1. Accuracy of Recitals. The Recitals are true and correct. All terms used herein shall have the same meaning as stated in the Lease unless otherwise specifically stated herein.
2. Extension Term. Landlord hereby grants Tenant an additional term under the Lease for an additional, consecutive four (4) year term which shall begin on January 1, 2012 and shall end on December 31, 2015 ("Extension Term").
3. Base Rent. The Base Rent of the Lease for the Renewal Term shall be as set forth below :

Lease Calculation	1,200 Sq Ft		
	<u>Per Sq Ft</u>	<u>Annual</u>	<u>Month</u>
Remaining Term			
4/1/2011-12/31/2011	14.00	16,800.00	1,400.00
Extension Term			
1/1/2012-12/31/2012	14.50	17,400.00	1,450.00
1/1/2013-12/31/2013	15.00	18,000.00	1,500.00
1/1/2014-12/31/2014	15.50	18,600.00	1,550.00
1/1/2015-12/31/2015	16.00	19,200.00	1,600.00

Base Rent does not include those additional charges as called for in the Lease.

4. Option Term: Tenant is hereby granted one (1) additional, consecutive year five (5) term to the this Extension Term (“Option Term”) with \$.50 annual increases to Base Rent by giving Landlord no less than 180 days written notice to exercise this Option Term, so long as, Tenant has not been and is not in default of the Lease, as amended from time to time.
5. End of Term. If the Option Term is not exercised by Tenant pursuant to Section 4 hereof, Tenant shall timely vacate the premises and leave it in broom clean condition and as otherwise set forth in the Lease.
6. Effect. Except as amended hereby, the Lease and its terms shall remain in full force and effect provided however, that this First Amendment shall govern and control to the extent that it conflicts with or is inconsistent with any provisions of the Lease, as amended from time to time.
7. Execution. This First Amendment may be executed in separate counterparts by the parties hereto, all of which shall be attached to form a single instrument and agreement. An electronic facsimile of a signature to this First Amendment shall serve as an original signature. This First Amendment shall only become binding and effective upon its execution by both Landlord and Tenant..
8. Ratified and Affirmed. The First Amendment is ratified and affirmed, as so modified and, except as otherwise provided herein, all other terms of the Lease shall remain unchanged.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the above date.

Landlord:

Tenant:

Mountain Vista Plaza, LLC

Town of Oro Valley

By: _____

By: _____

Dr. Satish I. Hiremath, Mayor

Its: _____

Its: Mayor

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Rosen, Town Attorney

Date: _____

Date: _____