

January 1, 2011

O'Connor House, Inc.  
Attn: Paula Hilby  
4340 E Indian School Road, #21-59  
Phoenix, Arizona 85018

Dear Paula:

This "side letter" or Letter Agreement is written in connection with that certain Ground Lease (the "Lease") dated January 1, 2011 between the Rio Salado Foundation, as lessor ("Lessor"), and the O'Connor House, Inc., as lessee ("Lessee") for that real property, and the building thereon, located at 1230 North College Avenue, Tempe, Arizona 85281 (the "Leased Property").

This Letter Agreement shall serve to confirm our agreement on the following matters:

1. Deferment of Rent. Base monthly rent, and the other triple net expenses of Lessee under the Lease, shall be deferred for the first three (3) months of the Lease, until April 1, 2011. Payment of such deferred rent and expenses shall be made by Lessee during the first fifteen (15) months of the Lease.
2. Donor Wall. Lessor shall be responsible for the completion of the "donor wall" on the Leased Property.
3. Rejection of Leased Property. Lessee may refuse possession and terminate the Lease without any further recourse to the parties in the event that Lessee's inspection of the Leased Property reflect significant defects therein.
4. Further Documents. We agree to promptly execute any documents presented to us which are reasonably necessary to carry out the terms of this Letter Agreement.
5. Remedies for Breach. We shall have all remedies available to us under Arizona law for the violation of any of the terms of this Letter Agreement, including but not limited to the equitable remedy of specific performance.
6. Agreement Confidential. We agree to keep the terms of this Letter Agreement confidential, and we shall not disclose any of those terms or this Letter Agreement to any third parties, except (a) to the extent necessary for tax reporting and payment purposes, (b) if necessary for insurance purposes, (c) as may be required by a valid court order, or (d) to the extent necessary to enforce any aspect of this Letter Agreement.
7. General Provisions.
  - a. Governing Law. This Letter Agreement shall be construed pursuant to the laws of the State of Arizona.

b. Successors and Assigns. This Letter Agreement shall be binding upon and inure to our benefit and our respective heirs, personal representatives, successors, and assigns.

c. Full Understanding and Entire Agreement. By signing, we evidence that we have read this Letter Agreement and understand its contents, that the terms and provisions contained herein are in accordance with our individual desires, and constitutes the full understanding between us concerning the matters set forth herein.

Please acknowledge your agreement with the foregoing by signing where indicated below.

Sincerely,

RIO SALADO FOUNDATION

\_\_\_\_\_  
Its:

CITY OF TEMPE

\_\_\_\_\_  
Its:

**Accepted and Agreed to as of this  
1<sup>st</sup> day of January, 2011:**

O'CONNOR HOUSE, INC.,  
an Arizona not-for-profit corporation

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Its: