

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT  
No. 1

DATE

3/19/2010

TO LEASE NO GS-09B-02206

ADDRESS OF PREMISES: The Presidio, 1120 South Dobson Road, Chandler, AZ 85286-6157

THIS AGREEMENT, made and entered into this date by and between SDBP III, LP

whose address is: 14362 N. Frank Lloyd Wright Blvd., Ste. 1000  
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 record the Notice to Proceed and provide Lump Sum Payment Procedures.

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 20 and 21 are added:

20. This Supplemental Lease Agreement (SLA) records the Notice to Proceed per SFO Paragraph 3.16E with Tenant Improvements effective upon execution 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 \$278,890.24 (\$37.32/ABOA SF). \$233,218.31 (\$31.21/ABOA SF) is amortized in the rent as stated in Lease paragraph 13 at a rate of 6.25% per month over the term of the Lease. The Government shall make a lump sum payment for the remaining \$45,671.93 of Tenant Improvement costs per Lease paragraph 21. 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.

21. 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 \$45,671.93 shall be submitted via the GSA Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov).

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

GSA, Real Estate Acquisition Division  
300 West Congress St., Suite 5W  
Tucson, AZ 85701

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: SDBP III, LP

BY

IN PRESENCE OF

(Signature)

(Signature)

Donna Richmond

(Print Name and Official Title)

GENERAL PARTNER, AMERICAN CANADIAN REAL ESTATE LLC

RICHARD SUTTON

(Print Name and Official Title)

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

BY

(Signature)

Contracting Officer

(Official Title)