

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 1

DATE

8/5/2010

TO LEASE NO GS-09B-02343

ADDRESS OF PREMISES: [REDACTED] Building, Sells Airport Road, Sells, Arizona 85634-0910

THIS AGREEMENT, made and entered into this date by and between **INDIANOLA PARTNERS**

whose address is: 4700 North Central Avenue, Suite 201
Phoenix, AZ 85012

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 24 and 25 are added:

24. This SLA records the Notice to Proceed 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 **\$1,317,835.00**. \$625,531.94 (\$37.46(rounded)/ABOA) is amortized in the rent as stated in Lease paragraph 16 at a rate of 8% over the 120 month firm term of the Lease. The Government shall make a lump sum payment for the remaining \$692,303.06 of Tenant Improvement costs per Lease paragraph 25. 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.
25. 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 \$692,303.06 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 West Washington St., Suite 170, SPC 25
Phoenix, AZ 85003

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: INDIANOLA PARTNERS

BY

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(Signature)

LOGAN VAN SITTERT, PARTNER

(Print Name and Official title)

IN PRESENCE OF

(Signature)

Jennifer Lunt, partner

(Print Name and Official title)

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

BY

(Signature)

Contracting Officer
(Official title)