

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
J. 3

DATE

12.9.11

TO LEASE NO.
GS-09B-02625

ADDRESS OF PREMISES, 6970/6990 South Palo Verde Road, Tucson, AZ 85756-5006

THIS AGREEMENT, made and entered into this date by and between:

whose address is: Palo Verde Corona, LLC
4750 N Oracle Road, Suite 210
Tucson, AZ 85705

Herein after called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to issue the Notice to Proceed of above mentioned premises:

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, Upon Government Execution, and paragraph 37 is hereby added as follows:

This Supplemental Lease Agreement (SLA) No. 2 serves as reconciliation of all the allowances identified in the Construction Cost, Cabling Drops, Fiber Tie Cables and additional Racks, ADT's proposal reconciliation and door hardware changes.

37. The Lessor shall provide all labor, materials, professional design fees and permits to furnish, install and maintain all changes identified in Change Order Numbers 1, 2, 3 and 4 Attachment A, B, C and D. The reference changes are to furnish and install as follows:

Change Order #1 – Reconciliation of all the allowances identified in the Construction Cost. Specifically, Divisions 8, 9, 27 and 28. City/County impact fees:

Credit to the Government: \$254,055.00

Change Order #2 – The Cabling Drop Plan has had 3 revision from the original budget estimate provided on July 19, 2011. Cable drops, Fiber Tie Cables and additional Racks were added:

Deduction from Government Credit: [REDACTED]

Change Order #3 – ADT's final proposal reconciliation:

Deduction from Government Credit: [REDACTED]

Change Order #4 – Door Hardware Changes for 7 doors :

Deduction from Government Credit: [REDACTED]

Total Amount of Remaining Government Credit: \$134,232.00

Title to any and all alterations and tenant improvements for which the Government will make a "Lumpsum" or any type of payment shall vest in the government. The Government at any time can remove these items. The Lessor waives restoration in connection with these items. Unless the Government has removed the items from the premises, the Lessor shall remain responsible for maintenance and repair of all items provided by the Lessor under this lease. If after the lease term or any extensions, or succeeding lease term, the Government elects to abandon these items in place title shall pass to the Lessor.

All other terms and conditions remain the same

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

LESSOR Palo Verde Corona, LLC

BY

(Signature)

(Title)

managing member

IN PRESENCE OF

(Signature)

4750 N. Oracle Rd #20, Tucson, AZ 85705

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

Deborah D. Orkowski

12-9-11

Lease Contracting Officer

(Official Title)