

<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE  <b>SUPPLEMENTAL LEASE AMENDMENT</b>	Supplemental Amendment No. 2	Date: 1/9/2012
TO LEASE NO. GS-09B-02698		
ADDRESS OF PREMISES 1801 West Route 66, 1 <sup>st</sup> Floor Flagstaff, AZ 86001-8571		
<p>THIS AGREEMENT, made and entered into this date by and between LOCI 66, LLC</p> <p>whose address is 3 N Leroux Street, Suite 201          Flagstaff, AZ 86001</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above lease to issue a Notice to Proceed; incorporate and order Tenant Improvements which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.</p> <p>THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution, as follows:</p> <p>Paragraphs 27, 28, and 29 are hereby added:</p> <p>27. Notice to Proceed</p> <p>27. Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$409,387.00, inclusive of all management and architectural fees.</p> <p>28. The total cost for Tenant Improvements in the amount of \$409,387.00 exceeds the Tenant Improvement allowance of \$127,176.09 (31.9137/ABOASF), which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$282,210.91. The lessor shall construct all Tenant Improvements in accordance with Paragraph 3.14F of the Solicitation for Offers, incorporated and made a part of the lease, and all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$282,210.91 pursuant to Paragraph 29, herein. The Lessor hereby waives restoration as a result of all improvements.</p> <p style="text-align: center;">Page 1 of 2</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
LESSOR: LOCI 66, LLC BY: <u>Karen C. Durazo</u> (Signature) 1/5/12 5:00 PM IN THE PRESENCE OF <u>Duane D. Duvall</u> (Signature)	AS AUTHORIZED SIGNATORY FOR MAURY HERMAN, SOLE MEMBER, LOCI 66, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (Title) 3 N. Leroux St #201 Flagstaff AZ (Address)	
UNITED STATES OF AMERICA By: <u>Jessica Escobedo</u> CONTRACTING OFFICER		

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**SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 2 TO  
LEASE #GS-09B-02698**

29. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for lump Sum payment the original invoice, in the amount not to exceed \$282,210.91, electronically 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 the Contracting Officer at:


GSA, Real Estate Division-Phoenix  
Attention: Jessica Escobedo  
300 West Congress Street  
Room 4B  
Tucson, AZ 85701-1371

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- Annotation of GSA PS # \_\_\_\_\_

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

**All other terms and conditions of the Lease shall remain in force and effect.**

  
Govt Lessor