GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT NO. 2	DATE 6-15-2012
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS-09B-02895	

ADDRESS OF PREMISES: 5710 W. Chandler Blvd., Chandler, Arizona 85226

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

whose address is: 12651 High Bluff Drive, #250
San Diego, CA 92130

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 authorize Change Order #1, #2, #3, #4, #5, #6, and #7 as outlined in Exhibit A attached, 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:

Paragraph 29 is added. Paragraph 28 is deleted in its entirety and the following substituted therefore.

28. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum Payment an original and one copy of the Invoice. 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 **$759,998.19** shall be submitted electronically via the GSA Finance Website at www.finance.gsa.gov.

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

GSA, Realty Services
300 West Congress St., Suite 4B
Tucson, AZ 85701

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

29. The following Change Orders are authorized by the Government and included in the lump sum invoice total cost in Paragraph 28:

C.O. #	Date Authorized	Description	Amount
NA	05/11/2012	Lump Sum Cost at Notice to Proceed	$726,717.32
1	Upon execution of SLA 2	Install twistlock receptacle in first floor telco room to accommodate Century Link	[redacted]
2	Upon execution of SLA 2	Install receptacles and conduit sleeves for VTC units and wall mounted monitors	[redacted]
3	Upon execution of SLA 2	[redacted]	[redacted]
4	Upon execution of SLA 2	Relocate existing OSA duct outside of CAA rooms	[redacted]
5	Upon execution of SLA 2	Provide and install 4" telco conduit from room 118 to 220-B, and from 1st floor Tele/Electric to 220-B	[redacted]
6	Upon execution of SLA 2	Provide dumpsters for IT equipment packages and recycle	[redacted]
7	Upon execution of SLA 2	Install four 42-inch concrete spheres as bollards	[redacted]
		Total Lump Sum Cost	$759,998.19

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: Chandler Midway III, LP

BY _____ (Signature) RONALD D. McMANTON (Owner)

IN THE PRESENCE OF

Kristen Farmer (Signature) KRISTEN FARMER (Owner)

UNITED STATES OF AMERICA: **GENERAL SERVICES ADMINISTRATION**

BY _____ (Signature) CONTRACTING OFFICER (Title)