

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 5

DATE

11/9/2011

TO LEASE NO GS-09B-02291

ADDRESS OF PREMISES: 1330 South 16th Street, Phoenix, AZ 85034

Page 1 of 2

THIS AGREEMENT, made and entered into this date by and between **Doxa South LLC, an Arizona Limited Liability Company**

whose address is: 2005 North Central Avenue, Suite 100, Phoenix, AZ 85004-1546

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 correct the legal address of the premises, establish the termination rights date, establish beneficial occupancy, and document the approved change orders and lump sum payment procedures.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, **effective upon execution by the Government**, as follows:

Paragraphs 1, 4, 9, 30 and 31 are hereby deleted in their entirety and replaced as follows:

1. The Lessor hereby leases to the Government the following described premises consisting of 49,334 rentable square feet (r.s.f.), yielding approximately 46,081 ANSI/BOMA Office Area square feet and related space located on the 1st Floor at 1330 South 16th Street, Phoenix, AZ 85034, together with 12 structured, secured, reserved parking spaces and 3 official visitor surface reserved parking spaces, as depicted on the attached Site Plan (See Exhibit A)(the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
4. The Government may terminate this lease, in whole or in part, anytime on or after August 18, 2021 by giving at least 90 days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
9. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 19, 2011 through August 18, 2026, subject to termination and renewal rights as may be hereinafter set forth.

~CONTINUED ON PAGE 2 OF 2~

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Doxa South LLC, an Arizona Limited Liability Company

BY

David J. Wilhelm

(Signature)

Daniel J. Wilhelm, Managing Member

(Print Name and Official title)

IN PRESENCE OF

Lynn Newhall

(Signature)

LYNN NEWHALL project manager

(Print Name and Official title)

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

BY

David J. Wilhelm

(Signature)

Contracting Officer

(Official title)

30. SLA4 recorded the Notice to Proceed with Tenant Improvements. The actual Tenant Improvement cost is \$4,070,789.00 plus change orders of \$38,581.00 totaling **\$4,109,370.00** of which **\$1,764,738.25 (\$38.29644/ABOA)** is amortized in the rent at a rate of 10% over the 120 month firm term of the Lease. The Government shall make a lump sum payment for the remaining **\$2,344,631.75** of Tenant Improvement costs per Lease paragraph 31 below. 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.

31. The following Change Orders are authorized by the Government and included in the lump sum invoice total cost in Paragraph 30:

C.O. No.	Description	Amount
NA	Lump sum cost at Notice to Proceed	[REDACTED]
1	[REDACTED]	[REDACTED]
2	Provide [REDACTED]; [REDACTED]	[REDACTED]
3	Revised Q-Flow and Paging Requirements	[REDACTED]
4	Additional [REDACTED] requirements due to [REDACTED] Requirements	[REDACTED]
5	Electrical and Data add to corridor AH34	[REDACTED]
6	Interior Signage – cost of signage over and above contract allowance	[REDACTED]
7	Supply Herman Miller Slatwall	[REDACTED]
8	Provide USCIS specified stage	[REDACTED]
9	COAX/Electric Additions	[REDACTED]
	Total Lump Sum Cost	\$2,344,631.75

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 **\$2,344,631.75** 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 W Washington St., SPC 25, Suite 170
 Phoenix, AZ 85003

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

Initials: Lessor mn Government HW