

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT No. 1

DATE

12/07/2011

TO LEASE NO. GS-09B-02319

ADDRESS OF PREMISES: 2995 S. Pacific Avenue
Yuma, Arizona 85365-3510

THIS AGREEMENT, made and entered into this date by and between **DICKINSON COMMERCIAL PROPERTIES LLC.**

whose address is: 4190 S. Pacific Drive
Chandler, Arizona 85248-5199

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 adjust the annual rent, increase the Tenant Improvement Allowance, issue a Notice to Proceed Construction, establish the Tenant Improvement Cost Overage, and provide a means of payment for the Tenant Improvement Cost Overage.

THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government. In this regard, Paragraph 3 is deleted in its entirety, and the following new Paragraph 3 is replaced; and Paragraphs 21, 22, 23, and 24 have been added to the lease as follows:

"3. The Government shall pay the Lessor annual rent (inclusive \$3.36 RSF of Operating Costs based on Paragraph 11) as follows:

For years one (1) through five (5) annual rent of \$268,944.15 (inclusive \$313,870.32 of Tenant Improvement Costs amortized at 8% over the five year firm term) at the rate of \$22,411.79 per month in arrears.

For years six (6) through ten (10) annual rent of \$226,200.00 at the rate of \$18,850.00 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

Dickinson Commercial Properties LLC
4190 S. Pacific Drive.
Chandler, Arizona 85248-5199

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

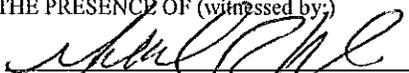
LESSOR: DICKINSON COMMERCIAL PROPERTIES LLC.

BY


(Signature)

President
(Title)

IN THE PRESENCE OF (witnessed by):


(Signature)


(Address)

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

BY


(Daniel J. McGrath)

Contracting Officer, GSA

SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF SUPPLEMENTAL LEASE AGREEMENT NUMBER 1 TO LEASE NUMBER GS-09B-02319

"21. SFO paragraph 3.2 entitled, "TENANT IMPROVEMENTS INCLUDED IN OFFER (AUG 2008)." has been replaced by the following Paragraph A and B.

A. The Tenant Improvement Allowance is \$20.81 (rounded \$20.813681698) per ANSI/BOMA Office Area square foot. (Tenant improvements are the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition.) The Tenant Improvement Allowance shall be used for the buildout of the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.

B. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents and to complete the tenant improvements. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**

"22. **NOTICE TO PROCEED CONSTRUCTION:** Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable. A Notice to Proceed is hereby issued for the construction of Tenant Improvements at a total cost not to exceed \$349,932.00 inclusive of all management and architectural fees.

"23. **TENANT IMPROVEMENT COST OVERAGE:** The total cost for the Tenant Improvements in the amount of \$349,932.00 exceeds the Tenant Improvement Allowance of \$313,870.32 and as such, the tenant improvement cost overage is \$36,061.68. The Government hereby orders this overage to be included as an addition to the Tenant Improvement Allowance and shall be paid via lump sum.

"24. Upon completion and the GSA Contracting Officer's acceptance of the work completed, the Lessor shall submit for Lump Sum payment an original and one copy of the invoice. The Original Invoice, in the amount not to exceed \$36,061.68 shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Fort Worth, TX 76102

Alternatively, the Lessor may submit the invoice electronically, via the GSA Finance website at www.finance.gsa.gov

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at:

General Services Administration
Attn: Daniel J. McGrath
401 West A Street
Suite 2075
San Diego, CA 92101

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 (will be sent after the Government executes this Supplemental Lease Agreement)

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 full force and effect.

Initials: DM & DD
Government Lessor