

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT No. 2

DATE

4/10/2012

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 Lease for the purposes of defining blocks of space within the premises, add actual dates into the rent schedule, establish the Government Termination Rights date, establish Beneficial Occupancy, rescind and correct paragraphs 23 and 24, include Change Order Work for BLOCK C, and provide a means for a lump sum payment of the Change Order Work as identified herein this Supplemental Lease Agreement.

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, Paragraphs 1, 3, 4, 9, 23, and 24 are deleted in their entirety and the following new Paragraphs 1, 3, 4, 9, 23 and 24 are substituted therefore; and Paragraph 25 has been added to the lease as follows:

"1. The Lessor hereby leases to the Government the following described premises:

BLOCK A [REDACTED]:

12,611 rentable square feet (r.s.f.), yielding approximately 3,411 ANSI/BOMA Office Area square feet and related space, 1,600 square feet of warehouse area, and 7,600 square feet of wareyard area located at 2995 S. Pacific Avenue, Yuma, Arizona 85365-3510 together with 19 onsite reserved parking spaces inclusive of 7 parking spaces located within the wareyard area as depicted on the floor plan (Exhibit A) (the "Premises"), and Exhibit B (Wareyard) to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

BLOCK B [REDACTED]:

2,289 rentable square feet (r.s.f.), yielding approximately 2,289 ANSI/BOMA Office Area square feet and related space located at 2995 S. Pacific Avenue, Yuma, Arizona 85365-3510 together with 9 onsite reserved parking spaces as depicted on the floor plan (Exhibit A) (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

BLOCK B [REDACTED]:

180 rentable square feet (r.s.f.), yielding approximately 180 ANSI/BOMA Office Area square feet and related space located at 2995 S. Pacific Avenue, Yuma, Arizona 85365-3510 together with 0 onsite reserved parking spaces as depicted on the floor plan (Exhibit A) (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

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

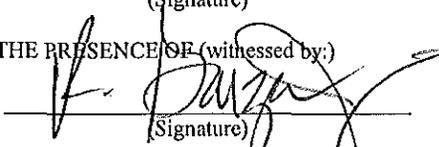
LESSOR: DICKINSON COMMERCIAL PROPERTIES LLC.

BY


(Signature)

President
(Title)

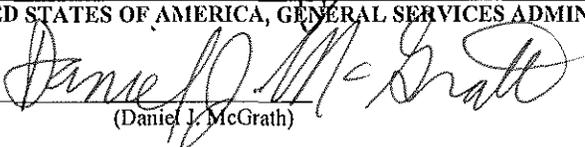
IN THE PRESENCE OF (witnessed by:)


(Signature)

[REDACTED ADDRESS]

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

BY


(Daniel J. McGrath)

Contracting Officer, GSA

“3. The Government shall pay the Lessor annual rent as follows:

BLOCK A [REDACTED]:

Effective March 14, 2012 through March 13, 2017 annual rent of \$213,331.73 (inclusive \$214,902.00 of Tenant Improvement Costs amortized over 5 years at 8%; and Operating Costs of \$3.36 rsf based on Paragraph 11) at the rate of \$17,777.64 per month in arrears.

Effective March 14, 2017 through March 13, 2022 annual rent of \$189,165.00 at the rate of \$15,763.75 per month in arrears (inclusive Operating Costs of \$3.36 rsf based on Paragraph 11).

BLOCK B [REDACTED]:

Effective March 14, 2012 through March 13, 2017 annual rent of \$50,091.03 (inclusive \$85,733.94 of Tenant Improvement Costs amortized over 5 years at 8%; and Operating Costs of \$3.36 rsf based on Paragraph 11) at the rate of \$4,174.25 per month in arrears.

Effective March 14, 2017 through March 13, 2022 annual rent of \$34,335.00 at the rate of \$2,861.25 per month in arrears (inclusive Operating Costs of \$3.36 rsf based on Paragraph 11).

BLOCK C [REDACTED]:

Effective March 14, 2012 through March 13, 2017 annual rent of \$2,298.60 (inclusive Operating Costs of \$3.36 rsf based on Paragraph 11) at the rate of \$191.55 per month in arrears.

Effective March 14, 2017 through March 13, 2022 annual rent of \$2,700.00 at the rate of \$225.00 per month in arrears (inclusive Operating Costs of \$3.36 rsf based on Paragraph 11).

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

“4. The Government may terminate this lease in whole or in part effective any time on or after March 14, 2017 by giving at least ninety (90) days notice in writing to the Lessor. No rent 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 Premises with their appurtenances for the term beginning on:

BLOCK A [REDACTED]: March 14, 2012 through March 13, 2022 subject to termination rights as may be hereinafter set forth.

BLOCK B [REDACTED]: March 14, 2012 through March 13, 2022 subject to termination rights as may be hereinafter set forth.

BLOCK C [REDACTED]: March 14, 2012 through March 13, 2022 subject to termination rights as may be hereinafter set forth.

“23. TENANT IMPROVEMENT COST OVERAGE: The total cost for the Tenant Improvements in the amount of \$349,932.00 exceeds \$300,635.94 of Tenant Improvement Allowance that has been elected to be amortized into the Lease. As such, the tenant improvement cost overage is \$49,296.06. 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 \$49,296.06 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

Initials: DM & DD
Government Lessor

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.

"25 CHANGE ORDER WORK (Block B&C)

A. Upon Government execution of this Supplemental Lease Agreement, the Lessor shall provide all labor, materials, and equipment to install the following numbered item into the Premises.

<u>Item</u>	<u>Change Order Costs</u>
CO # 1: Drywall and Framing (Block C).....	[REDACTED]
CO# 2: Provide labor and materials to move the antenna, cable, base, and re-install new and upgraded version (Block B).....	[REDACTED]
CO# 3: Relocate the existing comdial phone and debut two voicemail systems. Includes programming the system (Block B).....	[REDACTED]
Total Change Order Costs.....	<u>\$5,230.92</u>

B. The Government shall make a "LUMP SUM" payment of \$5,230.92 within 30 days upon receipt of an invoice after completion and acceptance of the work and the space by the Government. Payment will be due only for items which are both: (a) listed in this paragraph, and (b) (i) shown on the Government's approved layouts or (ii) changes requested in writing by the Contracting Officer.

C. Invoicing for completion of alterations: The invoice shall annotate the name and address of the Lessor (the Lessor must match the name and address in the Governments vendor file), an invoice number (PS#) will be sent to you after the Government executes this Supplemental Lease Agreement. The Lessor shall submit an original and one copy of the invoice for the alterations. The Original Invoice shall be submitted either electronically to the Finance Website at <http://www.finance.gsa.gov> or mailed to:

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

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

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

D. Title to items for which the Government makes a "LUMP SUM" payment shall vest in the Government. These items can be removed in a commercially reasonable fashion by the Government at any time. The Lessor waives any 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, any extensions or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor. This paragraph shall also apply throughout the term of the lease to any work requested by the Government after occupancy.

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

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Initials: DM & DD
Government Lessor