

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 3

DATE

12/10/10

TO LEASE NO GS-09B-02343

ADDRESS OF PREMISES:

Building, Sells Airport Road, Sells, Arizona 85634-0910

THIS AGREEMENT, made and entered into this date by and between **INDIANOLA PARTNERS**

whose address is: 4700 North Central Avenue, Suite 201
Phoenix, AZ 85012

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 a rounding error for tenant improvement costs.

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 24 is deleted in its entirety and replaced as follows:

24. This SLA records the Notice to Proceed with Tenant Improvements effective upon execution by the Government. Lessor agrees to complete Tenant Improvements in accordance with all terms and conditions of the Lease and Government reviewed Construction Documents for a total cost of **\$1,317,835.00**. \$625,531.94 (\$37.45(rounded)/ABOA) is amortized in the rent as stated in Lease paragraph 16 at a rate of 8% over the 120 month firm term of the Lease. The Government shall make two (2) lump sum payments for the remaining \$692,303.06 of Tenant Improvement costs per Lease paragraph 25. The payments shall be paid as follows:

Block A: \$449,996.99 (calculation is: \$692,303.06 X 65%)

Block B: Upon beneficial occupancy payment shall be: \$242,306.07 (calculation is: \$692,303.06 X 35%)

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.

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: INDIANOLA PARTNERS

BY

(Signature)

Mark A. Davis, Partner
(Print Name and Official title)

IN PRESENCE OF:

(Signature)

Jennifer Lunt, Partner
(Print Name and Official title)

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

BY

(Signature)

Contracting Officer

(Official title)