

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2	DATE <u>5/17/11</u>
ADDRESS OF PREMISES: 1405 E. Ash St Globe, AZ 85501-1413	TO LEASE NO. GS-09B-02356	
<p>THIS AGREEMENT, made and entered into this date by and between: Globe Land, LLC.</p> <p>Whose address is: 7951 La Jota Way La Jolla, CA 92037-3325</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above lease to issue a Notice to Proceed; incorporate and order Tenant Improvements which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.</p> <p>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:</p> <p>Paragraph 26, 27 and 28 are hereby added:</p> <p>"26. Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$318,017.98, inclusive of all management and architectural fees."</p> <p>"27. The total cost for Tenant Improvements in the amount of \$318,017.98 exceeds the tenant improvement allowance of \$128,919.28, which will be amortized into the rental rate on a future SLA. The Government hereby orders the excess balance in the amount of \$189,098.70 to be paid via lump sum to the Lessor upon acceptance of the tenant improvements and space. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.13F of the Solicitation for Offers LAZ02356, incorporated and made a part of the lease, and all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$189,098.70 pursuant to Paragraph 28 herein. The Lessor hereby waives restoration as a result of all improvements."</p>		
Continued on Sheet 1		
All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: Globe Land, LLC. BY <u>[Signature]</u> <u>Member</u> (Signature) (Title) IN THE PRESENCE OF (witnessed by:) <u>[Signature]</u> <u>7951 LA JOTA Way</u> (Signature) (Address) <u>LA JOLLA, CA 92037</u>		
UNITED STATES OF AMERICA, General Services Administration, Public Buildings Service. BY <u>[Signature]</u> <u>Contracting Officer</u> (Signature) <u>GSA, PBS, READ</u>		

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 2 TO LEASE #GS-09B-02356

"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. The Original Invoice, in the amount **not to exceed \$189,098.70** shall be submitted to:

Invoice with a PS Document number should be submitted the following:

GSA
Greater Southwest Finance Center 7BCP
PO Box 17181
Fort Worth, TX 76102

With a copy to:

GSA-Real Estate Acquisition Division
Attn: Veronica Gonzalez
300 N. Los Angeles St., Ste 4100
Los Angeles, CA 90012

PS Document number should be requested from Realty Specialist before submitting invoices.

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

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 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 force and effect.

LESSOR INITIAL: 

GOV'T INITIAL: V.G.