

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 2

DATE

11/1/2011

TO LEASE NO GS-09B-02572

ADDRESS OF PREMISES: 2255 West Ina Road, Tucson, AZ 85741-2650

THIS AGREEMENT, made and entered into this date by and between **Sierra Bravo Properties, LLC, an Arizona Limited Liability Company**

whose address is: 6341 W. Trails End Road
Tucson, AZ 85745-9636

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 issue a Notice To Proceed to the Lessor for the Tenant Improvement work on the 3rd floor only and to provide for Lump Sum payment of the tenant improvement costs which exceed the Tenant Improvement Allowance.

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:

Paragraphs 28 and 29 are added.

"28. This SLA records the Notice to Proceed with Tenant Improvements for the Third (3rd) floor only of the approved drawings dated August 30, 2011. The cost identified herein is for the tenant improvement costs for the Third (3rd) floor only, consisting of 15,922 RSF/14,475 ANSI/BOMA square feet. Lessor agrees to complete Tenant Improvements for the third (3rd) floor only, in accordance with all terms and conditions of the Lease and Government reviewed Construction Documents for a total cost of **\$861,055.00**. \$446,721.66 (\$30.8616/ABOA) is amortized in the rent as stated in lease paragraph 17 at a rate of 7.0% over the 60 month firm term of the Lease. The Government shall make a lump sum payment for the remaining \$414,333.34 of Tenant Improvement costs per Lease paragraph 29. No additional payments for Tenant Improvements shall be paid unless it is a Change Order approved by the Contracting Officer with a Supplement Lease Agreement. The Government retains the right to build out the space on the second (2nd) floor and shall be entitled to the Tenant Improvement Allowance related to that space should the Government elect to do so.

29. 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 \$414,333.34 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 Street
SPC 25, Suite 180
Phoenix, AZ 85003

All other terms and conditions of this Lease remain in full force and effect.

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

LESSOR: Sierra Bravo Properties, LLC, an Arizona Limited Liability Company	
BY <u>Cher Pinto Vang</u> (Signature)	<u>Clark Prentiss Vaught, Managing Member</u> (Print Name and Official title)
IN PRESENCE OF: <u>Joan E Cassell</u> (Signature)	 JOAN E. CASSELL (Print Name and Official title) County Public - State of Arizona PIMA COUNTY ARIZONA
UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service	
BY <u>Trina Wickett</u> (Signature)	<u>Contracting Officer</u> (Official title)