

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	Supplemental Amendment No. 2	Date: 1/9/2012
SUPPLEMENTAL LEASE AMENDMENT		
TO LEASE NO. GS-09B-02698		

ADDRESS OF PREMISES 1801 West Route 66, 1<sup>st</sup> Floor  
Flagstaff, AZ 86001-8571

THIS AGREEMENT, made and entered into this date by and between LOCI 66, LLC

whose address is 3 N Leroux Street, Suite 201  
Flagstaff, AZ 86001

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; 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.

THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution, as follows:

Paragraphs 27, 28, and 29 are hereby added:

27. Notice to Proceed

27. 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 \$409,387.00, inclusive of all management and architectural fees.

28. The total cost for Tenant Improvements in the amount of \$409,387.00 exceeds the Tenant Improvement allowance of \$127,176.09 (31.9137/ABOASF), which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$282,210.91. The lessor shall construct all Tenant Improvements in accordance with Paragraph 3.14F of the Solicitation for Offers, 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 \$282,210.91 pursuant to Paragraph 29, herein. The Lessor hereby waives restoration as a result of all improvements.

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

LESSOR: LOCI 66, LLC	AS AUTHORIZED SIGNATORY FOR MAURY HERMAN, SOLE MEMBER, LOCI 66, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
BY: <u>Karen C. Durazo</u> (Signature) 1/5/12 5:00 PM	(Title)
IN THE PRESENCE OF <u>Duane D. Duvall</u> (Signature)	3 N. Leroux St #201 Flagstaff AZ (Address)

UNITED STATES OF AMERICA	
By: <u>Justica Escobedo</u>	CONTRACTING OFFICER

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**SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 2 TO  
LEASE #GS-09B-02698**

29. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for lump sum payment the original invoice, in the amount not to exceed \$282,210.91, electronically via the GSA Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov)

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

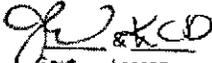
GSA, Real Estate Division-Phoenix  
Attention: Jessica Escobedo  
300 West Congress Street  
Room 4B  
Tucson, AZ 85701-1371

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 # \_\_\_\_\_

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.**

  
Govt Lessor