GENERAL SERVICES ADMINISTRATION	SUPPLEMENTAL AGREEMENT NO. 11	DATE 10-2-2012
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS-09B-02895	

ADDRESS OF PREMISES: 5710 W. Chandler Blvd., Chandler, Arizona 85226

THIS AGREEMENT, made and entered into this date by and between Chandler Midway III, LP

whose address is: 12651 High Bluff Drive, #250
San Diego, CA 92130

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 authorize **Change Orders 33 through 36** as outlined in Exhibit A attached, and provide lump sum payment procedures.

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 30 and 31 are deleted and replaced as follows.

30. Upon completion and acceptance of Change Orders 13 through 36 identified herein, the Lessor shall submit for Lump Sum Payment an original and one copy of the Invoice. 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 **$94,593.17** shall be submitted electronically via the GSA Finance Website at www.finance.gsa.gov.

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

GSA, Realty Services
300 West Congress St., Suite 4B
Tucson, AZ 85701

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. If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

31. The following Change Orders are authorized by the Government and included in the lump sum invoice total cost in Paragraph 30:

C.O. #	Date Authorized	Description	Amount
13	08/22/2012	Millwork, relocate electrical room wall, change paint color	[redacted]
14	08/22/2012	Bike racks and ash trays and concrete pad	
15	08/22/2012	Ground CAA overhead pipes	
16	08/22/2012	Electrical work for clock outlets	
17	08/22/2012	Carpet and VCT changes – remove accent strip	
18	08/22/2012	Emergency Shut Off Power	
19	08/22/2012	Punchlist outlets and lights	
21	08/22/2012	Room 205 WinkWall paint and wall covering	
22	08/22/2012	Relocate wall devices in Huddle 224	
23	08/22/2012	Breakroom 223 Finishes, HVAC, acoustical, fire protection, caulking	
24	08/22/2012	Option #1- Hall 225 wall protection- corner guards and chair rails	
25	08/22/2012	CAA 106 Electrical panel	

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

LESSOR: Chandler Midway III, LP

BY Maureen C. McMahon (Signature) MAUREEN C. MCMAHON (Owner)

IN THE PRESENCE OF Christen Farmer (Signature) KRISTEN FARMER (Owner)

UNITED STATES OF AMERICA: **GENERAL SERVICES ADMINISTRATION**

BY Frances Manny (Signature) CONTRACTING OFFICER (Title)

C.O. #	Date Authorized	Description	Amount
26	08/22/2012	Seals and Signage	[redacted]
27	09/04/2012	Rekey existing hardware	[redacted]
20	09/04/2012	Projection Walls in rooms 103 and 230	[redacted]
28	09/04/2012	UPS Power	[redacted]
29	09/25/2012	[redacted]	[redacted]
30	09/25/2012	[redacted]	[redacted]
31	09/25/2012	Upgrade AI phone to visual intercom	[redacted]
32	09/25/2012	Provide and install Juniper Box	[redacted]
33	Upon execution of SLA #11	Provide and install Monitor outlets and mounting	[redacted]
34	Upon execution of SLA #11	Provide and install Monitor outlets in MDF	[redacted]
35	Upon execution of SLA #11	Relocate AV outlets per picture descriptions	[redacted]
36	Upon execution of SLA #11	Misc. work in CAA Room 106 required for certification	[redacted]
		Total Lump Sum Cost	$94,593.17

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

Lessor: MCM Government: JM