GENERAL SF CES ADMINISTRATION
PUBLIC . ILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO. 15	DATE 5-9-11
TO LEASE NO GS-09B-02196	

ADDRESS OF PREMISES [redacted] Phoenix Building
21711 North 7th Street
Phoenix, AZ 85024

THIS AGREEMENT, made and entered into this date by and between:

700 DEER VALLEY RD, LLC

Whose address is 50 S 10TH STREET STE 300
MINNEAPOLIS, MN 55403-2012

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective on the day the Government signs **Supplement Lease Agreement Number 15** as follows:

Supplemental Lease Agreement Number 15 is hereby issued to reflect a lump sum payment to the Lessor for this Change Order requested by the Government.

Paragraph Number 43 is hereby added to the lease contract as follows:

43. The Lessor shall provide all labor, materials, professional design fees and permits to furnish, install and maintain all changes identified in Tenant Work Request **Variance # 48 and 51 in the Tenant Work Request (TWR)/Scope Variance Log.** The reference changes are to furnish and install as follows:

TWR #48 - Additional Millwork Cabinets in Mail Rooms N137 and S117:
Lumpsum to Lessor: [redacted]

TWR #51 – Additional Millwork Credenza in Executive Conference Room N522A:
Lumpsum to Lessor: [redacted]

Total amount due to Lessor: **$75,719.00**

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Payment for lump sum costs associated with reimbursable work items; the Lessor is hereby notified that the Lessor submit for Lump Sum Payments, an original and one copy of the invoice for the reimbursable work items, including the annotation of **PS Number "PS** 0019993 **"**, on the invoice covering **SLA #15** by reference, **Tenant Work Request (TWR)/Scope Variance Log # 48 and 51.** The original invoice shall be remitted to:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Ft. Worth, TX 76102

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

GSA, Real Estate (9PR)
600 Las Vegas Blvd., South, Suite 600
Las Vegas, NV 89101

Title to any and all alterations and tenant improvements for which the Government will make a "lump sum" payment shall vest in the government. The Government at any time can remove these items. The Lessor waives restoration in connection with these items. Unless the Government has removed the items from the premises, the Lessor shall remain responsible for maintenance and repair of all items provided by the Lessor under this lease. If after the lease term of any extensions, or succeeding lease term, the government elects to abandon these items in place, title shall pass to the Lessor.

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 700 Deer Valley Road, LLC

BY John Strittmatter
(Signature)

John Strittmatter, Vice President
(Title)

IN PRESENCE OF Mary K. McGowne
Mary K. McGowne (Signature)

3900 East Camelback Road, Suite 100, Phoenix, AZ 85018
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY Deborah D. Orkowski
DEBORAH D. ORKOWSKI
(Signature)

Contracting Officer
(Official Title)