GSA

GSA Public Buildings Service

Supplemental Lease Agreement
Number 2

Lease Number:	GS-09B-02823	**Date:**	7-26-2012

333 East Wetmore Road, Tucson, Arizona

THIS AGREEMENT, made and entered into this date by and between **Aslan III 333 EAST WETMORE, LLC**

whose address is: 200 West Madison, Suite 3200, Chicago, IL 60606-3414

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, upon execution by the Government, as follows:

Paragraphs 32, 33 and 34 are hereby added:

"32. NOTICE TO PROCEED
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, effective March 15, 2012, is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed $551,961.25, inclusive of all management and architectural fees."

"33. The total cost for Tenant Improvements in the amount of $551,961.25 exceeds the tenant improvement allowance of $276,125.00 ($37.033921/ABOASF) and Building Specific Security Allowance of $35,675.00, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of $240,161.25. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 3.2 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 $240,161.25 pursuant to Paragraph 32, herein. The Lessor hereby waives restoration as a result of all improvements."

Continued on Sheet 1

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.
Lessor, **Aslan III 333 EAST WETMORE, LLC**

By _____ (Signature) Managing Director (Title)

In Presence of
_____ (Signature) 200 W. Madison St, Ste 3200, Chgo, IL 60606 (Address)

United States Of America, General Services Administration, Public Buildings Service.

_____ (Signature) CONTRACTING OFFICER (Official Title)

Form 276

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 2 TO LEASE # GS-09B-02823

"34. 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 $240,161.25** shall be submitted via the GSA Finance website at www.finance.gsa.gov.

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

GSA, Real Estate Division – Tucson
Attention: Frances Manning
300 West Congress Street, 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 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.

Initials: _____ & _____
Lessor Government