

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 3	DATE 4-8-2013
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TO LEASE NO. GS-09B-02854 BLDG NO. AZ8316

ADDRESS OF PREMISES: 4475 South Coach Drive
Tucson, AZ 85714-3419

THIS AGREEMENT, made and entered into this date by and between ARCHWAY II, LLC
whose address is: 6161 Syracuse Way #330
Greenwood Village, CO 80111-4755

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 execution by the Government as follows:

Paragraphs 27, 28 and 29 are hereby added:

"27. 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 is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$1,744,749.64 inclusive of all management and architectural fees."

"28. The total cost for Tenant Improvements in the amount of \$1,744,749.64 exceeds the tenant improvement allowance of \$604,282.47 which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$1,140,467.17. 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 \$1,140,467.17 pursuant to Paragraph 27 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.

LE
BY  MANAGING MEMBER
(Title)

IN  sed by: 6161 S. Syracuse Way #330; GWV, CO
(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, Public Buildings Service.
BY  Contracting Officer, GSA

SHEET NUMBER 2 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 3 TO LEASE # GS-09B-02854

"29. Upon completion and acceptance of the 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 \$1,140,467.17 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 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 full force and effect.

Initials: MA & JM
Lessor Gov't