

GENERAL SERVICES ADMINISTRATION

SUPPLEMENTAL AGREEMENT NO. 2

DATE

5/2/12

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO. GS-05B-18465

ADDRESS OF PREMISES 316 8th Avenue, Second Floor - South Side, International Falls, MN 56649-2230

THIS AGREEMENT, made and entered into this date by and between Advanced Chiropractic Center

whose address is 1322 3rd Street, Suite #4 International Falls, MN 56649

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 March 30, 2012, as follows:

Supplemental Lease Agreement No. 2 is hereby prepared to document the Rent Commencement Date and to document the final amount of Tenant Improvements.

In accordance with GSA Lease No. GS-05B-18465, the following paragraphs of the GSA form SF-2, U.S. Government Lease for Real Property, the lease contract shall be modified to incorporate the Rent Commencement Date and to document the final amount of Tenant Improvements.

Therefore, Paragraphs 2, 3, 4, 10, 13, and 21 are hereby deleted entirely and Paragraphs 2, 3, 4, 10, 13, and 21 are substituted in lieu thereof.

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for a ten (10) year term, five (5) years firm term beginning April 1, 2012 subject to termination and renewal rights, if any, as may be hereinafter set forth."

"3. The Government shall pay the Lessor annual rent of \$57,500.00 TC at the rate of \$4,791.67 per month in arrears based on a rate of \$57.50 per ABOA Usable Square foot (of which \$29.15 per ABOA Usable Square foot is Shell Rent), \$50.00 per rentable square foot (of which \$25.35 per rentable square foot is Shell Rent).

April 1, 2017 - March 31, 2022: the shell rate shall be reduced to \$19.04 per rentable square foot.

The operating expense portion of rent is subject to annual escalations as outlined in Paragraph 13 below and referred to in 4.3 Operating Costs of the SFO. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Advanced Chiropractic Center
1322 3rd Street, Suite #4
International Falls, MN 56649

"4. The Government may terminate this lease at any time on or after April 1, 2017 by giving at least 90 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

"10. The lease commencement date of April 1, 2012 in Paragraph 2 of the Standard Form 2, U.S. Government Lease for Real Property, is the estimated effective date. The lease term will then be in effect for ten (10) years thereafter. The anniversary date for adjustments shall be April 1 of each subsequent lease year."

"13. The total net usable square foot area referred to in Paragraph 1 is subject to adjustment but may not be less than the minimum of 1,000 ABOA offered. The Lessor may deliver up to the maximum usable square footage allowable identified in Paragraph 1 of the SFO. Should there be any adjustments in the usable square footage delivered that has been determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$57.50 ABOA per square foot per annum for Years 1-5, 35.63 ABOA per square foot per annum for Years 6-10 of the lease. The lease shall be amended by Supplemental Lease Agreement after the actual field measurement to establish the square footage and rental in compliance with the terms of the lease. In the event the actual amount of space exceeds 1,000 ABOA square feet, 1,150 Rentable there will be no additional cost to the Government."

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

LESSOR BY [Redacted Signature]

1322 THIRD STREET (Owner) INTERNATIONAL FALLS MN 56649

IN THE PRESENCE OF [Redacted] RATION [Redacted] CONTRACTING OFFICER

1322 THIRD STREET (Owner) INTERNATIONAL FALLS, MN 56649 Lease Contract Officer (Title)

"21. In accordance with paragraph 3.2 (A) of SFO GS-05B-18465, the Lessor agrees to provide the Government with all labor, materials, and

equipment necessary to complete the tenant improvements as outlined in Solicitation for Offers No. GS-05B-18465 at a total cost of \$72,375.40.

A lump sum payment in the amount of \$ 15,035.95 will be made to the Lessor by GSA for tenant improvement costs for above standard items requested by the tenant. The GSA will make this payment following the Government acceptance of the leased space and after receiving a certified invoice detailing the actual total tenant improvement costs minus the Tenant Improvement Allowance.

\$ 57,339.45 TC

The remaining balance of the Tenant Improvement Costs of ~~\$57,339.45~~ shall be amortized into the rent at a rate of 8.95% over the five-year firm term of the lease. The costs associated with all change orders must be negotiated and agreed to via Supplemental Lease Agreement prior to the initiation of any work associated with the requested change orders.

All tenant improvement shall be inspected and accepted by a Contracting Officer or authorized representative of the government and documented with supplemental lease agreement at occupancy."

\$ 15,035.95 \$ 15,035.95 TC

It shall be noted that the Government intends to pay lump sum of ~~\$45,045.40~~; this amount of ~~\$45,045.40~~ is determined to be mutually agreed upon by Advanced Chiropractic Center.

Any changes and alterations to the scope of work/line items or delivery time under this contract must be authorized in advance and in writing by the Contracting Officer; otherwise, the contractor assumes all risks and consequences for performing work or changes requested by anyone not authorized to issue such order.

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

Upon successful completion and acceptance by the GSA Contracting Officer, the Lessor shall provide an invoice via mail to:

GSA Office of Finance	US General Services Administration
P.O. Box 17181	Tina Church, Realty Specialist
Ft. Worth, TX 76102	230 S. Dearborn Street, Suite 3300
	Chicago, IL 60604

Or, the invoice may also be sent electronically too by going to the following website: www.finance.gsa.gov

*The invoice needs to reference PS#PS0023184 and contract #GS-05B-18465

Advanced Chiropractic Center

Tax #

DUNS# 843723599

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

TC