

L-2012-0123.1

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 06	DATE
	TO LEASE NO. GS-09B-94446	January 23, 2012

Address of Premises: Building 3, 2255 North Gemini Drive, Flagstaff, Arizona

THIS AGREEMENT, made and entered into this date by and between: **City of Flagstaff**

whose address is: **211 West Aspen Ave., Flagstaff, Arizona 86001**

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

**WHEREAS**, the parties hereto desire to amend the Lease to extend the term, establish termination rights, restate the rent, and establish a new base operating rental rate for the extended term.

**NOW THEREFORE**, the parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

Paragraphs 2, 3, 4 & 7 are deleted in their entirety, and the following are substituted therefor.

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term extended to expire on December 31, 2012."

"3. The Government may terminate this lease in whole or part effective at any time after December 31, 2012, by giving at least 30 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

"4. The Government shall pay the Lessor annual rent:

- a) December 1, 1996 – December 31, 2011: \$284,884.60 (\$17.21 per rentable square foot per annum) at the rate of \$23,740.38 per month in arrears.
- b) January 1, 2012 – December 31, 2014: \$330,472.44 (\$19.97 per rentable square foot per annum) at the rate of \$27,539.37 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

City of Flagstaff  
211 West Aspen Ave.  
Flagstaff, AZ 86001

Rent amounts stated above are exclusive of any operating cost escalations provided under the lease."

-Continued on Sheet Number 1, attached hereto-

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

LESSOR: City of Flagstaff

BY Kevin Burt  
(Signature)

City manager  
(Title)

IN THE PRESENCE OF (witnessed by:)

see attached page  
(Signature)

211 W. Aspen, Flagstaff, AZ 86001  
(Address)

UNITED STATES OF AMERICA

BY Sue Dinkel  
Sue Dinkel, Contracting Officer  
General Services Administration

"7. Pursuant to Paragraph 3.5 of Solicitation for Offers RCA 94446 entitled "Operating Costs", base operating costs are established at \$6.31 per rentable square foot."

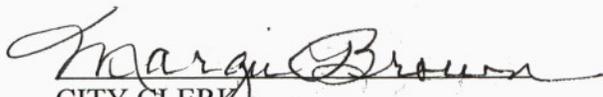
All other terms and conditions of the lease shall remain in force and effect.

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Initials: KB & SM  
Lessor Government

SUPPLEMENTAL LEASE AGREEMENT  
BUILDING 3, 2255 NORTH GEMINI DRIVE, FLAGSTAFF, AZ.  
GS-09B-94446

ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY