

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE
AGREEMENT
No. 1

DATE

4/28/2011

LEASE NO. GS-09B-02525

ADDRESS OF PREMISES: 7431 East 30th Street, Yuma, AZ 85365-6530

THIS AGREEMENT, made and entered into this date by and between INGOLD FAMILY INVESTMENTS, LLC

whose address is: 202 South 1st Avenue, Suite 301C, Yuma, AZ 85364-2315

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.

NOW 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 25, 26 and 27 are hereby added:

25. 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 \$2,906,921.00, inclusive of all management and architectural fees.

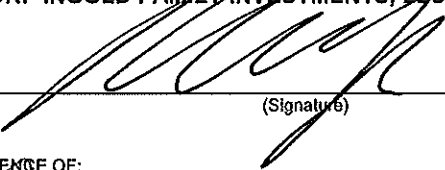
26. The total cost for Tenant Improvements in the amount of \$2,906,921.00 exceeds the tenant improvement allowance of \$888,052.36 (37.454760/ABOASF), which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$2,018,868.64. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.11F 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 \$2,018,868.64 pursuant to Paragraph 27, herein. The Lessor hereby waives restoration as a result of all improvements.

Continued on Page 2 of 2

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.


LESSOR: INGOLD FAMILY INVESTMENTS, LLC

BY


(Signature)

ROBERT R. INGOLD, JR.
(Print Name and Official title)
MANAGER

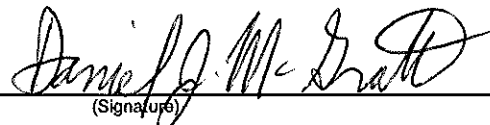
IN PRESENCE OF:


(Signature)

Jonathan Mathews agent
(Print Name and Official title)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service

BY


(Signature)

Contracting Officer
(Official title)

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 1 TO LEASE #GS-09B-02525

27. 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 \$2,018,868.64** shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, 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 Acquisition Division
Attention: Dan McGrath
401 West "A" Street, Suite 2075
San Diego, CA 92101

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