

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE
AGREEMENT 1

DATE

1/31/12

TO LEASE NO. GS-09B-02730

ADDRESS OF PREMISES:

Yuma Commerce Center
7016 E. 30th Street, Suites 103-105
Yuma, AZ 85365-6552

THIS AGREEMENT, made and entered into this date by and between Ingold Family Investments, LLC

whose address is: 304 N Orange Ave
Fallbrook, CA 92028-2153

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 expand the Premises prior to occupancy, adjust the annual rent, adjust the RSF in Paragraph 12, adjust the Tenant Improvement Allowance, and adjust the Broker Commission and Commission Credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government. In this regard, Paragraphs 1, 10, 12, 17, 24, and Exhibit B (Floor Plan) are deleted in their entirety and the following new Paragraphs 1, 10, 12, 17, 24, and Exhibit B (Floor Plan), are substituted as follows:

"1. The Lessor hereby leases to the Government the following described premises:

8,747 rentable square feet (rsf) yielding approximately 8,747 ANSI/BOMA Office Area square feet and related space located in the Yuma Commerce Center Building at 7016 E. 30th Street, Suites 103-105, Yuma, AZ 85365-6552 together with 12 parking spaces consisting of 7 secured and 5 onsite and reserved surface parking spaces as depicted on Exhibit A and Exhibit B to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

"10. The Government shall pay the Lessor annual rent of \$282,458.25 at the rate of \$23,538.19 per month in arrears for years 1-5. For years 6-10, the Government shall pay the Lessor annual rent of \$308,961.66 at the rate of \$25,746.81 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

Ingold Family Investments, LLC
350 W. 16th Street, Suite 332
Yuma, AZ 85364-4646

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

LESSOR: Ingold Family Investments, LLC

BY

(Signature)

Menger

(Title)

IN THE PRESENCE OF (witnessed by:)

Joel Mashers
(Signature)

304 N. Orange Ave Fallbrook, CA 92028
(Address)

UNITED STATES OF AMERICA

BY



(Daniel J. McGrath)

Contracting Officer
GSA, PBS, RED

SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF SUPPLEMENTAL LEASE AGREEMENT
NUMBER 1 TO LEASE NUMBER GS-09B-02730

- "12. TAX ADJUSTMENT: Pursuant to Paragraph 4.2, "Tax Adjustment", for purposes of tax escalation, the Government occupies 11,126/18,725 rentable square feet (59.42%). Of the 11,126 square feet, the rentable is 8,747 square feet and the balance is structured parking inside the warehouse.
- "17. TENANT IMPROVEMENT ALLOWANCE: The maximum Tenant Improvement Allowance has been established by Paragraph 3.2, "Tenant Improvements Included in Offer." The Tenant Improvement Allowance of \$382,219.59 shall be amortized over the 10 year firm term of the lease at an interest rate (amortization rate) of 8.0% per year.
- "24. BROKER COMMISSION AND COMMISSION CREDIT: The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:
- Month 1 Rental Payment \$23,538.19 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.
- Month 2 Rental Payment \$23,538.19 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.
- Month 3 Rental Payment \$23,538.19 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.
- Month 4 Rental Payment \$23,538.19 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.

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 & 
Lessor Government