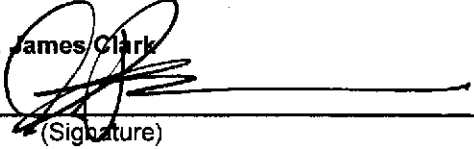
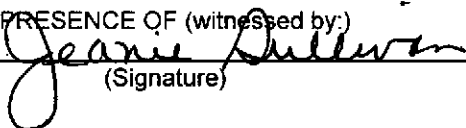
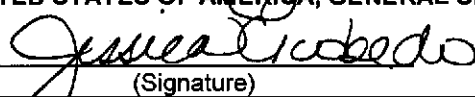


<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT No. 1	DATE <u>10/5/2011</u>
TO LEASE NO. <b>GS-09B-02816</b>		
ADDRESS OF PREMISES: <u>256 S. 2<sup>nd</sup> Avenue, Suite D</u> <u>Yuma, AZ 85364</u>		
THIS AGREEMENT, made and entered into this date by and between <b>A. James Clark</b> whose address is: <b>256 S. 2<sup>nd</sup> Avenue, Suite E</b> <b>Yuma, AZ 85364</b>		
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 establish Beneficial Occupancy, clarify termination rights after the firm term, and the rent payable.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective upon execution by the Government, to establish beneficial occupancy:		
<b>Part II Paragraphs 3, 5, and 6 are deleted in their entirety and replaced with the following:</b>		
<b>3. TO HAVE AND TO HOLD</b> the said premises with its appurtenances for the term beginning September 1, 2011 through August 31, 2021. The Government may terminate this lease at any time after August 31, 2016 with 90 days written notice to the Lessor.		
<b>5. AMOUNT OF ANNUAL RENT:</b> The Government shall pay the Lessor annual rent of \$118,608 (\$24.71/RSF) at the rate of \$9,884 per month in arrears for years 1-5. The \$24.71 lease rate shall consist of \$12.05 Shell Rent, \$3.81 Amortized Tenant Improvements, and \$8.85 Operating Expenses. The Government shall pay the Lessor annual rent of \$100,320.00 (\$20.90/RSF) at the rate of \$8,360.00 per month in arrears for years 6-10. The \$20.90 lease rate shall consist of \$12.05 Shell Rent, and \$8.85 Operating Expenses.		
<b>6. TENANT IMPROVEMENTS:</b> Tenant Improvements are calculated at \$91,468.00 amortized over 60 months at 0% interest.		
All other terms and conditions of the lease shall remain in full force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
<b>LESSOR: A. James Clark</b> BY <u></u> <span style="float: right;"><u>Owner</u></span> <div style="display: flex; justify-content: space-between; width: 100%;"> <span>(Signature)</span> <span>(Title)</span> </div>		
IN THE PRESENCE OF (witnessed by:) <u></u> <span style="float: right;"><u>256 S. 2nd Ave, #E</u></span> <div style="display: flex; justify-content: space-between; width: 100%;"> <span>(Signature)</span> <span>Yuma AZ 85364 (Address)</span> </div>		
<b>UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, Public Buildings Service.</b> BY <u></u> <span style="float: right;"><u>Contracting Officer, GSA</u></span> <div style="display: flex; justify-content: space-between; width: 100%;"> <span>(Signature)</span> <span></span> </div>		

Part I Paragraph 7 is deleted in its entirety and replaced with the following:

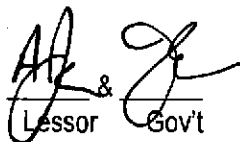
**7. BROKER COMMISSION AND COMMISSION CREDIT:** The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, 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.

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 Monthly Rent:

Month 1 Rental Payment \$9,884.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$9,884.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment \$9,884.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

  
Lessor & Gov't