

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No.8

DATE

6/1/2011

TO LEASE NO GS-09B-02392

ADDRESS OF PREMISES: 41 Paseo De Yucatan, Rio Rico, AZ 85648 (Block A) and address TBD Paseo de Yucatan (Block B), Rio Rico AZ 85648 as determined by Santa Cruz County

THIS AGREEMENT, made and entered into this date by and between **Nogales Imperial, LLC**, whose address is 7825 Fay Ave, Suite 250, La Jolla, CA 92037-4259

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 authorize Change Order 2,3,4 as outlined in Exhibit A,B,C, attached.

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:

Paragraph 25 and 26 is deleted in its entirety and replaced with the same numbered paragraphs and is hereby added.

25. Upon completion and acceptance of Tenant Improvements identified herein for Block A, the Lessor shall submit for Lump Sum Payment an original and one copy of the Invoice. The original invoice, in an amount not to exceed **\$1,174,527.66** shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO Box 17181
Fort Worth, TX 76102 -0181

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 GSA at:

GSA, Realty Services
300 West Congress St., Suite 5W (FB-36)
Tucson, AZ 85701

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 GSA 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.

26. The following Change Orders are authorized by the Government for Block A and included in the lump sum invoice total cost in Paragraph 25:

C.O. #	Date Authorized	Description	Amount
NA	1/20/2011	Lump Sum at Notice to Proceed	
1	3/8/2011	Costs to add requested items per attached Change Order Exhibit (Approved in SLA 7)	
2	4/21/2011	Costs to add requested items per attached Change Order Exhibit (Additional Security Items)	
3	4/20/2011	Costs to add requested items per attached Change Order Exhibit ()	
4	5/18/2011	Costs to add requested items per attached Change Order Exhibit ()	
		Total Lump Sum Cost	\$1,174,527.66

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

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

LESSOR: Nogales Imperial, LLC

BY

(Signature)
IN PRESENCE OF (Signature)

Paul R. Engh, Member

(Print Name and Official title)

GENN R. DUGAN JR, MEMBER

(Print Name and Official title)

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

BY

(Signature)

Contracting Officer

(Official title)