

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL  
AGREEMENT  
**4**

DATE

12/09/10

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 Avenue, Suite 250  
La Jolla, CA 92037**

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended to add Block B, increase the square footage, increase the rent and increase the total number of on-site parking spaces, effective upon execution, as follows:

Paragraphs 21 are hereby revised and replaced with the following:

**"21. COMMISSION AND COMMISSION CREDIT:**

For **Block A** ( ) the Lessor and the Broker have agreed to a cooperating lease commission of [ ] of the first five years of the firm term value of this lease valued at \$5,239,776.40 and [ ] of the second five years of the firm value of this lease valued at \$5,239,776.40. The total amount of the commission is [ ]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with SFO Section entitled "Broker Commission and Commission Credit", the Broker has agreed to forego [ ] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [ ] and shall be credited in three equal amounts of [ ] over the first three monthly rent payments. Notwithstanding Paragraph 3 of this Standard Form 2, the Firm Term Rental payments shall be reduced to fully re-capture this Commission Credit.

For **Block B** ( ) the Lessor and the Broker have agreed to a cooperating lease commission of [ ] of the first five years of the firm term value of this lease valued at \$1,163,068.95 and [ ] of the second five years of the firm value of this lease valued at \$1,163,068.95. The total amount of the commission is [ ]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with SFO Section entitled "Broker Commission and Commission Credit", the Broker has agreed to forego [ ] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [ ] and shall be credited in three equal amounts of [ ] over the first three monthly rent payments. Notwithstanding Paragraph 3 of this Standard Form 2, the Firm Term Rental payments shall be reduced to fully re-capture this Commission Credit.

For both Blocks A & B, the total Commission is [ ]; the total Commission Credit is [ ].

The reductions shall commence with the first month and continue as indicated as follows:

For **Block A** ( ):

First Month's Rental Payment shall be [ ] (or the monthly payment of \$87,329.61 minus a commission rent credit of [ ]).

Second Month's Rental Payment shall be [ ] (or the monthly payment of \$87,329.61 minus a commission rent credit of [ ]).

Third Month's Rental Payment shall be [ ] (or the monthly payment of \$87,329.61 minus a commission rent credit of [ ]).

Lessor  Gov't 

For Block A [REDACTED]:

First Month's Rental Payment shall be [REDACTED] (or the monthly payment of \$19,384.48 minus a commission rent credit of [REDACTED]).

Second Month's Rental Payment shall be [REDACTED] (or the monthly payment of \$19,384.48 minus a commission rent credit of [REDACTED]).

Third Month's Rental Payment shall be [REDACTED] (or the monthly payment of \$19,384.48 minus a commission rent credit of [REDACTED]).

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

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

**LESSOR: NOGALES IMPERIAL, LLC**

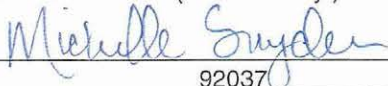
BY

  
Paul R. Engh

Member

(Title)

IN THE PRESENCE OF (witnessed by:)

  
92037

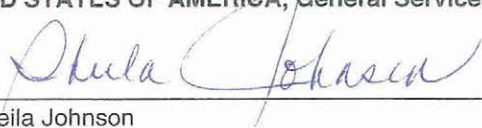
(Signature)

7825 Fay Avenue, Suite 250, LaJolla CA

(Address)

**UNITED STATES OF AMERICA, General Services Administration, Property Acquisition & Realty Services**

BY

  
Sheila Johnson

Contracting Officer