

## Supplemental Lease Agreement

Number 1

Lease Number:

GS-09B-02392

Date:

December 28, 2009

ADDRESS OF PREMISES

Portion of Lot "L", Block 149, Rio Rico Estates #8  
Rio Rico, AZ 85648THIS 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

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 Lease Number GS-09B-02392 is amended, effective December 8, 2009, as follows:

Paragraph 21 of the lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

**21. Commission and Commission Credit:**

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 and  of the second five years of the firm term value of this lease. The total amount of the commission is . 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  of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is . 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:

First Month's Rental Payment \$84,431.37 minus prorated Commission Credit of  equals  adjusted First Month's RentSecond Month's Rental Payment \$84,431.37 minus prorated Commission Credit of  equals  adjusted Second Month's RentThird Month's Rental Payment \$84,431.37 minus prorated Commission Credit of  equals  adjusted Third Month's Rent

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: \_\_\_\_\_

(Signature)

MEMBER

(Title)

IN THE PRESENCE OF

BY: \_\_\_\_\_

(Signature)

7825 Fay Avenue, #250, LA Jolla CA

(Address)

**UNITED STATES OF AMERICA**

BY: \_\_\_\_\_

(Signature)

**Contracting Officer, General Services Administration**  
(Official Title)