

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
NO. 5

DATE

12-16-2010

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

Herein after 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 consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective as of the date of this Supplemental Agreement 5, as follows:

This Supplemental Lease Agreement (SLA) No. 5 serves to provide BLOCK A [REDACTED] the Notice to Proceed for tenant improvements in the amount of \$1,870,300.62. The aforementioned budget total exceeds the tenant improvement allowance delineated within the lease by \$1,004,057.83, and will be paid via lump sum payment by an RWA.

Paragraph 24 is hereby being added as follows:

"24. On November 30, 2010 the Government verbally approved the Tenant Improvement budget dated 11/10/2010 in the amount not to exceed \$1,870,300.62, and this SLA number five (5) shall serve as formal written approval for the aforementioned tenant improvement budget. This amount includes all materials, labor, and overhead, as described further in the Lessor's budget, to complete the work to the Government's satisfaction. The amount of Tenant Improvement allowance per paragraph 3 of the Solicitation for Offers, attached to and made a part of this lease, is \$866,242.79 and will be amortized into the rent for the firm term of ten (10) years at 8.75% per year. The remaining amount of \$1,004,057.83 shall be paid via a one-time lump sum. The approved budget is hereby attached and added to the lease (Exhibit "A").

Upon completion, inspection, and acceptance of the work by the Government, the Lessor shall be paid via a one-time lump sum payment in the amount not to exceed \$1,004,057.83.

The Government, if approved by the Contracting Officer in writing, may adjust the amortized and lump sum amounts to reflect any additional Tenant improvement costs or credits during the course of the project. Any Tenant Improvement amount above the original tenant allowance will be paid pursuant to Paragraph 3.3 of the SFO."

Invoice for payment shall be submitted on letterhead of the lessor, include an invoice number, this lease number, and the following Pegasys Document Number: PS _____. The Lessor shall submit the invoice to:

GSA Office of Finance With Courtesy Copies to:
P.O. Box 17181
Fort Worth, Texas 76102 -0181

Shelia Johnson
General Services Administration
450 Golden Gate Ave., 3E
San Francisco, CA 94102

Kamy Goldfarb
CB Richard Ellis
8270 Greensboro Dr
Suite 620
McLean, VA 22102

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.

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LESSOR NOGALES IMPERIAL, LLC

BY

(Signature)

Paul R. Engh

IN PRESENCE OF

Michelle Snyder

(Signature)

(Title)

Managing Member

7825 Fay Ave. #250, La Jolla, CA 92037

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

Shelia Johnson (Signature)

Lease Contracting Officer

(Official Title)