

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT No. 1

DATE 6-28-2010

TO LEASE NO. **GS-09B-02526**

ADDRESS OF PREMISES: 240 N. Freeport Dr.,
Nogales, AZ 85621

THIS AGREEMENT, made and entered into this date by and between **JOFFROY HOLDINGS LLC**

Whose address is: **4231 E. Pontatoc Canyon Dr.**
Tucson, AZ 85718

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 effective upon execution by the Government as follows: To pay lump sum for tenant improvements, cabling, and security. In this regard, Paragraphs 25, 26, and 27 have been added.

25. **NOTICE TO PROCEED:** Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable. A Notice to Proceed is hereby issued for the construction of Tenant Improvements at a total cost not to exceed \$175,832.00 inclusive of all management and architectural fees and the installation of the security equipment and telecommunication at a cost of \$71,775.00.

26. **TENANT IMPROVEMENTS PAID LUMP SUM:**

- A. The total cost for the Tenant Improvements in the amount of \$175,832.00 has been negotiated to be paid as a LUMP SUM PAYMENT. At the request of the Government, the Lessor shall furnish and provide prior to acceptance, for the total cost of **\$175,832.00**, all labor, materials and equipment to install the necessary tenant improvements and to maintain the materials and repair equipment in accordance with this Lease Agreement GS-09B-02526 and the Government Approved Design Intent Drawings.
- B. The Government shall make a "LUMP SUM" payment for alterations within 30 days upon receipt of an original invoice after completion and acceptance of the work and the space by the Government in the amount of **\$175,832.00**. Payment will be due only for items which are (i) shown on the Government's approved layouts or (ii) changes requested in writing by the Contracting Officer.

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: JOFFROY HOLDINGS LLC

BY [Signature]
(Signature)

IN THE PRESENCE OF (witnessed by):

[Signature]
(Signature)

MEMBER

4231 E. PONTATOC CANYON DR. (Title)
TUCSON, AZ 85718
(Address)

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

BY [Signature]
(Signature)

Contracting Officer, GSA