

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE:

JAN 13 2010

LEASE No. **GS-09B-02084**

THIS LEASE, made and entered into this date between **INGOLD FAMILY INVESTMENTS, LLC** a California limited liability company

whose address is: 202 South 1st Avenue, Yuma, Arizona 85364-2365

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the **LESSOR**, and the **UNITED STATES OF AMERICA**, hereinafter called the **GOVERNMENT**:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
A total of 9,826 rentable square feet (rsf) of space in two blocks; (1) 6,684 rsf of office space yielding 6,684 ANSI/BOMA Office Area square feet (Suites 102 and 103) - hereafter identified as Block "A;" and (2) 3,142 rsf of warehouse space yielding 3,142 ANSI/BOMA Office Area square feet (Suite 104) containing nine (9) reserved, structured parking spaces - hereafter identified as Block "B;" all located on the first floor of Building D at the Yuma Commerce Center, 7102 East 30th Street, Yuma, Arizona 85365-6547, as depicted on the attached floor plan (Exhibit A)(the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for a total term of ten (10) years beginning upon the date of substantial completion and acceptance of the space by the Government. The actual commencement date of this lease, along with any applicable termination rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government ("beneficial occupancy").
3. The Government shall pay the Lessor, upon establishment of beneficial occupancy, total annual rent of \$227,737.06 at the rate of \$18,978.09 per month in arrears for years 1 through 5. The Government shall pay the Lessor total annual rent of \$176,076.60 at the rate of \$14,673.05 per month in arrears for years 6 through 10. Rent for a lesser period shall be prorated. Rent shall be paid through Electronic Funds Transfer and payable to:
Ingold Family Investments, LLC
202 South 1st Avenue
Yuma, Arizona 85364-2365
4. The Government may terminate this lease, in whole or in part, effective at any time after the fifth year of this lease by giving at least ninety (90) calendar days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. PARAGRAPH 5 IS INTENTIONALLY OMITTED.
6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
 - A. The nine (9) on-site, reserved, structured parking spaces described in Paragraph 1 above and any other parking spaces required by local code.
 - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings. Rent is subject to adjustment in accordance with Paragraph 1.11, "Tenant Improvement Rental Adjustment" of the Solicitation For Offers (SFO) No. 7AZ2069 attached hereto. All costs associated with services, utilities, maintenance, repair, replacement, inspections, improvements, and other requirements as required by the SFO and this lease.
 - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the SFO.

7. The following are attached and made a part hereof:

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) Solicitation For Offers No. 7AZ2069 (pages 1-44)(all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements (22 pages);
- c) Amendment Number 1 (2 pages);
- d) GSA Form 3517 "General Clauses" (2 pages);
- e) GSA Form 3518, "Representations and Certifications" (8 pages);
- f) Sheet no. 1-3 containing Paragraphs 9-21;
- g) Floor Plan-Exhibit "A", (1 Page);

8. The following changes were made in this lease prior to its execution:

Paragraph 5 of this STANDARD FORM 2 was deleted in its entirety. Paragraphs 9 through 21 have been added.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

LESSOR:: ~~INGOLD FAMILY INVESTMENTS, LLC~~ a California limited liability company

BY _____

 (Signature) *RGB INGOLD*

(Signature)

IN PRESENCE OF:

Jonathan Mathews

 (Signature) *Jonathan Mathews*

(Address)

[Redacted Address]

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

BY *M.E. NYGREN*

 CONTRACTING OFFICER, GSA

Yuma, AZ 85364

[Handwritten initials]