

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 2

DATE

9-22-10

TO LEASE NO.

GS-07B-16717

ADDRESS OF PREMISES The Mills Building
 303 N. Oregon
 El Paso, Texas

This agreement made and entered into this date by and between Mills Plaza Properties, LP

whose address is: 123 Mills Avenue, Suite 600
 El Paso, TX 79901-1317

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

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

The purpose of this Supplemental Lease Agreement No. 2 is to issue the official Notice-to-Proceed (NTP) with Tenant Improvements for [REDACTED] and modify Paragraph 2 of the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease dated March 22nd, 2010 is amended, effective upon execution by the Government, as follows:

Paragraph 2 of the Lease is revised as follows:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the lease premises but not to exceed 135 calendar days following the Government's issuance of Tenant Improvement Notice to Proceed and continuing for a term of ten (10) years, subject to termination and renewal rights as may be hereinafter set forth."

The Lessor and Government agree the cost of the Tenant Improvements is \$979,746.55. The amount will be paid as follows:

\$319,175.00	Tenant Improvement Allowance (amortized in Lease)
\$ 3,300.00	Building-Specific Security Allowance (amortized in Lease)
<u>\$657,271.55</u>	Lump Sum Payment
<u>\$979,746.55</u>	Total

The Tenant Improvement Allowance in the amount of \$319,175.00 will be amortized at 9% interest over the five (5) year firm term.

The Building-Specific Security in the amount of \$3,300.00 will be amortized at 9% interest over the five (5) year firm term.

Upon completion, inspection and acceptance of the space by the Contracting Officer, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$657,271.55, upon receipt of an original invoice.

- Continued on Page 2 -

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

LESSOR: Mills Plaza Properties, LP.

BY

[Signature]
(Signature)

IN PRESENCE OF

[Signature]
(Signature)

Pres of GIP

(Title)

123 W. Mills Ave, Suite 600

El Paso, TX 79901

(Address)

UNITED STATES OF AMERICA

BY

[Signature]
(Signature)

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
819 Taylor Street, Room 5C05 Fort Worth, TX 76102
(Official Title)

The original invoice must be submitted directly to the GSA Finance office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Ft. Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Att: Daphne Hadley
819 Taylor Street, Room 5A18
Ft. Worth, TX 76102

A proper invoice must include the following:

- Invoice Date.
- Name of the Lessor as shown on Lease.
- Lease contract numbers, building address and a description, price and quantity of the item delivered.
- If the invoice is not submitted on Company letterhead the person(s) with whom the Lease contract is made must sign the invoice.
- GSA PDN #PS 0018421.

Invoices submitted to Finance without the PS number are immediately returned to the vendor or Lessor.

Invoice may be submitted electronically on the Finance website at www.finance.gsa.gov."

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

- END OF SLA NO. 2 -