

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL AGREEMENT NO. 4	DATE <u>8-23-11</u>									
		TO LEASE NO. GS-07B-16718										
ADDRESS OF PREMISES	The Mills Building 303 N. Oregon El Paso, Texas											
<p>This agreement made and entered into this date by and between Mills Subtenant, LLC whose address is: 123 Mills Avenue, Suite 600 El Paso, TX 79901-1317</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>The purpose of this Supplemental Lease Agreement No. 4 is to establish the commencement date and to revise the total cost of the Tenant Improvements due to change order Nos. 1, 2, 3 and 4.</p> <p>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:</p> <ol style="list-style-type: none"> 1. 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 March 16th, 2011 and continuing through March 15th, 2021 subject to termination and renewal rights as is hereinafter stated." 2. Paragraph 3 of the Lease is revised as follows: "3. The Government shall pay the Lessor annual rent at the following rate: <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="padding: 5px;">Term Years</th> <th style="padding: 5px;">Annual Rent</th> <th style="padding: 5px;">Monthly Rent Payable in Arrears</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">March 16th, 2011 thru March 15th, 2016</td> <td style="padding: 5px;">\$171,539.90</td> <td style="padding: 5px;">\$14,294.99</td> </tr> <tr> <td style="padding: 5px;">March 16th, 2016 thru March 15th, 2021</td> <td style="padding: 5px;">\$142,873.93</td> <td style="padding: 5px;">\$11,906.16</td> </tr> </tbody> </table> <p>Rent for a lesser period shall be prorated. Rent shall be made payable to:</p> <p style="text-align: center;">MILLS SUBTENANT, LLC 123 MILLS AVENUE, SUITE 600 EL PASO, TX 79901-1317"</p> <p style="text-align: center;">- Continued on Page 2 -</p>				Term Years	Annual Rent	Monthly Rent Payable in Arrears	March 16 th , 2011 thru March 15 th , 2016	\$171,539.90	\$14,294.99	March 16 th , 2016 thru March 15 th , 2021	\$142,873.93	\$11,906.16
Term Years	Annual Rent	Monthly Rent Payable in Arrears										
March 16 th , 2011 thru March 15 th , 2016	\$171,539.90	\$14,294.99										
March 16 th , 2016 thru March 15 th , 2021	\$142,873.93	\$11,906.16										
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.												
LESSOR: Mills Subtenant, LLC BY <u>[Signature]</u> (Signature)		<u>[Signature]</u> (Title)										
IN PRESENCE OF <u>Sandra M. Mendez</u> (Signature)		<u>123 W. Mills Ave, Suite 600</u> <u>El Paso, TX 79901</u> (Address)										
UNITED STATES OF AMERICA BY <u>[Signature]</u> (Signature)		CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION 819 Taylor Street, Room 5C05 Fort Worth, TX 76102 (Official Title)										

3. Paragraph 4 of the Lease is revised as follows:

"4. The Government may terminate this lease in whole or in part at any time on or after March 15th, 2016 by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

4. Paragraph 8 of the Lease is revised as follows:

"8. The Lessor and the Government agree the final cost of the Tenant Improvements is \$351,837.14 per the Notice to Proceed and Change Orders 1 thru 4, attached hereto. The revised amount will be paid as follows:

\$159,914.93	Tenant Improvement Allowance Amortized in Lease
<u>\$191,922.21</u>	Adjusted Lump Sum Payment
\$351,837.14	Total Revised Contract Amount

The Lump Sum Payment breakdown is as follows:

SLA No. 2, Notice to Proceed balance of:	\$337,971.62	
Change Order Number 1	\$ 5,209.03	
Change Order Number 2	\$ 6,634.43	
Change Order Number 3	\$ 0,000.00	included in Change Order Number 4
Change Order Number 4	<u>\$ 2,022.06</u>	
Total:	<u>\$351,837.14</u>	

The Tenant Improvement Allowance in the amount of \$159,914.93 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 \$191,922.21, upon receipt of an original invoice.

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 0018885.

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.

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Initials	
Gov't	Lessor
<i>[Signature]</i>	<i>[Signature]</i>

5. The maintenance contract and the cost for any repairs for the Liebert unit installed as a part of the Tenant Improvement Allowance will be billed to the Government on a quarterly basis. Additionally, the Liebert unit has been submetered and the usage will be billed quarterly to the Government. It is understood the Liebert unit is the property of the Government and Lessor has no responsibility for the repair, maintenance, cost of utilities or liability for any issues related to nonperformance.

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

- END OF SLA NO. 4 -



Initials	
Govt	Lessor