


<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT</b>		SUPPLEMENTAL AGREEMENT <b>NO. 43</b> TO LEASE NO. <b>GS-07B-16718</b>	DATE <b>11-19-10</b>				
ADDRESS OF PREMISES    303 N. Oregon Street El Paso, Texas 79901							
THIS AGREEMENT, made and entered into this date by and between Mills Plaza Properties, LP (Former Lessor) and (Lessor) Mills Subtenant, LLC							
whose address is        123 W. Mills Ave. Suite 600 El Paso, TX 79901-1577							
Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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 November 19, 2010, as follows:							
1. Mills Subtenant, LLC, a Texas Limited Liability Company, Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-16718, as amended and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after November 19, 2010. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-16718 against Former Lessor and ratifies and confirms all actions heretofore taken by Former Lessor with respect to the contract with the same force and effect as if the actions had been taken by Lessor. Nothing contained herein shall be construed as releasing the Former Lessor from the Former Lessor's obligations under the terms of the lease							
2. The Government agrees to accept the furnishings of the aforesaid premises in accordance with the terms, provisions and conditions of said lease, as amended, reserving, however, all the Government's rights against Lessor and Former Lessor.							
3. Mills Subtenant, LLC, Lessor, waives all rights to payments under subject lease as against the Government arising prior to November 19, 2010.							
4. Mills Plaza Properties, LP, former Lessor, confirms the transfer and waives any claims and rights against the Government that it now has or may have in the future in connection with this lease after November 19, 2010.							
5. The Lessor also agrees to be added to ACH Vendor Enrollment per Debt Collection Improvement Act, which became effective July 27, 1996.							
6. Notwithstanding the foregoing, all payments heretofore made by the Government to the Former Lessor and all other actions hereto taken by the Government pursuant to its obligations under the contract shall be deemed to have discharged the Government's obligations under the contract to the extent of the amounts so paid or reimbursed or such actions taken.							
7. Mills Subtenant, LLC, agrees to indemnify and then save harmless the United States of America from and against any actions, loss, claims, or damages the United States of America may suffer or sustain by reason of the United States of America making payment under the Lease to Mills Subtenant, LLC							
(Continued on Page 2 Attached Hereto and Made part of SLA No. <sup>3</sup> to Lease GS-07B-16718)							
		<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td colspan="2" style="text-align: center;">INITIAL</td> </tr> <tr> <td style="text-align: center;">GOVT</td> <td style="text-align: center;">LESSOR</td> </tr> </table>		INITIAL		GOVT	LESSOR
INITIAL							
GOVT	LESSOR						

TO BE MADE PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 1 3 *GM*  
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8. The new owner of GS-07B-16718 is required to complete the GSA Form 3518 enclosed and return it with the Supplemental Lease Agreement which will be made part of the lease.

9. PAYEE ADDRESS:

123 W. Mills Avenue Suite 600  
El Paso, TX 79901

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: Mills Subtenant, LLC

BY

*[Signature]*  
Signature

*Duly Authorized Agent*  
(Title)

Lessor's Tax ID No. [REDACTED]

Dun & Brad Street Number 963323782

IN PRESENCE OF

BY:

*Sandra M. Mender*  
Signature

*CFO*  
(Title)

Former Lessor: Mills Plaza Properties, LP

BY

*[Signature]*  
Signature

*Duly Authorized Agent*  
(Title)

IN PRESENCE OF

BY:

*Sandra M. Mender*  
Signature

*CFO*  
(Title)

UNITED STATES OF AMERICA

BY:

*[Signature]*  
(Signature)

CONTRACTING OFFICER

GENERAL SERVICES ADMINISTRATION

*Thomas Ben*  
(Official Title)

GSA Form 276 (Jul. 67)