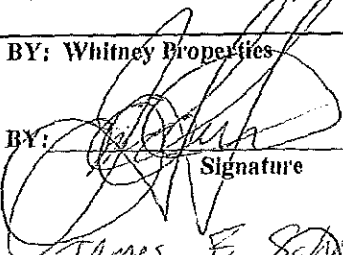

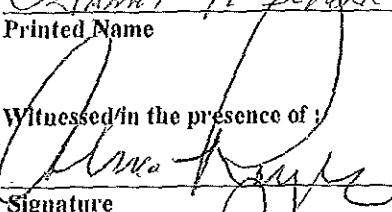

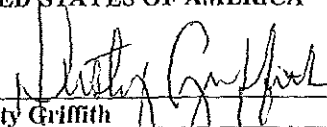


<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT <b>NO 2</b>	DATE 8-18-11
TO LEASE NO. <b>GS-07B-16774</b>		
ADDRESS OF PREMISES: 601 Sunland Park Drive, El Paso, TX 79912-5131		
THIS AGREEMENT, made and entered into this date by and between. Whitney Properties  whose address is 100 N. Oregon Street, 12 <sup>th</sup> Floor El Paso, TX 79901  hereinafter called the Lessor, and the <b>UNITED STATES OF AMERICA</b> , hereinafter called the Government:  <b>WHEREAS</b> , the parties hereto agree to supplement the above Lease.  <b>NOW THEREFORE</b> , these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the execution of both parties, as follows:  "1.) To provide for Change Orders increasing the Tenant Improvements to be constructed; and 2.) To provide a Notice to proceed; and 3.) To provide for the payment of the Tenant Improvements; and 4.) All other terms and conditions are in full force and effect.  (Continued)		
IN WITNESS WHEREOF, the parties subscribe their names as of the above date.		
BY: Whitney Properties		
BY:  _____ Signature	 _____ Title	
James F. Scherer _____ Printed Name		
Witnessed in the presence of:		
 _____ Signature	<div style="border: 1px solid black; padding: 5px; text-align: center;">          Alma Reyes          Notary Public, State of Texas          My Commission Expires:          May 28, 2012          _____          (Address)       </div>	
Alma Reyes _____ Printed Name	El Paso, TX 79901 _____ City, State, Zip	
<b>UNITED STATES OF AMERICA</b>		
 _____ Dusty Griffith	General Services Administration 819 Taylor St. Fort Worth, TX 76102 Contracting Officer _____ (Official Title)	

1. The Lessor shall provide all of the materials, labor, and services required to provide and install the tenant improvement alterations as described below, by and according to the Change Order Proposals created by EPR Contractors, Inc, 1822 Magoffin, El Paso, TX. The Change Orders consists of the following:

<u>Change Order No.</u>	<u>Description</u>	<u>Price</u>
Change Order No. 2	Change Mini Split Units from 1 1/2 ton to 2 ton units.	\$ 1,617.00
Change Order No. 3	Add Electrical Outlets	\$ 2,792.00
Change Order No. 4	Change floor finish from VCT to Ceramic in Entry and Breakroom	\$ 1,030.00
Change Order No. 5	Electrical / 4 data drops, outlets and conduit in room 113	\$ 1,607.00
Change Order No. 6	Security Systems (see attached scope of work).	\$64,201.00
	Total	\$71,247.00

The parties further agree that the following Proposal and Scope of Work documentation is incorporated into this lease agreement :

Change Order No. 2, from EPR Contractors, dated 2-15-11 (3 pages);  
Change Order No. 3, from EPR Contractors, dated 5-19-11 (4 pages);  
Change Order No. 4, from EPR Contractors, dated 5-19-11 (1 page);  
Change Order No. 5, from EPR Contractors, dated 5-20-11 (4 pages);  
Change Order No. 6, from EPR Contractors, dated 5-24-11 (7 pages).

2. Upon full execution by both parties and delivery of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with the construction of the tenant improvement alterations described above. The Lessor shall complete the alterations within 15 working days from the execution of this Notice To Proceed.

3. The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

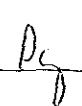
The total tenant improvement costs are changed from \$506,032.89 (See SLA 1), to \$577,279.89. The tenant improvement allowance in the amount of \$301,015.40 and the Building Specific Amortized Capital in the amount of \$7,760.00 shall be amortized over 60 months at an 8% interest rate. The remaining balance of the tenant improvement costs in the amount of \$268,504.49, shall be paid to the Lessor in a lump sum payment in accordance with the Prompt Payment provision in the lease. The payment of the Tenant Improvement Costs and Building Specific Amortized Capital is demonstrated below:

<u>Item</u>	<u>Total Amount</u>	<u>Annual Amount</u>	<u>Monthly Amount</u>	<u>Lump Sum</u>
Tenant Improvement Allowance	\$301,015.40	\$73,242.12	\$ 6,103.51	0
Building Specific Amortized Capital	\$ 7,760.00	\$ 1,888.08	\$ 157.34	0
Excess of TI's over TI Allowance				\$268,504.00

To submit for payment of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PS0019710 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

The total tenant improvement costs includes all Lessor fees for general and administrative costs, overhead and profit and any and all costs associated with the completion of the tenant improvements and acceptance by the Government on or before August 15, 2011.

Lessor Initials: 

Gov't Initials: 

**Supplemental Lease Agreement #2**  
**GS-07B-16774**

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If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

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

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer/Realty Specialist at the following address:

General Services Administration  
ATTN: Kelly Krum  
819 Taylor Street Room 5A18  
Fort Worth, TX 76102

4.) All other terms and conditions of this lease shall remain in full force and effect."

This Supplemental Lease Agreement No. 2 consists of 22 pages.

(END)

Lessor Initials:  Gov't Initials 