

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO 5

DATE
11/8/11

TO LEASE NO.
GS-07B-16657

ADDRESS OF PREMISES: 303 N. Oregon Street, El Paso, Texas 79901

THIS AGREEMENT, made and entered into this date by and between **Mills Subtenant, LLC.**

whose address is 123 W. Mills Ave. Suite 600
El Paso, Texas 79901-1577

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

WHEREAS, the parties hereto agree to supplement the above Lease.

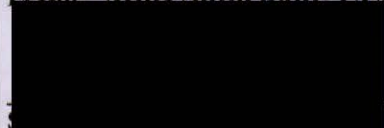
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on October 26, 2011 as follows:

- 1) to provide for a Notice to Proceed for change orders (C/O) 7 and 9, and provide for an anticipated date of completion; and
- 2) to change the total cost of the Tenant Improvements; and
- 3) to provide for the payment of the total Tenant Improvement Cost and Build Security Amortized Capital (BSAC); and
- 4) All other terms and conditions are in full force and effect.

See Attached

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

Lessor: **Mills Subtenant, LLC.**



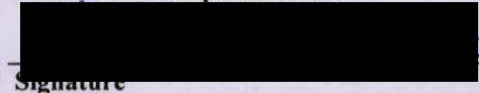
Pres. of GIP

Title

Brent D. Harris

Printed Name

Witnessed in the presence of:



123 W. Mills Ave., Suite 600
(Address)

Sandra N. Mendez

Printed Name

El Paso, TX 7990
City, State, Zip

Lease Contracting Officer
(Official Title)

Supplemental Lease Agreement #5

LTX16657

303 N. Oregon Street

El Paso, Texas 79901

1.) Upon this Supplemental Lease Agreement being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the Alterations required in change order C/O #7 as it relates to the addition of two each 6 ft by 7 ft 8 inch medium stile aluminum glass doors with closures, , and C/O #9 as it relates to the additional door hardware, all of which are depicted in Exhibit "A". The total cost of the C/O 7-9 are \$20,989.28. The anticipated date of completion of all the tenant improvements is December 17, 2011.

2.) The initial Tenant Improvement costs were incorrect on SLA#3 because it did not incorporate the BSAC costs of \$14,256.00 separately but were added on the Shell side on Exhibit A of SLA#3. The Government and the Lessor have agreed that the total cost of the Tenant Improvements shall change from **\$878,100.76 to \$899,090.04** [**\$878,100.76 + \$20,989.28=\$899,090.04**]. The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements covered by change orders 7 and 9 by the anticipated date of completion.

3.) The Government shall pay for a portion of the Tenant Improvement Cost by amortizing \$324,015.24 over the first ten (10) years of the term, monthly, at an interest rate of 9%. Additionally, the Government may pay by lump-sum or amortize the Building Specific Amortized Capital (BSAC) amount of \$2,004.53 over the first ten years, monthly, at an interest rate of 9%. The remaining balance of \$573,070.27 [**\$899,090.04-\$324,015.24-\$2,004.53=\$573,070.27**] shall be paid by lump-sum, in which case annual rent shall be reduced accordingly upon the completion and acceptance by the Government of the Tenant Improvements and BSAC.

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 PS0020278** 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.

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 at the following address:

General Services Administration
ATTN: Pearl Summers-Garza
1919 Smith Street, Suite 1600
Houston, TX 77002
832-397-8478

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

Gov't Initials: BSG

Lessor Initials: BH