

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT <b>NO 2</b>	DATE <u>7/2/12</u>
	TO LEASE NO <b>GS-07B-16912</b>	

ADDRESS OF PREMISES 4150 Pinnacle, St.  
 El Paso, Texas 79902-1046

THIS AGREEMENT, made and entered into this date by and between The Shalom Group, LP

whose address is 444 Executive Center Blvd, Suite 120  
 El Paso, Texas 79941

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 May 30, 2012 as follows:

- 1) To provide for a Notice to Proceed for change orders (C/O) #6, #7, #8 (Option 1), and #9; and
- 2) to change the total cost of the Tenant Improvements; and
- 3) to provide for the method of payment of the Tenant Improvement Cost and Building Specific Amortized Capital (BSAC); and
- 4) all other terms and conditions are in full force and effect.

See Attached

their names as of the above date.



Operations  
 Title

Elmer Key  
 Printed Name



444 Executive Ctr Suite 120  
 (Address)

El Paso, TX 79902  
 City, State, Zip



General Services Administration  
 1919 Smith St., Suite 1600  
 Houston, TX 77002  
 Lease Contracting Officer  
 (Official Title)

Supplemental Lease Agreement #2  
GS-07B-16912  
4150 Pinnacle, St.  
El Paso, Texas 79902-1046

1.) Upon this Supplemental Lease Agreement (SLA) being fully executed and delivered, the lessor shall consider this a Notice to Proceed on the alterations required in C/O#6 as it relates to installing the chair rail which is depicted in Exhibit "A", C/O#7 as it relates to installing the [REDACTED] which is depicted in Exhibit "B", C/O#8 option 1 as it relates to the door release button wiring in-place and the [REDACTED] which is depicted in Exhibit "C", and C/O#9 as it related to the additional electrical panel work which is depicted in Exhibit "D." The total cost of C/O#6 is [REDACTED], C/O#7 is [REDACTED], C/O#8 option 1 is [REDACTED], and C/O#9 is [REDACTED]. These change orders are part of the lease and will be maintained by the Lessor as part of the fully serviced lease. The anticipated date of completion of C/O #6, #7, #8 (Option 1), and #9 is June 30, 2012.

2.) The Government and Lessor have agreed that the total cost of the Tenant Improvements and BSAC shall change from \$675,970.66 to \$683,625.84, [ $\$675,970.66 + [REDACTED] + [REDACTED] + [REDACTED] + [REDACTED] = \$683,625.84$ ]. The total Tenant Improvement and BSAC 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 and BSAC covered by change orders #6, #7, #8 (Option 1), and #9 by the anticipated date of completion.

3.) The Government shall pay for a portion of the total Tenant Improvement cost by amortizing \$202,697.59 over the first five (5) year firm term of the lease agreement at an interest rate of ten (10.0%) percent. Additionally, the Government shall pay for all of the total BSAC cost by amortizing \$84,695.43 over the first five (5) year firm term of the lease agreement at an interest rate of ten (10.0%) percent. The remaining Tenant Improvement and BSAC cost balance of \$396,232.82 [ $\$683,625.84 - \$202,697.59 - \$84,695.43 = \$396,232.82$ ] shall be paid by lump sum upon the completion and acceptance by the Government of the Tenant Improvements and the BSAC on a subsequent SLA.

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 PS0022830 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 Lease Contracting Officer at the following address:

General Services Administration  
Attn: Pearl Summers-Garza  
1919 Smith Street, Suite 1600  
Houston, Texas 77002

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

Gov't Initials: OSG

Lessor Initials: SB