

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 1	DATE <u>4-20-2011</u>
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NO. GS-07B-16774
ADDRESS OF PREMISES: 601 Sunland Park Drive, El Paso, TX 79912-5131		
<p>THIS AGREEMENT, made and entered into this date by and between Whitney Properties.</p> <p>whose address is 100 N. Oregon Street, 12th Floor, El Paso, TX 79901</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto agree to supplement the above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on February 25, 2011 as follows:</p> <ol style="list-style-type: none"> 1.) Description of 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. <p style="text-align: center;">See Attached</p> <p>IN WITNESS WHEREOF, the parties subscribe their names as of the above date.</p>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>BY: Whitney Properties</p> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> </div> <p style="text-align: center;">Signature</p> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> JAMES Scherr </div> <p style="text-align: center;">Printed Name</p> </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> </div> <p style="text-align: center;">Title</p> </div> </div> <div style="text-align: right; margin-top: 20px;"> </div>		
<p>Witnessed in the presence of :</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> </div> <p style="text-align: center;">Signature</p> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> MONICA C. LOWENBERG </div> <p style="text-align: center;">Printed Name</p> </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> 109 N. OREGON, 12th Flr 91000, TX </div> <p style="text-align: center;">(Address)</p> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> EL PASO, TX 79901 </div> <p style="text-align: center;">City, State, Zip</p> </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>UNITED STATES OF AMERICA</p> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> </div> <p style="text-align: center;">Thomas Bell</p> </div> <div style="width: 45%;"> <p>General Services Administration 819 Taylor St., Room 5A18 Fort Worth, TX 76102</p> <div style="border-bottom: 1px solid black; margin-top: 20px;"> Contracting Officer </div> <p style="text-align: center;">(Official Title)</p> </div> </div>		

Supplemental Lease Agreement No. 1
LTX16774
601 Sunland Park Drive, El Paso, TX 79912-5131

1.) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the Tenant Improvements as depicted and according to the Construction Drawings created by ARTchitecture – Federico Perez, Jr. (A Tenant Improvement For GSA – [REDACTED] at Building #3, Sunland Park Dr.) design dated December 2010.

2.) Upon full execution and delivery of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with the construction of the tenant improvements. The anticipated date of the completion of the Tenant Improvements and acceptance by the Government is on or before July 5th, 2011.

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

The total cost of the Tenant Improvements shall change from \$301,015.40 to \$506,032.89. The total 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 by the anticipated date of completion.

A portion of the **total Tenant Improvement costs**, consisting of Tenant Improvement and Building Specific Amortized Capital of \$308,775.40, including Building Specific Amortized Capital (BSAC) cost of \$7,760.00). The cost shall be amortized over the first five (5) year firm term of the lease agreement at an interest rate of eight percent (8%) paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement is \$73,242.09 paid monthly in arrears in the amount of \$6,103.51. The annual cost of the amortized portion of the BSAC is \$1,888.14 paid monthly in arrears in the amount of \$157.35

The **remaining balance of the total cost** of the Tenant Improvements is \$197,257.49 [\$506,032.89-\$308,775.40] shall be paid by a lump-sum payment upon the substantial completion and acceptance by the Government of the tenant improvements.

Any changes of the Construction Drawings, which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.


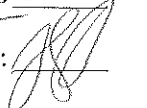
To submit for payment of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **The invoice shall reference the number PS0019710** 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.

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: Thomas Bell
819 Taylor Street, Room 5A18
Ft. Worth, Texas 76102-0181

Gov't Initials 
Lessor initials: 

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent SLA.

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

Gov't Initials

Lessor Initials: