

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL AGREEMENT NO. 3	DATE 9-29-11
ADDRESS OF PREMISES 601 Sunland Park Drive El Paso, TX 79912-5131		TO LEASE NO. GS-07B-16774	

This agreement made and entered into this date by and between Whitney Properties
 whose address is: 109 N. Oregon Street, 12th Floor
 El Paso, TX 79901-1150

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

WHEREAS, the parties hereto desire to amend the above Lease.

The purpose of this Supplemental Lease Agreement No. 3 is to establish the commencement date and to revise the total cost of the Tenant Improvements due to change order Number 7.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease dated August 12, 2010 is amended, effective upon execution by the Government, as follows:

1. Paragraph 2 of the Lease is revised as follows:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 1, 2011 and continuing through August 31, 2021 subject to termination and renewal rights as is hereinafter stated."

2. Paragraph 3 of the Lease is revised as follows:

Term Years	Shell	Base Operating Cost	Amortized Tenant Improvement Allowance	Amortized Building Specific Sec.	Annual Rent	Monthly Rent Payable In Arrears
Year 1	\$163,145.60	\$61,740.00	\$73,242.09	\$1,888.14	\$300,015.83	\$25,001.32
Year 2	\$167,709.95	\$61,740.00	\$73,242.09	\$1,888.14	\$304,580.18	\$25,381.68
Year 3	\$172,411.23	\$61,740.00	\$73,242.09	\$1,888.14	\$309,281.46	\$25,773.46
Year 4	\$177,253.55	\$61,740.00	\$73,242.09	\$1,888.14	\$314,123.78	\$26,176.98
Year 5	\$182,241.14	\$61,740.00	\$73,242.09	\$1,888.14	\$319,111.37	\$26,592.61
Year 6	\$187,376.29	\$61,740.00	\$0.00	\$0.00	\$249,116.29	\$20,759.69
Year 7	\$192,667.63	\$61,740.00	\$0.00	\$0.00	\$254,407.63	\$21,200.64
Year 8	\$198,117.70	\$61,740.00	\$0.00	\$0.00	\$259,857.70	\$21,654.81
Year 9	\$203,731.27	\$61,740.00	\$0.00	\$0.00	\$265,471.27	\$22,122.61
Year 10	\$209,513.26	\$61,740.00	\$0.00	\$0.00	\$271,253.26	\$22,604.44

Rent for a lesser period shall be prorated. Rent shall be made payable to:

WHITNEY PROPERTIES
 109 N. OREGON STREET, 12TH FLOOR
 EL PASO, TX 79901-1150
 - Continued on Page 2 -

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

LESSOR: Whitney Properties BY <u>[Signature]</u> (Signature) IN PRESENCE OF <u>Edna Canedo</u> (Signature)	<u>Authorized Agent</u> (Title) <u>109 N OREGON, EL PASO, TEXAS 79901</u> (Address)
UNITED STATES OF AMERICA BY <u>[Signature]</u> (Signature)	CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION 819 Taylor Street, Room 5C05 Fort Worth, TX 76102 (Official Title)

3. Paragraph 4 of the Lease is revised as follows:

"4. The Government may terminate this lease in whole or in part at any time on or after August 31, 2016 by giving at least 60 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

4. Paragraph 8 of the Lease is revised as follows:

"8. The Lessor and the Government agree the final cost of the Tenant Improvements is \$577,779.89 per the Notice to Proceed and Change Orders 2 thru 6 in SLA #2 and Change Order 7, attached hereto. The revised amount will be paid as follows:

\$301,015.40	Tenant Improvement Allowance Amortized in Lease
<u>\$276,764.49</u>	Adjusted Lump Sum Payment
\$577,779.89	Total Revised Contract Amount

The Lump Sum Payment breakdown is as follows:

SLA No. 2, Notice to Proceed and Change Orders 2-6 balance of: \$276,264.49

SLA No. 3
Change Order Number 7 (attached hereto) \$ 500.00

Total: \$276,764.49

The Tenant Improvement Allowance in the amount of \$301,015.40 will be amortized at 8% interest over the five (5) year firm term.

Upon completion, inspection and acceptance of the space by the Contracting Officer, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$276,764.49, upon receipt of an original invoice.

The original invoice must be submitted directly to the GSA Finance office at the following address:

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

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Alt: Dusty Griffith
819 Taylor Street, Room 5A18
Ft. Worth, TX 76102

A proper invoice must include the following:

- Invoice Date.
- Name of the Lessor as shown on Lease.
- Lease contract numbers, building address and a description, price and quantity of the item delivered.
- If the invoice is not submitted on Company letterhead the person(s) with whom the Lease contract is made must sign the invoice.
- GSA PDN #PS 0019710.

Invoices submitted to Finance without the PS number are immediately returned to the vendor or Lessor.

Invoice may be submitted electronically on the Finance website at www.finance.gsa.gov.

5. Paragraph 14 of the Lease is revised as follows:

"Security costs in the amount of \$7,760.00 shall be amortized through the rent for 60 months at the rate of 8.00%, and as reflected as Amortized Building Specific Security in paragraph number 2."

- Continued on Page 3 -

Initials	
Govt	Lessor
<i>DC</i>	<i>[Signature]</i>

6. Paragraph 17 of the Lease is revised as follows:

"17. In accordance with Paragraph 2.4 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments (\$163,145.60 / 12 months = \$13,595.47 per month) due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue throughout the third month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

Month 1:	\$25,001.32 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
Month 2:	\$25,001.32 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
Month 3:	\$25,001.32 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent"

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

- END OF SLA NO. 3 -

Initials	
Govt	Lessor
<i>[Signature]</i>	<i>[Signature]</i>