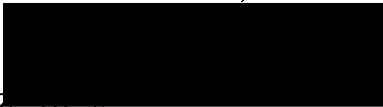
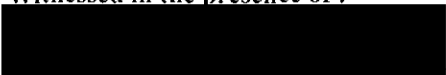



<p>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p>SUPPLEMENTAL LEASE AGREEMENT</p>	<p>SUPPLEMENTAL AGREEMENT NO 3</p>	<p>DATE <u>6/2/11</u></p>
		<p>TO LEASE NO. GS-07B-16657</p>
<p>ADDRESS OF PREMISES: 303 N. Oregon Street, El Paso, Texas 79901</p>		
<p>THIS AGREEMENT, made and entered into this date by and between. Mills Subtenant, LLC.</p> <p>whose address is 123 W. Mills Ave. Suite 600 El Paso, Texas 79901-1577</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 June 2, 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>		
<p>BY: Mills Subtenant, LLC.</p>		
<p> _____ Signature</p>	<p style="text-align: center;"><i>President of GP</i> _____ Title</p>	
<p><i>Brent D. Harris</i> _____ Printed Name</p>		
<p>Witnessed in the presence of :</p>		
<p> _____ Signature</p>	<p style="text-align: center;"><i>123 W. Mills Ave Suite 600</i> _____ (Address)</p>	
<p><i>Sandra N. Mendez</i> _____ Printed Name</p>	<p style="text-align: center;"><i>El Paso, TX 79901</i> _____ City, State, Zip</p>	
<p>UNITED STATES OF AMERICA</p>		
<p> _____ Signature</p>	<p style="text-align: center;">General Services Administration 1919 Smith St. Houston, TX 77002 Lease Contracting Officer _____ (Official Title)</p>	

Supplemental Lease Agreement #3
LTX16657
303 N. Oregon Street
El Paso, Texas 79901

1.) The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements depicted and according to the "Construction" Drawings for the 4th Floor created by Mills Plaza Properties, LP dated May 23, 2011, Pages 1-28 for [REDACTED] El Paso at 303 N. Oregon Street, El Paso, TX 79901 and is attached as Exhibit "A".

The Lessor remains responsible for the accuracy of the "Construction" Drawings as stated in the Solicitation for Offer under "Construction Schedule and Acceptance of Tenant Improvements, Review of Working/Construction Drawings." This Supplemental Lease Agreement does not release the Lessor for liability for accuracy of the "Construction" Drawings when compared to the Design Intent Drawing dated April 30, 2011, and is attached as Exhibit "B".

2.) Upon full execution and delivery of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with the Tenant Improvement construction effective June 2, 2011. The anticipated date of completion and acceptance by the Government is on or before 120 calendar days from the effective date of the Notice to Proceed.

3.) The Government agrees to the following allocation of the total square footage:

- 4th Floor – 13,859 rentable square feet (11,845 ANSI/BOMA Office Area square feet)
- 5th Floor – 8,956 rentable square feet (7,655 ANSI/BOMA Office Area square feet)
- For a total of 22,815 rentable square feet (19,500 ANSI/BOMA Office Area square feet).

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

The Government and the Lessor have agreed that the total cost of the Tenant Improvements shall be **\$840,137.51**. 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 by the anticipated date of completion.

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.

A portion of the Tenant Improvement costs, **\$324,015.24** be amortized over the first ten (10) year firm term of the lease agreement at an interest rate of nine percent (9%) paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement cost is \$49,253.86 paid monthly in arrears in the amount of \$4,104.49 and shall be part of the total monthly rental payment.

The remaining balance of the total cost of the Tenant Improvements is **\$516,122.27** [\$840,137.51 – \$324,015.24] and shall be paid by a lump-sum-payment upon the substantial completion and acceptance by the Government of the tenant improvements necessary to finish the interior of the leased space as depicted on the attached Exhibit "A." All fees, permits and architectural plans are the responsibility of the Lessor and are included in the lump-sum-payment amount.

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.

Gov't Initials: BSG

Lessor Initials: BA

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

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 Supplemental Lease Agreement.

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

Gov't Initials: PS-6

Lessor Initials: GA