

<p>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p>SUPPLEMENTAL LEASE AGREEMENT</p>	<p>SUPPLEMENTAL AGREEMENT NO 7</p> <p>TO LEASE NO. GS-07B-16657</p>	<p>DATE <u>2/15/12</u></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 <u>effective on January 14, 2012</u> as follows:</p> <ol style="list-style-type: none"> 1.) To establish and accept the total leased premise; and 2.) establish the Commencement Date of the lease rental payments; and 3.) establish the square footages of the leased premise; and 4.) provide the annual rental amounts; and 5.) establish the Governments percentage of occupancy; and 6.) establish the remaining balances for Tenant Improvement and BSAC Allowances; and 7.) Provide for the payment of a Lump-sum; and 8.) revise the commission and commission credit amount; and 9.) 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>Lessor: Mills Subtenant, LLC</p>		
	<p><u>President</u> Title</p>	
<p><u>Brandon Harris</u> Printed Name</p>		
<p>Witnessed in the presence of:</p>		
	<p><u>123 W. Mills Ave., Suite 600</u> (Address)</p>	
<p><u>Sandra N. Mendez</u> Printed Name</p>		
	<p><u>El Paso, TX 79901</u> City, State, Zip</p>	
<p><u>Lease Contracting Officer</u> (Official Title)</p>		

Supplemental Lease Agreement #7
LTX16657
303 N. Oregon Street
El Paso, Texas 79901

1.) The Government accepts the entire Leased Premise on September 30, 2011. The total leased premise consists of two (2) different areas: 1.) the "Occupied Leased Premise," and 2.) the "Unoccupied Leased Premise."

2.) The Commencement Date of the rental on the total leased premise shall be September 30, 2011 and shall expire on September 29, 2031.

3.) The total square footage of the lease premise shall be 22,815 rentable square feet yielding 19,500 ANSI/BOMA Office Area (ABOA) square feet. As of September 30, 2011, the Government shall occupy a portion of the leased premise. The Occupied Leased Premise is 13,859 rentable square feet (RSF), yielding 11,845 ABOA square feet. The remaining Unoccupied Leased Premise is 8,956 RSF, yielding 7,655 ABOA.

The Government shall pay the annual Shell Rent, annual Operating Costs plus annual operating costs adjustments minus the Vacant Premise Reduction on the Unoccupied Leased Premise portion. The Adjustment for Vacant Premises is \$1.23 per ABOA, in accordance with Paragraph 6.d. of the lease document.

The Government shall pay the annual Shell Rent, annual Operating Costs plus annual operating costs adjustments, the amortized Tenant Improvement cost, and the annual BSAC costs on the Occupied Leased Premise portion.

4.) The Government shall pay the Lessor annual rent as follows:

From September 30, 2011 through October 29, 2016, the total annual rent shall be \$529,950.37 at the rate of \$44,162.53 per month in arrears. The total annual rent consists of annual Shell Rent of \$331,427.45 [22,815 x \$14.5267348], annual Operating Costs of \$148,964.35 [(13,859 x \$6.9419242) + (8,956 x \$6.9419242) - (7,655 x \$1.23)] plus annual Operating Cost adjustments, and annual amortized Tenant Improvement Costs of \$49,253.86, and annual Building Specific Amortized Capital (BSAC) cost of \$304.71.

From October 30, 2016 through October 29, 2021, the total annual rent shall be \$573,503.37 at the rate of \$47,791.95 per month in arrears. The total annual rent consists of annual Shell Rent of \$374,980.45 [22,815 x \$16.4356982], annual Operating Costs of \$148,964.35 [13,859 x \$6.9419242) + (8,956 x \$6.9419242) - (7,655 x \$1.23)] plus annual Operating Cost adjustments, and annual amortized Tenant Improvement Costs of \$49,253.86, and annual Building Specific Amortized Capital (BSAC) cost of \$304.71.



From October 30, 2021 through October 29, 2026, the total annual rent shall be \$573,220.35 at the rate of \$47,768.36 per month in arrears. The total annual rent consists of annual Shell Rent of \$424,256.00 [22,815 x \$18.5954854] and annual Operating Costs of \$148,964.35 [13,859 x \$6.9419242) + (8,956 x \$6.9419242) - (7,655 x \$1.23)] plus annual Operating Cost adjustments. There is no tenant improvement or BSAC amortized costs.

From October 30, 2026 through October 29, 2031, the total annual rent shall be \$628,971.35 at the rate of \$52,414.28 per month in arrears. The total annual rent consists of annual Shell Rent of \$480,007.00 [22,815 x \$21.0390971] and annual Operating Costs of \$148,964.35 [13,859 x \$6.9419242) + (8,956 x \$6.9419242) - (7,655 x \$1.23)] plus annual Operating Cost adjustments. There is no tenant improvement or BSAC amortized costs.

5.) The percentage of occupancy for Tax Reimbursement purposes shall be 13.28 [22,815/171,756] and the Base amount for tax reimbursements for the entire building is \$207,609.00 per Paragraph 6.c. of the SF2.

6.) The total Tenant Improvement Allowance for the total Leased Premise is \$533,415.90. The total BSAC Allowance for the total Leased Premise is \$3,300.00. The remain balances available to the Government for Tenant Improvements and BSAC is the following:

Total Tenant Improvement Allowance.....\$533,415.90
Tenant Improvement Allowance used.....\$324,015.24
Tenant Improvement Allowance Remaining... \$209,400.66

Gov't 
Lessor 

Supplemental Lease Agreement #7
LTX16657
303 N. Oregon Street
El Paso, Texas 79901

Total BSAC Allowance.....\$3,300.00
BSAC Allowance used.....\$2,004.53
BSAC Allowance Remaining.....\$1,295.47

When the Government accepts and occupies the additional square footage of the Unoccupied Leased Premise, a subsequent SLA shall be created to provide for the additional rental.

7.) The total cost of the Tenant Improvements for the Occupied Leased Premise is \$999,208.63. The total cost for BSAC for the Occupied Leased Premise is \$14,256.00. The cost amortized over the first ten (10) years is \$326,019.77. The remaining balance of \$687,444.86 [\$999,208.63 (Tenant Improvement Costs) + \$14,256.00 (BSAC costs) - \$326,019.77(amortized BSAC and Tenant Improvement Allowance)] is due to the Lessor as a lump-sum-payment.

The Lessor and the Government agree that a lump-sum-payment for a portion of the total tenant improvement cost and BSAC cost shall be made in the amount of \$687,444.86. 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. It shall reference the number PS 0020673 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 this invoice electronically, and 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:

Pearl Summers-Garza
U.S. General Services Administration
1919 Smith Street; Suite 1600
Houston, TX 77002

8.) The Lessor and the Broker have agreed to a cooperating lease commission of ██████████ of the firm term value of this lease. The total amount of the commission is ██████████. The Lessor shall pay the Broker no additional commissions associated with this lease transaction; however, if the Government accepts and occupies additional square footage of the Unoccupied Leased Premise during the firm term of the lease, the commission and Commission credit shall adjust accordingly. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego ██████████ percent of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is ██████████. Due to the Commission Credit, only ██████████, which is ██████████ percent of the Commission, will be payable to Studley in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO.

Notwithstanding Paragraph 4 of this SLA, the shell rental payments due and owing under this lease 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 as indicated in this schedule for adjusted Monthly Rent.

First Month's Rental Payment of \$44,162.53 minus prorated Commission Credit ██████████ equals ██████████ adjusted First Month's Rent.

Second Month's Rental Payment of \$44,162.53 minus prorated Commission Credit ██████████ equals ██████████ adjusted Second Month's Rent.

Gov't ASG
Lessor [Signature]

Supplemental Lease Agreement #7
LTX16657
303 N. Oregon Street
El Paso, Texas 79901

Third Month's Rental Payment of \$44,162.53 minus prorated Commission Credit ██████████ equals ██████████
adjusted Third Month's Rent.

Fourth Month's Rental Payment of \$44,162.53 minus prorated Commission Credit ██████████ equals ██████████
adjusted Fourth Month's Rent.

Fifth Month's Rental Payment of \$44,162.53 minus prorated Commission Credit ██████████ equals ██████████
adjusted Fifth Month's Rent.

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

Gov't PSG
Lessor RA