

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 9A
	TO LEASE NO. GS-07B-16657
<b>ADDRESS OF PREMISES</b> 303 N. Oregon El Paso, TX 79901	PDN Number:

**THIS AGREEMENT**, made and entered into this date by and between Mills Subtenant, LLC.

whose address is: 123 W. Mills Ave., Suite 600  
El Paso, Texas 79901-1577

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

**WHEREAS**, the parties hereto desire to amend the above Lease by deleting paragraph 1 of the Standard Form 2 (dated 10/15/2009) and replace with the following, delete paragraph 10 of the Standard Form 2 (dated 10/15/2009) with no replacement and add Paragraph 14.

The purpose of Lease Agreement No 9 is to expand the square footage of this lease to incorporate the entire fifth floor, break out this space into Block A and Block B sections (modifying Block B's rental structure) and give notice to proceed for development of Design Intent Drawings for Block B.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended to change the square footage of the lease, parking spaces and provide notice to proceed for the design.

"Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".

1. The Lessor hereby leases to the Government the entire leased premises consisting of 26,404 RSF/22,568 further described as follows:

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date

**FOR THE LESSOR:**

Signature: \_\_\_\_\_  
 Name: Ralph D. Torres  
 Title: President  
 Entity Name: Mills Subtenant LLC  
 Date: 5/22/13

**FOR THE**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service, JPRC  
 Date: 5-21-13

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Block A consisting of 13,859 RSF/11,845 ABOA SF (previously known as the "Occupied Lease Premises) along with twenty-two (22) secured reserved garage parking spaces for official vehicles. The twenty-two (22) reserved garage parking spaces shall be provided as part of the rental consideration

Block B consisting of 12,545 RSF/10,723 ABOA SF (which included the portion of the space previously known as the "Unoccupied Lease Premise" of 8,956 RSF/7,655 ABOA SF and an expansion piece of 3,589 RSF/3,068 ABOA USF) and thirty-four (34) reserved garage parking space for official vehicles. The thirty-four (34) reserved garage parking spaces shall be provided as part of the rental consideration.

Block B's new rate schedule:

For years 3 – 5 of the lease, the Government shall pay the Lessor annual rent of \$410,493.70 at the rate of \$33,573.18 per month in arrears based on \$16.82 shell rent.

For years 6 – 10 of the lease, the Government shall pay the Lessor annual rent of \$434,441.64 at the rate of \$35,568.85 per month in arrears based on \$18.73 shell rent plus CPI adjustment to the operating cost.

For years 11 -15 of the lease, the Government shall pay the Lessor annual rent of \$461,536.15 at the rate of \$37,826.72 per month in arrears based on \$21.03 shell rent plus CPI adjustment to the operating cost.

Block B includes a Tenant Improvement Allowance of \$466,944.83 (\$6.54 per rsf) to be amortized (at 9% for a period of 8 years) in the rent and a Building Specific Amortized Capital (BSAC) cost of \$157,387.00 (\$2.21) to be amortized (at 9% for a period of 8 years) in the rent.

14. This is your notice to proceed for the design of the previously unoccupied space on the 5<sup>th</sup> floor for the [REDACTED] located at the Mills Building, 303 N. Oregon, El Paso, TX, 79901, in accordance with the Lease and provisions of this LA. The initial 95% submittal (design intent document) shall be submitted by the Government to the Lessor within ten (10) working days of receipt of this executed LA. Any comments and/or revisions of the design will be issued to the Government within five (5) working days from receipt of the submittal. The Government's Architect will incorporate the requested changes into the design within twenty (20) working days of receipt of changes."

Government and Lessor are to coordinate the design drawings with the Contracting Officer and GSA Project Manager, Mark Stanton at 817.978-0809, or email at mark.stanton@gsa.gov.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

INITIALS: SH & kh  
LESSOR & GOV'T