

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 3	DATE 9 / 7 / 12
	TO LEASE NO. GS-07B-16912	

ADDRESS OF PREMISES: 4150 Pinnacle St., Suite 201
 El Paso, Texas 79902-1046

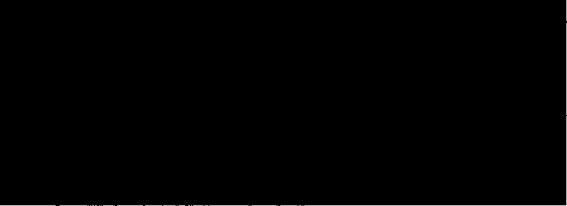
THIS AGREEMENT, made and entered into this date by and between The Shalom Group, LP
 whose address is 444 Executive Center Blvd, Suite 120
 El Paso, Texas 79941

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

WHEREAS, the parties hereto agree to supplement the above Lease.

- NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on July 11, 2012 as follows:
- 1.) To provide for a Notice to Proceed for change order (C/O) #10 and #11; and
 - 2.) establish and accept the total leased premise; and
 - 3.) establish the Commencement Date of the lease rental payments; and
 - 4.) establish the square footages of the leased premise; and
 - 5.) provide the annual rental amounts; and
 - 6.) establish the Governments percentage of occupancy; and
 - 7.) restate the vacant space reduction; and
 - 8.) establish the remaining balances for Tenant Improvement and Building Specific Amortized Capital (BSAC) Allowances; and
 - 9.) provide for the method of payment of the lump-sum; and
 - 10.) to change the commission and commission credit; and
 - 11.) all other terms and conditions are in full force and effect.

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



Operators
 Title

[Redacted]
 Printed Name



444 Executive Cntr. Blvd. Ste 120
 (Address)

[Redacted]
 Printed Name

El Paso, TX 79902
 City, State, Zip



General Services Administration
1919 Smith St., Suite 1600
Houston, TX 77002
Lease Contracting Officer
 (Official Title)

Supplemental Lease Agreement #3
GS-07B-16912
4150 Pinnacle, St.
El Paso, Texas 79902-1046

1.) Upon this Supplemental Lease Agreement being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the alterations required in C/O#10 as it relates to installing a Quad outlet and C/O #11 for window blinds which is depicted in Exhibit "A" with a cost of \$4,803.55. Change order #11 was part of the lease in the SFO portion but was not added to the Tenant Improvement allowance. This change order is part of the lease and will be maintained by the Lessor as part of the fully serviced lease. The anticipated date of completion of all the tenant improvements is July 31, 2012.

a. The Government and Lessor have agreed that the total cost of the Tenant Improvements and BSAC shall change from \$683,625.84 to \$688,429.39 [\$683,625.84 + C/O #10 [REDACTED] + C/O #11 [REDACTED] = \$688,429.39].

2.) The tenant improvements have been substantially completed and the Government accepts the leased space on July 17, 2012 contingent upon the completion of the punch list items attached as Exhibit "B" upon forty-five (45) days.

3.) The commencement date of the rental shall be July 17, 2012 and shall expire on July 16, 2022 unless sooner terminated in accordance with paragraph 4 of the SF-2 dated 5-12-2011.

4.) The office space square footage shall be 8,045 rentable square feet yielding 6,996 ANSIBOMA Office Area (ABOA).

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

From July 17, 2012 to July 16, 2017 the total annual rent shall be \$211,005.42 at the rate of \$17,583.79 per month in arrears. The total annual rent consists of annual Shell rent of \$102,976.00, annual Operating Costs of \$34,754.40 plus annual Operating Cost adjustments; annual Tenant Improvement Amortization cost of \$51,680.69, and annual Building Specific Amortized Capital (BSAC) cost of \$21,594.33.

From July 17, 2017 through July 16, 2022 the total annual rent shall be \$146,740.80. The total annual rent consists of annual Shell rent of \$111,986.40 and annual Operating Costs of \$34,754.40 plus annual Operating Cost adjustments. There are no annual Tenant Improvement and BSAC costs.

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

The Shalom Group, LP
444 Executive Center Blvd, Suite 120
El Paso, Texas 79941

6.) The percentage of occupancy for Tax Reimbursement purposes shall be: 23.69% [8,045rsf / 33,965rsf] and the base year tax statement will be submitted within 60 calendar days after Lessor's payment of taxes to establish the tax year. If the statement is for multiple parcels or buildings, the value of each property shall be defined; per Paragraph 10 of the SF-2 dated 5-12-2011.

7.) The Government's adjustment of vacant space shall be a reduction of \$2.00 per ANSI-BOMA Office Area.

8.) The total cost of the Tenant Improvements and BSAC is \$688,429.39. The Lessor and the Government agree that a lump-sum payment for a portion of the total tenant improvement cost shall be made in the amount of \$401,036.37. The remaining balance of \$287,393.02 [\$202,697.59 TI + \$84,695.43 BSAC] shall be amortized monthly into the rent at the rate of ten (10.0%) over the first five-year term of the lease as stated in paragraph 4 above.

Gov't Initials: BC

Lessor Initials: GS

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- 9.) 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 PS0022830 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, Texas 77002

- 10.) The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of the aggregate lease value of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit).

The Commission Credit to the Government is [REDACTED] X [REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the broker [REDACTED] in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO.

Notwithstanding Paragraph 3 of this Standard Form 2, the Shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit to the Government. 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 \$17,583.78 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted First Month Rent.

Second Month's Rental Payment of \$17,583.78 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted Second Month's Rent.

Third Month's Rental Payment of \$17,583.78 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted Third Month's Rent.

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

Gov't Initials: BSE

Lessor Initials: GB