

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		SUPPLEMENTAL AGREEMENT NO 4	DATE 1/4/2012
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NO. GS-07B-16800	
ADDRESS OF PREMISES: 400 Penn Plaza 400 North Pennsylvania Avenue Roswell, NM 88201-4754			
THIS AGREEMENT, made and entered into this date by and between FIRST NATIONAL TOWER, LTD, whose address is 400 N Penn Ave Roswell, NM 88201-4754  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 upon execution by the Government as follows:  1.) Establish the lease commencement date; and 2.) Accept the tenant improvements; and 3.) Amend the parking requirements; and 4.) Amend the shatter-resistant window protection requirements; and 5.) All other terms and conditions are in full force and effect.  See Attached			
IN WITNESS WHEREOF, the parties subscribe their names as of the above date.			
BY: FIRST NATIONAL TOWER, LTD,  _____ (Signature)  Marcel Wisznia (Printed Name)		_____ General Partner (Title)	
WITNESSED IN THE PRESENCE OF  _____ (Signature)  Pamela Landry (Printed Name)		_____  (City, State, Zip)	
UNITED STATES OF AMERICA  BY: _____ ANNE CUBO		GENERAL SERVICES ADMINISTRATION 819 TAYLOR ST FORT WORTH, TX 76102 CONTRACTING OFFICER (Official Title)	

Supplemental Lease Agreement #4  
GS-07B-16800  
400 N Pennsylvania Ave  
Roswell, NM 88201

The tenant improvements have been substantially completed and the government accepts the leased space on December 1, 2011.

Paragraph 2 of the Lease is hereby deleted in its entirety and replaced with the following:

2.) "TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 1, 2011 and continuing through November 30, 2021, subject to termination and renewal rights as may be hereinafter set forth."

Paragraph 3 of the Lease is hereby deleted in its entirety and replaced with the following:

3.) "For the period beginning December 1, 2011 and continuing through November 30, 2016 the Government shall pay the Lessor annual rent of \$61,009.92 at the rate of \$5,084.16 per month in arrears consists of annual shell rent of \$24,071.72 at the rate of \$2,005.98 per month, annual operating costs of \$18,383.64 at a rate of \$1,531.97 per month and annual Tenant Improvement costs of \$18,554.56 at a rate of \$1,546.21 per month.

For the period beginning December 1, 2016 and continuing through November 30, 2021 the Government shall pay the Lessor annual rent of \$61,572.00 at the rate of \$5,131.00 per month in arrears consists of annual shell rent of \$43,188.36 at the rate of \$3,599.03 per month, annual operating costs of \$18,383.64 at a rate of \$1,531.97 per month per the table below.

<i>Year</i>	<i>Shell</i>	<i>Operating Costs Base</i>	<i>Tenant Improvements</i>	<i>Total Annual Rent</i>	<i>Total Monthly Rent</i>
1-5	\$24,071.72	\$18,383.64	\$18,554.56	\$61,009.92	\$5,084.16
6-10	\$43,188.36	\$18,383.64	\$ -	\$61,572.00	\$5,131.00

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

FIRST NATIONAL TOWER, LTD  
400 N Penn Ave  
Roswell, NM 88201-4790"

Paragraph 4 of the Lease is hereby deleted in its entirety and replaced with the following:

4.) The Government may terminate this lease in whole or in part at any time after November 30, 2016 by giving at least ninety (90) 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.

Exhibit B, Solicitation For offers, paragraph 10.19, Shatter-Resistant Window Protection Requirements, is deleted.

Exhibit D, Tenant Office Space Requirements Package, paragraph A1c Parking, i though xi, are deleted.

Gov't Initials

Lessor Initials

