
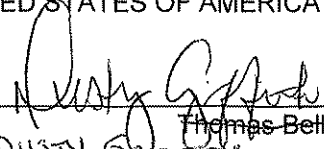


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 3	DATE <u>5-17-11</u>
TO LEASE NO. GS-07B-16799		
ADDRESS OF PREMISES: <div style="text-align: center;">166 S. Roadrunner Parkway Las Cruces, New Mexico 88011</div>		
<p>THIS AGREEMENT, made and entered into this date by and between ELEGANT VIEW OFFICE PROPERTIES, LLC,</p> <p>whose address is 1845 PALM CANYON DRIVE LAS CRUCES, NEW MEXICO 88011-0427</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 upon execution by the Government 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>See Attached</p> <p>IN WITNESS WHEREOF, the parties subscribe their names as of the above date.</p>		
<p>BY: ELEGANT VIEW OFFICE PROPERTIES, LLC ,</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <u>Thomas V. Nattakom</u> (Signature) </div> <div style="width: 45%;"> <u>Managing Member.</u> (Title) </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <u>THOMAS V. NATTAKOM.</u> (Printed Name) </div> <div style="width: 45%;"></div> </div>		
<p>WITNESSED IN THE PRESENCE OF</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <u></u> (Signature) </div> <div style="width: 45%;"> <u>1845 PALM CANYON DR.</u> (Address) </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <u>SHINEY NATTAKOM</u> (Printed Name) </div> <div style="width: 45%;"> <u>LAS CRUCES, NM 88011</u> (City, State, Zip) </div> </div>		
UNITED STATES OF AMERICA BY <u></u> DUSTY GRIFFIN Thomas Bell	GENERAL SERVICES ADMINISTRATION 819 TAYLOR ST WORTH, TX 76102 CONTRACTING OFFICER (Official Title)	

Supplemental Lease Agreement #3
GS-07B-16799
166 S. Roadrunner Parkway
Las Cruces, New Mexico 88011

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 Drawing created by Studio D Architects dated November, 2010, Sheets 1 thru 28 for [REDACTED] at 166 Roadrunner Parkway, Las Cruces, NM, and is attached as Exhibit "C".

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 GSA approved Design Intent Drawings.

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. The anticipated date of completion and acceptance by the Government is on or before August 8, 2011.

3.) 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 change from \$432,940.20 to \$547,884.00. 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, \$159,064.89, shall be amortized over the first five (5) year firm term of the lease agreement at an interest rate of six and two five percent (6.25%) paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement cost is \$37,124.34 paid monthly in arrears in the amount of \$3,093.70 and shall be part of the total monthly rental payment.

The remaining balance of the total cost of the Tenant Improvements is \$388,819.11 [\$547,884.00 - \$159,064.89] 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 PS0018477** 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 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

Gov't Initials



Lessor Initials



Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer/Realty Specialist at the following address:

Stephanie McDonald
U.S. General Services Administration
819 Taylor St., Room 5A18
Fort Worth, TX 76102

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.

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

Gov't Initials

DS

Lessor Initials

MS