

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		SUPPLEMENTAL AGREEMENT NO. 2	DATE 5.26.11
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, hereafter called the Government: WHEREAS, the parties hereto desire to amend 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: The purpose of this Supplemental Lease Agreement (SLA) No.2 is to incorporate the approved Design Intent Drawings (DIDs) into the lease, to expand the lease by 814 rentable square feet (RSF) / 632 useable square feet (USF), to adjust the USF, RSF, and common area factor (CAF), to adjust the Percentage of Government Occupancy, and to adjust the Operating Cost Base. The attached DIDs dated 10/27/2010 are approved by the contracting officer. Paragraph 1 is hereby replaced in its entirety with the following and made a part of the Lease: "1. The Lessor hereby leases to the Government the following described premises: 2,932 rentable square feet (r.s.f.), yielding 2,474 ANSI/BOMA Office Area square feet and related space located in Suite 410 on the fourth (4 th) Floor (Exhibit A) at 400 Penn Plaza, 400 North Pennsylvania Avenue, Roswell, NM 88201-4790 (Legal Description of the Property being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, together with the vacated alley, all in Block 51 of West Side Addition in Roswell, County of Chaves and State of New Mexico, as shown on the Official Plat filed in the Chaves County Clerk's Office on January 1, 1891, and recorded in Book A of Plat Records, at Page 4), together with five (5) onsite structured and secured, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION." Paragraph 3 is hereby replaced in its entirety with the following and made a part of the Lease: "3. The Government shall pay the Lessor annual rent of \$61,009.92 paid monthly in arrears for years one (1) through five (5) and \$61,572.00, paid monthly in arrears for years six (6) through ten (10). Rent for a lesser period shall be prorated. <i>Continued on Sheet 2, attached hereto and made a part of the lease.</i>			
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.			
LESSOR: FIRST NATIONAL TOWER LTD			
BY _____ (Signature)	MARCEL WISZNIA, GENERAL PARTNER (Title)		
IN PRESENCE OF _____ (Signature)	400 N PENN AVE, ROSWELL, NM 88201-4754 (Address)		
UNITED STATES OF AMERICA		CONTRACTING OFFICER	
BY _____ Thomas Bell	GENERAL SERVICES ADMINISTRATION 819 TAYLOR ST., FT. WORTH, TX 76102 (Official Title)		

<u>Years 1 - 5</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Shell Rent	\$ 24,071.72	\$ 2,005.98
TIA	18,554.56	1,546.21
OPEX	18,383.64	1,531.97
Firm Term Rent	\$ 61,009.92	\$ 5,084.16
<u>Years 6 - 10</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Shell Rent	\$ 43,188.36	\$ 3,599.03
OPEX	18,383.64	1,531.97
Full Term Rent	\$ 61,572.00	\$ 5,131.00

Rent checks shall be made payable to:

**FIRST NATIONAL TOWER LTD
400 N PENN AVE
ROSWELL, NM 88201-4754"**

Paragraph 7 is amended to add paragraph 7(I) and to amend paragraph 7(H)":

- "7. The following attachments are made a part hereof:
- A. Sheet Number 1-2 to the SF-2 containing paragraphs 14 through 20.
 - B. Solicitation for Offers 9NM2079 dated 5/21/2010, 49 pages.
 - C. SFO Amendment #1, dated July 30, 2010, 1 page.
 - D. Tenant Office Space Requirements Package Volume 8-B, 42 pages.
 - E. Mandatory Paragraphs for Lease Projects Using Recovery Act Funds, 7 pages.
 - F. GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05]), 33 pages.
 - G. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]), 7 pages.
 - H. Exhibit A - 8 1/2" x 11" Fourth floor plan showing Suite 410, 1 page.
 - I. Exhibit B - Design Intent Drawings dated 10/27/2010 are approved by the Contracting Officer, 7 pages."

Paragraph 8 is hereby replaced in its entirety with the following and made a part of the Lease:

- "8. The Tenant Improvement Allowance is \$78,086.87 based on 2,474 ANSI/BOMA office area square feet of which shall be amortized into the rent at the rate of 7% per annum or at the rate of \$18,554.56 per annum."

Paragraph 9 is hereby replaced in its entirety with the following and made a part of the Lease:

- "9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 1.60697% (2,932 RSF / 182,455 RSF)."

Paragraph 10 is hereby replaced in its entirety with the following and made a part of the Lease:

- "10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$6.27/RSF (\$18,383.64/annum)."

Paragraph 11 is hereby replaced in its entirety with the following and made a part of the Lease:

- "11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.185125 (2,932 RSF/2,474 USF)."

Lessor

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Paragraph 20 is hereby replaced in its entirety with the following and made a part of the Lease:

- "20. **COMMISSION AND COMMISSION CREDIT:** The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the modified aggregate firm term value of this lease valued at [REDACTED]. 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 SFO Paragraph 2.4 "Broker Commission and Commission Credit", the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction. The Commission Credit is [REDACTED] and shall be credited in three equal amounts of [REDACTED] over the first three monthly rent payments. Notwithstanding Paragraph 3 of this Standard Form 2, the Firm Term Rental payments shall be reduced to fully re-capture this Commission Credit. The reduction shall commence with the first month and continue as indicated as follows:

First Month's Rental Payment shall be \$3,050.49 (or the monthly payment [REDACTED] minus commission rent credit of [REDACTED])

Second Month's Rental Payment shall be \$3,050.50 (or the monthly payment [REDACTED] minus commission rent credit of [REDACTED])

Third Month's Rental Payment shall be \$3,050.50 (or the monthly payment [REDACTED] minus commission rent credit of [REDACTED])

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