

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 7
LEASE AMENDMENT	TO LEASE NO. GS-07P-LTX17370
ADDRESS OF PREMISES 1545 Hawkins Boulevard El Paso, TX 79925 - 2646	PDN Number PS0035620

THIS AMENDMENT is made and entered into between **WEST HAWKINS EL PASO TX, LLC.**

Whose address is: Westport Capital Partners LLC.
40 Danbury Road
Wilton, CT 06897- 4441

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

WHEREAS, the parties hereto desire to amend the, above Lease, to provide a Notice to Proceed on the construction of the change orders for Tenant Improvements (TI) and Building Specific Amortized Capital (BSAC).

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon the full execution for this amendment as follows:


- 1) To provide for Change Orders (C/O) #9,20,28,29,39,43,47,51,66,71; and
- 2) To change the total cost of the Tenant Improvements and/or Building Specific Amortized Capital (BSAC); and
- 3) To restate the Tenant Improvement Allowance and BSAC Allowance; and
- 4) To provide for the method of payment of the total Tenant Improvement and BSAC costs; and
- ✓ 5) All other terms and conditions of the lease shall remain in full force and effect.

See Attached


This Lease Amendment contains 27 pages, inclusive of Exhibit "A".

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR:

Signature: 
Printed Name: S. Bismarck Brackett
Title: Manager
Entity Name: **WEST HAWKINS EL PASO TX, LLC.**
Date: _____

FOR THE GOVERNMENT:

Signature:  Name: _____
Don W. Day
Title: Lease Contracting Officer
GSA, Public Buildings Service, Leasing Division
819 Taylor St., 11B, Ft. Worth, Texas 76102-6124
Date: 11/21/2017

WITNESSED FOR THE LESSOR BY:

Signature: 
Printed Name: _____
Title: _____
Date: _____

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this an amendment to the scope of work as it relates to the various change orders, as required in Change Order(s) (C/O) Nos. 9,20,28,29,39,43,47,51,66,71, as it relates to the construction and installations depicted in the scope of work provided in the attached Exhibit "A" – Labeled as "Proposal for C/O #s 9,20,28,29,39,43,47,51,66,71, dated June 29, 2017 thru October 18, 2017". The total cost of C/O Nos. 9,20,28,29,39,43,47,51,66,71, is [REDACTED].

2.) The Government and the Lessor have agreed that the "total cost" of the TIs and BSAC shall change from **\$1,922,740.00** to **\$1,947,432.00** [$\$1,922,740.00 + [REDACTED] \text{ for C/O(s) Nos. 9,20,28,29,39,43,47,51,66,71} = \$1,947,432.00$]. The total TI cost of **\$1,866,232.00** and the total BSAC cost of **\$81,200.00** includes all fees including but not limited to general and administrative costs, project management fees, profit, overhead, and any and all other fees associated with the completion of the TI and BSAC costs.

Any changes, to the Construction Drawings which result in a financial, conditional, or term change to the lease agreement, of any type, must be approved, in writing, and in advance of any resulting work performed, by the GSA Contracting Officer. And in the event there are any change orders to the existing CD drawings as referenced in Lease Amendments 1 - 5, then a subsequent Lease Amendment with the mutually accepted TI and / or BSAC costs will be delivered for signature to the Lessor for execution.

3.) The Tenant Improvements and BSAC Allowances are hereby restated as Tenant Improvement Allowance of \$930,382.14 and BSAC Allowance of \$81,200.00, except for the Additional Change Costs referenced in Lease Amendment 5. And state the total cost of the Tenant Improvements except for the Additional Change Costs, including C/O Nos. 9,20,28,29,39,43,47,51,66,71, is [REDACTED]. 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 **\$935,849.86** only upon completion and acceptance by the Government. The remaining balance of \$930,382.14 for the Tenant Improvements costs shall be amortized monthly into the rent at the rate of six percent (6.0%) over the ten (10) years and the remaining balance of \$81,200.00 for the BSAC costs shall be amortized monthly into the rent at the rate of six percent (6.0%) over the ten (10) years, per the Lease as stated in paragraph 1.03, A. - Rent and Other Considerations (Sep. 2013).

The Government shall have the right to make lump sum payments for any or all TI or BSAC costs.

4.) Except for the Additional Change Costs to be paid by the Government, the Government shall pay for a portion of the TI and BSAC costs by amortizing in the rent a total cost of **\$1,011,582.14**. All or a portion of the remaining balance of **\$935,849.86**, [$\$1,947,432.00 \text{ (Total TI and BSAC Costs)} - \$930,382.14 \text{ (TI amortized)} - \$81,200.00 \text{ (BSAC amount amortized)} = \$935,849.86$] may be paid by a lump sum payment. If the BSAC is paid by lump sum payment, then the amortized portions of the rent shall be adjusted accordingly on a subsequent space Acceptance Lease Amendment.

Upon the completion of the construction and the acceptance of the space by the Government, the subsequent space Acceptance Lease Amendment, with the exact amount of the lump sum payment, will be determined by the Government. The Lessor shall be paid for the total amount of the TIs and BSAC costs, using a combination of amortized allowance amounts and a lump sum payment. The subsequent space Acceptance Lease Amendment shall include the terms and amounts of the scheduled total rent, including the breakdown of the annual Shell Rent amount, the annual Operating Cost amount (plus CPI adjustments, when due), and the annual amortized TI costs, BSAC cost, and the amount of the total lump sum payment to the Lessor. Lessor may then submit for 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 PS #0035620**, 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 800-676-3690.

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)

INITIALS:

LESSOR

&

GOVT

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:

General Services Administration
Don W. Day, Lease Contracting Officer
GSA, Public Buildings Service,
819 Taylor St., Rm. 11B,
Ft. Worth, Texas 76102-6124

5.) Notwithstanding the foregoing, the parties acknowledge that the Construction Documents, dated May 19, 2017, include improvements beyond the scope of work as specified in Exhibit L – Revised and, to the extent those improvements are not otherwise the subject of this Lease Amendment or Lease Amendment No. 5., the parties agree that the financial responsibility of the parties for those improvements remains unresolved. Therefore, the parties agree that to the extent the Lessor is directed by the Government to proceed with improvements beyond the scope of work as defined in Exhibit L - Revised, and such improvements are not otherwise addressed in this Lease Amendment or Lease Amendment No. 5, the Lessor retains the right to file a claim to secure compensation for those improvements pursuant to the Contract Disputes Act.

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

END

INITIALS:  & 
LESSOR GOVT