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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE | LEASE AMENDMENT No. 1 |
| | TO LEASE NO. GS-07P-LTX17215 |
| LEASE AMENDMENT | |
| ADDRESS OF PREMISES DIETER SQUARE 3660 GEORGE DIETER DRIVE EL PASO, TX 79936-1200 | PDN Number: N/A |

THIS AGREEMENT, made and entered into this date by and between

S & DF PROPERTIES, LLC

whose address is: 4550 HONEY WILLOW WAY
EL PASO, TX 79925

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter 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 August 27, 2013 as follows:

- 1.) To increase the amount of area leased by the Government; and
- 2.) To change the common area factor; and
- 3.) To change the rental payment schedule; and
- 4.) To increase the percentage of occupancy; and
- 5.) To address the Unauthorized Tenant Improvement stipulation; and
- 6.) To establish the Base Cost of Services; and
- 7.) To change the Tenant Improvement Allowance and provide for payment; and
- 8.) To change the Building Specific Amortized Capital and provide for payment; and
- 9.) To incorporate the Design Intent Drawings; and
- 10.) To increase the Broker Commission and Commission Credit; and
- 11.) All other terms and conditions shall remain in full force and effect.

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect

IN WITNESS WHEREOF, the parties subscribed their names as of the b

FOR THE

Signature

Name:

Title: Lease Contracting Officer

GSA, Public Buildings Service,

Date:

Entity Name: S & DF PROPERTIES, LLC

Date: 1-14-14

WITNESS

Signature

Name:

Title:

Date:

Expansion Area

- 1.) The Lessor and Government have agreed to increase the amount of leased area by 360 Rentable Square Feet (RSF) yielding 352 ANSI/BOMA Office Area (ABOA) herein defined as the "Expansion Area." The total square footages of the leased premise shall change from 4,440 RSF and 4,350 ABOA to 4,800 RSF and 4,702 ABOA. The specific leased area the Government will acquire from the Lessor is depicted and outlined on the attached Floor plan labeled Exhibit "A."

Common Area Factor

- 2.) The Common Area Factor shall change from 1.0206896 (4,440 RSF/4,350 ABOA) to 1.0208421 (4,800 RSF/4,702 ABOA).

Rental Payment Schedule

- 3.) The new Rental amounts shall be as follows:

For years 1-5 of this lease, the total annual rental shall change from \$81,620.12 to \$88,233.95 at the rate of \$7,352.83 paid monthly in arrears. The total annual rent consists of Shell Rent of \$42,000.00, annual Operating Costs of \$22,032.00 plus annual CPI adjustments as stated in the Lease, annual Building Specific Amortized Capital (BSAC) cost of \$1,938.72, and annual Tenant Improvement cost of \$22,263.23. The anticipated date of occupancy is April 1, 2014.

For years 6-10 of this lease, the total annual rental shall change from \$62,870.40 to \$67,968.00 at the rate of \$5,664.00 paid monthly in arrears. The total annual rent consists of Shell Rent of \$45,936.00, annual Operating Costs of \$22,032.00 plus annual CPI adjustments as stated in the Lease.

Percentage of Occupancy

- 4.) The percentage of occupancy for Real Estate Tax purposes shall changed from 46.25% to 50% [4,800 RSF / 9,600 RSF X 100].

Unauthorized Tenant Improvements:

- 5.) All questions pertaining to this Lease shall be referred, in writing, to the Contracting Officer of the General Services Administration (GSA) or his/her designee. The Government's occupant of the leased premise is not authorized to administer this lease or make commitments to the Lessor that are not followed-up with a written agreement to the Lease. GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease. All changes in the financial terms of this lease shall be authorized, in writing, by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to; repairs, changes in scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. If Lessor delivers space with Tenant Improvements not authorized, in writing, by the GSA Contracting Officer, then the Lessor shall not be entitled to compensation or payment if the Tenant Improvements remain in place after the Government's acceptance of the space.

Base Cost of Services

- 6.) For the purposes of Consumer Price Index adjustments as provided in the lease agreement, the Base Cost of Services shall be \$4.59 per RSF.

Tenant Improvements:

- 7.) The total costs of the Tenant Improvement Allowance shall change from \$88,783.50 to \$95,964.82 and shall be amortized monthly, and paid in arrears over the firm term of the lease at six percent (6%) interest rate.

INITIALS:

SF
LESSOR

&

[Signature]
GOV'T

Building Specific Amortized Capital (BSAC):

- 8.) The total costs of the BSAC shall change from \$7,730.00 to 8,356.78, and shall be amortized monthly, and paid in arrears over the firm term of the lease at six percent (6%) interest rate.

Design Intent Drawing (DID):

- 9.) To incorporate the GSA approved Design Intent Drawings dated December 19, 2013 created by FOKUS on Architecture, Inc., consisting of 1 page for the build-out of the leased space located at 3660 George Dieter Drive, El Paso, TX 79936-1200.

Broker Commission and Commission Credit:

- 10.) The new Broker Commission and Commission Credit amounts shall be as follows:

Jones Lang LaSalle Americas, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to **Jones Lang LaSalle Americas, Inc.** with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. 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:

Month 1 Rental Payment **\$7,352.83** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment **\$7,352.83** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment **\$7,352.83** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

General

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

INITIALS: SF LESSOR & [Signature] GOV'T