

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07P-LTX17215
<b>ADDRESS OF PREMISES</b> DIETER SQUARE 3660 GEORGE DIETER DRIVE EL PASO, TX 79936-1200	PDN Number: PS0031461

**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 upon execution as follows:

- 1.) To provide for a Notice to Proceed and provide for an anticipated date of completion; and
- 2.) To change the number of days allotted for construction of the TIs; and
- 3.) To change the lease term; and
- 4.) To change the overtime HVAC rate; and
- 5.) To change the total cost of the Tenant Improvements; and
- 6.) To restate the Building Specific Amortized Capital; and
- 7.) To increase the rental amounts; and
- 8.) To change the Broker Commission and Commission Credit; and
- 9.) To provide for the method of payment of the total Tenant Improvement cost; and
- 10.) All other terms and conditions of the lease shall remain in full force and effect.



See Attached

This Lease Amendment contains 3 pages.

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


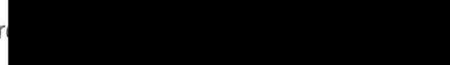
**FOR THE LESSOR: S & DF PROPERTIES, LLC**

**FOR THE GOVERNMENT:**

Signature:   
 Name:   
 Title: OWNER  
 Entity Name: S & DF PROPERTIES, LLC  
 Date: 4-6-15

Signature:   
 Name:   
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 4/6/2015

**WITNESSES:**

Signature:   
 Name:   
 Title: M  
 Date: \_\_\_\_\_

- 1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction of the Tenant Improvements (TI). The anticipated date of completion of all the TI is on or before August 1, 2015.
- 2.) Paragraph 4.01 (I.), Schedule for Completion of Space, of the Lease shall be amended as follows:  

Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 120 Working Days following issuance of NTP.
- 3.) The lease term shall change from a period of 10 years with 5 years firm to a period of 10 years with 10 years firm.
- 4.) The hourly overtime HVAC rate shall change from \$14.50 per floor to \$14.50 per zone.
- 5.) The total costs of the Tenant Improvement Allowance shall change from \$95,964.82 to \$112,012.47 and shall be amortized monthly, and paid in arrears over the ten (10) year firm term of the lease at six percent (6%) interest rate.
- 6.) The total costs of the BSAC shall be \$8,356.78, and shall be amortized monthly, and paid in arrears over the ten (10) year firm term of the lease at six percent (6%) interest rate.
- 7.) The new Rental amounts shall be as follows:

For years 1-10 of this lease, the total annual rent shall change from \$88,233.95 to \$111,652.15 at the rate of \$9,304.35 paid monthly in arrears. The total annual rent consists of Shell Rent of \$60,816.00, annual Operating Costs of \$34,800.00 plus annual CPI adjustments as stated in the Lease, annual Building Specific Amortized Capital (BSAC) cost of \$1,113.33, and annual Tenant Improvement cost of \$14,922.82. The anticipated date of occupancy is August 1, 2015.

- 8.) 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 \$9,304.35 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.\*

Month 2 Rental Payment \$9,304.35 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.\*

Month 3 Rental Payment \$9,304.35 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.\*

Month 4 Rental Payment \$9,304.35 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.\*

- 9.) The Government shall pay for a portion of the total TI Cost by amortizing \$112,012.47 over ten (10) years of the term, monthly in arrears, at an interest rate of 6.00%. All or a portion of the remaining balance of \$356,246.22 [\$356,246.22 (Total TI Cost) – \$112,012.47 (TI amortized) – \$8,356.78 (BSAC amortized) = \$235,876.97] may be paid by lump-sum, in which case, the amortized portions of the rent shall be adjusted accordingly upon the completion and acceptance by the Government of the Tenant Improvements on a subsequent Acceptance Lease Amendment.

INITIALS: SF & [Signature]  
 LESSOR & GOVT

The TI 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 TI costs on or before the anticipated date of completion.

Upon the completion of the TI and the acceptance thereof by the Government, the rent commencement date and the adjusted rent schedule (if required due to the amount amortized) shall be established by a separate Acceptance Lease Amendment. The subsequent Acceptance Lease Amendment shall include the terms and amounts of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, the annual amortized TI, the annual amortized BSAC cost and the amount of the total lump-sum payment.

Once the exact amount of the lump-sum payment has been determined by both parties and the Acceptance Lease Amendment is fully executed by the Government and the Lessor, the 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 number PS0031461** 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)  
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  
ATTN: Lindsay Killian  
819 Taylor Street, Room 11B  
Fort Worth, TX 76102

10.) All terms and conditions shall remain in full force and effect.

INITIALS: SF & AK  
LESSOR GOVT