

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	<b>LEASE AMENDMENT No. 4</b>
<b>LEASE AMENDMENT</b> ADDRESS OF PREMISES DIETER SQUARE 3660 GEORGE DIETER DRIVE EL PASO, TX 79936-1200	TO LEASE NO. GS-07P-LTX17215  PDN Number: PS0032985

**THIS AMENDMENT** is made and entered into 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.

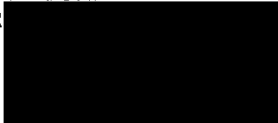
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

- 1.) To accept the Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC) as substantially complete; and
- 2.) To establish the commencement date of the lease rental payments; and
- 3.) To document the amount of area leased by the Government; and
- 4.) To document the common area factor; and
- 5.) To establish the annual rental amounts; and
- 6.) To approve change order work; and
- 7.) To delete paragraph #9 of lease amendment #3; and
- 8.) To establish the method of payment of the total Tenant Improvement costs; and
- 9.) To document the percentage of occupancy; and
- 10.) To document the Base Cost of Services; and
- 11.) To establish parking in the lease; and
- 12.) To document the Broker Commission and the Commission Credit; and
- 13.) All other terms and conditions of this lease shall remain in full force and effect.

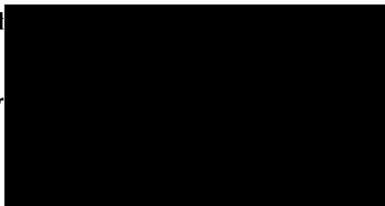
This Lease Amendment contains 3 pages plus Exhibit "A", Exhibit "B", and Exhibit "C".

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


**FOR THE LESSOR:**

S & DF PR   
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_ RTI  
 Title: \_\_\_\_\_  
 Entity Name: S & DF PROPERTIES, LLC  
 Date: 10-20-15

**FOR THE GOVERNMENT:**

  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: 10/21/2015

**WITNESSED FOR THE LESSOR BY:**

  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: 10/20/15

1. The Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC) have been substantially completed and the Government accepts the leased space on October 8, 2015. The Lessor and the Government agree that the requirements specifically identified in the GSA Form 1204 Condition Survey Report; which is depicted in the attached Exhibit "A", have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies by October 20, 2015. Within 7 days of the completion date for the Lessor to cure the deficiencies in Exhibit "A" of this Lease Amendment, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed.

In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.

2. The Commencement Date of the rental shall be October 8, 2015, and shall expire on October 7, 2025, subject to the termination rights set forth in the lease.
3. The total square footages of the leased premise is established as 4,800 rentable square feet (RSF), yielding 4,702 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space located on the first floor of the Building.
4. The Common Area Factor is established as 1.0208421% (4,800 RSF/4,702 ABOA).
5. The Government shall pay the Lessor annual rent as follows:

From October 8, 2015 through October 7, 2025, the total annual rental shall be \$111,652.15 at the rate of \$9,304.34 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$60,816.00, annual Operating Costs of \$34,800.00, Tenant Improvement Costs of \$14,922.82, Building Specific Amortized Capital (BSAC) of \$1,113.33, plus annual Operating Cost Adjustments.

6. The following changes are made in accordance with the changes clause of the General Clauses of the Lease, Section 552.270-14.

Change Order No. 1 (Exhibit "B"): Provide and Install Fire Rated Door [REDACTED]  
 Change Order No. 2 (Exhibit "C"): Provide and Install [REDACTED] [REDACTED]

**TOTAL OF CHANGE ORDER 1 & 2: \$4,548.02**

7. Paragraph #9 of Lease Amendment #3 of this Lease shall hereby be deleted and replaced with paragraph #8 below.
8. The Government and the Lessor have agreed that the total cost of the TI's and BSAC (including change orders) shall be \$360,794.24 (TI Amortized: \$112,012.47 + BSAC Amortized: \$8,356.78 + Lump Sum: \$235,876.97 + Change Order No. 1 [REDACTED] Change Order No. [REDACTED]). The Government shall pay for a portion of the total TI Cost by amortizing \$120,369.25 over ten (10) years of the term, monthly in arrears, at an interest rate of 6.00%. The remaining balance of \$240,424.99 shall be paid by lump-sum payment.

TI and BSAC 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's and BSAC.

The payment required by this Agreement shall be made in accordance with Prompt Payment Act. Once the LA is fully executed by the Government and the Lessor, the Lessor may then submit for the lump-sum payment.

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 PS0032985 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 1-800-676-3690 or email [fw-clientservices@gsa.gov](mailto:fw-clientservices@gsa.gov).

INITIALS:   SF   &             
 LESSOR & GOVT

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 Leasing Specialist at the following address:

General Services Administration  
Attn: Lindsay Killian  
819 Taylor Street, Room 11A  
Fort Worth, TX 76102-0181

- 9. The percentage of occupancy for Real Estate Tax purposes is established as 50% [4,800 RSF / 9,600 RSF X 100].
- 10. For the purposes of Consumer Price Index adjustments as provided in the lease agreement, the Base Cost of Services is established as \$4.59 per RSF.
- 11. The number of parking spaces assigned to this lease shall be 12 surface/outside parking spaces (8 of which shall be reserved, secured/fenced in).
- 12. 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 1<sup>st</sup> Month's Rent.\*

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

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

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

- 13. All other terms and conditions of this lease shall remain in full force and effect.

INITIALS: 57 & [Signature]  
LESSOR & GOV'T