

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u> 2 </u>
	TO LEASE NO. GS-07B-16776
ADDRESS OF PREMISES: 3197 Executive Drive, San Angelo, TX 76903	PDN Number: PS0025896

THIS AGREEMENT, made and entered into this date by and between Executive 3197, LLC

whose address is: 1207 S. Bryant Blvd., Suite A, San Angelo, TX 76903-7266

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 the full execution of this amendment as follows:


- 1) To provide for payment of architectural and engineering services; and
- 2) To provide the payment of a lump-sum; and
- 3.) All other terms and conditions of the lease shall remain in full force and effect.

See Attached

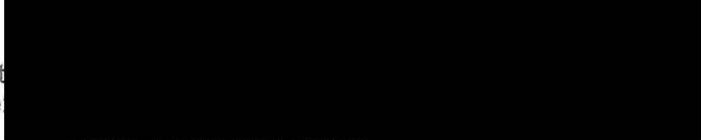
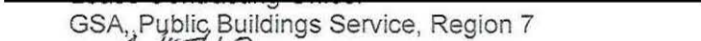

This Lease Amendment contains two (2) pages.

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


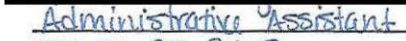
FOR THE LESSOR:

Signature: 
Name: Steve Lassus
Title: manager/member
Entity Name: Executive 3197, LLC
Date: 3/22/13

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: 
Date: GSA, Public Buildings Service, Region 7
4/15/13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: Administrative Assistant
Date: March 22, 2013

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this Lease Amendment as authority to request a payment for the architectural and engineering services for the construction drawings that were completed before GSA requested the downsizing of the leased space area. As a result, GSA will pay for the previously requested Construction Drawings to alleviate the financial cost to the Lessor. The total cost is for all the services, fees, profit, and any other costs regarding the architectural and engineering services related to construction drawings accomplished by R.W. Gregonis from Architects & Interior Design Group, project address is 3197 Executive Drive, pages 1-13 with the last revision date of February 17, 2012 is \$117,057.77. The completion date of these construction drawings was February 17, 2012.

2.) Upon the acceptance thereof of the Leased Premise by the Government, the rent commencement date and the adjusted rent schedule (if required due to the amount of amortized capital) shall be established by a separate Lease Amendment (LA). The subsequent Acceptance LA shall include a rent schedule which will consist of the term of the total rent, the annual Shell Rent amount, the annual Operating Cost amount, and the annual amortized Tenant Improvement and Building Specific Security cost (if any).

Upon full execution of this LA, the Lessor may submit for a lump-sum-payment in the amount of \$117,057.77. 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 PS0025896** 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 817-978-2408.

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: Pearl Summers-Garza
1919 Smith Street, Suite 1600
Houston, TX 77002
832-397-8478

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

INITIALS:

 &
LESSOR


GOVT