

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07B-16776
<b>LEASE AMENDMENT</b>	
ADDRESS OF PREMISES: 3197 Executive Drive San Angelo, Texas 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, Texas 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. The purpose of this lease amendment is to give a notice to proceed for Tenant Improvements (TI) and Building Specific Security (BSS).

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective February 24, 2014 upon the full execution of this amendment as follows:

*AE 28 BSS*


- 1) Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued.
- 2) Description of the TIs and BSS items to be constructed; and provide for an anticipated date of completion; and
- 3) To provide for a Notice to Proceed; and
- 4) To establish the total cost of the TIs and BSS; and
- 5) To provide for the method of payment of the total TIs and BSS using Building Specific Amortized Capital (BSAC); and
- 6) All other terms and conditions of the lease shall remain in full force and effect.

See Attached


This Lease Amendment contains two (2) pages and Exhibit A.

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


**FOR THE LESSOR:**

Signature:   
 Name: \_\_\_\_\_  
 Title: manager / member  
 Entity Name: Executive 3197, LLC  
 Date: 2/28/14

**FOR THE GOVERNMENT:**

Signature:   
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service, Leasing Division  
 Date: 3/4/14

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: \_\_\_\_\_  
 Title: Admin Assistant  
 Date: 2.28.14

1.) All references in the Lease to “GSA Form 276” or “Supplemental Lease Agreement” shall be now hereby construed to mean “Lease Amendment.”

2.) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the TIs and BSS, as depicted and according to the Construction Drawings consisting of 31 pages created by R.W. Gregonis, located at 3415 S. Johnson St., Suite 100, San Angelo, Texas, dated August 14, 2013 and revised on October 15, October 17, and December 13, 2013, and issued on December 13, 2013.

The Lessor remains responsible for the accuracy of the Construction Drawings when compared to the Government approved Design Intent Drawings. The Tenant Improvement Cost Summary (TICS) table is provided in Exhibit “A” which outlines the cost between TIs and shell for this project.

3.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction of the TIs and BSS. The anticipated date of completion of all the TIs and BSS is ~~June 20, 2014~~ **July 31, 2014** *AE*

4.) The Government and the Lessor have agreed that the total cost of the TIs (\$1,021,047.14) and BSS (\$195,726.44) is \$1,216,773.58. The TIs and BSS 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 TIs and BSS by the anticipated date of completion.

Any changes of the Construction Drawings, which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

5.) The Government shall pay for a portion of the total TI Cost by amortizing \$480,160.00 over the first five (5) years of the firm term, monthly, in arrears, at an interest rate of 7.25%. Additionally, the Government shall pay for a portion of the BSS cost by using the Building Specific Amortized Capital allowance of \$125,000.00 over the first five (5) years of the firm term, monthly, in arrears, at an interest rate of 7.25%. The total amount the Lessor shall amortize is \$605,160.00. The remaining balance of \$611,613.58 [ $\$1,216,773.58$  (Total TIs and BSS Cost) –  $\$480,160.00$  (TIs amount amortized) –  $\$125,000.00$  (BSAC amount amortized) =  $\$611,613.58$ ] shall be paid by a lump-sum payment.

Upon the completion of the TIs, BSS, 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 LA. The subsequent LA shall include the term of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, and the annual amortized TI and BSAC cost (if any).

Once the exact amount of the lump-sum payment has been determined by both parties and the LA is fully executed by the Government and the Lessor, then the Lessor may 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 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 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: Pearl Summers-Garza**  
1919 Smith Street, Suite 1600  
Houston, TX 77002  
832-397-8478

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

INITIALS:

*AE*  
LESSOR

&

*BE*  
GOVT