

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-07B-16776
ADDRESS OF PREMISES: 3197 Executive Drive San Angelo, 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. Purpose of this Lease Amendment is to accept the leased premise as substantially complete.


- 1.) To accept the Tenant Improvements as substantially complete; and
- 2.) To establish the Commencement Date of the lease rental payments; and
- 3.) To establish the square footages of the leased space; and
- 4.) To provide the annual rental amounts; and
- 5.) To establish the Governments Percentage of Occupancy; and
- 6.) To provide the reduction amount for vacant space; and
- 7.) To establish the Base for the Operating Cost adjustment; and
- 8.) To establish the Common Area Factor; and
- 9.) To provide for the payment of the Tenant Improvements; and
- 10.) All other terms and conditions are in full force and effect.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 29, 2014, as follows: See Attached


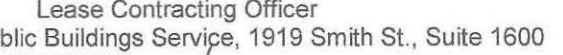
This Lease Amendment contains 3 pages not inclusive of Attachment "A".

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


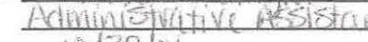
FOR THE LESSOR:

Signature: 
Name: STEVE EAST, S
Title: manager/member
Entity Name: Executive 3197, LLC
Date: 10/28/14

FOR THE

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service, 1919 Smith St., Suite 1600
Houston, TX. 77002
Date: 10/29/14

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: ADMINISTRATIVE ASSISTANT
Date: 10/28/14

1.) The tenant improvements have been *substantially* completed and the government accepts the leased space on September 29, 2014. The Lessor and the Government agree that the requirements specifically identified in Attachment "A", GSA Form 1204 Condition Survey Report of this lease have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 30 calendar days of the Government's acceptance of the space for occupancy. Within 7 days of the completion date for the Lessor to cure the deficiencies in Attachment "A" of this lease, 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 September 29, 2014 and shall expire on September 28, 2024, subject to the termination rights set forth in the lease. This is a ten (10) year lease with five (5) years firm.

3.) The leased premise square footage shall be 16,800 Rentable Square Feet (RSF) yielding 16,000 ANSI/BOMA Office Area (ABOA) with 10,033 RSF and 9,555 ABOA as vacant space.

4.) The Government shall pay the Lessor annual rent as follows:

From September 29, 2014 through the acceptance of the vacant space, the total annual rental shall be \$372,067.81 at the rate of \$31,005.65 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$169,680.00, annual Operating Costs minus the vacant space (9,555 X \$3.00=\$28,665.00) of \$57,735.00 plus annual Operating Cost adjustments, annual Tenant Improvement Allowance of \$114,773.77 and annual Building Specific Amortized Capital (BSAC) of \$29,879.04. From acceptance of the vacant space, a subsequent lease amendment will set the date of the change of the rent.

From September 29, 2019 through September 28, 2024, the total annual rent shall be \$256,080.00. The total annual rent consists of Shell Rent of \$169,680.00 and Operating Costs of \$86,400.00 plus annual Operating Cost adjustments. There are no annual Tenant Improvement Amortization or BSAC costs.

5.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 100% (16,800 RSF/ 16,800 RSF). Per paragraph 4.3 Tax Adjustment (Aug 2008), the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment.

6.) The Government's Adjustment for Vacant Space shall be a reduction of \$3.00 per ABOA.

7.) In accordance with the Lease paragraph 4.4 entitled "Operating Costs", the escalation base shall be \$86,400 (16,800 RSF X \$5.14).

8.) In accordance with the Lease paragraph 4.2 entitled "Measurement of Space (Aug 2008)", the Common Area Factor shall be 1.05 (16,800 RSF/16,000 ABOA).

9.) The total cost of the Tenant Improvements is \$1,021,047.14. The Lessor and the Government agree that a lump-sum payment for a portion of the total Tenant Improvement cost shall be made in the amount of \$540,887.10. The remaining balance of \$480,160.00 shall be amortized monthly into the rent at the rate of 7.25 percent (7.25%) over the first five (5) years of the lease as stated in paragraph 4 above.

Building Specific Security (BSS) is now called Tenant Specific Security (TSS). The total cost of the TSS is \$195,726.44. The Lessor and the Government agree that a lump-sum payment for a portion of the total TSS cost shall be made in the amount of \$70,726.44. The remaining balance of the TSS cost will be amortized as BSAC in the amount of \$125,000.00 and shall be amortized monthly into the rent at the rate of 7.25 percent (7.25%) over the first five (5) years of the lease as stated in paragraph 4 above.

The Lessor agrees that the invoice shall be printed on the same letterhead as the party named on this lease, shall include the lease number, building address, and a price and quantity of the items delivered. **It 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.

INITIALS: Algo & BSG
LESSOR GOV'T

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

The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

Pearl Summers-Garza
U.S. General Services Administration
1919 Smith Street, Suite 1600
Houston, Texas 77002

10.) All other terms and conditions of the lease shall remain in full force and effect.

INITIALS: sk
LESSOR

&

BSG
GOV'T