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| <b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE</b><br><br><b>LEASE AMENDMENT</b> | LEASE AMENDMENT No. 9        |
|   | TO LEASE NO. GS-07B-16776    |
| ADDRESS OF PREMISES: 3197 Executive Drive<br>San Angelo, Texas 76903                              | PDN Number: <b>PS0025896</b> |

**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 accept the leased premise vacant space as substantially complete. **NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 14, 2015, as follows:



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

See Attached

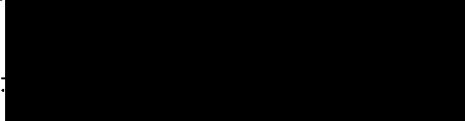

This Lease Amendment contains 4 pages inclusive of Attachment "A".

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  
1207 S. Bryant Blvd, San Angelo, TX 76902  
Date: 9/29/15

**FOR THE GOVERNMENT:**

Signature:   
Name:   
Title: Senior Lease Contracting Officer  
Date: 9/30/15

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name:   
Title: Admin Assistant  
Date: 9-29-15

1.) The tenant improvements have been *substantially* completed and the government accepts the leased vacant space on September 14, 2015. The Lessor and the Government agree that the requirements specifically identified in Attachment "A", GSA Form 1204 Condition Survey Report of this lease amendment, 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 vacant space for occupancy. Within 7 calendar days of the completion date for the Lessor to cure the deficiencies in Attachment "A" of this lease amendment, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action have 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 payments shall be September 14, 2015 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).

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

From September 14, 2015 through September 28, 2019, the total annual rental shall be \$400,732.81 at the rate of \$33,394.40 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$169,680.00, annual Operating Costs of \$86,400.00 plus annual Operating Cost adjustments, annual Tenant Improvement Allowance of \$114,773.77, and annual Annual Building Specific Amortized Capital (BSAC) of \$29,879.04.

From September 29, 2019 through September 28, 2024, the total annual rent shall be \$256,080.00 at the rate of \$21,340.00 paid monthly in arrears. 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 TSS 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.

*BSG*  
*86,400.00*

7.) In accordance with the Lease paragraph 4.4 entitled "Operating Cost", the escalation base shall be ~~\$86,352.00~~ (16,800 RSF X \$5.14 rounded).

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 and BSS is \$3,312,595.22. The Lessor and the Government agree that a lump-sum payment for a portion of the total Tenant Improvement and BSS cost shall be made in the amount of \$2,707,435.22. The remaining balance for the TIs and BSAC allowances of \$605,160.00 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.

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.

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

INITIALS: *HE* LESSOR & *BSG* GOVT

The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following email address: Pearl.Summers-Garza@gsa.gov.

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

INITIALS: PSG & PSG  
LESSOR GOVT