

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-07B-17249
LEASE AMENDMENT	
ADDRESS OF PREMISES: The Gateway Building 100 Avenue T Del Rio, TX 78840-4564	PDN Number: PS0037159

THIS AGREEMENT, made and entered into this date by and between King Cattle Company, LLC

whose address is: 310 4th St
Comfort, TX 78013

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 as substantially complete.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the signature hereof by both parties and delivered, as follows:

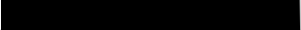
- 1.) To accept the Tenant Improvements as substantially complete; and
- 2.) Establish the Lease Commencement Date of the lease rental payments; and
- 3.) Re-state the expiration of the firm term of the lease; and
- 4.) Establish the square footages of the leased space; and
- 5.) Provide the annual rental schedules and amounts; and
- 6.) Establish the Governments' Percentage of Occupancy for Property Tax purposes; and
- 7.) Establish the Common Area Factor; and
- 8.) To provide for the payment of the Tenant Improvements; and
- 9.) All other terms and conditions are in full force and effect.

See Attached

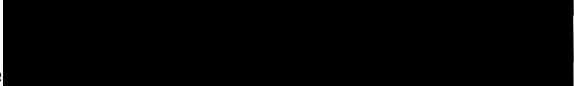
This Lease Amendment contains 6 pages including Exhibit A

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


FOR THE LESSOR:

Signature: 
Name: Robin King
Title: CEO
Entity Name: King Cattle Company, LLC
Date: 8/28/2017

FOR THE GOVERNMENT:

Signature: 
Name: Pearl Summers-Garza
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 8/29/17

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Roger King IV
Title: Vice President of Operations
Date: 8/28/2017

- 1.) The tenant improvements have been *substantially* completed and the Government accepts the leased premise on August 17, 2017. The Lessor and the Government agree that the requirements specifically identified in Exhibit "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 within 10 working day (August 30, 2017). Within 5 working 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 Lease Commencement Date of the rental on the demised premise shall be August 17, 2017 and shall expire on August 16, 2032, subject to the termination rights set forth in the lease.
- 3.) The firm term of the Lease shall expire on August 16, 2027.
- 4.) The total leased premise square footage shall be 19,348 Rentable Square Feet (RSF) yielding 17,098 ANSI/BOMA Office Area (ABOA).

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

From August 17, 2017 through August 16, 2027, the total annual rental shall be \$693,432.32 at the rate of \$57,786.03 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$462,026.14, annual Operating Costs of \$124,728.34 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$63,932.84, and annual Building Specific Amortized Capital (BSAC) amortization of \$42,745.00.

From August 17, 2027 through August 16, 2032, the total annual rent shall be \$569,732.34 at the rate of \$47,477.70 per month in arrears. The total annual rent consists of Shell Rent of \$445,004.00 and Operating Costs of \$124,728.34 plus annual Operating Cost adjustments. There are no annual Tenant Improvement or BSAC costs.

- 6.) The Governments' Percentage of Occupancy for Property Tax Reimbursement purposes shall be 21.78% ((19,348 RSF (leased premise) / 88,826 RSF (Total Building Space))).

- 7.) The Common Area Factor shall be 1.13.

- 8.) The Lessor and the Government agree that the total cost of all improvements paid for by the Government is \$2,199,248.27. The Tenant Improvement Allowance (TIA) is \$639,328.42 and the BSAC Allowance is \$427,450.00. The total of the TIA and BSAC is \$1,066,778.42.

The Government shall pay for the total TI and BSAC cost of \$2,199,248.27 by amortizing an amount of \$1,066,778.42 [\$639,328.42 TI Allowance + \$427,450.00 BSAC Allowance (the amortized allowances)] in the rent monthly for the firm term of the lease and more specifically the first ten (10) years of the lease term, in arrears, at zero percent (0.00%) interest rate for the Tenant Improvement Allowance and zero percent (0.00%) for the BSAC. The remaining balance of \$1,132,469.85 [\$2,199,248.27 (total cost of TI and BSAC) - \$1,066,778.42 (TI and BSAC amortized allowances) = \$1,132,469.85] shall be paid by a lump-sum payment.

After acceptance of the leased premise by the Government, the Lessor may submit for the lump-sum-payment. 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 PS0037159** 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:

RK
LESSOR

&

PSG
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

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

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

INITIALS:

PK
LESSOR

&

P&G
GOV'T