

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-07P-LTX17370
ADDRESS OF PREMISES 1545 Hawkins Boulevard El Paso, TX 79925	PDN Number N/A

THIS AMENDMENT is made and entered into between WEST HAWKINS EL PASO TX, LLC

whose address is: Westport Capital Partners LLC
40 Danbury Road
Wilton, CT 06897

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 revise Section 1.02 Express Appurtenant Rights, and;
- 2.) To replace Exhibits C, D, E and L as described in Section 1.07, and;
- 3.) To replace Section 1.08 Tenant Improvements and Pricing, and;
- 4.) To replace Section 4.05 Construction Schedule and Initial Construction Meeting, and;
- 5.) To replace Section 4.06 Progress Reports, and;
- 6.) To revise Section 6.12.B., and;
- 7.) To revise Section 6.15.D., and;
- 8.) All other terms and conditions shall remain in full force and effect.

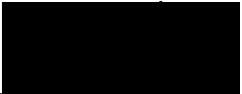
This Lease Amendment contains 117 pages, inclusive of Exhibits.

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


FOR THE LESSOR:

Signature: 
Printed Name: PETER ARONSON SEAN ARMSTRONG
Title: AUTHORIZED SIGNER AUTHORIZED SIGNER
Entity Name: WEST HAWKINS EL PASO TX, LLC
Date: JULY 8, 2016

FOR THE GOVERNMENT:

Signature: 
Name: Don W. Day
Title: Lease Contracting Officer
GSA, Public Buildings Service, Leasing Division
819 Taylor St., 11B, Ft. Worth, Texas 76102-6124
Date: 7/13/2016

WITNESSED FOR THE LESSOR BY:

Signature: 
Printed Name: TRISHA MURPHY
Title: MANAGER
Date: JULY 8, 2016

1.) Section 1.02 is revised as follows:

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 5 surface/outside reserved and marked as [REDACTED] parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government. The lessor is to make available one hundred thirty five (135) surface/outside parking spaces, which shall be non-reserved parking spaces available on site on a first come first serve basis on site. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. During the term of the lease, the Lessor, at its sole expense, may elect to relocate up to 67 of the 135 surface outside parking spaces to an off-site location within ¼ mile of the Building and providing a safe walkable path of travel to the building. The location of the relocated parking area shall be subject to approval by the Government, which shall not be unreasonably withheld or delayed.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) [REDACTED] (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

2.) Section 1.07 of the Lease is replaced in its entirety with the following. Exhibit C is replaced with the attached "Exhibit C-Revised". Exhibit D is replaced with the attached "Exhibit D-Revised". Exhibit E is replaced with the attached Exhibit E-Revised". Exhibit L is replaced with the attached "Exhibit L-Revised".

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN	1	A
PARKING PLAN	1	B
[REDACTED] FACILITY SECURITY SPECIFIC REQUIREMENTS, REVISED AUG. 2015	17	C-REVISED
[REDACTED] STRUCTURED CABLE PLANT STANDARD, REVISED MAR. 2016	66	D-REVISED
[REDACTED] EL PASO IT MISC. RELATED DOCUMENTS	8	E-REVISED

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██████ AGENCY SPECIFIC REQUIREMENTS, DATED AUGUST 16, 2014	40	F
SECURITY REQUIREMENTS FOR LEVEL 2	7	G
SECURITY UNIT PRICE LIST	2	H
GSA FORM 3517B GENERAL CLAUSES	47	I
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	J
SEISMIC FORM C, BUILDING SEISMIC RETROFIT STUDY AND SEISMIC RETROFIT SCOPE OF WORK	7	K
REVISED - SCOPE OF TENANT IMPROVEMENTS INCLUDING: (1) LIST OF DESIGN NARRATIVES (BASES FOR PLAN DESIGN) – CITIZENSHIP AND IMMIGRATION SERVICES, EL PASO FIELD OFFICE, TX, (2) THE DRAWING PROPOSED SPATIAL RELATIONSHIPS OVER EXISTING FLOOR PLAN DATED 11/21/14 AND (3) AND THE DRAWING PROPOSED LAYOUT DATED MAY 25, 2016 PREPARED BY ██████ - PARIS THEOCHARIDES, INCLUSIVE OF ENERGY INDEPENDENCE AND SECURITY ACT UPGRADES AND (4) AV COORDINATION DRAWINGS.	22	L-REVISED

3.) Section 1.08 of the Lease is replaced in its entirety with the following:

1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEP 2013) MODIFIED PARAGRAPH

The total cost of the Tenant Improvements is \$1,830,939.00 based on the accepted DIDs that have included in Revised -Exhibit L. Exhibit L has been replaced with Exhibit L-Revised. 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 \$900,556.86⁶ only upon completion and acceptance by the Government. The remaining balance of \$930,382.14 shall be amortized monthly into the rent at the rate of six percent (6.0%) over the ten (10) years of the lease as stated in paragraph 1.03 Rent and Other Considerations (Sep. 2013) above.

The Government shall have the right to make lump sum payments for any or all TI or TSS work.

Notwithstanding any other provision of the Lease, the completion of the work as specified in this lease and including the Agency Requirements and TI Scope as described in Exhibits C-Revised, D-Revised, E-Revised, F, and L-Revised, shall fully satisfy the Lessor's obligation to construct improvements to the Premises as a predicate to the Government's acceptance of the Premises, subject to paragraph 4.01 Schedule of Completion-Streamlined (Sep 2013), A. Additional work required due to changes in Exhibit C-Revised, Exhibit D-Revised, Exhibit E-Revised and Exhibit L-Revised and additional work required by the Government after 100% Construction Drawings (CDs) shall be subject of a change order at the Government's expense. The Government's acceptance of the space shall be construed as the Government's confirmation of the Lessor's compliance with all technical requirements of the Lease. Such acceptance by the Government shall not relieve the Lessor of its continuing obligation to operate, maintain and repair the Premises as set forth in the performance standards of the Lease.

4.) Section 4.05 of the Lease is replaced in its entirety with the following:

4.05 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011) MODIFIED PARAGRAPH

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 10 Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed and shall include place holder dates indicating Government on-site inspections at the following milestones: 30%, LAN room 50%, 70%, above ceiling inspect prior to close, 90%, Security System proving date, space acceptance date, tenant IT contractor start date, furniture install start date, agency move in date. Within 5 Working Days of NTP, the Lessor shall schedule a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

5.) Section 4.06 of the Lease is replaced in its entirety with the following:

4.06 PROGRESS REPORTS (JUN 2012) MODIFIED PARAGRAPH

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After start of construction, the Lessor shall submit to the LCO written progress reports and conduct progress meetings weekly. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings. Meeting minutes shall include Lessor maintained, updated and distributed logs for: Change Orders, Request for Information, and Architect's Supplemental Instructions.

6.) Section 6.12.B. of the Lease is revised as follows:

B. Carpet and flooring.

1. The Lessor shall repair or replace flooring at any time during the Lease term when:

- a. Backing or underlayment is exposed;
- b. There are noticeable variations in surface color or texture;
- c. It has curls, upturned edges, or other noticeable variations in texture;
- d. Tiles are loose; or,
- e. Tears or tripping hazards are present.

2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet in the Space every 6 years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

7.) Section 6.15.D. of the Lease is revised as follows:

D. The Lessor must ensure the contracting officer (or the contracting officer's designated representative) has all of the requested documentation, not later than 60 days prior to space acceptance, to ensure the completion of the investigation. Lessor shall act timely to insure that those maintenance and housekeeping staff needing access to immediately after occupancy will have the identity verification process completed prior to occupancy.

8.) All other terms and conditions shall remain in full force and effect.

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