

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-07P-LTX17534
ADDRESS OF PREMISES El Paso, TX 79908	PDN Number

THIS AMENDMENT is made and entered into between SL EP Industrial, LP, a Texas limited partnership whose address is: 9600 N. Mo Pac Expressway, Suite 260, Austin, TX 78758 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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

The purpose of this Lease Amendment is to incorporate the Agreement to Sub-lease.

"Exhibit F, the Fully Executed Agreement to Sub-lease, consisting of 4 pages, is incorporated into sub-lease GS-07P—LTX17534, for all purposes."

This Lease Amendment contains {5} pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: [Redacted]
 Name: **John A. Killy, Manager**
 SL EP Industrial, LP
 a Texas limited partnership
 By: SOP Manager III, LLC
 A Texas limited liability company,
 its general partner
 Date: 3-9-17

FOR THE GOVERNMENT:

Signature: [Redacted]
 Name: **Dusty Griffith**
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 3-13-2017

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
 Name: **Kenneth E. Abdoussie Jr., Manager**
 SL EP Industrial, LP
 a Texas limited partnership
 By: SOP Manager III, LLC
 A Texas limited liability company,
 its general partner
 Date: 3-9-17

LEASE GS-07P-LTX17534
AGREEMENT TO SUB-LEASE

CITY CLERK DEPT.
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This Agreement to Sub-lease is entered into by and between SL EP Industrial, LP, a Texas limited partnership (hereinafter referred to as "Sublessor") and the United States of America, acting through its General Services Administration, hereinafter referred to as "Sub-lessee", and approved and consented to by The City of El Paso, Texas, hereinafter referred to as "Landlord," and shall be effective as of the date of execution by Sub-lessee.

The City of El Paso, and more particularly, the El Paso International Airport (Lessor), entered into a long term ground lease with Lincoln National Life Insurance executed on 10/29/1993 and effective on October 1, 1993.

SL EP Industrial, LP, a Texas limited partnership, Sub-lessor, acquired a leasehold interest in that certain ground lease, executed on October 29, 1993 and effective on October 1, 1993, attached hereto as Attachment 1 (and hereinafter referred to as the Master Lease), as is described in their Leasehold Deed of Trust, effective November 21, 2013, attached hereto as Attachment 2. The Master Lease includes a lease commonly referred to as Ground Lease 27 Spur, which includes the Government's leased premises and being more particularly described as 27 Spur Drive, El Paso, TX 79906.

Said Master Lease provides that sub-lessor shall have and hold the demised premise for terms of 40 years commencing on October 1, 1993, and continuing as provided in the Master Lease or until any such term shall sooner cease and expire as provided in the Master Lease.

Sub-lessor hereby certifies that said Master Lease is in full force and effect that Sub-lessor is in full compliance with all the terms and conditions of said Master Lease and that Sub-lessor will continue to comply with all terms and conditions of said Master Lease during the remainder of the term covered by this Agreement of Sublease.

Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed between the parties that in event of default under the terms and conditions of the Master Lease by Sub-lessor herein, Sub-lessee hereby reserves the right to cure such defaults and elect to do any one or more of the following;

- 1) In the event Sub-lessor should default in payment of rent to Landlord, Sub-lessee has the right to pay any rent installment amounts not paid by Sub-lessor to Landlord and such payments shall be accepted by Landlord as performance on the part of Sub-lessor keeping the Master Lease in full force and effect. Any such payments by Sub-lessee shall

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Sub-lessor [Signature]

Lessor [Signature]

Exhibit F – Fully Executed Agreement to Sub-lease

be credited on the amount due from it to Sub-lessor on the sub-lease. In the event Sub-lessee pays any rent on behalf of Sub-lessor owed by Sub-lessor under the Master Lease, the ownership of the leasehold interest in 27 Spur Drive shall remain with Sub-lessor. The payment of rent by Sub-lessee on behalf of Sub-lessor shall in no event constitute a change in the ownership of the leasehold interest in 27 Spur Drive.,


- 2) Abate rental payments provided for in the sublease agreement.
- 3) Terminate the sublease agreement, or
- 4) Continue the sublease at the discretion of Sublessee.

In no event will Sub-lessee be obligated to pay any rent or to cure any defaults between Sub-lessor and Landlord herein.

Sub-lessor and Sub-lessee have held negotiations to reach this Agreement to Sub-lease.

Further, Sub-lessor and Sub-lessee, with the express consent and approval of Landlord, agree and covenant as follows:

- 1) Sub-lessor offers and Sub-lessee agrees to accept a Sub-lease of the demised premises upon the terms and conditions set out in Lease GS-07P-LTX17534, and all Exhibits and Attachments thereto, all attached hereto and made a part hereof, the demised premises being 23,890 rentable square feet of space known as 27 Spur Drive, El Paso, TX 79906 consisting of approximately 3,600 RSF of office and 20,290 RSF of warehouse space as shown on the plans designated as Exhibit A to the sub-lease, attached hereto and made a part hereof, for a fixed term of 60-months, subject to termination by Sub-lessee as set forth in the Sub-lease Agreement.
- 2) It is expressly agreed by and between the parties that Sub-lessee is not obligated to comply with any terms or conditions in the Master Lease which are inconsistent with, superseded, omitted or modified by this Agreement of Sub-lease or applicable Federal statutes, all of which are hereby incorporated by reference for all purposes. In the event of a conflict between the Master Lease and Lease GS-07P-LTX17534, that latter shall control.
- 3) Landlord herein expressly agrees to the terms and conditions as set forth in the Agreement of Sub-lease as evidenced by its execution of this document; provided however that any obligation of the Landlord under this Agreement to Sub-lease shall cease upon the expiration or sooner termination of the Sub-lease between Sub-lessor and Sub-lessee.

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Sub-lessor 

Lessor 

Exhibit F – Fully Executed Agreement to Sub-lease

SUB-LESSEE:


UNITED STATES OF AMERICA
ACTING THROUGH THE
GENERAL SERVICES ADMINISTRATION

BY: 
Contracting Officer


DATE 3-13-2017

SUB-LESSOR:

SL EP Industrial, LP, a Texas limited partnership
By: SOP Manager III, LLC A Texas limited liability company,
It's General Partner

BY: 
Kenneth E. Aboussie Jr., Manager
SL EP Industrial, LP, A Texas limited partnership
By: SOP Manager III, LLC, a Texas limited liability company

DATE 02-14-17

BY: 
John A. Kiltz, Manager
SL EP Industrial, LP, a Texas limited partnership
By: SOP Manager III, LLC, a Texas limited liability company

DATE 2.14.17

CONSENT BY LANDLORD:

City of El Paso, TX

BY: 
Tomas Gonzalez
City Manager


DATE 3/1/17

Approved as to Form:


Marvin Foust
Senior Assistant City Attorney

Approved as to Content:


Monica Lombrana, A.A.E.
Director of Aviation

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Sub-lessor 

Lessor 