

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 7
	TO LEASE NO. GS-07B-16776
ADDRESS OF PREMISES: 3197 Executive Drive, San Angelo, Texas 76903	PDN Number: <b>PS0025896</b>

**THIS AMENDMENT**, 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 give a notice to proceed for Tenant Improvements (TIs) and Building Specific Security (BSS).

NOW THEREFORE, these parties for consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the full execution of this amendment as follows:

- 1.) Description of the TIs and BSS items to be constructed; and
- 2.) To provide for a Notice to Proceed and provide for an anticipated date of completion; and
- 3.) To change the total cost of the Tenant Improvements (TI) and/or Building Specific Security (BSS); and
- 4.) To provide for the method of payment of the total TIs and BSS costs; and
- 5.) All other terms and conditions are in full force and effect.

This Lease Amendment contains 2 pages plus Exhibit "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, Texas 76903-7266  
Date: \_\_\_\_\_

**FOR THE**

  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
1919 Smith Street, Suite 1600  
Houston, TX. 77002  
Date: 4/14/15

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: \_\_\_\_\_  
Title: Administrative Assistant  
Date: April 8, 2015

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall provide all the materials, labor, and services required to provide for the completion of the TIs and BSS, as depicted and according to the Construction Drawings consisting of 31 pages created by R.W. Gregonis, located at 3415 S. Johnson St., Suite 100, San Angelo, Texas, dated February 5, 2015.

The Lessor remains responsible for the accuracy of the Construction Drawings when compared to the Government approved Design Intent Drawings. The Tenant Improvement Cost Summary (TICS) table is provided in Exhibit "A" which outlines the cost between TIs and Shell for this project.

2.) Upon this Lease Amendment being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction of the TIs and BSS. The anticipated date of completion is September 14, 2015.

3.) The Government and the Lessor have agreed that the total cost of the TIs and BSS shall change from \$1,465,320.67 to \$3,181,468.43 [\$1,465,320.67 + \$1,716,147.76 (from Exhibit "A")]. The TI and BSS costs include all the Lessor's fees for general and administrative costs, profit, and any and all other fees associated with the completion of the TI and BSS costs on or before the anticipated date of completion in paragraph #2 above.

Any changes of the Construction Drawings, which result in a financial change to the lease agreement, of any type, must be approved, in writing by the GSA Contracting Officer.

4.) The Government shall pay for the total TIs and BSS Cost of all of the remaining balance of \$2,576,308.43 [\$1,716,147.76 + \$860,160.67 (paid in LA #6)] shall be paid by lump-sum.

Upon the completion of the TIs and BSS and the acceptance thereof by the Government, the rent commencement date and the adjusted rent schedule (if required due to the amount amortized) shall be established by a separate Acceptance LA. The subsequent Acceptance LA shall include the term of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, and the annual amortized TI and BSS cost (if any) and the amount of the total lump-sum payment.

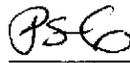
Once the exact amount of the lump-sum payment has been determined by both parties and the Acceptance LA is fully executed by the Government and the Lessor, the Lessor may then submit for the lump-sum-payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **The invoice 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

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.

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

INITIALS:  &   
LESSOR GOV'T