LEASE AMENDMENT No. 4
TO LEASE NO. GS-07B-16912
PDN Number: PS0022830

ADDRESS OF PREMISES:
4150 Pinnacle St.
El Paso, Texas 79902-1046

THIS AGREEMENT, made and entered into this date by and between The Shalom Group, LP
whose address is: 444 Executive Center Blvd, Suite 120
El Paso, Texas 79941
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

1.) To discontinue use of the Supplemental Lease Agreement form; and
2.) To provide for a Notice to Proceed for change orders (C/O) #12; and
3.) To change the total cost of the Tenant Improvements; and
4.) To provide for the method of payment for the Tenant Improvement Cost and Building Specific Amortized Capital (BSAC); and
5.) All other terms and conditions are in full force and effect.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 23, 2012 as follows:

See Attached

This Lease Amendment contains 2 pages.

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

FOR THE LESSOR

Name: Allah Zein
Title: Operator
Entity Name: The Shalom Group LP
Date: 11/19/12

WITNESSED FOR THE LESSOR BY:

Name: Candace Wright
Title: Lease Contracting Officer
Date: 11/19/12

Lease Amendment Form 09/12
1.) Use of the GSA Form 276, Supplemental Lease Agreement (SLA) has been discontinued. All references in the lease to “GSA Form 276” or “Supplemental Lease Agreement” shall be now hereby construed to mean “Lease Amendment”.

2.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the alterations required in C/O#12 as it relates to furnishing and installing the proposal is attached in Exhibit “A”. The total cost of C/O#12 is $689,235.73. This change order is part of the lease and will be maintained by the Lessor as part of the fully serviced lease. The anticipated date of completion of C/O #12 is November 30, 2012.

3.) The Government and Lessor have agreed that the total cost of the Tenant Improvements and BSAC shall change from $689,235.73 to $689,235.73. The total Tenant Improvement and BSAC cost includes all the Lessor’s fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements and BSAC covered by change order #12 by the anticipated date of completion.

4.) The Government shall pay for a portion of the total Tenant Improvement cost by amortizing $202,697.59 over the first five (5) year firm term of the lease agreement at an interest rate of ten (10.0%) percent. Additionally, the Government shall pay for all of the total BSAC cost by amortizing $84,695.43 over the first five (5) year firm term of the lease agreement at an interest rate of ten (10.0%) percent. The remaining Tenant Improvement and BSAC cost balance of $401,842.71 ($689,235.73 - $202,697.59 - $84,695.43 = $401,842.71) shall be paid by lump sum upon the completion and acceptance by the Government of the Tenant Improvements and the BSAC on a subsequent LA.

To submit for payment of 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 PS0022330 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 817-978-2408.

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 78102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Lease Contracting Officer at the following address:

General Services Administration
Attn: Pearl Summers-Garza
1919 Smith Street, Suite 1600
Houston, Texas 77002

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