

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07P-LTX17370
ADDRESS OF PREMISES 1545 Hawkins Boulevard El Paso, TX 79925	PS Number - PS0035620 ✓

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 replace Section 1.08 Tenant Improvements (TI) Pricing and provide for Method of Payment and ;
- 2.) All other terms and conditions shall remain in full force and effect.

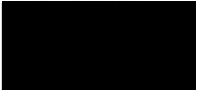
This Lease Amendment contains 2, pages.

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

FOR THE LESSOR:

Signature: 
Printed Name: Peter Aronson Sean Aronson
Title: Authorized Signer
Entity Name: **WEST HAWKINS EL PASO TX, LLC**
Date: _____

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: 7/26/2016

WITNESSED FOR THE LESSOR BY:

Signature: _____ ✓
Printed Name: _____
Title: _____
Date: _____

1.) To provide for Tenant Improvements (TI) and Method of Payment :

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 DID's that have included in Revised -Exhibit L. 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 \$900,556.86 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 pay for the total TI cost of \$1,830,939.00 by amortizing an amount of \$930,382.14, [\$930,382.14 (TI) (the amortized allowance)] in the rent. The remaining balance of \$900,556.86 [\$1,830,939.00 (total cost of TI) - \$930,382.14 (TI amortized allowances) = \$900,556.86] shall be paid by a lump-sum payment. The Government shall have the right to make lump sum payments for any or all TI or BSAC work.

Upon the completion of the construction and the acceptance of the space by the Government, a subsequent space Acceptance Lease Amendment, with the exact amount of the lump-sum payment, will be delivered for signature to the Lessor. The Lessor shall be paid for the total amount of the TIs totaling \$1,830,939.00 using a combination of amortized allowance amounts and a lump-sum payment. The subsequent space Acceptance Lease Amendment shall include the terms and amounts of the scheduled total rent, including the breakdown of the annual Shell Rent amount, the annual Operating Cost amount (plus CPI adjustments), and the annual amortized TI costs, BSAC cost, and the amount of the total lump-sum payment to the Lessor. Upon receiving a fully executed LA, Lessor may then submit for the lump-sum payment.

The Lessor agrees that the invoice submitted 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 PS - PS0035620** 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

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

General Services Administration
ATTN: Don W. Day
819 Taylor Street, Room 11B
Fort Worth, TX 76102-6124

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

INITIALS:


LESSOR

&


GOVT