

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5 TO LEASE NO. GS-07P-LTX17370
ADDRESS OF PREMISES 1545 Hawkins Boulevard El Paso, TX 79925-2646	PDN Number: PS# 0036820

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- 4441

WHEREAS, the parties hereto desire to amend the above Lease to provide a Notice to Proceed on the construction of the Tenant Improvements (TI) and Building Specific Amortized Capital (BSAC).

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) To provide a Notice to Proceed on the TI and BSAC; and
- 2) To establish the TI and BSAC costs; and
- 3) To provide the instructions for lump-sum payment; and
- 4) All other terms and conditions of the lease shall remain in full force and effect.

This Lease Amendment contains 10 pages, inclusive of Exhibits - "A and B".

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

FOR THE LESSOR:

Signature: [Redacted]
Name: PETER ARONSON SEAN ARMS
Title: AUTHORIZED SIGN AUTHORIZED SIGN
Entity Name: WEST HAWKINS EL PASO TX, LLC
Date: APR 20, 2017

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: Don W. Day
Title: Lease Contracting Officer
819 Taylor St. , Room 11B,
Ft. Worth, Texas 76102-6124
GSA, Public Buildings Service, Leasing Division
Date: 4/20/2017

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Name: Alicia Zayas
Title: Assistant VP
Date: APR 20, 2017

- 1) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on all the TI and BSAC to be constructed per the Construction Drawings (CDs) that were created by PSRBB Commercial Group Inc., and last revised on March 24, 2017. The referenced CDs are 100% completed and consist of 42 pages. The total cost of the TI and BSAC pricing is described in the attached Exhibit "A" (TICS Table Summary), except for certain changes requested by the Government which are included in the CDs. The cost of these changes ("Additional Change Costs", as referenced in Exhibit "B") are not included in the TICS Table Summary and are to be paid in full by the Government in accordance with change orders that will be generated and a further Lease Amendment to be executed by the parties. The anticipated date of completion of all the construction is September 4, 2017.

This Lease Amendment (LA) does not release the Lessor for the liability for accuracy of the CDs when compared to the GSA accepted DIDs dated July 7, 2016 per Streamline Lease Model with Turn Key pricing, Exhibit-L.

Any changes to the CDs which result in any financial, conditional, or term change to the Lease Agreement, of any type, must be approved, in writing, and in advance of any resulting work performed, by the GSA Contracting Officer. And in the event, there are any changes orders to the, existing CD drawings as referenced above and dated March 24, 2017 and subsequent Lease Amendment Nos. 1 through 4. Then a subsequent Lease Amendment, with the mutually accepted TI and / or BSAC costs, will be delivered for signature to the Lessor for execution.

- 2) The Lessor and the Government agree that the total cost of the improvements paid for by the Government is **\$1,916,235.00**, except the Additional Change Costs to be paid by the Government. The total cost consists of \$1,835,035.00 of TI and \$81,200.00 of BSAC. Except for the Additional Change Costs to be paid by the Government. The total cost includes all fees including but not limited to general and administrative costs, project management fees, profit, overhead, and any and all other fees associated with the completion of the construction on or before the anticipated date of completion.
- 3) Except for the Additional Change Costs to be paid by the Government, the Government shall pay for the total TI and BSAC cost of \$1,916,235.00 by amortizing an amount of **\$1,011,582.14** [\$930,382.14 (TI) + \$81,200.00 (BSAC) (the amortized costs)] in the rent per the terms and conditions of the fully executed Lease dated July 7, 2016. The remaining balance of **\$904,652.86** [\$1,916,235.00 (total cost of TI and BSAC) - \$930,382.14 (TI amortized costs) - \$81,200.00 (BSAC amortized costs) = \$904,652.86] shall be paid by a lump-sum payment.

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 TI and BSAC totaling **\$1,916,235.00**, as well as the Additional Change Costs, using a combination of amortized cost 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 #0036820 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gas.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:

INITIALS:

LESSOR

&

GOVT

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

- 4) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:



LESSOR

&



GOVT