

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
LEASE AMENDMENT	TO LEASE NO. GS-07P-LTX17534
ADDRESS OF PREMISES 27 Spur Drive El Paso, TX 79906	PDN Number: PS0039516

THIS AMENDMENT is made and entered into between

SL3 EP INDUSTRIAL, L.P.

whose address is: 9800 N MO PAC EXPRESSWAY
SUITE 250
AUSTIN, TX 78759-6537

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 the full execution for this amendment as follows:

The purpose of this Lease Amendment is to:

- 1) To revised Rent and Other Considerations in the Lease; and
- 2) To provide for the method of payment of the total TIs and BSAC costs; and
- 3) All other terms and conditions remain in full force and effect.

See Attached


This Lease Amendment contains 3 pages.

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

FOR THE LESSOR:

FOR THE GOVERNMENT:


Signature: 
Name: SL3 EP Industrial, LP a Texas Limited Partnership
Title: By: SL3 EP Industrial GP, LLC
Entity Name: It's General Partner
Date: 11.13.17

Signature: 
Name: Patrick Staley
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 11/14/2017

FOR THE LESSOR BY:

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: SL3 EP Industrial, LP a Texas Limited Partnership
Title: By: SL3 EP Industrial GP, LLC
Entity Name: It's General Partner
Date: 11.13.17

Signature: 
Name: Conda Denney
Title: EXEC ASST
Date: 11.14.17

1.) Lease paragraph 1.06 RENT AND OTHER CONSIDERATION (SEP 2015), subparagraph A. is deleted and replaced with the following:

1.06: RENT AND OTHER CONSIDERATION (SEP 2015)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	INITIAL RENT	FIRM TERM
	MONTHLY RENT	ANNUAL RENT
	MONTHS 1 - 11	MONTHS 12 - 60
Shell Rent ¹	\$71,000	\$241,234.62
Tenant Improvements rent ²	\$0.00	\$0.00
Operating Costs ³	\$8,360	\$64,602.00
Building Specific Amortized Capital (BSAC) ⁴	\$0.00	\$0.00
Parking ⁵	\$0.00	\$0.00
Total Annual Rent	\$79,360	\$305,836.62

1.07 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)

A. Cushman & Wakefield U.S. Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Cushman & Wakefield U.S. Inc., with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 12 Rental Payment \$26,239.18 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 12th Month's Rent.*

Month 13 Rental Payment \$26,239.18 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 13th Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

2.) The Government and the Lessor have agreed that the TI and Security costs will be \$154,110.32 (\$149,810.32 (TI's) + \$4,300.00 (BSAC) = \$154,110.32. The Government shall pay for the total cost by a lump sum totaling \$154,110.32.

The Lessor shall be paid for the total amount of the TIs and Security totaling \$154,110.32 using a lump sum payment. Lessor may 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 PS0039516 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:

INITIALS:

LESSOR

&

GOVT

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: KELLY HANTZ
819 Taylor St; 11A00
Fort Worth, Texas

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

INITIALS:


LESSOR

&


GOV'T