

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
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: 9600 N MO PAC EXPRESSWAY
SUITE 250
AUSTIN, TX 78759

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to Issue Notice to Proceed for construction.

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 of this amendment as follows:

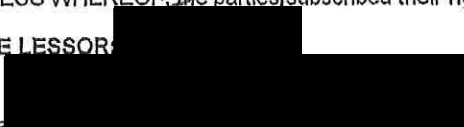
- 1) To provide for a Notice to Proceed for Construction of the Tenant Improvements (TIs); and
- 2) To establish the total cost of the Tenant Improvements and/or Security; and
- 3) To change the Tenant Improvement Allowance and BSAC Allowance and update the rental rates schedule; and
- 4) To provide for the method of payment of the total TIs and Security costs; and
- 5) All other terms and conditions remain in full force and effect.

See Attached


This Lease Amendment contains 2 pages.

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


FOR THE LESSOR:

Signature: 
Name: SL3 EP Industrial, LP a Texas Limited Partnership
Title: By: SL3 EP Industrial GP, LLC
Entty Name: Its General Partner
Date: 09.26.17


FOR THE GOVERNMENT:

Signature: 
Name: Mary L. Helgeson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 9/26/17

FOR THE LESSOR:

Signature: 
Name: SL3 EP Industrial, LP a Texas Limited Partnership
Title: By: SL3 EP Industrial GP, LLC
Entty Name: Its General Partner
Date: 09.26.17

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Linda Denning
Title: Exec Asst
Entty Name: GSA
Date: 9.26.17

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction and installation of the TIs required in the leased premise as per the Construction Drawings (CDs) referenced as New Republic Architecture, 27 Spur Drive, El Paso, TX 79906, containing 18 pages, and last revised on December 21, 2016. Additionally, the cost associated with the CDs is depicted in Exhibit "A" titled the "Tenant Improvement Cost Summary" (TICS). The total cost of the TIs and Security is \$154,110.32. The anticipated date of completion of all the TIs is on or before November 1, 2017.

2.) The Government and the Lessor have agreed that the total cost of the TIs and Security shall be \$154,110.32 (\$149,810.32 (TIs) + \$4,300.00 (BSAC) = \$154,110.32). The total TI cost of \$149,810.32 and the total BSAC cost of \$4,300.00 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 TI and BSAC on or before the anticipated date of completion.

Any changes to the Construction Drawings which will result in a 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 Lessor, by the GSA Contracting Officer.

3.) The Tenant Improvement Allowance (TIA) per the Lease Agreement is \$260,853.95 and the BSAC Allowance (Security) is \$13,297.00. In accordance with section 1.12 B. of this lease, the Government has the right to reduce and or buy down all or a portion of the TIA. The TIA shall be reduced from \$260,853.95 to \$0.00, and the BSAC shall be reduced from \$13,297.00 to \$0.00.

In accordance with section 1.06 of this lease, the total annual rent upon space acceptance shall change from \$370,797.02 to \$305,836.62, paid monthly in arrears. Total annual rent consists of \$241,234.62 annual shell rent and \$64,602.00 annual operating rent. There are no annual amortized TI and no annual BSAC.

4.) The Government and the Lessor have agreed that the total TI and Security costs will be \$154,110.32. The Government shall pay for the total costs by paying a lump sum totaling \$154,110.32.

Upon the completion of the TI construction and Security the exact amount of the lump-sum payment will be determined by the Government. The Lessor shall be paid for the total amount of the TIs and Security totaling \$154,110.32 using a lump-sum-payment. The subsequent space 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 amount of the total lump-sum payment to the Lessor. 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 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:

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

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

INITIALS:


LESSOR

&


GOVT