

STANDSTILL EXTENSION AGREEMENT

This Standstill Extension Agreement ("Extension Agreement") is entered into by and among the United States of America (the "Government"), acting by and through the Administrator of General Services' authorized representatives ("GSA") whose address is 819 Taylor Street Room 11A31, Fort Worth, TX 76102, the City of El Paso, Texas, a Texas Home Rule Municipality ("City"), whose address is 300 North Campbell El Paso, Texas 79901, the El Paso Infrastructure Collaborative, L.L.C. ("EPIC"), whose address is 303 N Oregon St Suite 610, El Paso, TX 79901, and the Jose and Carmen Silva Family Limited Partnership whose address is 1000 S. Stanton, El Paso TX 79901 (sometimes jointly referred to herein as the "Parties") effective as of May 18, 2024.

RECITALS

Whereas, On May 19, 2023, the Parties entered into a Standstill Agreement (the "Original Agreement") that expires May 18, 2024 wherein all Parties agreed that the Government Lease and the Leases were in holdover status and Parties seek to preserve the status quo, pending the vacation of the right-of-way at the Stanton Street POE DCL (the "ROW") and the completion of the proposed Government acquisition of the Combined Premises and improvements thereon in fee simple (the "Acquisition Project"); and

Whereas, despite the best efforts of the Parties, the application to vacate the ROW remains pending and negotiations with respect to the Acquisition Project are still ongoing necessitating the extension of the Original Agreement an estimated six (6) to twelve (12) months to allow time for the Parties to complete the vacation of the ROW and the Government's intended Acquisition Project.

AGREEMENT

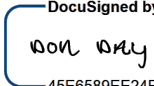
Now, therefore, the Parties agree as follows:

1. Defined Terms. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Original Agreement.
2. Extension. The Parties agree the Original Agreement is hereby extended for a period ending upon the earlier of: (a) the Government's acquisition of right, title and interest in and to the Combined Premises in fee simple, or (b) May 18, 2025 (the "Extension Period").
3. Anti-Deficiency Act. This Extension Agreement is not a financial or fund obligating document. For all activities undertaken in furtherance of this Extension Agreement, and notwithstanding any other provision of this Extension Agreement to the contrary, in accordance with 31 U.S.C. § 1341, 41 U.S.C. §§ 6301 and 6303 and other applicable Federal law, nothing in this Extension Agreement may be construed or interpreted to obligate GSA to any current or future expenditure of funds in advance of, or in excess of, available appropriations. This provision takes absolute precedence over all other provisions of this Extension Agreement, notwithstanding any other provision of this Extension Agreement to the contrary.
4. Ratification of Agreement. Except for the extension of the Original Agreement set forth herein, the Parties agree that all other terms and conditions therein shall remain in full force and effect during the Extension Period.

5. Counterpart and Electronic Signatures. This Extension Agreement may be executed in counterparts, each of which will be deemed to be a duplicate original, and which together will constitute one and the same instrument. The undersigned Parties agree that the electronic signatures, whether digital or encrypted, of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Extension Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

[SIGNATURE PAGES FOLLOW]

**UNITED STATES OF AMERICA,
acting by and through the
Administrator of General Services
and authorized representatives**

Signature:  45E6589EE24B4D3...

Printed Name: Don Day

Title: Lease Contracting Officer

Date: April 3, 2024

GSA Signature page to Standstill Extension Agreement

EL PASO INFRASTRUCTURE COLLABORATIVE, LLC

Signature: 
Printed Name: Andrea Hutchins
Title: Manager
Date: April 2, 2024

EPIC Signature page to Standstill Extension Agreement

CITY OF EL PASO, TEXAS

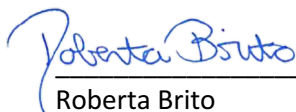
Signature: _____

Printed Name: Cary Westin

Title: Interim City Manager

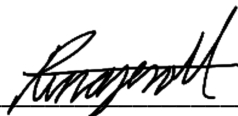
Date: _____

Approved as to Form:



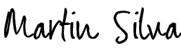
Roberta Brito
Assistant City Attorney

Approved as to Content:



Roberto Tinajero, Interim Director
International Bridges Department

JOSE & CARMEN SILVA FAMILY LIMITED PARTNERSHIP
By its General Partner, Jose & Carmen Silva Family General
Partner, LLC

Signature:	<div>DocuSigned by:  <small>6C4C9F702C4A420...</small></div>
Printed Name:	Martin Silva
Title:	Manager
Date:	April 2, 2024

Silva Signature page to Standstill Extension Agreement

Certificate Of Completion

Envelope Id: E6EA3471FFA0410E93BD4250E232CA00

Status: Completed

Subject: Complete with DocuSign: 4574462-DD - Standstill Extension Agreement (Execution Copy) GSA EPIC S...

Source Envelope:

Document Pages: 6

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 0

Ernesto Cisneros

AutoNav: Enabled

221 N. Kansas Street

Envelopeld Stamping: Enabled

Suite 1700

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

El Paso, TX 79901

ernesto.cisneros@kempsmith.com

IP Address: 69.194.191.210

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Status: Original

Holder: Ernesto Cisneros

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4/2/2024 5:42:03 PM

ernesto.cisneros@kempsmith.com

Signer Events

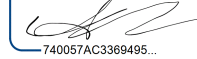
Andrea Hutchins

andrea@elpaso.org

CEO

Security Level: Email, Account Authentication
(None)**Signature**

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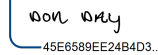
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don day

don.day@gsa.gov

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(None)

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Electronic Record and Signature Disclosure:

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Martin Silva

martins.silvaversified@gmail.com

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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Signing Complete	Security Checked	4/2/2024 9:24:12 PM
Completed	Security Checked	4/3/2024 10:01:50 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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