

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LTX00019
ADDRESS OF PREMISES Austin/Bergstrom International Airport 3600 Presidential Blvd Austin, TX 78719-2363	PDN Number: N/A

THIS AMENDMENT is made and entered into between

Austin, City of

whose address is: 3600 Presidential Blvd.
Austin, TX 78719-2510

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

WHEREAS, the parties hereto desire to amend the above Lease. The purpose of this Lease Amendment is to accept the space and provide Notice to Proceed on the Tenant Improvements.


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 when executed by the Government as follows:

- 1.) To accept the substantially complete space and;
- 2.) Establish the Commencement Date of the lease; and
- 3.) Restate the Total Annual Rent; and
- 4.) Restate The Premises
- 5.) Restate the Termination Rights; and
- 6.) Restate the Operating Cost Base; and
- 7.) All other terms and conditions are in full force and effect.

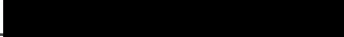
This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR:

Signature: 
Name: Jim Smith
Title: Executive Director
Entity Name: Austin Bergstrom Intl Airport
Date: 2/22/17

FOR THE GOVERNMENT:

Signature: 
Name: Marshall K. Krumm
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 2/23/2017

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Frances Garcia
Title: Dir. of Acq. & Support
Date: 2/22/17

- 1) The Government accepts the substantially complete lease space of 6,777 rentable square feet of office and related space, which yields 6,777 ANSI/BOMA Office Area square feet of space.
- 2) The Commencement Date of rental payments shall be February 28, 2017, and shall expire on February 27, 2022; subject to the termination rights set forth in the lease.
- 3) The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 - 5	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$218,693.79	\$32.27
Operating Costs	\$634,191.66	\$93.58
Full Service Rate	\$852,885.45	\$125.85

- 1) **Section 1.01, THE PREMISES (Sep 2015)**, of the Lease is hereby deleted in its entirety and replaced with:
The Premises are described as follows:
 - A. Office and Related Space: 6,777 rentable square feet (RSF), yielding 6,777 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor and known as Suite305, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B.
 - B. Common Area Factor: The Common Area Factor (CAF) is established as 1.00 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.
- 2) **Section 1.04, TERMINATION RIGHTS (ON-AIRPORT) (Sep 2013)**, of the Lease is hereby deleted in its entirety and replaced with:
 - A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with 30 days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.
- 3) **Section 1.07, OPERATING COST BASE (Sep 2013)**, of the Lease is hereby deleted in its entirety and replaced with:
The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$634,191.66/annum.
- 4) All other terms and conditions are in full force and effect.

INITIALS:


LESSOR

&


GOV'T