

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 03
	TO LEASE NO. GS-07B-16951
ADDRESS OF PREMISES 6800 Burleson Road, Austin, Texas 78744	PDN Number: PS0025035

THIS AMENDMENT is made and entered into between 2189 Bergstrom Tech

whose address is: 6800 Burleson Road, Austin, Texas 78744
 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 accept the Tenant Improvements of the Expansion Area and issue a Change Order to provide for 24hour HVAC to the LAN room.

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 February 7, 2013 as follows:

1. To accept the Tenant Improvements of the Expansion Area as completed; and
2. To establish the square footages of the leased space to include the Expansion Area; and
3. To restate the annual rental amounts; and
4. To restate the percentage of occupancy; and
5. To restate the Common Area Factor; and
6. To adjust the Operating Cost Base; and
7. To restate the number of parking spaces and indicate 4 reserved; and
8. To provide for a Notice to Proceed for 2-Ton mini-split system change order, provide for an anticipated date of completion and provide for the payment of the said change order; and
9. To provide payment for 24 hour HVAC service to the LAN room.

This Lease Amendment contains 5 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

FOR THE LESSOR: 2189 Bergstrom Tech LLC FOR THE
 BY: Dexia Real Estate Capital Markets
 Inc

Signature: _____
 Name: Paul Evans
 Title: Managing Director
 Entity Name: _____
 Date: 6/28/13

Signature: _____
 Name: CHRISTINA O'LEARY
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, Leasing Division
 Date: 8/8/13

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: Laura Dodd
 Title: Director
 Date: 6/28/13

1. The Government accepts the Expansion Area space as described in Lease Amendment No. 02 of this lease on February 7, 2013.
2. The office space square footage shall be 9,904 Rentable Square Feet (RSF) yielding 8,602 ANSIBOMA Office Area (ABOA) [increased 704 RSF / 602 ABOA from 9,200 RSF yielding 8,000 ABOA to 9,904 RSF yielding 8,602 ABOA]. The lease is hereby increased by 704 RSF / 602 ABOA as depicted as Expansion Area in "Exhibit B", attached hereto and made a part hereof.
3. The Government shall pay the Lessor annual rent as follows:

From February 7, 2013, through January 31, 2022, [expiration date of this lease] the total annual rental shall be \$196,693.44 (increased from \$182,726.81 to \$196,693.44) at the rate of \$16,391.12 paid monthly in arrears. The total annual rent consists of Shell Rent of \$123,205.76 and annual Operating Costs of \$73,487.68. The rental rate includes all previous annual Consumer Price Index (CPI) adjustments as stated in the SFO effective through February 6, 2013. The rent will be adjusted for CPI adjustments effective February 7, 2013 and later.
4. The percentage of occupancy for Real Estate Tax purposes shall change from 3.355% to 3.612% (9,904 RSF / 274,231 RSF X 100) and the Base Year for taxes shall be the taxes of 2011.
5. The Common Area Factor shall change from 1.15000 to 1.15136 (9,904 RSF / 8,602 ABOA).
6. The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall increase from \$67,252.00/annum to \$73,487.68/annum, effective February 7, 2013.
7. The number of parking spaces shall be 41 of which 4 shall be reserved for use by the Government as depicted on the parking plan in labeled "Exhibit C", attached hereto and made a part hereof.
8. Upon this Lease Amendment being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the Alterations required for the 2-ton mini-split system as it relates to the 24-hour HVAC requirement. The total cost of said change order is [REDACTED] and shall be paid by lump-sum payment. The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements covered by said change order by the anticipated date of completion, which is May 24, 2013. The Government, specifically [REDACTED] shall be responsible for all costs associated with the maintenance and repair of the 2-ton mini-split system and will maintain the temperature and humidity in the "LAN Room" as labeled in "Exhibit D", attached hereto and made a part hereof.

To submit for payment of 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 PS0025035** 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 1-800-676-3690.

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 Leasing Specialist at the following address:

General Services Administration
ATTN: Patrick Staley
819 Taylor Street, 5A18
Fort Worth, TX 76102
817-978-0131

9. The Overtime Usage rate specified in this lease shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. 24-hour HVAC is required by the Government for the "LAN Room", as indicated in Exhibit D, and shall be separately metered beyond the normal hours of operation as defined in the lease. The utility charges for usage beyond the normal hours of operation shall be reimbursed by the Government to the Lessor.

INITIALS: E & CD
LESSOR & GOVT