

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07B-17036
ADDRESS OF PREMISES Austin-Bergstrom International Airport 3600 Presidential Blvd. Austin, Texas 78719	PDN Number: NA

THIS AGREEMENT, made and entered into this date by and between City of Austin

whose address is: 3600 Presidential Blvd. Suite 411
Austin, Texas 78719

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 expand the amount of leased space.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective as follows:

- A. The Lessor and Government have agreed to increase the amount of leased area by 1,252 Rentable Square Feet (RSF) yielding 6,519 ANS/BOMA Office Area (ABOA) herein defined as the "Expansion Area." The total square footages of the leased premise shall change from 5,267 RSF and 5,267 ABOA to 6,519 RSF and 6,519 ABOA. The specific leased area the Government will acquire from the Lessor is depicted and outlined on the attached Floor plan labeled Exhibit "A."
- B. The new Rental amounts shall be as follows:
From November 1, 2012 through February 27, 2017 the total annual rental shall be \$536,157.31 at the rate of \$44,679.78 paid monthly in arrears. The total annual rent consists of Shell Rent of \$496,065.46 and annual Operating Costs of \$40,091.85.
- C. The percentage of occupancy for Real Estate Tax purposes shall changed from 0.77387% to 0.95783 % [6,519 RSF / 680,598 X 100].
- D. The Base Rate for Operating Costs is established at \$40,019.85 (\$6.15 multiplied by 6,519 RSF)
- E. The Lessor and Government mutually agree that the Government will utilize its own contractors to complete the Tenant Improvements to the expansion area pursuant with Section 2.07 ALTERATIONS (APR 2011) of the lease.

This Lease Amendment contains 2 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

FOR THE LESSOR

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: 10/29/12

FOR THE GOVERNMENT

Signature: _____
Name: _____
Title: Lease Contracting Officer,
GSA, Public Buildings Service
Date: 11/29/12

WITNESS

Signature: _____
Name: _____
Title: Assistant City Attorney
Date: 10/11/2012