## LEASE AMENDMENT No. 3 GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE TO LEASE NO. GS-07B-17151 LEASE AMENDMENT DDRESS OF PREMISES PDN Number: 16503 Air Center Boulevard PS0027479 Houston, TX 77032-5104

THIS AMENDMENT is made and entered into between W R Wagner Family Limited Partnership

whose address is:

2 Windmeadow Place Spring, TX 77381-6181

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 establish the date of completion of Tenant Improvements and beneficial occupancy, establish rental payments including amortized tenant improvement costs and establish the final commission amount and credit.

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 December 4, 2013, as follows:

- 1.) To accept the tenant improvements as substantially complete and:
- 2.) establish the Commencement Date of the lease rental payments; and
- 3.) establish the termination date of the lease; and
- 4.) provide the annual rental amounts; and
- 5.) to provide for lump sum payment; and
- 6.) to provide for the completion of the punch list items; and
- 7.) establish the Commission and Commission Credit; and
- 3.) all other terms and conditions are in full force and effect.

This Lease Amendment contains 6 pages inclusive of Exhibit A.

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: Title:

Entity Name: Date:

Signature: Name:

Title:

GSA, Public Buildings Service

FOR THE COVERNMENT

Date:

## WITNESSED FOR THE LESSOR BY:

Signature: Name:

Title: Date:

JANET M. GLASSCOCK otary Public, State of Texas My Commission Expires September 12, 2015

- 1.) The tenant improvements have been substantially completed and the government accepts the leased space on December 4, 2013.
- 2.) The commencement date of the rental shall be December 4, 2013 and shall expire on December 3, 2023.
- 3.) The Government may terminate this lease in whole or in part effective at any time after December 3, 2018 (the fifth (5th) year of this lease) by giving at least ninety (90) days' prior notice, in writing, to the Lessor. No rental shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the date of the mailing.
- 4.) The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	Non Firm Term
· · · · · · · · · · · · · · · · · · ·	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$64,800.00	\$64,800.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$10,706.57	\$0.00
OPERATING COSTS <sup>3</sup>	\$28,200.00	\$28,200.00
BUILDING SPECIFIC AMORTIZED CAPITAL4	\$2,247.76	\$0.00
TOTAL ANNUAL RENT	\$105,954.33	\$93,000.00

<sup>1</sup>Shell rent (Firm Term) calculation: \$10.80 per RSF multiplied by 6,000 RSF

<sup>3</sup>Operating Costs rent calculation: \$4.70 per RSF multiplied by 6,000 RSF

5.) The total cost of the Tenant Improvements is \$205,563.68. The total 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 by the anticipated date of completion. Of the \$205,563.68 only \$47,394.02 shall be amortized over through the rent for the first five (5) years, monthly, in arrears, at the rate of 4.90 percent. Annual Tenant Improvement amortization payments will begin upon completion and acceptance of all tenant improvements to the leased premises, which is established as December 4, 2013. The Government shall reimburse the Lessor the remaining balance of \$158,169.66 (\$205,563.68 - \$47,394.02 = \$158,169.66) in a lump sum payment, upon receipt of an original invoice.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at <a href="www.finance.gsa.gov">www.finance.gsa.gov</a>. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration FTS and PBS Payment Division (7BCP) P.O. Box 17181 Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration Attn: GSA CONTRACTING OFFICER – Meredith Whitely 819 Taylor Street Ft. Worth, TX 76102

A proper invoice must include the following:

INITIALS:

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<sup>&</sup>lt;sup>2</sup>The Tenant Improvement Allowance of \$47,394.02 is amortized at a rate of 4.90 percent per annum over 5 years.

<sup>&</sup>lt;sup>4</sup>Building Specific Amortized Capital (BSAC), also known as Security Upgrade, of \$9,950.00 are amortized at a rate of 4.90 percent per annum over 5 years

- invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered

- GSA PDN # \( \S0027479 \)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

Additionally, the total Building Specific Amortized Capital Allowance is \$9,950.00 which shall be amortized through the rent for 5 years, monthly, in arrears, at the rate of 4.90 percent. Building Specific Security Allowance amortized payments will begin upon completion and acceptance of all tenant improvements to the leased premises, which is established as December 4, 2013.

6.) The Lessor and the Government agree that the requirements specifically identified in the attached Punch List hereby attached as "Exhibit A" of this lease have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 30 days of the Government's acceptance of the space for occupancy. Within 7 days of the completion date for the Lessor to cure the deficiencies in Exhibit A of this lease, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.

7.) Studley, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only of the Commission will be payable to Studley, Inc. with the remaining which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

A. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$8,865.00 minus prorated Commission Credit of equals

adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment \$8,865.00 minus prorated Commission Credit of

equals adjusted 2<sup>nd</sup> Month's Rent.\*

8.) All other terms and conditions of the lease shall remain in full force and effect.

INITIALS:

LESSOR

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