

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07P-LTX17197
ADDRESS OF PREMISES Austin Building 9009 Mountain Ridge Dr, Suite 220 Austin, TX 78759-7286	PDN Number: N/A

THIS AMENDMENT is made and entered into between [REDACTED] [REDACTED] [REDACTED]

whose address is: [REDACTED]

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 1.) expand the amount of leased space, 2.) replace Exhibit B, 3.) establish the annual rent for the expansion space, 4.) adjust the percentage of government occupancy, 5.) adjust the operating base, and 6.) define the tenant improvement requirements.

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 upon completion of the TIs and Government acceptance of the space as follows:

- 1) The Lessor and Government agree to increase the amount of leased space by 1,142 Rentable Square Feet (RSF) yielding 993 ANSI/BOMA Office Area (ABOA). The total amount of space under lease shall change from 5,691 RSF and 4,949 ABOA to 6,833 RSF and 5,942 ABOA.
- 2) The area to be leased is depicted on the attached revised Exhibit B.
- 3) The rental rates for the expansion will be as follows:

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
 [REDACTED]
 Signature: _____
 Name: _____
 Title: Director, Public Buildings Service
 Entity Name: _____
 Date: 1-13-2016

FOR THE GOVERNMENT
 [REDACTED]
 Signature: _____
 Name: _____
 Title: Assistant Contracting Officer
 GSA, Public Buildings Service,
 Date: 2/2/2016

WITNESSED FOR THE LESSOR BY:
 [REDACTED]
 Signature: _____
 Name: _____
 Title: Witness
 Date: 1-13-2016

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$20,921.44	\$20,921.44
TENANT IMPROVEMENTS RENT ²	\$9,557.91	\$0.00
OPERATING COSTS ³	\$7,119.18	\$7,119.18
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00
PARKING ⁵	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$37,598.53	\$28,040.62

¹Shell rent calculation:

(Firm Term) \$18.32 per RSF multiplied by 1,142 RSF

(Non Firm Term) \$18.32 per RSF multiplied by 1,142 RSF

²The Tenant Improvement Allowance of \$40,224.44 is amortized at a rate of 7 percent per annum over 5 years.

³Operating Costs rent calculation: \$6.233955 per RSF multiplied by 1,142 RSF

⁴Building Specific Amortized Capital (BSAC) of \$0 are amortized at a rate of 0 percent per annum over 0 years

⁵Parking costs described under sub-paragraph H below

Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

The Tenant Improvement Allowance (TIA) for purposes of this Lease Amendment is \$40.50800 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the remaining Firm Term of this Lease at an annual interest rate of 7 percent.

The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

- 1) Reduce the TI requirements;
 - 2) Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
 - 3) Negotiate an increase in the rent.
- 4) The percentage of Government occupancy will change from 14.86% to 17.84% (6,833 RSF / 38,299 building SF).
 - 5) The operating cost base will change from \$6.27 per RSF (\$35,707.54 per annum).to \$6.2339553 per RSF (\$42,596.62 per annum).
 - 6) Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:
 - A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor must submit to GSA, as part of the TI cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than 15 Working Days following the Lease Award Date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely

INITIALS:  LESSOR

&  GOVT

complete DIDs. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed within 10 Working Days of the Government's request.

B. DIDs. For the purposes of this Lease, DIDs are defined as fully dimensioned drawings of the leased Space that reflect all Lease requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to:

1. Generic furniture layout, wall, door, and built-in millwork locations;
2. Telephone, electrical, and data outlet types and locations;
3. Information necessary for calculation of electrical and HVAC loads;
4. Work related to security requirements; and
5. All finish selections.

C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than 10 Working Days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than 30 Working Days following the approval of DIDs. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within 10 Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have 15 Working Days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within 15 Working Days following the end of the Government CD review period.

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