

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	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]

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 revise 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 execution by the Government as follows:

Paragraph 6 of Lease Amendment No. 2 is deleted and replaced with the following:

Design and construction activities for the Space shall commence upon execution of this Lease Amendment No. 3. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Government-Provided Design Intent Drawings (DIDs): The Government shall prepare and provide to the Lessor the Government's approved DIDs based upon the base Building documents provided by the Lessor as required in the paragraph titled "Documents Incorporated in the Lease" paragraph of this Lease. These DIDs will detail the TIs to be made by the Lessor within the Space. DIDs shall be due to the Lessor within 20 Working Days from execution of this Lease Amendment No. 3.

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

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 date.

**FOR THE** [REDACTED]

Signature: [REDACTED]

Name: [REDACTED]

Title: OWNER

Entity Name: \_\_\_\_\_

Date: 2-11-2016

**FOR THE GOVERNMENT:**

Signature: [REDACTED]

Name: \_\_\_\_\_

Title: Lease Contracting Officer

GSA, Public Buildings Service,

Date: 2/10/16

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]

Name: \_\_\_\_\_

Title: Witness

Date: 2-11-2016

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. INTENTIONALLY DELETED

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 receipt of the Government-provided DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. 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.

G. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within **15 Working Days** following the submission of the TI and BSAC price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

H. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **30 Working days** following issuance of NTP.

INITIALS:

  
LESSOR

&

  
GOVT