

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07B-17206
ADDRESS OF PREMISES PORT A 361 BUILDING 2314 STATE HIGHWAY 361 PORT ARANSAS, TX 78373-4803.	PDN Number: PS 0030617

THIS AGREEMENT, made and entered into this date by and between

[REDACTED], **INDIVIDUAL, AS 100% OWNER**

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. The purpose of this Lease Amendment (LA) is to memorialize the Notice to Proceed (NTP) for Tenant Improvements (TIs) and Tenant Specific Security (TSS) and to provide details for obtaining payment upon completion and acceptance of the space by the Government.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the full execution of this amendment as follows:

- 1) To memorialize the Notice to Proceed for TIs and TSS and provide for an anticipated date of completion; and
- 2) To establish the total cost of the TIs and TSS; and
- 3) To provide for the method of payment of the total TIs and TSS cost; and
- 4) All other terms and conditions of the lease shall remain in full force and effect.

See Attached

This Lease Amendment contains 3 pages inclusive of Exhibit A.

IN WITNESS WHEREOF, the parties subscribed their names as of

FOR THE LESSOR:
[REDACTED] INDIVIDUAL, AS 100% OWNER

Name: **[REDACTED]**
Signature: **[REDACTED]**
Signature : **[REDACTED]**
Name: **[REDACTED]**
Title: Owner
Entity Name: **[REDACTED]** Individual,
As 100% Owner
Date: 09/05/2014

FOR THE GOVERNMENT:
[REDACTED]
Signature: **[REDACTED]**
Name: Jeffrey Navarro Thomas Bell
Title: Lease Contracting Officer
GSA, Public Buildings Service,
300 E. 8th St., Room G150
Austin, TX 78701
Date: 12.4.14

WITNESSED FOR THE LESSOR BY:

Signature: **[REDACTED]**
Name: Brian Nelson
Title: Chief Financial Officer
Date: 09/05/2014

- 1) In accordance with the GSA Notice to Proceed (NTP) Letter dated July 22, 2014, this Lease Amendment (LA) memorializes the NTP with the construction of Tenant Improvements (TIs) and Tenant Specific Security (TSS), as depicted, and in accordance with the Lease terms and approved Design Intent Drawings (DIDs). The Lessor shall provide all the materials, labor, and services required to provide for the completion of the TIs and TSS. The anticipated date of completion of TIs and TSS is November 25, 2014.
- 2) The Government and the Lessor have agreed that the total cost of the TIs and TSS is **\$1,087,741.63**, as depicted and according to the Tenant Improvement Cost Summary (TICS) attached hereto as Exhibit "A" (1 page). The TI and TSS costs include all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TIs and TSS by the anticipated date of completion.
- 3) The total cost of the TIs and TSS is \$1,087,741.63 [\$860,303.63 (TIs) + \$227,438.00 (TSS) = \$ 1,087,741.63], and shall be paid by a lump-sum payment upon the completion of the TIs and TSS, and the acceptance thereof by the Government.

Any changes to the Construction Drawings (CDs), which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer. The Lessor remains responsible for the accuracy of the Construction Drawings when compared to the Government approved Design Intent Drawings and in accordance with the terms of Lease. The Government does not make approval; and is not responsible for the accuracy of CDs.

Upon completion of the TIs and TSS, and the acceptance thereof by the Government, the rent commencement date and the adjusted rent schedule (if required due to the amount amortized) shall be established by a separate Acceptance LA. The subsequent Acceptance LA shall include the term of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, and the lump-sum amount of the TI and TSS costs.

Once the exact amount of the lump-sum payment has been determined by both parties and the Acceptance LA is fully executed by the Government and the Lessor, then the Lessor may submit for the lump-sum-payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the name 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 PS-0030617** 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 at 817-978-2408.

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 Contracting Officer at the following address:

General Services Administration
 ATTN: Jeffrey Navarro
 300 E. 8th St., Room G150
 Austin, TX 78701
 Tel: 512-916-5957
 Email: jeffrey.navarro@gsa.gov

- 4) **All other terms and conditions of this lease shall remain in full force and effect.**

INITIALS:  LESSOR &  GOVT