

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07B-17072
ADDRESS OF PREMISES 5509 S. Donnybrook Avenue Tyler, TX 75703	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between **Curtis Investments – Tyler, LLC**

whose address is: 5641 SMU Blvd
Suite 100
Dallas, TX 75206

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 provide for the Lessor to develop the Design Intent Drawings, incorporate the Lessor's bid to develop the Government approved Layout into Design Intent Drawings, correct the number of parking spaces required, and incorporate the updated Agency Special Requirements into the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the date this lease is fully-executed by the Government, as follows:

1. Paragraph 4.01 of the Lease, GSA Form L201C is deleted and replaced with the following:

4.01 SCHEDULE FOR COMPLETION OF SPACE (SEP 2013)

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:

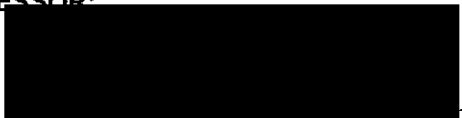
A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor must submit to GSA, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than **20 Working Days** following the date this Lease Agreement is fully-executed, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The

This Lease Amendment contains 2 pages, and includes Exhibit A and Exhibit B.


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: Chas Curtis
Title: President
Entity Name: Curtis Investments - Tyler, LLC
Date: 10/1/2014

FOR THE GOVERNMENT:

Signature: 
Name: [Redacted]
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: October 9, 2014

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: [Redacted]
Title: Vice President
Date: 10/1/14

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 **20 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. 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 **10 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 **20 Working Days** following the end of the Government CD review period.

G. Negotiation of TI price proposal and issuance of notice to proceed (NTP): The Government shall issue NTP within **10 Working Days** following the submission of the TI price proposal, provided that the TI price proposal conforms to the requirements of the paragraph titled "Tenant Improvements Price Proposal" and the parties negotiate a fair and reasonable price for TIs.

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 **150 Working Days** following issuance of NTP.

2. Exhibit A represents the Lessor's cost to develop the Government approved Layout, into Design Intent Drawings. The amount is \$7,776. This amount has been approved by the Government. This amount will be added to the \$60,000 Architectural/Engineering flat fee that is listed in Paragraph 1.09 of the Lease, and it will be added to and be a part of the Lessor's TI price proposal. This amount is not subject to further negotiation.

INITIALS: cc & Jal
LESSOR & GOVT

3. Paragraph 1.02, A. of the Lease, GSA Form L201C is deleted and replaced with the following:

Parking: 0 reserved and 84 surface parking spaces for employees and visitors.

4. Exhibit B replaces the Agency Special Requirements, which were part of the initial Lease package. The previous Agency Special Requirements are hereby deleted and replaced with Exhibit B. The Agency Special Requirements are provided for informational purposes only. The actual TI bid and construction will be based on the Government approved DID's and accepted Construction Drawings. Some aspects of the Agency Special Requirements may not be included in the final design as this is not a complete re-model of the agency's space.

INITIALS: cc & JM
LESSOR GOVT