

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07P-LTX17083
ADDRESS OF PREMISES 600 Gulf Freeway Texas City, TX 77591	PDN Number: N/A

THIS AMENDMENT is made and entered into between Lauterburg, LTD

whose address is: 10500 Northwest Freeway, Suite 130, Houston, TX 77092

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

- 1.) **WHEREAS**, the parties hereto desire to supplement the above Lease to 1) provide Description of the Tenant Improvements to be constructed; 2) provide a Notice to Proceed; and 3) establish the Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC) costs.

NOW THEREFORE, these parties for consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

- 1) The Lessor is solely responsible and liable for the technical accuracy of the Construction Drawings and compliance with all applicable Lease requirements as stated in the lease. This Lease Amendment (LA) does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings dated January 20, 2015 consisting of (23) pages, and which have been incorporated into the lease as depicted in Lease Amendment #1, Exhibit H.
- 2) Upon full execution and delivery of this LA the Lessor can consider this as a Notice to Proceed on the TI and BSAC construction. The anticipated date of completion and acceptance by the Government is on or before October 23, 2015.

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 GOVERNMENT:

Signature: _____

Name: _____

Title: _____

Date: _____

GSA, Public Buildings Service, Leasing Division

7-22-2015

Date: July 17, 2015

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

July 17, 2015

3) The Government shall pay the Lessor for the total cost of the TIs and BSAC as follows:

The Government and the Lessor have agreed pursuant to Lease GS-07P-17083 dated 1/07/2015 that the Tenant Improvement (TI) allowance is \$348183.45 , and the BSAC Allowance is \$35,000.00.

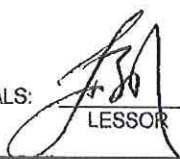

Furthermore, the Government and the Lessor have agreed that the total cost of the construction of the TIs as noted above in paragraph 1 shall not exceed \$347,965.70 and the total BSAC cost shall not exceed \$35,000.00 for a combined total of \$382,965.70. The total TI costs and the total BSAC cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TI and the BSAC by the anticipated date of completion noted above in paragraph 2.

The total TI costs, in the amount of \$347,965.70, shall be amortized over the first ten (10) year firm term of the lease agreement at an interest rate of ten percent (10.0%) paid monthly in arrears as part of the rental payment upon the completion and acceptance by the Government.

The total BSAC costs, in the amount of \$35,000.00, shall be amortized over the first ten (10) year firm term of the lease agreement at an interest rate of ten percent (10.0%) paid monthly in arrears as part of the rental payment upon the completion and acceptance by the Government.

Upon completion of the TIs and BSAC and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized TI and BSAC Cost) shall be established by a subsequent LA.

Any changes of the Construction Drawings which result in a financial, conditional, or term change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

INITIALS:  LESSOR &  GOVT