| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE | LEASE AMENDMENT No. 2 | |
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| LEASE AMENDMENT | TO LEASE NO. GS-07-LTX17334 | |
| ADDRESS OF PREMISES 1934 FM 1432, VICTORIA, TX 77905-1849 | PDN Number: | |

THIS AMENDMENT is made and entered into between

VICTORIA COUNTY NAVIGATION DISTRICT

whose address is:

1934 FM 1432, Victoria, TX 77905-1849,

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

WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the date the signatures hereof by both parties and delivered, as follows:

- 1.) To accept the Tenant Improvements as completed; and
- 2.) Establish the Commencement Date of the lease rental payments; and
- 3.) Establish the square footages of the leased space; and
- 4.) Provide the annual rental amounts; and
- 5.) Establish the Governments Percentage of Occupancy and Base Year of Taxes; and
- 6.) Establish the reduction amount for vacant space; and
- 7.) Establish the Base for the Operating Cost adjustment; and
- 8.) Establish the Common Area Factor; and
- 9.) To provide for the payment of the Tenant Improvements and Building Specific Amortized Capital; and
- 10.) To state the Broker Commission and the Commission Credit; and
- 11.) All other terms and conditions are in full force and effect.

See Attached

1.) The Tenant Improvements have been completed and the government accepts the leased premise on July 1, 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 LESSOR: | FO | | |
|--|------------------------------|--------------------------------|--|
| Signatur Name: Title: Entity Name: Victoria (Dunity Navigation) District Date: [BAUT, 2015] | Sig Nar Title Date: | GSA, Public Buildings Service, | |

Signature Name:
Title:
Date:

- 2.) The Commencement Date of the rent shall be July 1, 2015 and shall expire on June 30, 2025, subject to the termination rights set forth in the lease.
- 3.) The leased premise square footage shall be 1,717 Rentable Square Feet (RSF) yielding 1,455 ANSI/BOMA Office Area (ABOA).
- 4.) The Government shall pay the Lessor annual rent as follows:

From July 1, 2015 through June 30, 2020, the total annual rental shall be \$40,267.50 at the rate of \$3,355.63 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$29,450.40 and annual Operating Costs of \$10,817.10.

From July 1, 2020 through June 30, 2025, the total annual rental shall be \$43,170.30 at the rate of \$3,597.53 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$32,353.20 and annual Operating Costs of \$10,817.10.

- 5.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 38.16% (1,717 RSF/4,500 RSF) and the new Base Year for taxes shall be established in accordance with Paragraph 2.07 of the Lease.
- 6.) The Government's Adjustment for Vacant Space shall be a reduction of \$2.00 per ABOA.
- 7.) In accordance with the lease paragraph 1.13 entitled "Operating Costs Base (Sep 2013)," the escalation base shall be \$10,817.10 (1,717 RSF X \$6.30).
- 8.) In accordance with the lease paragraph 1.01 (B) entitled "The Premises (Succeeding) (Sep 2013)," the Common Area Factor shall be 1.18 (1,717 RSF/1,455ABOA).
- 9.) There is no tenant improvement (TI) or building specific amortized capital (BSAC) associated with this lease as it is a succeeding lease with no TI or BSAC required.
- 10.) JLL ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is \$0.00.

INITIALS:

GOV'T

Lease Amendment Form 12/12