

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07P-LTX17529
ADDRESS OF PREMISES Grande Centre 6101 S. Broadway, suite 420 tyler, texas 75703	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between

**David and Shirley Lake**

whose address is:



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 is to accept the space and provide Notice to Proceed on the Tenant Improvements.

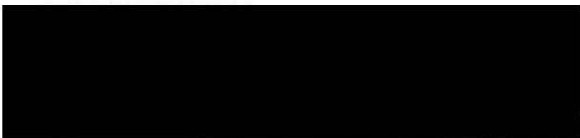
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective when executed by the Government as follows:

- 1.) To delete the requirement of Section 7.02 (New Paint and Carpet)
- 2.) To restate Section 1.03 (Rent and Other Considerations) of the lease; and
- 3.) All other terms and conditions are in full force and effect.


This Lease Amendment contains 3 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.

  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Date: 9-6-16

**FOR THE GOVERNMENT:**

  
Signature: \_\_\_\_\_  
Name: Marshall K. Krumm  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 12/22/2016

**WITNESSED FOR THE LESSOR BY:**

  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: LEGAL ASSISTANT  
Date: 9-6-16

**1) Delete the Requirement of Section 7.02 (New Carpet and Paint):**

The Lessor and the Government agree that the requirements specifically identified in Section 7.02 (New Paint and Carpet (April 2016)) of the lease, have been deleted. The Lessor shall **NOT** complete these building improvements as part of the negotiated lease contract.

The Lessor and the Government have agreed the previous total cost of the Tenant Improvements (TI) of \$25,600.00 associated with Section 7.02 (New Carpet and Paint) shall not be paid by the Government.

**2) Section 1.03, RENT AND OTHER CONSIDERATIONS (Sep 2015), of the Lease is hereby deleted in its entirety and replaced with**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	March 21, 2016 – March 20, 2021	March 21, 2021 – March 20, 2026
	Annual Rent	Annual Rent
Shell Rent <sup>1</sup>	\$58,412.04	\$58,412.04
Tenant Improvements rent <sup>2</sup>	\$ 0.00	\$0.00
Operating Costs <sup>3</sup>	\$ 18,785.00	\$ 18,785.00
Building Specific Amortized Capital (BSAC) <sup>4</sup>	\$ 0.00	\$0.00
Total Annual Rent	\$77,197.04	\$77,197.04

1 Shell rent calculation:

(Firm Term) \$15.76998920086393 per RSF multiplied by 3,704 RSF

(Non Firm Term) \$15.76998920086393 per RSF multiplied by 3,704 RSF

2 There aren't any Tenant Improvements associated with this lease.

3 Operating Costs rent calculation: \$5.071544276457883 per RSF multiplied by 3,704RSF

4 There is not any Building Specific Amortized Capital (BSAC) .

5 Parking costs described under sub-paragraph F below

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 3,301 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.


C. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

D. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

E. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

INITIALS:  LESSOR

&

 GOVT

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

F. Parking shall be provided at a rate of \$0.00 per parking space per month (structured/inside), and \$0.00 per parking space per month (surface/outside).

3) All other terms and conditions are in full force and effect.

INITIALS:     *MSA*     &     *MRH*      
LESSOR & GOVT