

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07P-LTX00339
ADDRESS OF PREMISES: One Valley View Place 2350 Valley View Lane Farmers Branch, TX 75234-5754	PDN Number: N/A

THIS AMENDMENT is made and entered into between **Thundering Herd Inc.**

whose address is: **2350 Valley View Lane Suite 600
Farmers Branch, TX 75234-5754**

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective January 11th, 2018 as follows:

- 1.) To accept the work performed by the lessor titled "Additional Lessor Requirements" as substantially complete; and
- 2.) Establish the Commencement Date of the lease rental payments; and
- 3.) Establishing the terms of the termination rights and the firm term of the lease; and
- 4.) Establish the square footages of the leased space; and
- 5.) Provide the annual rental schedules and amounts; and
- 6.) All other terms and conditions are in full force and effect.

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: [Redacted Signature]

Signature: [Redacted]
 Name: [Redacted] Ahsan
 Title: President
 Entity Name: Thundering Herd Inc.
 Date: 01/18/2018

FOR THE GOVERNMENT: [Redacted Signature]

Signature: [Redacted]
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 1-22-18

WITNESSED FOR THE LESSOR BY: [Redacted Signature]

Signature: [Redacted]
 Name: Roneen Ahsan
 Title: Thundering Herd officer
 Date: ~~1/12/18~~ 1/18/18

- 1.) The "Additional Lessor Requirements Provided by Lessor" in paragraph 6.06 of the SBA Supplemental Office Lease Requirements have been substantially completed and the Government accepts the leased premise on January 12, 2018. The Electrical Scope of Work in Lease Amendment No.1 has been fully completed and the Security Scope of Work in Lease Amendment No. 2 has been partially completed.

The Lessor and the Government agree that the requirements specifically identified as "action" items in Attachment "A", GSA Form 1204 - Condition Survey Report of this lease amendment have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within twenty (20) calendar days after January 11, 2018. Within three (3) calendar days of the completion date the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all deficiencies have been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.

Additionally, the GSA Form 1204 - Condition Survey Report includes the general condition of the leased premise and represents the "as is" condition the Government received. The Government will not be liable for any damage already existing in the leased space.

- 2.) The Commencement Date of the rental on the demised premise shall be January 12, 2018 and shall expire on January 11, 2019 subject to the termination rights set forth in the lease.
- 3.) The firm term of the lease expires sixty (60) days after the commencement of the lease rental payments or on March 14, 2018. The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than sixty (60) days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.
- 4.) The total leased premise square footage shall be 42,400 Rentable Square Feet (RSF) yielding 40,000 ANSI/BOMA Office Area (ABOA).
- 5.) The Government shall pay the Lessor annual rent as follows:
 From January 12, 2018 through January 11, 2019, the total annual rental shall be \$932,799.96 at the rate of \$77,733.33 paid monthly, in arrears. The total annual rent consists of annual Shell Rent of \$635,999.96, annual Operating Costs of \$296,800.00. There are no annual Tenant Improvement or BSAC amortization costs. There are no Operating Cost Adjustments.
- 6.) The rent includes two hundred sixty five (265) surface parking spaces.
- 7.) All other terms and conditions of the lease shall remain in full force and effect.

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 LESSOR & GOVT