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| <b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE</b><br><br><b>LEASE AMENDMENT</b> | LEASE AMENDMENT No. 2     |
|   | TO LEASE NO. GS-07B-17151 |
| <b>ADDRESS OF PREMISES</b><br>16503 Air Center Boulevard<br>Houston, TX 77032-5104                | PDN Number:               |

**THIS AMENDMENT** is made and entered into between WR Wagner Family Limited Partnership

whose address is:

2 Windmeadow Place  
Spring, TX 77381-6181

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 order tenant improvements which exceed the tenant improvement allowance and to establish an overtime rate for the dedicated storage area requiring 24/7 HVAC.

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

1. This Lease Amendment is your Notice to Proceed to furnish and install tenant improvements as required and outlined in Lease No. GS-07B-17151. Pursuant to Exhibit A attached to this Lease Amendment, the total cost for the tenant improvements is \$205,563.68. Of the \$205,563.68 only \$47,394.02 has been amortized into the rent at 4.90% for 60 months. The Government hereby orders the balance of \$158,169.66.


2. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$158,169.66, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

*Continued on Page 2*


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:**

Signature:   
 Name: Wayne Wagner  
 Title: President  
 Entity Name: WR Wagner  
 Date: 7-24-2013

**FOR THE GOVERNMENT:**

Signature:   
 Name: CHRISTINA DOLAN  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: 11/4/13

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: \_\_\_\_\_  
 Title: Logistics Coordinator  
 Date: 7-25-13

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration  
Attn: GSA CONTRACTING OFFICER – Meredith Whitely  
819 Taylor Street  
Ft. Worth, TX 76102

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0027479

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

3. The Lessor hereby waives restoration as a result of all improvements.

4. The overtime rate for the dedicated storage area requiring 24/7 HVAC is hereby established to be \$0.24/RSF/Year.

All other terms and conditions remain in full force and effect.

Attachments: **Exhibit A- Tenant Improvements Cost Summary (TICS)**

*End of Lease Amendment No. 1*

INITIALS: mw & cd  
LESSOR GOVT