

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07B-17151
ADDRESS OF PREMISES 16503 Air Center Boulevard Houston, TX 77032-5104	PDN Number: PS0027479

THIS AMENDMENT is made and entered into between W R 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 establish the date of completion of Tenant Improvements and beneficial occupancy, establish rental payments including amortized tenant improvement costs and establish the final commission amount and credit.

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 December 4, 2013, as follows:


- 1.) To accept the tenant improvements as substantially complete and;
- 2.) establish the Commencement Date of the lease rental payments; and
- 3.) establish the termination date of the lease; and
- 4.) provide the annual rental amounts; and
- 5.) to provide for lump sum payment; and
- 6.) to provide for the completion of the punch list items; and
- 7.) establish the Commission and Commission Credit; and
- 8.) all other terms and conditions are in full force and effect.

This Lease Amendment contains 6 pages inclusive of Exhibit A.

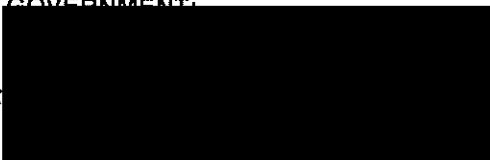
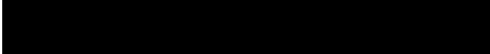
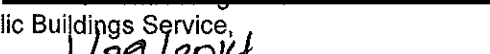
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR:

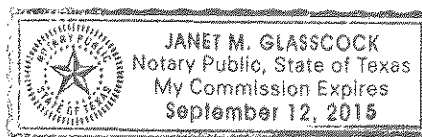
Signature:   
Name: WAYNE WAGNER  
Title: President  
Entity Name: WR Wagner Family  
Date: JAN 21 2014

FOR THE GOVERNMENT:

Signature:   
Name:   
Title:   
GSA, Public Buildings Service,  
Date: 1/29/2014

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: \_\_\_\_\_  
Title: Logistic Coordinator  
Date: 1-23-14



- 1.) The tenant improvements have been substantially completed and the government accepts the leased space on December 4, 2013.
- 2.) The commencement date of the rental shall be December 4, 2013 and shall expire on December 3, 2023.
- 3.) The Government may terminate this lease in whole or in part effective at any time after December 3, 2018 (the fifth (5th) year of this lease) by giving at least ninety (90) days' prior notice, in writing, to the Lessor. No rental shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the date of the mailing.
- 4.) The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$64,800.00	\$64,800.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$10,706.57	\$0.00
OPERATING COSTS <sup>3</sup>	\$28,200.00	\$28,200.00
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$2,247.76	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$105,954.33</b>	<b>\$93,000.00</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$10.80 per RSF multiplied by 6,000 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$47,394.02 is amortized at a rate of 4.90 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$4.70 per RSF multiplied by 6,000 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC), also known as Security Upgrade, of \$9,950.00 are amortized at a rate of 4.90 percent per annum over 5 years

5.) The total cost of the Tenant Improvements is \$205,563.68. The total Tenant Improvement 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 Tenant Improvements by the anticipated date of completion. Of the \$205,563.68 only \$47,394.02 shall be amortized over through the rent for the first five (5) years, monthly, in arrears, at the rate of 4.90 percent. Annual Tenant Improvement amortization payments will begin upon completion and acceptance of all tenant improvements to the leased premises, which is established as December 4, 2013. The Government shall reimburse the Lessor the remaining balance of \$158,169.66 (\$205,563.68 - \$47,394.02 = \$158,169.66) in a lump sum payment, upon receipt of an original invoice.

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:

INITIALS: WU & MW  
 LESSOR GOVT

