

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LTX17186
ADDRESS OF PREMISES 19241 David Memorial Drive Shenandoah, TX 77385-8786	PDN Number:  PS0029006

**THIS AMENDMENT** is made and entered into between Wallace-Portofino Tech Center LLC and Vara-Portofino Tech Center LLC

whose address is: 19241 David Memorial Drive, Shenandoah, TX 77385-8786

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

**WHEREAS**, the parties hereto desire to supplement the above Lease.

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

- 1) To change the Lessor's address;
- 2) To provide a Notice to Proceed;
- 3) to establish the Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC) costs; and
- 4) to provide provisions for the payment of the TI and BSAC costs.

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.

**FOR THE LESSOR:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Member  
Entity Name: Vara-Portofino Tech Center LLC  
Date: 9/24/2014

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: \_\_\_\_\_

**FOR THE LESSOR:**

Signature: \_\_\_\_\_  
Name: Brian B. Wallace  
Title: Member  
Entity Name: Wallace-Portofino Tech Center LLC  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: General Manager  
Date: 9/24/2014

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

1.) The Lessor's address has changed from

Tech Center LLC and Wallace-Portofino Tech Center LLC c/o Transwestern  
1900 West Loop South, Suite 1300  
Houston, Texas 77027-3218

to

Wallace-Portofino Tech Center LLC and Vara-Portofino Tech Center LLC  
19241 David Memorial Dr  
Shenandoah, TX 77385-8786

Notices and correspondence shall be sent to the Landlord at the following address:

Vara-Portofino Tech Center LLC and Wallace-Portofino Tech Center LLC  
c/o Transwestern  
1900 West Loop South, Suite 1300  
Houston, Texas 77027-3218

- 2.) Upon this Lease Amendment being fully executed and delivered by the Government, the Lessor shall consider this a Notice to Proceed on the Tenant Improvements for the above referenced lease. The anticipated date of completion of all the tenant improvements is October 20, 2014.
- 3.) Following a Government review of the submitted cost proposal, the Government has determined that the Tenant Improvement bid submitted is fair and reasonable at a total cost not to exceed \$118,974.00, inclusive of all management and architectural fees. The Lessor and the Government have also agreed that the approved cost of the Building Specific Amortized Capital (BSAC) is not to exceed \$27,847.31. The BSAC cost includes all the Lessor's fees for general and administration costs, profit and any and all other fees associated with the completion of the BSAC work by the anticipated date of completion.
- 4.) Upon completion, inspection and acceptance of the space, the Government shall pay for the total Tenant Improvement Cost by amortizing \$118,974.00 over the first 10 years of the term at an interest rate of 8% per annum. The Government shall pay for the total Building Specific Amortized Capital Cost by amortizing \$27,847.31 over the first 10 years of the term at an interest rate of 8% per annum.

The remaining cost of the Tenant Improvements is \$7,800.00 and shall be paid by a lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements and the BSAC necessary to finish the interior of the lease space as depicted on the attached Exhibit "A". The lump-sum payment 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 and the BSAC by the anticipated date of completion.

A subsequent Lease Amendment shall be issued upon Government acceptance of the space to restate the rent.

Upon acceptance of the TI and BSAC by the Government, the Lessor may submit for payment of the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number **PS0029006** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

INITIALS:

  
LESSOR

&

\_\_\_\_\_  
GOV'T

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

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

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Lease Contracting Officer at the following address:

General Services Administration  
**ATTN: DeLario Bolton**  
819 Taylor St  
Room 5A18  
Fort Worth, TX 76102  
505-248-7359

INITIALS:  & \_\_\_\_\_  
LESSOR GOV'T