GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2		
LEASE AMENDMENT	TO LEASE NO. GS-07P-LTX17186		
ADDRESS OF PREMISES	PDN Number:		
19241 David Memorial Drive Shenandoah, TX 77385-8786	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 amend the above Lease to establish Beneficial Occupancy, adjust the tenant improvement allowance, establish the lease commencement date, restate the full service rent, and restate the commission and commission paragraph.

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, November 19, 2014, as follows:

- 1) Establish the Lease Commencement Date;
- 2) Adjust the Annual Rent;
- 3) Restate the Broker Commission and Commission Credit; and
- 4) Adjust the Tenant Improvement Allowance

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 LESS FOR THE GOVERN			GOVERNMENT:
Signature: Name: Title: Entity Name: Date:	H Mamoel Vara-Portofino Tech Center, LLC December 11, 2014	Signature: Name: Title: Date:	Lease Contracting Officer GSA, Public Buildings Service, 12-18-14
FOR THE LE	SSOR:		
Signature: Name: Title:	Brian B. Wallace		
Sec. 1970	Wallace-Portofino Tech Center LL	3	
Date:	December 12, 2014		
WITNESSED	FOR THE LESSOR BY	WITNESSI	ED
Class at user		Classetures	

1.) Page 1 of the Lease is hereby amended with the following:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

December 1, 2014 and continuing thru November 30, 2024, 10 years firm

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

2.) Subparagraph A of Section 1.03 is hereby deleted in its entirety and replaced with the following:

1.03 RENT AND OTHER CONSIDERATION

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

	FIRM TERM (YEARS 1-5)	FIRM TERM (YEAR: 6-10)	
	ANNUAL RENT	ANNUAL RENT	
SHELL RENT ¹	\$264,604.93	\$298,310.93	
TENANT IMPROVEMENTS RENT ²	\$ 17,321.80	\$17,321.80	
OPERATING COSTS ³	\$36,518.33	\$ 36,518.33	
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$ 4,054.38	\$ 4,054.38	
TOTAL ANNUAL RENT	\$322,499.44	\$ 356,205.44	

Shell rent (Firm Term) calculation: \$15,70076129 per RSF multiplied by 16,853 RSF

²The Tenant Improvement Allowance of \$118,974.00 is amortized at a rate of 8 percent per annum over 10 years.

³Operating Costs rent calculation: \$2.166874147 per RSF multiplied by 16,853 RSF ⁴Building Specific Amortized Capital (BSAC) of \$27,847.31 are amortized at a rate of 8 percent per annum over 10 years

3.) Section 1.04 of is hereby deleted and replaced with the following:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT

A. **CBRE**, **Inc.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is **Commission** and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only **Commission** of the Commission will be payable to **CBRE**, **inc.** with the remaining **Commission**, which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$26,874.95 minus prorated Commission Credit of Month's Rent.*	equa	als	djusted 1st full
Month 2 Rental Payment \$26,874.95 minus prorated Commission Credit of Month's Rent.*	equa	ls ad	justed 2nd full
	INITIALS:	19/2/. 2	BWA

Lease Amendment Form 12/12

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Month 3 Rental Payment \$26,874.95 minus prorated Commission Credit of equals equals adjusted 3rd full Month's Rent.*

Month 4 Rental Payment \$26,874.95 minus prorated Commission Credit of the second lequals adjusted 4th full Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

4.) Paragraph 1.08 of the lease is hereby deleted in its entirety and replaced with the following:

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$7.059515 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 8 percent.

INITIALS: &

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