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| <b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE</b>                                  | LEASE AMENDMENT No. 5         |
|  | TO LEASE NO. GS-07B-17206     |
| <b>LEASE AMENDMENT</b>   |                               |
| ADDRESS OF PREMISES<br>PORT A 361 BUILDING<br>2314 STATE HIGHWAY 361<br>PORT ARANSAS, TX 78373-4803. | PDN Number: <b>PS-0030617</b> |

**THIS AGREEMENT**, made and entered into this date by and between

**[REDACTED] INDIVIDUAL, AS 100% OWNER**

whose address is: **[REDACTED]**

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 accept the Tenant Improvements as complete and establish the commencement date of the lease rental payments.

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 upon execution by the Government as follows:

- 1.) To accept the Tenant Improvements and Tenant Specific Security (TSS) as substantially complete; and
- 2.) To establish the Commencement Date of the lease rental payments; and
- 3.) To restate the square footage of the leased space; and
- 4.) To amend Paragraph 1.02, Express Appurtenant Rights (Aug 2011); and
- 5.) To provide for the annual rental amounts; and
- 6.) To provide for the payment of the Tenant Improvements and Tenant Specific Security (TSS); and
- 7.) All other terms and conditions are in full force and effect.

**See Page 2**

This Lease Amendment contains 13 pages including Exhibits.

IN WITNESS WHEREOF, the parties subscribed their names as of the b

**FOR THE LESSOR:**  
**[REDACTED], INDIVIDUAL, AS 100% OWNER**

Name: **[REDACTED]**  
Signature: **[REDACTED]**  
Signature: **[REDACTED]**  
Name: **[REDACTED]**  
Title: **[REDACTED]**  
Entity Name: **[REDACTED], Individual,**  
As 100% Owner  
Date: 4-13-15

**FOR THE** **[REDACTED]**  
Signature: **[REDACTED]**  
Name: Jeffrey Navarro  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
300 E. 8th St., Room G150  
Austin, TX 78701  
Date: 4-14-15

**WITNESSED FOR THE LESSOR BY:**

Signature: **[REDACTED]**  
Name: BRIAN NELSON  
Title: \_\_\_\_\_  
Date: 4-13-15

- 1.) The Tenant Improvements have been substantially completed and the Government accepts the leased space on March 1, 2015. The Lessor and the Government agree that the requirements specifically identified in the Final Punch List; which is depicted in the attached Exhibit "A" (9 Pages); 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 25 days of the Government's acceptance of the space for occupancy. Within 7 days of the completion date for the Lessor to cure the deficiencies in Exhibit "A" of this Lease Amendment, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has 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.

- 2.) The Commencement Date of the rental shall be March 1, 2015 and shall expire on February 28, 2025, subject to the termination rights set forth in the lease.
- 3.) The leased premise square footage shall be 6,480 Rentable Square Feet (RSF) yielding 6,480 ANSI/BOMA Office Area (ABOA).
- 4.) Paragraph 1.02 to Lease No. GS-07B-17206 should be deleted in its entirety and replaced with the following:

**1.02 EXPRESS APPURTENANT RIGHTS (AUG 2011)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: Thirty-five parking spaces as depicted on the plan attached hereto as Exhibit 2 (1 Page) of which 0 shall be structured inside spaces reserved for the exclusive use of the Government, 0 shall be inside parking spaces, and 35 shall be surface parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. Parking shall be provided at a rate of \$0.00 per parking space per month (structured/inside), and \$0.00 per parking space per month (surface/outside).

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

- 5.) The Government shall pay the Lessor annual rent as follows:

From March 1, 2015 through February 28, 2020, the total annual rental shall be \$181,440.00 at the rate of \$15,120.00 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$131,220.00 and annual Operating Costs of \$50,220.00 plus annual Operating Cost adjustments. There are no annual Tenant Improvement Amortization or Tenant Specific Security Amortization.

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From March 1, 2020 through February 28, 2025, the total annual rent shall be \$181,440.00. The total annual rent consists of Shell Rent of \$131,220.00 and Operating Costs of \$50,220.00 plus annual Operating Cost adjustments. There are no annual Tenant Improvement Amortization or Tenant Specific Security Amortization.

- 6.) The total cost of the TIs and TSS is \$1,132,969.68 [\$860,303.63 (TIs) + \$227,438.00 (TSS) + \$45,228.05 (Approved Change Orders) = \$1,132,969.68] and shall be paid by a lump-sum payment upon the completion of the TIs and TSS, and the acceptance thereof by the Government.

The Lessor agrees that the invoice shall be printed on the same letterhead as the party named on this lease, shall include the lease number, building address, and a price and quantity of the items delivered. It shall reference the number **PS-0030617** 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.

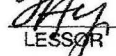
If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

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

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

ATTN: Jeffrey Navarro  
300 E. 8th St., Room G150  
Austin, TX 78701  
Tel: 512-916-5957  
Email: [jeffrey.navarro@gsa.gov](mailto:jeffrey.navarro@gsa.gov)

- 7.) **All other terms and conditions of the lease shall remain in full force and effect.**

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