

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the alterations required in change order C/O #12 as it relates to furnishing and installing clearstory vision panels on Rooms 42 and 43; C/O #13 as it relates to relocating 1 emergency light from IT Room 30 and installing in new server room; C/O #14 as it relates to furnishing and installing a [redacted] in the security area; and C/O #15 as it relates to installing a dedicated 30-amp receptacle in the IT Room; all of which are depicted in Exhibit "A". The total cost of C/O #12, #13, #14 and #15 is \$6,715.00 (C/O #12 = [redacted]; C/O #13 = [redacted]; C/O #14 = [redacted]; and C/O #15 = [redacted]).

2.) The Government and the Lessor have agreed that the total cost of the TIs and BSAC shall change from \$872,649.77 to \$879,364.77 (\$872,649.77 + \$6,715.00). The TI and BSAC costs include all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TI and BSAC costs covered by change orders #12, #13, #14 and #15 by the anticipated completion date of June 30, 2014.

3.) The Government shall pay the Lessor for the total cost of the TIs and BSAC as follows:

The Government and the Lessor have agreed in the Lease Agreement that the Tenant Improvement Allowance (TIA) is \$785,456.35 and the BSAC Allowance is \$82,000.00.

Furthermore, the Government and the Lessor have agreed that the total cost of the TIs (including Change Orders #12, #13, and #15 as noted in paragraph 1 above) is \$758,756.77 (\$753,020.77 + \$5,736.00) and the total BSAC cost (including Change Order #14 as noted in paragraph 1 above) is \$120,608.00 (\$119,629.00 + \$979.00) for a combined total of \$879,364.77. The total TI costs and the total BSAC costs include all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TI and the BSAC by the anticipated date of completion noted above in paragraph 2.

The total TI costs, in the amount of \$758,756.77, shall be amortized over the first five (5) year firm term of the lease agreement at an interest rate of five percent (5.0%) paid monthly in arrears as part of the rental payment upon the completion and acceptance by the Government.

A portion of the total BSAC costs, in the amount of \$82,000.00, shall be amortized over the first five (5) year firm term of the lease agreement at an interest rate of five percent (5.0%) paid monthly in arrears as part of the rental payment upon the completion and acceptance by the Government.

The remaining balance of the total cost of the BSAC is \$38,608.00 (BSAC total cost of \$120,608.00 – BSAC allowance of \$82,000.00) and shall be paid by a lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements and the BSAC. 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 noted above in paragraph 2.

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 PS0028046 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 800-676-3690.

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:

Pearl Summers-Garza

INITIALS:  LESSOR &  GOVT

U.S. General Services Administration
1919 Smith Street, Suite 1600
Houston, Texas 77002-8049

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

From April 17, 2014 through April 16, 2019, the total annual rental shall be \$574,994.96 at the rate of \$47,916.25 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$287,059.44, annual Operating Costs of \$97,542.12 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$171,824.12, and annual Building Specific Amortized Capital (BSAC) of \$18,569.28.

From April 17, 2019 through April 16, 2024, the total annual rent shall be \$465,927.00. The total annual rent consists of Shell Rent of \$368,384.88 and Operating Costs of \$97,542.12 plus annual Operating Cost adjustments. There are no annual Tenant Improvement Amortization or BSAC costs.

5.) DTZ Americas, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to DTZ Americas, Inc. with the remaining [REDACTED], 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 month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.



Notwithstanding the "Rent and Other Consideration" paragraph of the 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 \$47,916.25 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$47,916.25 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment \$47,916.25 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

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

INITIALS:  LESSOR &  GOVT