

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 8
LEASE AMENDMENT	TO LEASE NO. GS-07P-LTX17083
ADDRESS OF PREMISES 600 Gulf Freeway Texas City, TX 77591	PDN Number: PS0032741

THIS AMENDMENT is made and entered into between Lauterburg, LTD

whose address is: 10500 Northwest Freeway, Suite 130, Houston, TX 77092

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 1.) To accept the Tenant Improvements as substantially complete; and 2.) Establish the Commencement Date of the lease rental payments; and 3.) Establish the square footages of the leased space; and 4.) Establish the parking; and 5.) Provide the annual rental amounts; and 6.) Establish the Governments Percentage of Occupancy; and 7.) Establish the reduction amount for vacant space; and 8.) Establish the Base for the Operating Cost adjustment; and 9.) Establish the Common Area Factor; and 10.) To provide for the payment of the Tenant Improvements; and 11.) To state the Broker Commission and the Commission 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 14, 2015 as follows:

1.) The tenant improvements have been *substantially* completed and the government accepts the leased space on December 14, 2015. The Lessor and the Government agree that the requirements specifically identified in Exhibit "LA#8-A", GSA Form 1204 Condition Survey Report of this lease have not been met and these items are punch list items. The Lessor is required to complete the punch list 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 punch list items in Exhibit "LA#8-A" of this lease, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed.

2.) The Commencement Date of the rental shall be December 14, 2015 and shall expire on December 13, 2030, subject to the termination rights set forth in the lease.

This Lease Amendment contains 3 pages plus Exhibit LA#8-A (1 page).

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.

[Redacted Signature]

AUS PRES.
Partner

Date: DECEMBER 18, 2015

FOR THE GOVERNMENT:

[Redacted Signature]

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service, Leasing Division
Date: 1-13-2016

WITNESSED FOR THE LESSOR BY:

[Redacted Signature]

Signature: _____
Name: _____
Title: ADMINISTRATIVE ASSISTANT
Date: December 18, 2015

3.) The leased premise square footage shall be 9,884 Rentable Square Feet (RSF) yielding 8,595 ANSI/BOMA Office Area (ABOA).

4.) The leased parking shall consist of 20 parking spaces as depicted on Exhibit B, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 20 shall be surface/outside 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.

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

From December 14, 2015 through December 13, 2025, the total annual rental shall be \$243,212.72 at the rate of \$20,267.73 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$131,487.15, annual Operating Costs of \$50,960.00 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$55,215.24, and annual Building Specific Amortized Capital (BSAC) of \$5,550.33.

From December 14, 2025 through December 13, 2030, the total annual rent shall be \$204,561.00. The total annual rent consists of Shell Rent of \$153,601.00 and Operating Costs of \$50,960.00 plus annual Operating Cost adjustments. There are no annual Tenant Improvement Amortization or BSAC costs.

6.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 23% (9,884 RSF/43,743 RSF) and the Real Estate Tax Base shall be \$33,212.00.

7.) The Government's Adjustment for Vacant Space shall be a reduction of \$1.15/ABOA. In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.15 per ABOA SF of Space vacated by the Government.

8.) In accordance with the Lease paragraph 1.15 entitled "Operating Cost Base", the escalation base shall be \$50,960.00 (9,884 RSF X \$5.15581 rounded).

9.) In accordance with the Lease paragraph 1.01 entitled "The Premises", the Common Area Factor shall be 1.15 (9,884 RSF/8,595 ABOA).

10.) The total cost of the Tenant Improvements is \$354,396.47. The Lessor and the Government agree that a lump-sum payment for a portion of the total Tenant Improvement cost shall be made in the amount of \$6,213.02. The remaining balance of \$348,183.45 shall be amortized monthly into the rent at the rate of ten percent (10.0%) over the first ten (10) years of the lease as stated in paragraph 5 above.

The total cost of the BSAC is \$36,100.00. The Lessor and the Government agree that a lump-sum payment for a portion of the total BSAC cost shall be made in the amount of \$1,100.00. The remaining balance of the BSAC cost will be amortized as BSAC in the amount of \$35,000.00 and shall be amortized monthly into the rent at the rate of ten (10.0%) over the first ten (10) years of the lease as stated in paragraph 5 above.

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 PS0032741 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

INITIALS:  LESSOR &  GOVT

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

General Services Administration
Attn: Jason Belle
819 Taylor St., Room 11A01
Fort Worth, TX 76102

11.) DTZ Americas, Inc dba Cushman and Wakefield ("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 dba Cushman and Wakefield 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 \$20,267.73 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Full Month's Rent.

Month 2 Rental Payment \$20,267.73 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Full Month's Rent.

Month 3 Rental Payment \$20,267.73 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3rd Full Month's Rent.

Month 4 Rental Payment \$20,267.73 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 4th Full Month's Rent.

INITIALS:  LESSOR &  GOV'T