

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1 TO LEASE NO. GS-07P-LTX17273
LEASE AMENDMENT ADDRESS OF PREMISES: 3755 Milam Street Beaumont, TX 77701-4723	PON Number: N/A

THIS AGREEMENT, made and entered into this date by and between **Sue Levine, Trustee of the Allan L. Levine Family Trust**

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. The purpose of this Lease Amendment is to accept the leased premise as substantially complete. **NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the signature hereof by both parties and delivered, as follows:

- 1.) To accept the Premises as substantially complete; and
- 2.) To establish the Commencement Date of the lease; and
- 3.) To restate Section 1.01 (The Premises) of the lease; and
- 4.) To restate Section 1.02 (Express Appurtenant Rights) of the lease; and
- 5.) To restate Section 1.03 (Rent and Other Considerations) of the lease; and
- 6.) To restate Section 1.04 (Broker Commission and Commission Credit) of the lease; and
- 7.) To restate Section 1.11 (Percentage of Occupancy for Tax Adjustment) of the lease; and
- 8.) To restate Section 1.13 (Operating Cost Base) of the lease; and
- 9.) To restate Section 1.14 (Rate for Adjustment for Vacant Leased Premises) of the lease; and
- 10.) To restate Section 1.15 (Hourly Overtime HVAC Rates) of the lease; and
- 11.) All other terms and conditions are in full force and effect.

1.) The space listed in Section 1.01 A of the lease has been **substantially** completed and the government accepts the leased space on September 1, 2015. The Lessor and the Government agree that the requirements specifically identified in Section 1.17 (Building Improvements) of the lease, have not been met and these items are improvements. The Lessor is. This Lease Amendment contains 4 pages.

IN WITNESS WHEREOF, the parties have signed this Lease Amendment of the below date.

[REDACTED]

THE G [REDACTED]
 Signature: [REDACTED]
 Title: Marshall K. Krumm
 Lease Contracting Officer

Entity Name: Sue Levine, Trustee of the Allan L. Levine Family Trust
 Date: 8/22/15

GSA, Public Buildings Service, 819 Taylor St., Room 11A0
 Fort Worth, TX. 76102-0181
 Date: 8/31/15

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
 Name: [REDACTED]
 Title: ADMINISTRATOR, PERS/STAFF
 Date: 8/22/15

required to cure these building improvements as part of the negotiated lease contract within 90 calendar days of the Government's acceptance of the space for occupancy. Within 7 calendar days of the completion date for the Lessor to cure the building improvements listed in Section 1.17 (Building Improvements) of the lease, 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 building improvements 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 lease shall be September 1, 2015 and shall expire on August 31, 2025**, subject to the termination rights set forth in the lease.

3.) **Section 1.01, THE PREMISES (SEP 2013)**, of the Lease is hereby deleted in its entirety and replaced with:

"Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. **Office and Related Space:** 7,100 rentable square feet (RSF), yielding 6,666 ANSI/BOMA Office Area (ABOA) square foot (SF) of office and related Space located on the 1st floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. **Common Area Factor:** The Common Area Factor (CAF) is established as 1.065. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses."

4.) **Section 1.02, EXPRESS APPURTENANT RIGHTS (SEP 2013)**, of the Lease is hereby deleted in its entirety and replaced with:

"The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. **Parking:** 61 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 61 shall be surface/outside parking spaces. In addition, Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

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.) **Section 1.03, RENT AND OTHER CONSIDERATIONS (SEP 2013)**, of the Lease is hereby deleted in its entirety and replaced with:

INITIALS: SL LESSOR & Mk GOVT

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

	FIRM TERM (9/1/15 – 8/31/20)	NON FIRM TERM (9/1/20 8/31/25)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$ 61,802.32	\$ 61,802.32
TENANT IMPROVEMENTS RENT ²	\$ 2,000.00	\$ 0.00
OPERATING COSTS ³	\$ 26,200.00	\$ 26,200.00
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$ 200.00	\$ 0.00
TOTAL ANNUAL RENT	\$ 90,202.32	\$ 88,002.32

¹Shell rent (Firm Term) calculation: \$8.704552113 per RSF multiplied by 7,100 RSF

²The Tenant Improvement Allowance of \$10,000.00 is amortized at a rate of 0 percent per annum over 5 years.

³Operating Costs rent calculation: \$3.690140845 per RSF multiplied by 7,100 RSF

⁴Building Specific Amortized Capital (BSAC) of \$1,000.00 are amortized at a rate of 0 percent per annum over 5 years

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 6,686 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. THIS PARAGRAPH WAS INTENTIONALLY DELETED

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. INTENTIONALLY DELETED

6.) Section 1.04, BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012), of the Lease is hereby deleted in its entirety and replaced with:

INITIALS: SL & MLC
LESSOR GOV'T

A. Savills Studley, 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 Savills Studley, 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 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 \$7,516.86 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent."

Month 2 Rental Payment \$7,516.86 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent."

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

7.) Section 1.11, PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012), of the Lease is hereby deleted in its entirety and replaced with:

"As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 40.57 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 7,100 RSF by the total Building space of 17,500 RSF."

8.) Section 1.13, OPERATING COST BASE (SEP 2013), of the Lease is hereby deleted in its entirety and replaced with:

"The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$3.690140845 per RSF (\$26,200.00/annum)."

9.) Section 1.14, RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013), of the Lease is hereby deleted in its entirety and replaced with:

"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 \$2.00 per ABOA SF of Space vacated by the Government."

10.) Section 1.15, HOURLY OVERTIME HVAC RATES (AUG 2011), of the Lease is hereby deleted in its entirety and replaced with:

"The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

\$0.00 per hour"

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

INITIALS: SL & MYL
LESSOR GOVT