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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT No. 1 |
| | TO LEASE NO. GS-07P-LTX17529 |
| ADDRESS OF PREMISES Grande Centre 6101 S. Broadway, suite 420 tyler, texas 75703 | PDN Number: N/A |

THIS AMENDMENT is made and entered into between

David and Shirley Lake

whose address is:



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 space and provide Notice to Proceed on the Tenant Improvements.

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 when executed by the Government as follows:

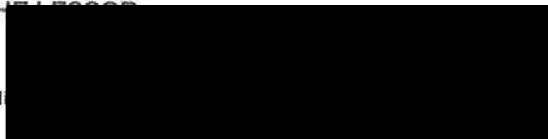
- 1.) To accept the Premises as substantially complete and give Notice to Proceed on the Tenant Improvements; and
- 2.) To establish the Commencement Date of the lease; and
- 3.) To restate section 1.01 (The Premises) of the lease; and
- 4.) To restate Section 1.02 (Express Appurtenant Rights) of the lease; and
- 5.) To restate Section 1.03 (Rent and Other Considerations) of the lease; and
- 6.) To restate Section 1.12 (Percentage of Occupancy for Tax Adjustment) of the lease; and
- 7.) To restate Section 1.14 (Operating Cost Base) of the lease; and
- 8.) To restate Section 1.15 (Rate for Adjustment for Vacant Leased Premises) of the lease; and
- 9.) To restate Section 1.16 (Hourly Overtime HVAC Rates) of the lease; and
- 10.) All other terms and conditions are in full force and effect.

This Lease Amendment contains 4 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 LESSOR:



Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:



Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 5/19/2016

WITNESSED FOR THE LESSOR BY:



Signature: _____
Name: _____
Title: Legal Assistant
Date: 5/3/2016

1) The Premises:

The space listed in Section 1.01 A of the lease has been *substantially* completed and the government accepts the leased space on March 21, 2016. The Lessor and the Government agree that the requirements specifically identified in Section 7.02 (New Paint and Carpet (April 2016)) of the lease, have not been met and these items are tenant improvements. The Lessor is required to complete these building improvements as part of the negotiated lease contract within thirty (30) working days of the Government's acceptance of the space for occupancy. Within 7 calendar days of the completion date for the Lessor to complete the tenant improvements listed in Section 7.02 (New Paint and Carpet) of the lease, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all tenant improvements have been completed. In the event of any failure by the Lessor to complete the tenant 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.

Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the Tenant Improvements listed in Section 7.02, New Paint and Carpet. The Government and Lessor have agreed the total cost of the Tenant Improvements (TI) is \$25,600.00. The total TI cost of \$25,600.00 include all fees including but not limited to general and administrative costs, project management fees, profit, overhead, and any and all other fees associated with the completion of the TIs.

The Government shall pay for the total TI cost by amortizing in the rent a total cost of \$25,600.00 over the remaining firm term of the Lease at 5.0% interest. Upon the completion of the TIs by the Lessor and then acceptance of the TIs by the Government, a subsequent Space Acceptance Lease Amendment will be issued which shall include the terms and amounts of the scheduled total rent, including the breakdown of the annual Shell Rent amount, the annual Operating Cost amount (plus CPI adjustments), and the annual amortized TI costs (Total TIs of \$25,600.00 amortized over the remaining firm term of the lease at 5.0% interest).

2) Commencement Date

The Commencement Date of the rental payments shall be March 21, 2016, and shall expire on March 20, 2026, subject to the termination rights set forth in the lease.

3) Section 1.01 THE PREMISES (Sep 2015), of the Lease is hereby deleted in its entirety and replaced with:

The Premises are described as follows:

A. Office and Related Space: 3,704 rentable square feet (RSF), yielding 3,301 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the fourth floor and known as Suite 420, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.122 percent. 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.

C. 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.

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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: 3 parking spaces as depicted on the plan attached hereto as Exhibit C, reserved for the exclusive use of the Government, of which 3 shall be structured/inside parking spaces, and 0 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) Section 1.03, RENT AND OTHER CONSIDERATIONS (Sep 2015), of the Lease is hereby deleted in its entirety and replaced with

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

| | March 21, 2016 – March 20, 2021 | March 21, 2021 – March 20, 2026 |
|---|------------------------------------|------------------------------------|
| | Annual Rent | Annual Rent |
| Shell Rent ¹ | \$58,412.04 | \$58,412.04 |
| Tenant Improvements rent ² | \$ 0.00 | \$0.00 |
| Operating Costs ³ | \$ 18,785.00 | \$ 18,785.00 |
| Building Specific Amortized Capital (BSAC) ⁴ | \$ 0.00 | \$0.00 |
| Total Annual Rent | \$77,197.04 | \$77,197.04 |

1 Shell rent calculation:

(Firm Term) \$15.76998920086393 per RSF multiplied by 3,704 RSF

(Non Firm Term) \$15.76998920086393 per RSF multiplied by 3,704 RSF

2 Tenant Improvements of \$25,600.00 are amortized at a rate of 5.0 percent per annum over 5 years. MKK

3 Operating Costs rent calculation: \$5.071544276457883 per RSF multiplied by 3,704RSF

4 There is not any Building Specific Amortized Capital (BSAC) .

5 Parking costs described under sub-paragraph F below



- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 3,301 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

- C. 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.

- D. 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 by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

- E. 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."

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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.

F. 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).

6) **Section 1.12, 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 4.0836 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 3,704 RSF by the total Building space of 90,704 RSF.

7) **Section 1.14, OPERATING COST BASE (Sep 2013), of the Lease is hereby deleted in its entirety and replaced with:**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$5.071544 per RSF (\$18,785.00/annum).

8) **Section 1.15, 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 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 \$1.40 per ABOA SF of Space vacated by the Government.

9) **Section 1.16, 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:"

- \$50.00 per hour/per floor

10) **All other terms and conditions are in full force and effect.**

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