

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-07P-LTX17261
ADDRESS OF PREMISES GEORGE BUSH INTERCONTINENTAL AIRPORT 16930 JOHN F KENNEDY BLVD HOUSTON, TX 77032-3020	PDN Number: PS0031923 <i>07/16/11</i> <i>2015-0825</i>

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

CITY OF HOUSTON, [REDACTED]

whose address is: 16930 JOHN F. KENNEDY BLVD.
HOUSTON, TX 77032-6020

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution as follows:

- 1.) To accept the Tenant Improvements as substantially completed; and
- 2.) To increase the amount of area leased by the Government; and
- 3.) To change the rental payment schedule; and
- 4.) To state termination rights; and
- 5.) To establish relocation rights for the expansion space; and
- 6.) To provide for the payment of the Tenant Improvements; and
- 7.) All other terms and conditions shall remain in full force and effect.

This Lease Amendment contains 3 pages and Exhibit A and Exhibit B.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date

FOR THE LESSOR:

Signature: [Signature]
 Name: _____
 Title: _____
 Entity Name: _____
 Date: _____

FOR THE GOVERNMENT:

Signature: [REDACTED]
 Name: [Signature]
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 9/16/05

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]
 Name: _____
 Title: _____
 Date: _____

- 1.) The Tenant Improvements have been substantially completed and the government accepts the leased premises on ~~November 1, 2014. The Lessor and the Government agree that the requirements specifically identified in Exhibit A~~ (specific to the installation of the security locks and iPhones) of this lease have not been met and these items are outstanding. The Lessor is required to complete these installations as part of the negotiated tenant improvements for the expansion space within 60 days of the receipt of the equipment. Within 14 days of the completion of the installation of security locks and iPhones described in Exhibit A of this lease, the Lease Contracting Officer shall provide written notice to the Lessor that the installation work has been completed and that the Government is accepts the Tenant Improvements.
- 2.) The Lessor and Government have agreed to increase the amount of leased area by 4,148 Rentable Square Feet (RSF) yielding 4,148 ANSI/BOMA Office Area (ABOA). The total square footages of the leased premise shall change from 11,173 RSF and 11,173 ABOA to 15,321 RSF and 15,321 ABOA. The specific leased area the Government will acquire from the Lessor is depicted and outlined on the attached Floor plan labeled Exhibit B and outlined as follows:

Expansion Space: 4,148 RSF/4,148 ABOA

Location	Expansion Space
Terminal A Mezzanine Level	1,218 RSF/ABOA
Terminal B Mezzanine Level	2,930 RSF/ABOA

Existing Space: 11,173 RSF/11,173 ABOA

Location	Existing Space
Terminal A North Concourse Passenger Level	2,477 RSF/ABOA
Terminal A South Concourse Passenger Level	405 RSF/ABOA
Terminal A Mezzanine	300 RSF/ABOA
Terminal B Baggage Level	846 RSF/ABOA
Terminal B Ticketing Level	599 RSF/ABOA
Terminal B Mezzanine Level	506 RSF/ABOA
Terminal C/E Ticketing Level East	1,576 RSF/ABOA
Terminal C Ticketing Level	626 RSF/ABOA
Terminal C Link Level 1	1,008 RSF/ABOA
Terminal D Level 1	739 RSF/ABOA
Terminal D Level 3	773 RSF/ABOA
Terminal [REDACTED] Level 2	1,318 RSF/ABOA

- 3.) The new Rental amounts shall be as follows:

From November 1, 2014 through March 31, 2018, the total annual rental shall be \$1,086,105.69 at the rate of \$90,508.80 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$529,646.97, annual Operating Costs of \$556,458.72. There shall be no annual Operating Cost Adjustments.

From April 1, 2018 through March 31, 2023, the total annual rent shall be \$1,249,121.13 at the rate of \$104,093.42 paid monthly in arrears. The total annual rent consists of Shell Rent of \$609,162.96 and Operating Costs of \$639,958.17. There shall be no annual Operating Cost Adjustments.

- 4.) The Government may terminate the this Lease, in whole or in part, at any time during this lease with 90 days' prior written notice to the Lessor and in accordance with the Lease, paragraph 1.04, Termination Rights. No rental shall accrue after the effective date of termination.

INITIALS: BT & [Signature]
 LESSOR & GOVT

