

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 9
	TO LEASE NO. GS-07P-LTX17083
LEASE AMENDMENT	
ADDRESS OF PREMISES	PDN Number: PS0032741
600 Gulf Freeway Texas City, TX 77591	

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 supplement the above Lease to 1) provide for a Notice to Proceed for Change Orders (C/O) #19 and #20 and provide for an anticipated date of completion; and 2) change the total cost of the Tenant Improvements and/or Building Specific Amortized Security; and 3) provide for the method of payment of the total Tenant Improvements and Building Specific Amortized Security costs.

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

- 1) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the alterations required for change order C/O #19 as it relates to demolition of existing carpet and install new carpet in the phone room in the amount [REDACTED]; and C/O #20 as it relates to paint eight (8) aluminum columns in the amount of [REDACTED] both of which are depicted in Exhibit "LA#9-A". The total cost to the Government is \$2,895.13. The anticipated date of completion of all the Tenant Improvements (TI) and Building Specific Amortized Security (BSAC) is December 23, 2015.
- 2) The Government and the Lessor have agreed that the total cost of the TIs and BSAC shall change from \$390,496.47 to \$393,391.60 (\$390,496.47 + \$2,895.13). 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 #19 and #20 by the anticipated date of completion.

This Lease Amendment contains 2 pages plus Exhibit "LA#9-A" (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:

[REDACTED SIGNATURE]

12-23-2015

FOR THE GOVERNMENT:

Signature
Name:
Title: Lease Contracting Officer
GSA, Public Buildings Service, Leasing Division
Date: 1-20-2016

WITNESSED FOR THE LESSOR BY:

Signature
Name:
Title:
Date:

[REDACTED SIGNATURE]

Admin Asst
December 23, 2015

- 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 \$348,183.45 and the BSAC Allowance is \$35,000.00.

Furthermore, the Government and the Lessor have agreed that the total cost of the TIs (including Change Orders #19 and #20 as noted above in paragraph 1 above) is \$357,291.60 (\$354,396.47 + \$2,895.13) and the total BSAC cost as noted above in paragraph 1 above is \$36,100.00 for a combined total of \$393,391.60. 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 1.

A portion of total TI costs, in the amount of \$348,183.45, shall be amortized over the first ten (10) year firm term of the lease agreement at an interest rate of ten percent (10.0%) 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 \$35,000.00, shall be amortized over the first ten (10) year firm term of the lease agreement at an interest rate of ten percent (10.0%) 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 TI and BSAC is \$10,208.15 (TI and BSAC total cost of \$393,391.60 – TI and BSAC allowance of \$383,183.45) 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 1.

Upon completion of the TIs and BSAC and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized TI and BSAC Cost) shall be established by a subsequent LA.

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 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 817-978-2408.

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

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

INITIALS:


LESSOR

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GOV'T