

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-07P-LTX17283
ADDRESS OF PREMISES Camino Center II 17625 El Camino Real, Suite 400 Houston, TX 77058-3052	PDN Numbers: PS033371

THIS AGREEMENT, made and entered into this date by and between **Cole Camino, LTD**

whose address is:

18333 Egret Bay Boulevard, Suite 540
Houston, TX 77058

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 Tenant Improvements as substantially complete; and
- 2.) Establish the Commencement Date of the lease rental payments; and
- 3.) State the expiration of the firm term of the lease; and
- 4.) Re-establish the square footages of the leased space; and
- 5.) Re-establish the parking spaces provided
- 6.) Adjust and Provide the annual rental schedules and amounts; and
- 7.) To restate the base operating costs
- 8.) To provide for the payment of the Tenant Improvements; and
- 9.) To adjust and state the Broker Commission and the Commission Credit; and
- 10.) All other terms and conditions are in full force and effect.

This Lease Amendment contains 3 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: COLE CAMINO LTD
 Date: MAY 11, 2016

FOR THE 

Signature: 
 Name: _____
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 5-18-2016

WITNE 

Signature: 
 Name: _____
 Title: _____
 Date: 5-16-16

1.) The tenant improvements have been substantially completed and the Government accepts the leased premise on January 27, 2016. The Lessor and the Government agree that the requirements specifically identified in Attachment "A", GSA Form 1204 - Condition Survey Report of this lease amendment have not been met and these items are deficiencies. Within 16 calendar days of the completion date for the Lessor to cure the deficiencies in Attachment "A" of this lease amendment, 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 deficiencies 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 rental on the demised premise shall be January 27, 2016 and shall expire on January 26, 2026, subject to the termination rights set forth in the lease.

3.) The firm term of the lease expires on January 26, 2021.

4.) The total leased premise square footage shall be 7,201 Rentable Square Feet (RSF) yielding 6,262 ANSI/BOMA Office Area (ABOA).

5.) The lease provides for six (6) parking spaces, reserved for the exclusive use of the Government, of which zero (0) shall be structured/inside parking spaces, and six (6) 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. Parking shall be provided at a rate of \$13.75 per parking space per month (surface/outside).

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

From January 27, 2016 through January 26, 2021, the total annual rental shall change from \$163,983.00 to \$155,262.68 at the rate of \$12,912.52 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$108,026.92, annual Operating Costs of \$35,886.00 plus annual Operating Cost adjustments, and annual Tenant Improvement Amortization cost of \$10,359.76 and annual parking rates of \$990.00. Building Specific Amortized Capital (BSAC) amortization of \$0.00 as it was not utilized.

From January 27, 2021 through January 26, 2026, the total annual rent shall be \$173,706.91 at the rate of \$14,475.58 per month in arrears. The total annual rent consists of Shell Rent of \$136,830.91, Operating Costs of \$35,886.00 plus annual Operating Cost adjustments and annual parking rate of \$990.00. There are no annual Tenant Improvement or BSAC amortization costs.

7.) 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 \$35,886.00/annum.

8.) The Lessor and the Government agree that the total cost of all improvements paid for by the Government is \$235,972.58. The Tenant Improvement Allowance was \$50,407.00, which was not fully utilized, and the Tenant Specific Security Allowance will not be utilized for this project.


The Government shall pay for the TI by paying the majority of the work via a RWA and then amortizing the amount of \$46,307.61 [\$46,307.61 TI Allowance Actually Used] in the rent monthly for the first five (5) years in arrears at (4.5%) percent interest rate. The remaining balance of \$189,664.97 [\$235,972.58 (total cost of TI) - \$46,307.61 (TI amortized allowances) = \$189,664.97] shall be paid by a lump-sum payment.

After acceptance of the leased premise by the Government, the Lessor may submit for the lump-sum-payment. 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 PS033371 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)

INITIALS:


LESSOR

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GOVT

P.O. Box 17181
Fort Worth, TX 76102-0181

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

Michael Sianan
U.S. General Services Administration
Leasing Division
819 Taylor Street 7PRA; Room 11B-216
Fort Worth, Texas 76102-0181

9.) CBRE 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 CBRE, 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 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 \$12,938.56 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$12,938.56 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

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

INITIALS:


LESSOR

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GOVT