



Transmittal Letter

To Stephen F. Austin State University
PO Box 13065, SFA Station
Nacogdoches, TX 75962

Date: 12/5/2016

Attention: Dr. Steve Bullard
Interim Provost/VPAA

If enclosures are not as noted, please
notify our office.

Project: First Amendment to Real Estate Lease Agreement

Project No:

☐ Acknowledge receipt of enclosures
☐ Return enclosures to us.

For Your ☐ approval ☐ distribution to parties ☐ information ☐ review & comment ☐ record ☒ use

originals	date	no.	description					
1	11/15/2016		First Amendment to Real Estate Lease Agreement					

Remarks:

Copies to: Damon Derrick
General Counsel/SFA

By: *Marsha Edwards*
Marsha Edwards, Administrative Assistant
On behalf of Greg Nelson

iContract #397496

**FIRST AMENDMENT TO REAL ESTATE LEASE AGREEMENT
BETWEEN
LONE STAR COLLEGE SYSTEM
AND
STEPHEN F. AUSTIN STATE UNIVERSITY**

This FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") is made and entered into between Lone Star College System ("LSCS") and the STEPHEN F. AUSTIN STATE UNIVERSITY ("Lessee"). This First Amendment shall become effective upon the date this Agreement has been signed by both parties ("Effective Date"). LSCS and Lessee may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, LSCS and Lessee entered into that certain Real Estate Lease Agreement dated on or about March 8, 2016 (the "Lease"), wherein, pursuant to the terms and conditions of the Lease, LSCS leased to Lessee certain space in a certain building located at Lone Star College-University Center at Montgomery now known as Lone Star College-University Center at The Woodlands ("Building"), as more particularly described in the Lease; and

WHEREAS, the Term of the Lease is current scheduled to expire at 11:59 p.m. on February 28, 2017; and

WHEREAS, LSCS and Lessee desire to amend the Lease as set forth below to lease to Lessee certain additional space in the Building.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the following sections of the Lease, effective as of the date hereof:

1. The recitals set forth above are herein incorporated by reference and agreed to by LSCS and Lessee. Terms used herein, which are not otherwise defined herein but which are defined in the Lease, shall have the meanings therein ascribed to them.
2. Section 1 of the Lease, entitled "Lease Premises", is hereby amended in the following respects:
 - i. The first sentence shall be deleted in its entirety and replaced with the following:
 1. LSCS hereby leases to Lessee and Lessee hereby accepts from LSCS space at LSC-University Center at The Woodlands (the "Building") as described by Exhibit A (the "Premises" or "Leased Premises"), attached hereto and included herein.

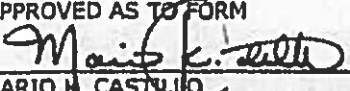
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- ii. Exhibit "A" of the Lease, entitled "Description of Leased Premises", shall be deleted in its entirety and replaced with Exhibit "A", attached hereto and included herein.
- 3. Section 3 of the Lease, entitled "Rent", is hereby amended in the following respects:
 - i. Commencing on September 1, 2016, Lessee shall pay LSCS an annual rent of Forty Five Thousand Five Hundred Ninety Dollars (\$45,590.00), consisting of Thirty Two Thousand One Hundred Fifty Dollars (\$32,150.00) for use of the classroom space (the "Classroom Rent"), and Thirteen Thousand Four Hundred Forty Dollars (\$13,440.00) for use of the office space (the "Office Rent"), payable in three (3) equal payments of Fifteen Thousand One Hundred Ninety Six Dollars and Sixty Seven Cents (\$15,196.67). Rent for any partial year shall be prorated over three hundred sixty five (365) calendar days.
- 4. If any provision of the Lease conflicts with the provisions hereof, the provisions of this Amendment shall control. Except as herein expressly modified, all terms and provisions of the Lease are and shall remain in full force and effect and are binding on LSCS and Lessee.
- 5. This First Amendment supersedes and cancels any and all previous statements, negotiations, arrangements, brochures, agreements and understandings, if any, between LSCS and Lessee with respect to the subject matter of this Amendment. The Lease and the Amendment constitute the entire agreement of the parties with respect to the subject matter of the Lease and this Amendment. There are no representations, understandings, stipulations, agreements, warranties or promises (express or implied, oral or written) between LSCS and Lessee with respect to the subject matter of this Amendment or the Lease. It is likewise agreed that the Lease and this Amendment may not be altered, amended, modified or extended except by an instrument in writing signed by both LSCS and Lessee.

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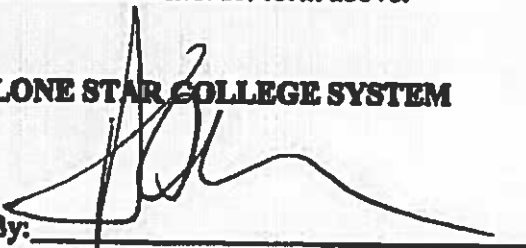
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed by their authorized representative effective as of the date first set forth above.

APPROVED AS TO FORM


MARIO H. CASTILLO
GENERAL COUNSEL
LONE STAR COLLEGE SYSTEM

11.15.2016

LONE STAR COLLEGE SYSTEM

By: 
Name: Stephen C. Head, Ph.D.
Title: Chancellor

STEPHEN F. AUSTIN STATE
UNIVERSITY

By: 
Name: Baker Pattillo, Ph.D.
Title: President

Exhibit A

Description of Leased Premises

Classroom Space

1. Classroom space refers to space within LSC-University Center at The Woodlands (the "Building") as identified in Exhibit A-1.
2. During the Initial Term, Lessee will have exclusive use of the following classrooms:
 - a. One (1) standard classroom from 4:00 to 7:50 p.m. on Wednesdays
 - b. One (1) standard classroom from 4:00 to 9:15 p.m. on Thursdays
 - c. Two (2) standard classrooms from 4:00 to 9:15 p.m. on Fridays
 - d. Two (2) standard classrooms, one (1) from 9:00 a.m. to 12:45 p.m. and one (1) from 9:00 a.m. to 5:45 p.m. on Saturdays.
3. During the Initial Term, Lessee will have the right to reserve and use classroom or lecture hall space to conduct educational or orientation sessions or similar use on a non-exclusive hourly use basis subject to availability and at current published rental rates.
4. All classrooms are equipped with a personal computer, overhead digital projector, digital document projector, telephone, VCR/DVD, and appropriate control panels.

Office Space

1. Office space refers to space within LSC-University Center at The Woodlands (the "Building") located on Levels 1 and 3 (the "Premises") as identified in Exhibits A-2 and A-3.
2. During the Initial and Extended Terms, Lessee will have exclusive use of one (1) desk area in room 102 of approximately 192 net rentable square feet.
3. During the Initial and Extended Terms, Lessee will have exclusive use of one (1) private office described as room 303B.

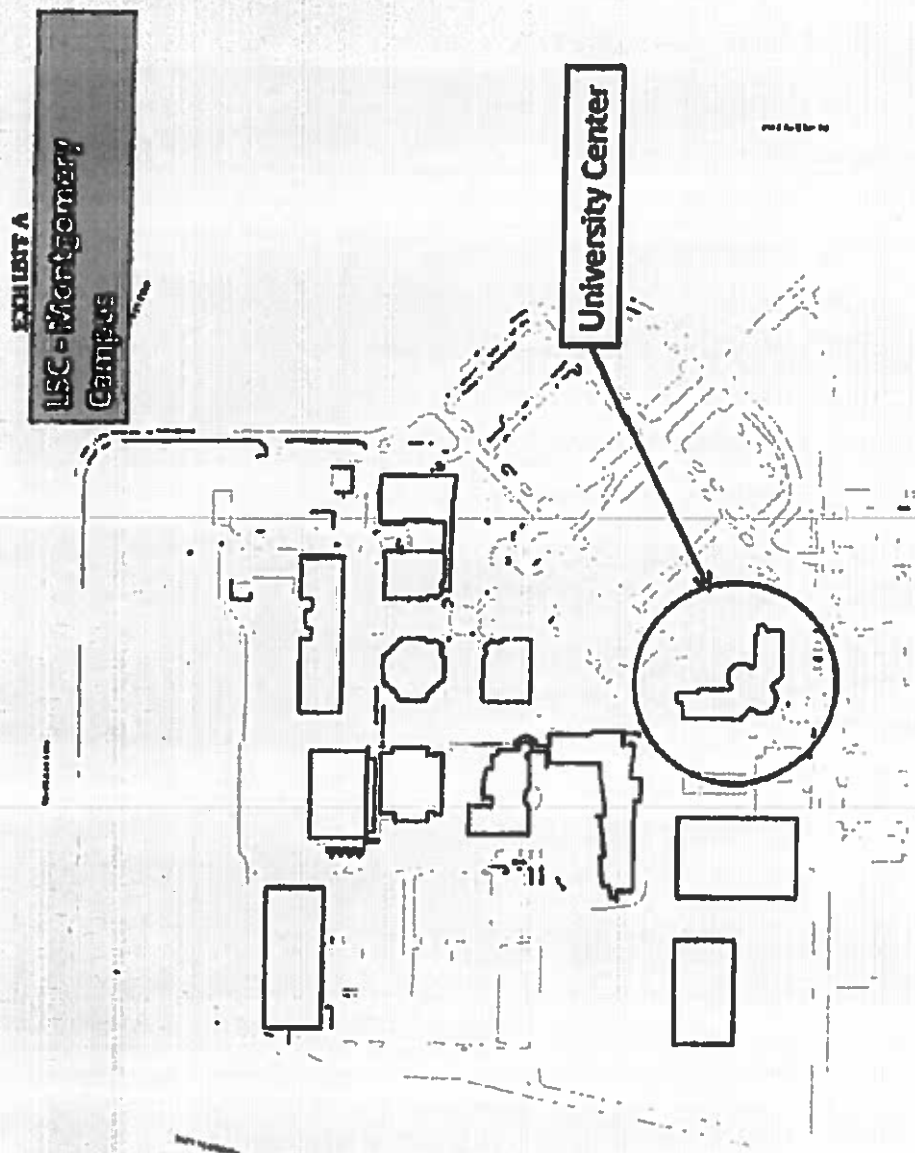
Common Areas

1. Lessee will have access to common areas and unreserved large spaces in the Building for promotions, advising, registration, and other permitted uses as necessary. These rooms or spaces will be scheduled in advance with LSC-University Center staff. LSCS will: allow Lessee to post items on plasma screens; allow Lessee to post non-permanent or portable exterior and interior signs in conformance with building standards; provide exterior and interior keys as needed; and, allow students use of space for study on non-class days.

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Exhibit A-1

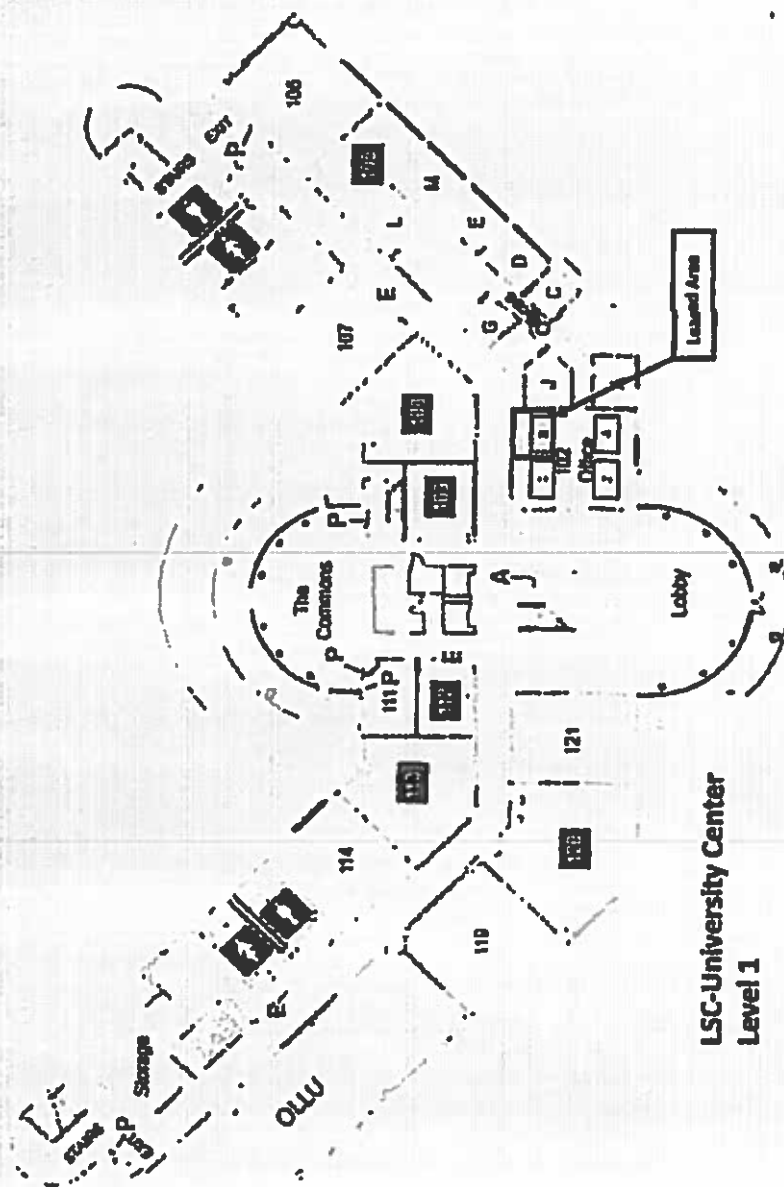
**LSC-University Center at The Woodlands
(the "Building")**



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Exhibit A-2

**Level One Floor Plan
(the "Premises")**



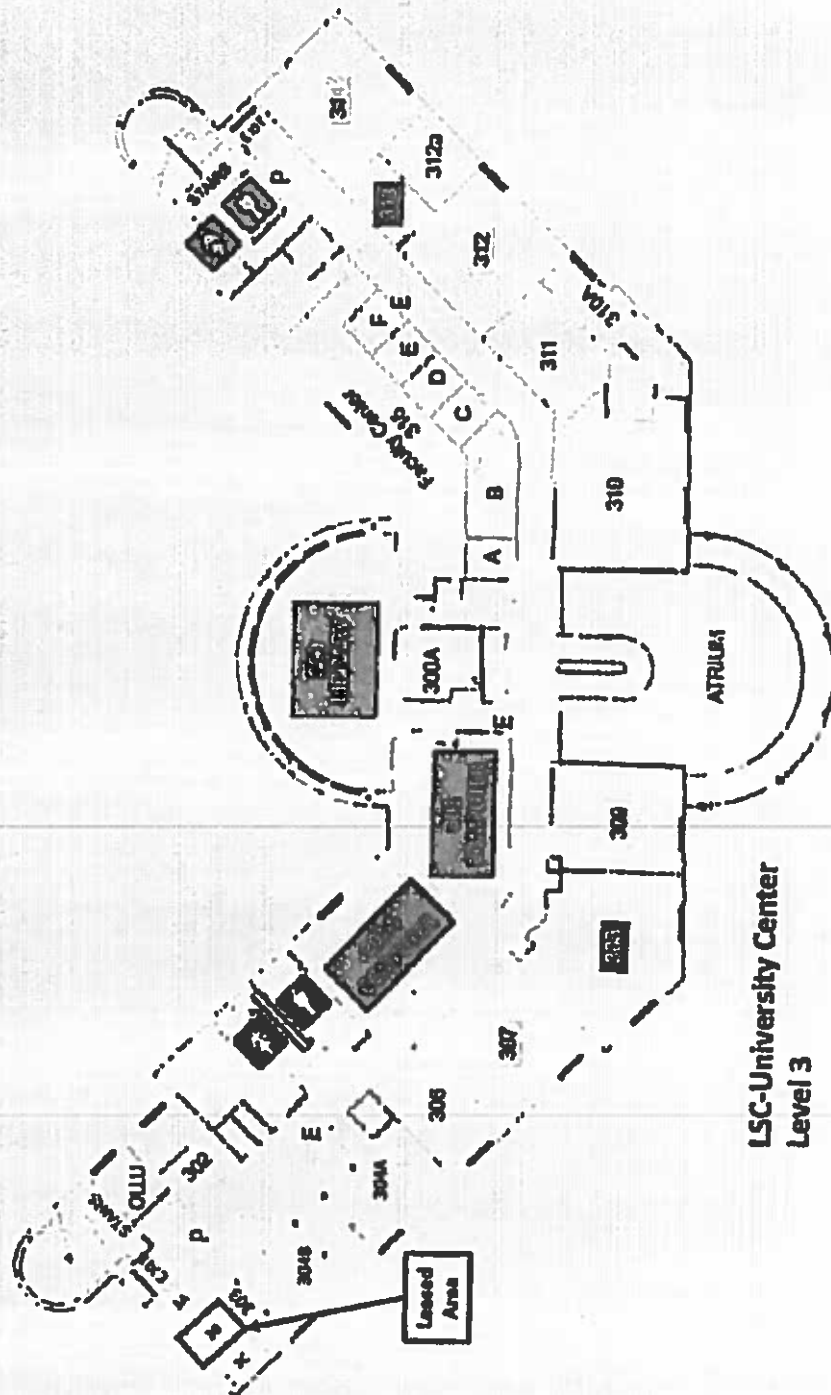
**LSC-University Center
Level 1**

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Exhibit A-3

**Level Three Floor Plan
(the "Premises")**

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LSC-University Center
Level 3



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