## \_[\*\*FIRST\*\*] AMENDMENT AND EXTENSION OF SPACE LEASE AGREEMENT

THIS [\*\*FIRST\*\*] AMENDMENT AND EXTENSION OF SPACE LEASE AGREEMENT (“**Amendment**") is entered into effective as of \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“**Landlord**”) and the Board of Regents of The University of Texas System, for the use and benefit of The University of Texas **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_ ("**Tenant**”).

### RECITALS

A. Effective \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, Landlord and Tenant entered into that Space Lease Agreement (the “**Lease**”) having a term commencing effective on \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, and ending on \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, wherein Landlord leased to Tenant and Tenant leased from Landlord approximately \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ rentable square feet of space in the building commonly known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_ County, Texas, as more specifically described in the Lease.

***[Optional clause; for use only if lease has been renewed or amended previously:]*** [Landlord and Tenant previously amended the original lease by an amendment dated effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, which [describe purpose of prior amendment(s); e.g., extended the term of the Lease to provide for expiration date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.] As used herein, the term, “**Lease**” means the initial lease agreement, as amended by the previous amendment(s).]

B. Landlord and Tenant wish to modify the Lease to extend the term of the Lease and to enter into this Amendment to evidence the extension of the Lease and to confirm the Rent for the extension period as provided herein.

**AGREEMENT**

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, Landlord and Tenant hereby agree to amend the Lease as follows:

1. Extension of Lease Term. The term of the Lease is extended for an additional period commencing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ (“**Extension Period**”), unless sooner terminated as provided in the Lease. Landlord and Tenant agree that execution of this Amendment by both parties is effective to extend the term, and any other conditions for extension contained in the Lease are hereby waived for the purposes of this renewal term. Following the extension of the term pursuant to this Amendment, any additional extensions of the term shall be governed by the provisions of the Lease.
2. Rent for Extension Period. Rent for the Leased Premises during the Extension Period shall be as follows:

Rent Period Annual Rent Monthly Rent

(Months)

\_\_\_\_\_ – \_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_ – \_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_ – \_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_ – \_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Ratification and Defined Terms. Except as amended or modified by this Amendment, the Lease shall continue in full force and effect. Landlord and Tenant each hereby ratify, affirm, and agree that the Lease, as herein modified, represents the valid, binding and enforceable obligations of Landlord and Tenant respectively. In the event of any conflict or inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall control and govern. Except as otherwise defined in this Amendment, each of the terms used herein shall have the same meaning assigned to such terms in the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed by their authorized representatives, to be effective as of the year and date first above written

**LANDLORD**

By:

Name:

Title:

**TENANT**

Board of Regents of The University of Texas System, for the use and benefit of The University of Texas **\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_

By:

Name:

Title: