

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	<b>LEASE AMENDMENT No. #2</b>
<b>LEASE AMENDMENT</b>	<b>TO LEASE NO. GS-07P-LTX00045</b>
<b>ADDRESS OF PREMISES</b> 4500 Fuller Drive Irving, Texas 75038-6529	<b>PDN Number: None</b>

**THIS AMENDMENT** is made and entered into between TR Atrium, L.P.  
whose address is: 1600 N. COLLINS BLVD.  
RICHARDSON, TEXAS 75080-3692

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon the full execution of this amendment as follows:

- 1) To provide for a Notice to Proceed for Change Order (C/O) #2 and provide for an anticipated date of completion; and
- 2) To change the total cost of the Tenant Improvements and/or Tenant Specific Security; and
- 3) To restate the Tenant Improvement Allowance and Tenant Specific Security Allowance; and
- 4) To provide for the method of payment of the total Tenant Improvement and Tenant Specific Security costs; and
- 5) All other terms and conditions of this lease shall remain in full force and effect.

See Attached

This Lease Amendment contains 2 pages plus Exhibit A.

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

**FOR THE LESSOR:**

Signature: [Redacted]  
Name: W. T. FLEISCH  
Title: Authorized Agent  
Entity Name: TR ATRIUM LP  
Date: NOV 28, 2017

**FOR THE GOVERNMENT:**

Signature: [Redacted]  
Name: Pearl Summers-Garza  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, Region 7, Leasing Division  
Date: 11-29-17

**WITNESSED FOR THE LESSOR BY:**

Signature: [Redacted]  
Name: ARTHUR F. KLINE, JR  
Title: Broker  
Date: NOV 28, 2017

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the alterations required in change order # 2 as it relates to the construction and installations depicted in the scope of work provided in the attached Exhibit "A." The total cost of C/O # 2 is [REDACTED]. The anticipated date of completion of all the Tenant Improvements (TI) Building Specific Amortized Capital (BSAC) is no later than December 16, 2017.

2.) The Government and the Lessor have agreed that the total cost of the TIs and BSAC shall change from \$705,530.47 (LA#1, paragraph 5) to **\$706,814.62** [ $\$705,530.47 + \$1,284.15$  for C/O #2 = [REDACTED]]. The total TI cost of \$680,004.62 and the total BSAC cost of \$26,810.00 includes all fees including by not limited to general and administrative costs, project management fees, profit, overhead, and any and all other fees associated with the completion of the TI and BSAC on or before the anticipated date of completion.

Any changes to the Construction Drawings which result in a financial, conditional, or term change to the lease agreement, of any type, must be approved, in writing, and in advance of any resulting work performed, by the GSA Contracting Officer.

3.) The Tenant Improvement Allowance per the Lease is \$1,306,407.30 (LA#1) and the Tenant Specific Security Allowance is \$26,373.00. The Allowances shall be amortized over the first forty-three (43) months of the term at an interest rate of 6.00%. The total amount of the TI and BSAC Allowance to be amortized is \$1,332,780.30. The Government retains the right to buy-down all or a portion of the BSAC Allowance.

4.) The Government shall pay for the total TI and BSAC cost by amortizing in the rent a total cost of [REDACTED]. Upon the completion of the construction and the acceptance of the space by the Government, the subsequent space Acceptance Lease Amendment, with the exact amount of the lump-sum payment, will be determined by the Government. The Lessor shall be paid for the total amount of the TIs and BSAC totaling [REDACTED] using a combination of amortized allowance amounts and a lump-sum-payment. The subsequent space Acceptance Lease Amendment shall include the terms and amounts of the scheduled total rent, including the breakdown of the annual Shell Rent amount, the annual Operating Cost amount (plus CPI adjustments), and the annual amortized TI costs, BSAC cost, and the amount of the total lump-sum payment to the Lessor. Lessor may then submit for the lump-sum-payment.

5.) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:

  
LESSOR

&amp;

  
GOV'T