GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2	
	TO LEASE NO. GS-07P-LTX17093	
ADDRESS OF PREMISES Overton Centre	PDN Number: N/A	All I
4100 International Plaza (Tower II) Fort Worth. Texas 76109		

THIS AMENDMENT is made and entered into between Overton Green Property Owner, L.P.

whose physical address is:

4150 International Plaza, Suite 104

Fort Worth, Texas 76109

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to establish Beneficial Occupancy, adjust the full service rent, and establish a termination date, and reflect that the Tenant Improvements are not completed or accepted.

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, upon execution by the Government, as follows:

- 1) To provide a Notice to Proceed; and
- To provide for the payment of the TI costs and removal of BSAC costs; and
 To amend the Tenant Improvement Allowance amount; and
- 4) To amend the Security Level.

This Lease Amendment contains 2 pages plus Exhibit A.

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 LES	FOR THE GOVERNMENT:
Signature: Name: Title: Entity Name: Overton Green Property Owner, L.P. Date: 2/11/15	Signature: Name: Title: Lease Contracting Officer GSA, Public Buildings Service Date: Date:
WITNESSED	
Signature: Name: Title: Parlow - Htt Date:	

- Upon this Lease Amendment being fully executed and delivered by the Government, the Lessor shall consider this a Notice to Proceed on the Tenant Improvements for the above referenced lease. The anticipated date of completion of all the tenant improvements is November 5, 2015.
- 2) The Government shall pay the Lessor for the total cost of the Tis as follows:

The Government and the Lessor have agreed that the total cost of the TIs has changed from \$70,020.00 to \$115,755.48. The total TI cost includes 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 by the anticipated date of completion noted above in paragraph 1.

The total TI costs, in the amount of \$115,755.48 shall be amortized over the remaining firm term of the lease agreement at an interest rate of six percent (6.0%) paid monthly in arrears as part of the rental payment upon the substantial completion and acceptance of the space by the Government.

Upon completion of the TIs 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) shall be established by a subsequent LA.

The Government and the Lessor have agreed that the total cost of the BSAC has changed from \$19,036.76 to \$0.00.

Any changes which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

3) Section 1.08, TENANT IMPROVEMENTS AND PRICING, of the lease is hereby deleted and replaced with the following:

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$22.84 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the Firm Term of the Lease at an annual interest rate of 6.0 percent. The Government shall have the right to make lump sum payments for any or all TI work.

4) Section 7.01, SECURITY STANDARDS, of the lease is hereby deleted and replaced with the following:

The Lessor agrees to the requirements of Security Level 1 attached to this Lease. Attached Exhibit A "Security Requirements – Facility Security Level II" in the Lease.

INITIALS:

LESSOR

&

MIL