

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2  TO LEASE NO. GS-07P-LTX00002
ADDRESS OF PREMISES The Offices at Pin Oak 4747 Bellaire Bellaire, TX 77401	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between **Norvin Pin Oak South LLC**

whose address is: 805 Third Ave, 18<sup>th</sup> Flr  
New York, NY 10022

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) #3 and provide for an anticipated date of completion; and
- 2) To change the total cost of the Tenant Improvements; and
- 3) To restate the Tenant Improvement Allowance; and
- 4) To provide for the method of payment of the total Tenant Improvement; and
- 5) All other terms and conditions

See Attached

This Lease Amendment contains 2 pages, plus Exhibit A (7 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**

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
 Name: NORMAN LIVINGSTON  
 Title: MANAGER  
 Entity Name: NORVIN PIN OAK MANAGER LLC  
 Date: 9/26/18

Signature: \_\_\_\_\_  
 Name: Me'Chaela Buford  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
 Date: 9/27/2018

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: VANESSA CALIX  
 Title: ASSISTANT CONTROLLER  
 Date: 9/26/18

**VANESSA CALIX**  
**Notary Public-State of New York**  
**No. 01CA6365833**  
**Qualified in New York County**  
**Commission Expires October 16, 2021**

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 orders # 3 as it relates to the construction and installations depicted in the scope of works provided in the attached Exhibit "A." The total cost of C/O # 3 is [REDACTED] The anticipated date of completion of all the Tenant Improvements (TI) is on or before October 18, 2018.

2.) The Government and the Lessor have agreed that the total cost of the TIs shall change from \$604,498.39 to **\$618,120.84**. The total TI cost of \$618,120.84 includes all fees including but 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 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 Agreement is \$659,104.11. The Allowance shall be amortized over the first ten (10) years of the term at an interest rate of 0.00%. The total amount of the TI allowance to be amortized is **\$618,120.84**. The Government retains the right to buy-down all or a portion of the TI Allowance.

4.) The Government shall pay for the total TI cost by amortizing in the rent a total cost of **\$618,120.84**.

Upon the completion of the construction and the acceptance of the space by the Government, the Lessor shall be paid for the total amount of the TIs totaling **\$618,120.84** using a amortized allowance amount. 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, and BSAC cost.

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

INITIALS:

  
LESSOR

&amp;

  
GOV'T