

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
LEASE AMENDMENT	TO LEASE NO. GS-07P-LTX00045
ADDRESS OF PREMISES 4500 Fuller Drive Irving, Texas 75038-6529	PDN Number: None

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 execution by the Government as follows:

1. To provide for a Notice to Proceed for Change Order #3 and accept the Tenant Improvements as complete; and
2. To establish the Commencement Date of the lease rental payments; and
3. To restate the square footages of the leased space; and
4. To restate the parking; and
5. To provide the annual rental schedules and amounts; and
6. To restate the Government's Percentage of Occupancy; and
7. To restate the reduction amount for vacant space; and
8. To restate the Base for the Operating Cost adjustment; and
9. To restate the Common Area Factor; and
10. To establish the total cost of the Tenant Improvements (TIs) and/or Building Specific amortized Capital (BSAC); and
11. To state the Tenant Improvement Allowance and BSAC Allowance; and
12. To provide for the method of payment of the total TIs and BSAC costs; and
13. All other terms and conditions remain in full force and effect.

See Attached

This Lease Amendment contains 3 pages not including 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 LESSOR:

Signature: [Redacted]  
Name: [Redacted]  
Title: Authorized Agent  
Entity Name: TR ATRIUM, LP  
Date: Jan 16, 2018

FOR THE GOVERNMENT:

Signature: [Redacted]  
Name: [Redacted]  
Title: Pearl Summers-Garza  
Lease Contracting Officer  
GSA, Public Buildings Service, Region 7, Leasing  
Division  
Date: 1-18-18

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]  
Name: ARTHUR F. KLINE JR  
Title: BROKER  
Date: JAN 16, 2018

- 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 # 3 as it relates to the construction and installations of the glass in the entry door windows depicted in the scope of work 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) Building Specific Amortized Capital (BSAC) is no later than January 5, 2018.

The tenant improvements have been completed and the Government accepts the leased space on January 5, 2018.

- 2) The Commencement Date of the rental shall be January 5, 2018, and shall expire on February 4, 2022 (Total of 49 months), subject to the termination rights set forth in the lease. The firm term of this Lease is forty three (43) months.
- 3) The leased premises square footage shall be 35,164 rentable square feet (RSF) yielding 34,086 ANSI/BOMA Office Area (ABOA).
- 4) The Government shall have 4 parking spaces which are surface/outside parking spaces reserved for the exclusive use of the Government.
- 5) The Government shall pay the Lessor annual rent as follows:
- From January 5, 2018, through August 4, 2021, the total annual rent shall be \$984,048.59 at the rate of \$82,004.05 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$620,996.24, annual Operating Costs of \$143,117.48 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$211,737.13, and annual Building Specific Amortized Capital (BSAC) amortization of \$8,197.74.
- From August 5, 2021, through February 4, 2022, the total annual rent shall be \$764,113.72 at the rate \$63,676.14 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$620,996.24 and annual Operating Costs of \$143,117.48 plus annual Operating Cost adjustments. There are no annual Tenant Improvement or BSAC costs.
- 6) In accordance with the Lease paragraph 1.12 entitled "Percentage of Occupancy for Tax Adjustment" the Percentage of Occupancy for Tax Reimbursement purposes shall be: 19.47% (35,164 RSF/180,584 RSF).
- 7) In accordance with the Lease paragraph 1.15 entitled "Rate for Adjustment for Vacant Leased Premises" the Government's Adjustment for Vacant Space shall be a reduction of \$0.60/ABOA.
- 8) In accordance with the Lease paragraph 1.14 entitled "Operating Cost Base", the escalation base shall be \$4.07 per RSF (\$143,117.48/annum).
- 9) In accordance with the Lease paragraph 1.01 entitled "The Premises", the Common Area Factor shall be 3.16% (35,164 RSF/- 34,086 ABOA) / 34,086 ABOA.
- 10) The Government and the Lessor have agreed that the total cost of the Tenant Improvements (TIs) and BSAC is \$707,553.82 [\$680,004.62 + [REDACTED] (Change Order #3) = \$680,743.82 (TIs) + \$26,810.00 (BSAC) = \$707,553.82]. The total TI cost of \$680,743.82 and the total TSS cost of \$26,810.00 includes all the Lessor's fees for general and administrative costs, profit, management fees, architectural fees, and any and all other fees associated with the completion of the TIs and BSAC.
- 11) The Tenant Improvement Allowance (TIA) per the Lease Agreement is \$1,306,407.30 and the BSAC Allowance is \$26,373.00. The Allowances shall be amortized over the 43 months of the firm term of the Lease at an interest rate of 6.00% for TI and BSAC. The total amount of the TI and BSAC Allowance to be amortized is \$707,553.82 since the TI and BSAC costs is lower than the combined total allowances.
- 12) The Government shall pay for the total TI and BSAC cost by amortizing in the rent a total cost of \$707,553.82 which is reflected in paragraph 5 above.

INITIALS:

LESSOR

&amp;

GOVT