

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. #1
	TO LEASE NO. GS-07P-LTX00045
ADDRESS OF PREMISES 4500 Fuller Drive Irving, TX 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 the full execution of this amendment as follows:

- 1) To increase the annual rent due to increase in Tenant Improvement allowance; and
- 2) To provide for a Notice to Proceed for Construction of the Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC); and
- 3) To establish the total cost of the TIs and BSAC; and
- 4) To state the TI and BSAC Allowances; and
- 5) To provide for the method of payment of the total TIs and BSAC costs; and
- 6) All other terms and conditions remain in full force and effect.

This Lease Amendment contains ³~~2~~ pages including Exhibit A.
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IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: [Redacted]
Name: W. T. Field
Title: Authorized Agent
Entity Name: TR Atrium, L.P.
Date: 9/6/17

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: Pearl Summers-Garra
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 9/11/17

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Name: R. Pappesen
Title: Assistant
Date: 9/6/17

1.) In the lease document, in reference to paragraph 1.03, the Tenant Allowance should have been \$1,306,407.30. We will incorporate this increase from \$539,064.00 to \$1,306,407.30 and this amount will be amortized at a rate of 6 percent per annum over 43 months. This will now change the annual rent to the following:

1.03 RENT AND OTHER CONSIDERATION (SEP 2015)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$620,996.24	\$620,996.24
TENANT IMPROVEMENTS RENT ²	\$406,081.50	\$0
OPERATING COSTS ³	\$143,117.48	\$143,117.48
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$8,197.74	\$0
TOTAL ANNUAL RENT	\$1,178,392.96	\$764,113.72

¹Shell rent calculation:

(Firm Term) \$17.66 per RSF multiplied by 35,164 RSF

(Non Firm Term) \$17.66 per RSF multiplied by 35,164 RSF

²Tenant Improvements Allowance of \$1,306,407.30 are amortized at a rate of 6 percent per annum over 43 months

³Operating Costs rent calculation: \$4.07 per RSF multiplied by 35,164 RSF

⁴Building Specific Amortized Capital (BSAC) of \$16,373.00 are amortized at a rate of 6 percent per annum over 43 months.

2.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction and installation of the TIs and BSAC required in the leased premise as per the Construction Drawings (CDs) referenced as from the company Schwabauer Design, 1600 North Collins, Suite 1900, Richardson, Texas 75080, containing a total of 34 pages. Additionally, the cost associated with the CDs is depicted in Exhibit "A" titled the "Tenant Improvement Cost Summary" (TICS). The total cost of the TIs is \$678,720.47 and the total cost of the BSAC is \$26,810.00. The anticipated date of completion of all the TIs and BSAC is not later than December 16, 2017.

3.) The Government and the Lessor have agreed that the total cost of the TIs and BSAC shall be \$705,530.47 (\$678,720.47 (TIs) + \$26,810.00 (BSAC)). The total TI cost of \$678,720.47 and the total BSAC cost of \$26,810.00 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 and BSAC on or before the anticipated date of completion.

Any changes to the Construction Drawings which will 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 Lessor, by the GSA Contracting Officer.

4.) The Tenant Improvement Allowance (TIA) per this Lease Amendment paragraph one above increases from \$539,064.00 to \$1,306,407.30. The BSAC Allowance is \$26,373.00 per the Lease Agreement. The Allowances shall be amortized over the firm term of the lease and more specifically the first forty-three (43) months of the term at an interest rate of 6.00% for TI and 6.00% for BSAC. 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 TI and BSAC Allowance.

5.) The Government shall pay for the total TI and BSAC cost by amortizing in the rent a total cost of \$705,530.47. Upon the completion of the TI and BSAC construction and the acceptance of the space by the Government, the subsequent space Acceptance Lease Amendment will be sent by the Government. The Lessor shall be paid for the total amount of the TIs and BSAC totaling \$705,530.47 by the annual rent. 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 actual cost, and BSAC actual cost.

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

INITIALS:

LESSOR

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GOV'T