

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
LEASE AMENDMENT	TO LEASE NO. GS-07P-LTX17103
ADDRESS OF PREMISES 7250 and 7245 Wynnwood Houston, TX 77040-6031	PDN Number - PS0033274

THIS AMENDMENT is made and entered into between FIRST INDUSTRIAL, L.P.

whose address is: 311 S. Wacker Drive
Suite 3900
Chicago, IL 60606-6678

WHEREAS, the parties hereto desire to amend the above Lease. The purpose of this Lease Amendment (LA) is to give a Notice to Proceed for Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC).

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the full execution of this amendment as follows:

- 1) Description of the TIs and BSAC to be constructed; and
- 2) To provide for a Notice to Proceed and provide an anticipated completion date; and
- 3) To establish the total cost of the TIs and BSAC; and
- 4) To provide for the method of payment of the total TIs and BSAC; and
- 5) To revise the rental amounts to include amortized BSAC; and
- 6) To incorporate BSAC into the Lease; and
- 7) To incorporate BSAC Rental Adjustment into the Lease; and
- 8) To restate the Broker Commission and Commission Credit; and
- 9) All other terms and conditions of the lease shall remain in full force and effect.

See Attached

This Lease Amendment contains 4 pages

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

FOR THE LESSOR:

Signature: [Redacted]
Printed Name: David Harker
Title: Executive V.P.
Entity Name: FIRST INDUSTRIAL, L.P.
Date: 12/16/2015

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: Nancy Lopez
Title: Lease Contracting Officer
GSA, Public Buildings Service, Leasing Division
819 Taylor St., Room-11A01, Ft. Worth, Texas 76102-0181
Date: 12-16-2015

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Printed Name: ROYAL PRATT
Title: SR. REGIONAL DIRECTOR
Date: 12/16/15

1) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the TIs and BSAC according to the referenced Construction Drawings consisting of 32 pages created by STM and Associates Architects dated April 28, 2015.

2) Upon this LA being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction of the TIs and BSAC. The anticipated date of substantial completion of all the TIs and BSAC is within 90 working days following issuance of this NTP.

3) The Government and the Lessor have agreed that the total cost of the TIs and BSAC is \$1,068,240.97. The TI and BSAC costs include all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TIs and BSAC by the anticipated date of completion.

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

4) The Government shall pay for a portion of the total TI cost by amortizing \$381,121.11 over the [REDACTED] year firm term, monthly, in arrears, at an interest rate of 8.0%. The Government shall pay for the total BSAC cost by amortizing \$128,781.00 over the [REDACTED] firm term, monthly, in arrears, at an interest rate of 8.0%. The remaining balance of \$558,338.86 [\$1,068,240.97 (Total TI and BSAC costs) – \$381,121.11 (TI amortized) – \$128,781.00 (BSAC amortized) = \$558,338.86] shall be paid by a lump-sum payment.

Upon substantial completion of the TIs and BSAC, and the acceptance thereof by the Government, the rent commencement date and the adjusted rent schedule (if required due to the amount amortized) shall be established by a separate LA. The subsequent LA shall include the term of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, and the annual amortized TI and BSAC costs.

Once the exact amount of the lump-sum payment has been determined by both parties and the LA is fully executed by the Government and the Lessor, then the Lessor may submit for the lump-sum-payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the name on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PS0033274 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

General Services Administration
ATTN: Nancy Lopez
819 Taylor St., Room 11A01, Ft. Worth, Texas 76102-0181
817-978-7018

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5) Section 1.03 of the Lease is deleted and replaced with the following:

"1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

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

	Firm Term	
	Annual Rent	Annual Rent
Shell Rent	\$441,949.99	\$514,567.66
Tenant Improvements rent ¹	\$55,488.61	\$55,488.61
BSAC ²	\$18,749.63	\$18,749.63
Operating Costs	\$117,531.35	\$117,531.35
Total Annual Rent	\$633,719.58	\$706,337.25

¹The Tenant Improvement Allowance of \$381,121.11 is amortized at a rate of 8 percent per annum over 10 years.

²The Building Specific Amortized Capital Cost (BSAC) of \$128,781.00 is amortized at a rate of 8 percent per annum over 10 years.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 30,505 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01, THE PREMISES" created herein;

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. INTENTIONALLY DELETED

6) Section 1.17 is hereby added to the lease:

"1.17 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

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For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is \$128,781.00. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of 8.0 percent."

7) Section 1.18 is hereby added to the lease:

"1.18 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent."

8) Section 1.04 of the Lease is hereby restated:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

A. Savills Studley, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to Savills Studley, Inc. with the remaining [REDACTED] which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$52,809.96 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent."

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

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