

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	<b>LEASE AMENDMENT No. 2</b>
<b>LEASE AMENDMENT</b>  <b>ADDRESS OF PREMISES</b>  810 Gears Road Houston, TX 77087-4416	<b>TO LEASE NO. GS-07P-LTX17084</b>    PDN Number: PS0031572

**THIS AMENDMENT** is made and entered into between Lexington Gears, LP

whose address is: One Penn Plaza, Suite 4015, New York, NY 10119-4015

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

**WHEREAS**, the parties hereto desire to amend the above Lease.


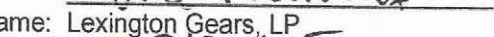
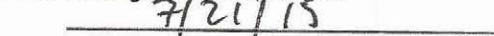
NOW THEREFORE, these parties for consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the full execution of this amendment as follows:

- 1) To provide for a Notice to Proceed for Change Orders (C/O) #1 - #4; and
- 2) To change the total cost of the Tenant Improvements and Tenant Specific Security; and
- 3) To provide payment for the total cost of the Tenant Improvements and Tenant Specific Security; and
- 4) To establish the Base for Operating Cost adjustments; and
- 5) All other terms and conditions of the lease shall remain in full force and effect.

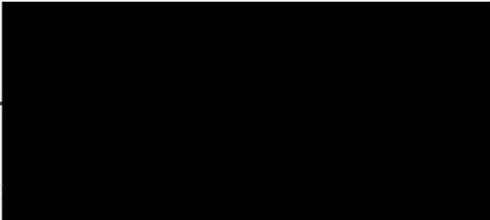
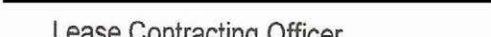
This Lease Amendment contains 3 pages plus Exhibit A (7 pages).

IN WITNESS WHEREOF, the parties subscribe their names as


**FOR THE LESSOR:**

Signature:   
Name:   
Title:   
Entity Name: Lexington Gears, LP  
Date: 7/21/15

**FOR THE**

Signature:   
Name:   
Title: Lease Contracting Officer  
GSA, Public Buildings Service, Leasing Division  
Date: 7-24-15

**WITNESSE**

Signature:   
Name: Chris Bell  
Title: \_\_\_\_\_  
Date: 7/21/15

1) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed with the alterations required in the following change orders (C/O) #1 - #4 described below:

1. C/O #1 as it relates to the change in lighting requirements (██████████);
2. C/O #2 as it relates to a credit due to changes in wall height (credit of ██████████);
3. C/O #3 as it relates to the changes to the data cabling (██████████); and
4. C/O #4 as it relates to the fabric panels (██████████).

The total cost of C/O #1 - #4 is a credit of \$26,346.75 (see Exhibit A). The anticipated date of completion of all the Tenant Improvements (TI) and Tenant Specific Security (TSS) and acceptance by the Government is on or before January 6, 2016.

- 2) The Government and the Lessor have agreed that the total cost of the TIs and TSS shall change from \$5,099,361.85 to \$5,073,015.10. The total TI cost of \$4,857,060.39 and the total TSS cost of \$215,954.71 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 TI and TSS on or before the anticipated date of completion.
- 3) The Tenant Improvement Allowance (TIA) per the Lease Agreement is \$2,513,727.82. The TIA shall be amortized over the first ten (10) years of the term at an interest rate of 6.25%. The TSS Allowance is \$215,954.71. The TSS Allowance shall be amortized over the first ten (10) years of the term at an interest rate of 6.25%. The total amount of the TI and TSS Allowance to be amortized is \$2,729,682.53. The Government retains the right to buy-down all or a portion of the TSS Allowance.

The remaining balance of the total TI cost is \$2,343,332.57 (\$4,857,060.39 Total TI – \$2,513,727.82 (TI amount amortized)) and shall be paid by a lump-sum payment upon completion and acceptance thereof by the Government.

Upon the completion of the TI and TSS 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 Acceptance Lease Amendment. The subsequent Acceptance Lease Amendment shall include the terms and amounts of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, and the annual amortized TI and TSS cost (if any) and the amount of the total lump-sum payment.

Once the exact amount of the lump-sum payment has been determined by both parties and the Acceptance Lease Amendment is fully executed by the Government and the Lessor, the Lessor may then submit for the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the named 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 PS0031572** 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 800-676-3690.

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: Patrick Staley  
819 Taylor Street, Room 11A-133  
Fort Worth, Texas 76102-6124

INITIALS:

PS  
LESSOR

&

[Signature]  
GOVT

- 4) The Government and the Lessor have agreed that due to the change in the lighting (C/O #1) there will be energy and maintenance cost savings resulting in a decrease in the operating cost base of \$8,238.77/annum (\$.12 per RSF rounded). The Base Rate for Operating Cost adjustments shall change from \$435,986.00/annum (\$6.32 per RSF) to \$427,747.23/annum (\$6.20 per RSF rounded).
- 5) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:

JD  
LESSOR

&

[Signature]  
GOV'T