

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07P-LTX17118
ADDRESS OF PREMISES: 5450 Stratum Drive Fort Worth, TX 76137	PDN Number:

THIS AMENDMENT is made and entered into between Kumagai Stratum, LLC

whose address is: 19021 Canyon Drive
Villa Park, CA 92861

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

WHEREAS, the parties hereto desire to supplement 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 Government execution, as follows:

- 1) Establish the Lease Commencement Date;
- 2) Restate the Premises;
- 3) Restate the Annual Rent;
- 4) Restate the Broker Commission and Commission Credit;
- 5) Establish Termination Rights; and
- 6) Establish the Space as being substantially complete and the Punch List Completion Date

1) Page 1 of the Lease is hereby amended with the following:

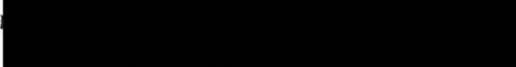
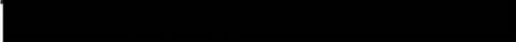
TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 19, 2015 and continuing thru May 18, 2025, 10 years, with a firm term of three (3) years subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

This Lease Amendment contains 4 pages.

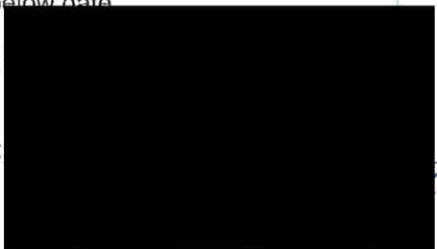
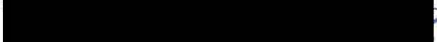

All other terms and conditions of the lease shall remain in force and effect.

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

FOR THE LESSOR:

Signature: 
Name: 
Title: MANAGER
Entity Name: KUMAGAI STRATUM, LLC
Date: 5/28/2015

FOR THE

Signature: 
Name: 
Title: 
Date: 6/25/15

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

2) Section 1.01, THE PREMISES (SUCCEEDING) (SEPT 2011), of the Lease is hereby deleted in its entirety and replaced with the following:

The Premises are described as follows:

Office and Related Space: 26,840 rentable square feet (RSF), yielding 25,980 ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of 3.3%, located on the ground floor, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

3) Section 1.03, RENT AND OTHER CONSIDERATIONS (SEPT 2012), of the Lease is hereby deleted in its entirety and replaced with the following:

1.03 RENT AND OTHER CONSIDERATION

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	\$503,223.53	\$524,185.20
TENANT IMPROVEMENTS RENT ¹	\$4,545.08	\$0.00
OPERATING COSTS	\$119,974.80	\$119,974.80
BUILDING SPECIFIC AMORTIZED CAPITAL	\$0.00	\$0.00
PARKING ²	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$627,743.41	\$644,160.00

¹The Tenant Improvement Allowance of \$13,635.25 is amortized at a rate of zero (0%) percent per annum over three (3) years.

²Parking costs described under sub-paragraph H below

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 26,000 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. INTENTIONALLY DELETED.

E. 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.

F. Rent shall be paid to 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 System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. 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 the paragraph entitled "The Premises."
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

INITIALS: AK LESSOR & [Signature] GOV'T

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.

H. Parking shall be provided at a rate of \$0.00 per parking space per month (Surface).

4) Section 1.04, **BROKER COMMISSION AND COMMISSION CREDIT (SEPT 2011)**, of the Lease is hereby deleted and replaced with the following:

1.04 BROKER COMMISSION AND COMMISSION CREDIT

A. **CBRE, 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, which states the total amount shall be calculated on the shell rent only. Only [REDACTED] of the Commission, will be payable to **CBRE, 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 full 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 full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Full Month 1 Rental Payment \$52,311.95 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st First Full Month's Rent.

5) Section 1.05, **TERMINATION RIGHT**, of the lease is hereby deleted and replaced with the following:

1.05 TERMINATION RIGHT

The Government may terminate this Lease, in whole or in parts, at any time effective after May 19, 2018 by providing not less than **ninety (90) days'** prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

6) The Tenant Improvements have been completed and the Government accepts the leased premises as substantially complete on May 19, 2015. The GSA Form 1204, condition survey, is attached to this lease. The items listed on the 1204 form shall be completed by May 25, 2015.

INITIALS: JK & DG
LESSOR GOV'T