

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <i>2 BRB Krow</i> <i>g/s</i>
LEASE AMENDMENT	TO LEASE NO. GS-07P-LTX17153
ADDRESS OF PREMISES 2590 Oakmont Drive, Suite 610 Round Rock, TX 78665-1040	PDN Number: PS0031048

THIS AMENDMENT is made and entered into between Chandler Creek, LP

whose address is: 260 E. Baker Street, Suite 100, Costa Mesa, CA 92626-4579

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 Government execution as follows:

- 1) To adjust the Architect/Engineer Fees in the Tenant Improvement Fee Schedule; and
- 2) To replace the GSA Form 3518 in the Lease with a new GSA Form 3518;
- 3) To provide a Notice to Proceed; and
- 4) To establish the Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC) costs; and
- 5) To provide provisions for the payment of the TI and BSAC costs.

This Lease Amendment contains 3 pages plus Exhibit "A" and Exhibit "B".

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

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

[Redacted Signature]

Name: _____
 Title: President
 Entity Name: Chandler Creek, LP
 Date: 2/5/15

FOR THE GOVERNMENT

[Redacted Signature]

Signature Name: _____
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 2-6-2015

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
 Name: _____
 Title: Dir. of Asset Mgmt. Prop. Mgmt.
 Date: 2/5/2015

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1) Section 1.10 "Tenant Improvement Fee Schedule" is hereby deleted in its entirety and replaced with the following:

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	\$4,541,872 ($\$4,541,872 \times 5,481$ ABOA = \$24,894.00)
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	6.0%

- 2) Exhibit "G" to the Lease, GSA Form 3518, consisting of 10 pages, is hereby deleted in its entirety and replaced with the attached Exhibit "G", GSA Form 3518, due to the Lessor receiving a new DUNS number. See Attached Exhibit "A".
- 3) Upon this Lease Amendment being fully executed and delivered by the Government, the Lessor shall consider this a Notice to Proceed on the Tenant Improvements for the above referenced lease. The anticipated date of completion of all the tenant improvements is June 17, 2015 or upon acceptance of the premises by this Lease, whichever is earlier.
- 4) The Lessor is solely responsible and liable for the technical accuracy of the Construction Drawings and compliance with all applicable Lease requirements as stated in the Lease under Section 4.02 "Construction Documents". This Lease Amendment (LA) does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings dated April 9, 2014 consisting of one (1) page, and which is attached as Exhibit "B".
- 5) Following a Government review of the submitted cost proposal, the Government has determined that the total cost of the Tenant Improvement bid submitted is fair and reasonable at a total cost not to exceed \$552,037.95 inclusive of all management and architectural fees. The Lessor and the Government have also agreed that the approved cost of the Tenant Improvements (TI) is not to exceed \$543,588.95 and the approved cost of the Building Specific Amortized Capital (BSAC) is not to exceed \$8,449.00. 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 TI and BSAC work by the anticipated date of completion.

Upon completion, inspection and acceptance of the space, the Government shall pay for the total Tenant Improvement Cost by amortizing \$222,024.35 over the first seven (7) years of the term at an interest rate of 6.4%. The Government shall pay for the total Building Specific Amortized Capital Cost by amortizing \$8,449.00 over the first seven (7) years of the term at an interest rate of 6.4%.

The remaining balance of the total cost of the Tenant Improvements is \$321,564.60 (TI total cost of \$543,588.95 - TI's to be amortized into the rent of \$222,024.35) and shall be paid by a lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements and the BSAC necessary to finish the interior of the leased space as depicted on the attached Exhibit "B". The lump-sum payment includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements and the BSAC by the anticipated date of completion.

Upon acceptance of the TI and BSAC by the Government, the Lessor may submit for payment of the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor 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 PS0031048 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.

INITIALS: BBB & MZ
LESSOR & GOVT

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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 Lease Contracting Officer at the following address:

General Services Administration
Attn: Jeff Seria
819 Taylor Street, Room 11A-133
Fort Worth, Texas 76102-6124

INITIALS:

BBB & MA
LESSOR GOVT