

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No.2 TO LEASE NO. GS-07P-LTX17188
ADDRESS OF PREMISES Saturn One, 18050 Saturn Lane, Suite 240 Nassau Bay, TX 77058	PDN Number: PS0032885

THIS AGREEMENT, made and entered into this date by and between **Griffin Partners NB Office I LP**.
 Whose address is: 1177 West Loop South, Suite 1750
 Houston, TX 77027

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:
 WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

The purpose of this Amendment to the Lease is to provide for the construction of improvements to the [REDACTED] located on the 2nd floor of Saturn One, 18050 Saturn Lane, Suite 240, Nassau Bay, TX 77058, in accordance with the Lease and as provisioned in this Lease Amendment No. 2. The provisions of this Lease Amendment shall also include and define the terms of payment to the Lessor for the costs of constructing the described improvements to ready the space for occupancy by the [REDACTED]

1) Contracting Officer's Not To Proceed:

- a. The Lessor is hereby authorized to commence the alterations and construction of improvements to the [REDACTED] Space in accordance with the Lease and provisions of this Lease Amendment, in compliance with all applicable federal, state and local codes and ordinances. The Lessor is to provide all labor, materials and equipment required for the alterations and construction of improvements, and thereafter, is to maintain the [REDACTED] Space and its constructed improvements as provisioned in the Lease.

This Lease Amendment contains 4 pages included Exhibit "A".

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: [REDACTED]
 Name: [REDACTED]
 Title: Griffin Partners NB Office I LP
 Entity Name: a Texas Limited Liability Company
 Date: By Griffin Partners Nassau Bay OP, LLC
a Texas Limited Liability Company

FOR THE GOVERNMENT:

Signature: [REDACTED]
 Name: [REDACTED]
 Title: Lease Contracting Officer
GSA, Public Buildings Service, 10
 Date: 10-29-2015

WITNESSED



Signature: [REDACTED]
 Name: [REDACTED]
 Title: Executive Vice President, Griffin Partners, Inc.
 Date: _____

2) Alterations and Improvements:

- a. The Construction Documents and Drawings as prepared by CDI and identified by its GSA Project No. 2TX0780 dated July 8, 2015, describe and illustrate the alterations and construction of tenant improvements to be completed under this Lease Amendment (i.e. the "Work"). Notwithstanding the above, the Government does not warrant the technical accuracy of the referenced Construction Documents and Drawings, but acknowledges that the Lessor had based its pricing and total costs for the above described Work, and that any changes thereto ordered by the Government shall constitute a requested change to the described Work (i.e. a "Change Order"). Substantial Completion of the Work shall occur no later than one-hundred and twenty (120) working days from the effective date of this Lease Amendment. All alterations and constructed improvements to the [REDACTED] Space shall remain the property of the Lessor, and the Lessor waives all rights to restoration.
- b. The costs for the alterations and construction of improvements to be completed shall not exceed the Tenant Improvements Costs identified in the Lessor's Costs Proposal dated August 26, 2015 as attached and made part of this Lease Amendment (Exhibit A), in the sum of \$846,374.25, inclusive of the total security costs that GSA refers to as Building Specific Amortized Capital (BSAC) in the amount of \$96,407.09. If the Government requests a Change Order that results in a re-computation of the Tenant Improvements Costs, that shall require the approval of the Contracting Officer and authorized in a subsequent Lease Amendment.
- c. Of the \$846,374.25, the Tenant Improvement Allowance (TIA) of \$265,767.27 and the Building Specific Security Costs (BSAC) of \$46,800 will be amortized through the rent over 120 months at 7%, and is included in the annual rent payment identified in Section 1.03 of the Lease. The total amount of the TIA and BSAC is \$312,567.27. The remaining Tenant Improvement costs of \$533,806.98 (\$846,374.25 - \$312,567.27) shall be paid to Lessor upon completion, inspection, and acceptance of the space as described herein. The lump sum payment of \$533,806.98 includes the remaining Tenant Improvement Costs of \$484,199.89 and the remaining Security costs of \$49,607.09.
- d. Upon completion, inspection and acceptance of the Work by the Contracting Officer, the Tenant Improvements Costs and Security costs of \$533,806.98 (\$484,199.89 + \$49,607.09) shall be authorized for payment with the execution of the Lease Amendment for GSA Acceptance of the [REDACTED] Space and paid in "Lump Sum", thirty (30) days after GSA receipt of the Lessor's invoice. Lessor shall submit an original invoice for the total amount not to exceed \$533,806.98 electronically via the GSA finance website at www.finance.gsa.gov, and a copy to Cindy Bartel. The invoice is required to be on the Lessor's letterhead, with the name and address of the Lessor, the Lease and Lease Amendment identified, and the GSA PDN # PS0032885 assigned to this Lease Amendment No. 2.

3) General Conditions:

- a. Work Scheduling Agreement - The Lessor shall make the necessary arrangements with the Contracting Officer or its representative(s) in scheduling and performing the Work to result in a minimum amount of interference to the activities of the Government. Lessor shall also provide a Project Schedule to the Contracting Officer within five (5) business days from the effective date of this Lease Amendment No.2 and its Notice to Proceed.
- b. Lessor's Employees/Contractor(s) - Each employee of the Lessor and employees of contractor(s) and/or subcontractor(s) hired to perform the Work provisioned under this Lease Amendment shall be 1) a citizen of the United States of America, 2) an alien who has been lawfully admitted for permanent residence as evidence by an Alien Registration Receipt Card Form 1-151, or 3) a person who presents evidence from the U.S. Citizenship and Immigration Services (USCIS) that employment by the Lessor will not affect his/hers immigration status.

Initials:  & 
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- c. Extras - Except as otherwise provided in this LA, no charge for extra work or materials will be invoiced by the Lessor unless the same has been ordered in writing by the Contracting Officer and the description and price stated in such order.
 - d. Inspections - All material, equipment and workmanship shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be corrected and made acceptable to the Government.
 - a. Indemnity - The Lessor shall save and keep harmless the Government against any and all liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way indecent to or arising out of the service, operations, or performance of work in connection with this LA, resulting in whole or part from the negligent acts or omissions of the Lessor.
- 4) Payment Information
- a. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor a lump sum payment in the amount of \$533,806.98, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Government.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Lease Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

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

A copy of the invoice must be provided to the Project Manager at the following address:


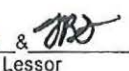
General Services Administration
Attn: – CINDY BARTEL
GSA, PBS, Leasing Division (7PRC)
819 Taylor St. Room 11A01
Fort Worth, TX 76102

A proper invoice must include the following:

Invoice date
Unique invoice #
Name of the Lessor as shown on the Lease
Lease contract number, building address, and a description, price, and quantity of the items delivered
GSA PDN # PS0032885

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

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

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