

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 7
	TO LEASE NO. GS-07P-LTX-17188
LEASE AMENDMENT	
ADDRESS OF PREMISES SATURN ONE 18050 SATURN LANE, SUITE 240 NASSAU BAY, TX 77058	PDN Number -- PS0032885

THIS AMENDMENT is made and entered into 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, hereinafter called the Government:

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

- 1) To provide a Notice To Proceed for Change Orders 20-31; and
- 2) To incorporate the punch list at substantial completion as "exhibit B," inclusive of follow-up inspection dates; and
- 3) To accept the space as substantially complete, which therefore, establishes the Lease commencement date; and
- 4) To restate the Rent; and
- 5) To restate the broker commission; and
- 6) To establish the termination date of the lease; and
- 7) To establish the total cost of the TIs and BSAC; and
- 8) To provide the method of payment of the total TIs and BSAC; and
- 9) All other terms and conditions shall remain in full force and effect.

This Lease Amendment contains 52 pages including Exhibit 'A' and Exhibit 'B'

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

FOR THE LESSOR:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: GRIFIN PARTNERS NB OFFICE NO I LP  
821 GRIFIN PARTNERS NASSAU BAY GP LLC  
Date: 4/28/16

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
General Services Administration  
Date: 5-10-2016

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: SVP - GRIFIN PARTNERS INC.  
Date: 4/28/16

1.) You are hereby authorized to proceed with Change Orders No. 20-31 attached as Exhibit 'A' in the total amount not to exceed \$9,072.98. Total cost includes all Lessor fees, overhead and profit. Per this Lease Amendment the Change Orders have been reviewed and found fair and reasonable.

You are hereby authorized to proceed with the construction of tenant improvement for the following changes:

C/O #	Date	Description	Amount
20	3/20/16	Supply and install [REDACTED] as requested by [REDACTED]	[REDACTED]
21	3/20/16	Per OAC meeting 2/18/16, S&R directed by [REDACTED] to add a man bar on the [REDACTED] Room 02.026 duct	[REDACTED]
22	3/20/16	Lessor Cost	[REDACTED]
23	3/20/16	[REDACTED]	[REDACTED]
24	3/20/16	CDI Cost	[REDACTED]
25	3/20/16	Required additional fire extinguisher cabinet by Fire Marshall during inspection	[REDACTED]
26	3/20/16	Run 120v 20 amp dedicated circuit pack to panel 2L2 and Run 120v power to 2-control TYCO control panels	[REDACTED]
27	3/20/16	[REDACTED] request a 55" monitor instead of the specified 32"	[REDACTED]
28	3/20/16	Denied - No Cost	[REDACTED]
29	3/20/16	Apply [REDACTED]	[REDACTED]
30	3/20/16	Credit for lockers not supplied by S&R	[REDACTED]
31	3/20/16	Interior signs requested	[REDACTED]
Lessor's PM Fee			\$432.05
<b>TOTAL</b>			<b>\$9,072.98</b>

The total amount (lump sum payment) of \$9,072.98 will be paid in a one-time lump sum payment the Lessor upon substantial completion, inspection, and acceptance of the work by the authorized Government representative and receipt of an invoice for the work by the Lease Contracting Office or designated representative.

Thus far, the total one time lump sum payment that will be paid to the Lessor upon substantial completion, inspection, and acceptance for PS# 0032885 is as follows.

Lease Amendment No.	Description	Amount
2	Notice To Proceed For Construction	\$533,806.98
3	Change Orders No. 1-11 & 13	\$27,126.44
4	Change Orders No. 14 & 15	\$10,786.73
5	Change Order No. 17	[REDACTED]
6	Change Orders No. 18 & 19	\$1,882.65
7	Change Orders No. 20-31 (Current Change Order)	\$9,072.98
<b>TOTAL LUMP SUM PAYMENT TO DATE</b>		[REDACTED]

2.) The [REDACTED] League City Punchlist dated March 30, 2016 (attached as Exhibit B) shall be incorporated into the Lease. Re-inspection of the punchlist shall take place on May 4, 2016 at 9:30am CT.

INITIALS: MS LESSOR & YJ GOVT

3.) The Government accepts the space as substantially complete as of March 30, 2016. The effective commencement date of the rental shall be March 30, 2016 and shall expire on March 29, 2026, subject to termination rights hereinafter set forth.

4.) Section 1.03 RENT AND OTHER CONSIDERATION is restated as follows:

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

	FIRM TERM (3/30/16 – 3/29/21)	FIRM TERM (3/30/21 – 3/29/26)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$144,749.92	\$164,709.92
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$37,029.40	\$37,029.40
OPERATING COSTS <sup>3</sup>	\$35,289.28	\$35,289.28
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$6,520.65	\$6,520.65
<b>TOTAL ANNUAL RENT</b>	<b>\$223,589.25</b>	<b>\$243,549.25</b>

<sup>1</sup>Shell rent calculation:

(Firm Term Years 1-5) calculation: \$18.13 per RSF multiplied by 7,984 RSF  
 (Firm Term Years 6-10) calculation: \$20.63 per RSF multiplied by 7,984 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$265,767.27 is amortized at a rate of 7.0 percent per annum over 10 years.

<sup>3</sup>Operating Costs rent calculation: \$4.42 per RSF multiplied by 7,984 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$46,800 are amortized at a rate of 7.0 percent per annum over 10 years

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 7,109 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 in the actual number of days of occupancy for that month.

E. 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 Central Contractor Registration (CCR). If the payee is different from the Lessor, both the Payee and the Lessor must be registered in CCR.

F. 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 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.

5.) Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT is restated as follows:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Jones Lang LaSalle Americas, 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

INITIALS: Bbe & ND  
 LESSOR & GOVT

will be payable to Jones Lang LaSalle Americas, 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 \$18,632.44 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment \$18,632.44 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

Month 3 Rental Payment \$18,632.44 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent.\*

Month 4 Rental Payment \$18,632.44 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4<sup>th</sup> Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

6.) Section 1.05 TERMINATION RIGHTS is deleted in its entirety and replaced with the following:

The Government may terminate this Lease, in whole or in part at any time effective after March 29, 2026, by providing not less than 90 days prior written notice. The effective date of the termination shall be the day following the expiration of the required notice period or termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

7.) The Government and the Lessor have agreed that the total cost of the TIs and BSAC, and including all approved change orders, is \$900,261.53. 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.

8.) The Government shall pay for a portion of the total TI cost by amortizing \$ [REDACTED] over the ten (10) year firm term, monthly, in arrears, at an interest rate of 7.0%. Additionally, the Government shall pay for a portion of the BSAC cost by amortizing [REDACTED] over the ten (10) year firm term, monthly, in arrears, at an interest rate of 7.0%. The total amount the Lessor shall amortize is [REDACTED]. The remaining balance of [REDACTED] [\$900,261.53 (Total TI and BSAC costs) - \$265,767.27 (TI amortized) - \$46,800 (BSAC amortized) = \$ [REDACTED] shall be paid by a lump-sum payment.

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 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 PS0032885 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 Project Manager at the following address:

INITIALS:     7B70     &     YX      
LESSOR & GOVT