

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LTX00092
LEASE AMENDMENT	
ADDRESS OF PREMISES Northwest Crossing 13333 Northwest Freeway, Suite 400 Houston, TX 77040-6090	PDN Number: NA

THIS AMENDMENT is made and entered into between C-III Asset Management, LLC

Whose address is: 5221 N. O'Connor Boulevard, Suite 600, Irving, TX 75039-4414

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 accept the Tenant Improvements as substantially complete; and
- 2) To establish the Commencement Date of the lease rental payments; and
- 3) To establish the square footages of the leased space; and
- 4) To establish the parking; and
- 5) To provide the annual rental amounts; and
- 6) To establish the Percentage of Occupancy for Tax Reimbursement; and
- 7) To establish the Government's Percentage of Occupancy; and
- 8) To establish the reduction amount for vacant space; and
- 9) To establish the Base for the Operating Cost adjustment; and
- 10) To establish the Common Area Factor; and
- 11) To provide for the payment of the Tenant Improvements; and

This Lease Amendment contains 3 pages plus Exhibit "A".
 All other terms and conditions of the lease shall remain in full force and effect.

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

<p>FOR THE LESSOR:</p> <p>Signature: _____ Name: Deborah Bacon Title: Servicing Officer</p> <p>Entity Name: C-III Asset Management LLC a Delaware limited liability company, successor to J.E. Robert Company, Inc., in its capacity as special servicer pursuant to that certain Amended and Restated Pooling and Servicing Agreement dated July 30, 2010.</p> <p>Date: <u>1-2-2018</u></p>	<p>FOR THE GOVERNMENT:</p> <p>Signature: _____ Name: Jeff Serra Title: Lease Contracting Officer GSA Public Buildings Service</p> <p>Date: <u>01-02-2018</u></p>
<p>WITNESSED FOR THE LESSOR BY:</p> <p>Signature: _____ Name: Richard Barbles Title: Vice President / Stream Realty Date: <u>1-2-2018</u></p>	

12) All other terms and conditions are in full force and effect.

1) The tenant improvements have been *substantially* completed and the government accepts the leased space on January 2, 2018. The Lessor and the Government agree that the requirements specifically identified in Exhibit "A" GSA Form 1204 Condition Survey Report of this lease have been met, and these items are deficiencies.

The tenant improvements have been *substantially* completed and the Government accepts the leased premise on January 2, 2018. The Lessor and the Government agree that the requirements specifically identified in Attachment "A", GSA Form 1204 - Condition Survey Report of this lease amendment have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract by January 31, 2018. Within 7 calendar days of the completion date for the Lessor to cure the deficiencies in Attachment "A" of this lease amendment, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.

- 2) The Commencement Date of the rental shall be January 8, 2018, and shall expire on January 7, 2033, subject to the termination rights set forth in the lease. The firm term of this Lease is ten (10) years.
- 3) The leased premises square footage shall be 19,000 rentable square feet (RSF) yielding 16,944 ANSI/BOMA Office Area (ABOA) located in Suite 400.
- 4) The Government shall have 77 parking spaces, reserved for the exclusive use of the Government, of which 75 shall be structured/inside parking spaces, and 2 shall be surface/outside parking spaces close to the front entrance.
- 5) The Government shall pay the Lessor annual rent as follows:

From January 8, 2018 through January 7, 2028, the total annual rental shall be \$316,476.12 at the rate of \$26,373.01 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$205,010.00, annual Operating Costs of \$108,490.00 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$2,976.12.

From January 8, 2028, through January 7, 2033, the total annual rent shall be \$379,620.00. The total annual rent consists of Shell Rent of \$271,130.00 and Operating Costs of \$108,490.00 plus annual Operating Cost adjustments. There are no annual Tenant Improvement Amortization.

- 6) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 17% (19,000 RSF/112,351 RSF).
- 7) The Government's Adjustment for Vacant Space shall be a reduction of \$0.00/ABOA.
- 8) In accordance with the Lease paragraph 1.11 entitled "Operating Cost Base", the escalation base shall be \$108,490.00 (19,000 RSF X \$5.71).
- 9) In accordance with the Lease paragraph 1.01 entitled "The Premises", the Common Area Factor shall be 1.1213% (19,000 RSF / 16,944 ABOA).
- 10) The Lessor and the Government agree that the total cost of all improvements is \$20,441.32. The Lessor and the Government agree that the TI costs of \$20,441.32 shall be amortized monthly into the rent at the rate of 8.0% over the first ten (10) years of the lease as stated in paragraph 5 above.
- 11) All other terms and conditions of the lease shall remain in full force and effect.

INITIALS: DAB & [Signature]
LESSOR & GOVT