

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 6	TO LEASE NO. GS-07B-16781	DATE 8.2.12	PAGE 1 of 3
ADDRESS OF PREMISES 12790 Merit Drive, 5 th Floor, Dallas, Texas 75251-1217			

THIS AGREEMENT, made and entered into this date by and between **PARMENTER PARK CENTRAL, LP** whose address is 12790 MERIT DRIVE SUITE 110 DALLAS, TEXAS 75251-1244

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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended, June 19, 2012, as follows:

1. Paragraph 1 of the Lease shall be deleted and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises:

A total of 27,225 rentable square feet of office and related space, which yields 25,878 ANSI/BOMA Office Area square feet of space under lease, at 12790 Merit Drive, 5th Floor, Dallas, Texas 75251-1217. The space shall be used for such purposes as determined by the General Services Administration. All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease. Included in the rent at no additional charge to the Government are two (2) reserved parking spaces and onsite parking at a ratio of one (1) space for every 250 square feet for Government parking to be used for such general office purposes as determined by the General Services Administration."

2. Paragraph 2 of the Lease shall be deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 19, 2012, and continuing for a term through 15 years, expiring June 18, 2027, unless earlier terminated by the Government as described in Paragraph 4 of the lease."

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retro have hereunto subscribed their names as of the date first above written.

LESSOR

NAME OF SIGNER

Stephen K Bronner
Authorized Representative

IN PRESENCE OF

NAME OF SIGNER

Douglas Scott

UNITED STATES OF AMERICA

NAME OF SIGNER

Eduardo D. Perez
Contracting Officer

3. Paragraph 3 of the Lease shall be deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent of \$707,850.00 for years 1 through 5, which consist of annual Operating costs of \$173,423.25 with annual CPI adjustments, annual amortized Tenant Improvements (TI) of \$122,628.93, and annual amortized Building Specific Amortized Capital (BSAC) of \$2,997.97.

The Government shall pay the Lessor annual rent of \$789,525.00 for years 6 through 10, which consist of annual Operating costs of \$173,423.25, with annual CPI adjustments, annual amortized Tenant Improvements (TI) of \$122,628.93, and annual amortized Building Specific Amortized Capital (BSAC) of \$2,997.97.

For years 11 through 15, the Government shall pay Lessor total annual rent of \$871,200.00. The total annual rent shall consist of Operating costs of \$173,423.25, with annual CPI adjustments, per this lease.

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 5TX0063. Rent for a lesser period shall be prorated. Rent shall be made payable to:

Parmenter Park, LP
P.O. Box 122245
DALLAS, TX 75312-2245"

4. Paragraph 4 of the Lease shall be deleted in its entirety and replaced with the following:

"4. The Government may terminate this lease at any time after June 18, 2022 by giving at least sixty (60) calendar days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

5. Paragraph 10 of the Lease shall be deleted in its entirety and replaced with the following:

"10. In accordance with the SFO paragraph 4.3 entitled *Operating Cost*, the annual rate for Operating Cost are \$6.37 per RSF or \$173,423.25 per annum."

6. Paragraph 14 of the Lease shall be deleted in its entirety and replaced with the following:

"14. Security costs in the total amount of \$20,150.00 have been amortized through the rent for 120 months at the rate of 8.50%. The annual rental includes \$2,997.97 per annum for Building Specific Amortized Capital (BSAC)."

7. Paragraph 20 of the Lease shall be deleted in its entirety and replaced with the following:

"20. In accordance with Paragraph 2.3 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.3, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

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INITIALS: SL & GP
LESSOR & GOV'T

Notwithstanding Paragraph 3 of this Lease, the shell rental portion (excluding taxes), of the annual rental payments (\$363,123.00 / 12 months = \$30,260.25 per month) due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue throughout the sixth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- Month 1: First full month payment of \$58,987.50 minus prorated Commission Credit of [REDACTED] equals \$[REDACTED] adjusted First Month's Rent
- Month 2: Second full month payment of \$58,987.50 minus prorated Commission Credit of [REDACTED] equals \$[REDACTED] adjusted Second Month's Rent
- Month 3: Third full month payment of \$58,987.50 minus prorated Commission Credit of [REDACTED] equals \$[REDACTED] adjusted Third Month's Rent
- Month 4: Fourth full month payment of \$58,987.50 minus prorated Commission Credit of [REDACTED] equals \$[REDACTED] adjusted Fourth Month's Rent
- Month 5: Fifth full month payment of \$58,987.50 minus prorated Commission Credit of [REDACTED] equals \$[REDACTED] adjusted Fifth Month's Rent
- Month 6: Sixth full month payment of \$58,987.50 minus prorated Commission Credit of [REDACTED] equals \$[REDACTED] adjusted Sixth Month's Rent"

All other terms and conditions remain in full force and effect.

INITIALS: SA & GP
LESSOR & GOV'T