

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LTX17093
ADDRESS OF PREMISES Overton Centre 4100 International Plaza (Tower II) Fort Worth, Texas 76109	PDN Number: N/A

THIS AMENDMENT is made and entered into between Overton Green Property Owner, L.P.
whose physical address is: 4150 International Plaza, Suite 104
Fort Worth, Texas 76109

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to establish Beneficial Occupancy, adjust the full service rent, and establish a termination date, and reflect that the Tenant Improvements are not completed or accepted.

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, upon execution by the Government, as follows:

- 1) Establish the Lease Commencement Date;
- 2) Restate the Annual Rent;
- 3) Restate the Commission and Commission Credit;
- 4) Establish Termination Rights; and
- 5) Restate the Operating Costs Base.

This Lease Amendment contains 3 pages.

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

Signature: _____
Name: _____
Title: Richard O'Neil
Entity Name: Overton Green Property Owner, L.P.
Date: 10/2/14

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 12/22/2014

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Matt Carthy
Title: Purchaser - Mill Creek Contract
Date: 10/2/14

1) Page 1 of the Lease is hereby amended with the following:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 11, 2014 and continuing thru August 10, 2024, 10 years, with a firm term of seven (7) years subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

2) Section 1.03, RENT AND OTHER CONSIDERATION, of the Lease is hereby deleted in its entirety and replaced with the following:

"1.03 RENT AND OTHER CONSIDERATION

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

	FIRM TERM YEAR 1 - YEAR 7	NON-FIRM TERM YEARS 8-10
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$105,661.03	\$105,661.03
TENANT IMPROVEMENTS RENT ²	\$ 0.00*	\$0.00*
OPERATING COSTS ³	\$27,052.96	\$27,052.96
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$0.00*	\$0.00*
PARKING ⁵	\$ 0.00	\$0.00
TOTAL ANNUAL RENT	\$132,713.99	\$132,713.99

¹Shell rent calculation: Yrs. 1-10 \$18,108.16 per RSF multiplied by 5,835 RSF.

²Upon substantial completion of the Tenant Improvements, and acceptance of Tenant Improvements by the Government, the Tenant Improvement Allowance of approximately \$70,020.00 will be amortized at a rate of 6.0 percent over the remaining firm term of the lease;

³Operating Costs rent calculation: \$4,646.44 per RSF multiplied by 5,835 RSF;

⁴ Upon substantial completion of the Building Specific Security Items, and acceptance of Building Specific Security Items by the Government, the Building Specific Amortized Capital (BSAC) of approximately \$18,035.76 and will be amortized at a rate of 6.0 percent per annum over the remaining firm term of the lease;

⁵Parking costs described under sub-paragraph H below

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 5,067 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. This subparagraph was intentionally deleted.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. 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 payee and Lessor must be registered in CCR.

INITIALS:  LESSOR &  GOVT

G. 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.

H. Parking shall be provided at a rate of \$0.00 per parking space per month (Structure), and \$0.00 per parking space per month (Surface).

3) Section 1.04 Broker Commission and commission Credit, of the lease is hereby deleted and replaced with the following:

1.04 BROKER COMMISSION AND COMMISSION CREDIT

A. DTZ 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, will be payable to DTZ 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 Commission and Commission Credit will be recalculated after substantial completion of the Tenant Improvements and The Building Specific Security Items and acceptance of the Tenant Improvements and Building Specific Security Items. The reduction in shell rent shall commence with the first month of the recalculated rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

4) Section 1.05, TERMINATION RIGHT, of the lease is hereby deleted and replaced with the following:

1.05 TERMINATION RIGHT

The Government may terminate this Lease, in whole or in part, at any time effective after August 10, 2021 by providing not less than ninety (90) calendar days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rent shall accrue after the effective date of termination.

5) Section 1.15, OPERATING COST BASE, of the Lease is hereby deleted and replaced with the following:

1.15 OPERATING COST BASE

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$4.63633 (\$27,052.96 per annum)."

INITIALS:


LESSOR

&


GOVT