

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	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.

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) Accept the Tenant Improvements as substantially complete;
- 2) Establish the total cost of the Tenant Improvements (TIs);
- 3) Establish the annual rental amounts;
- 4) Establish the method of payment of the total Tenant Improvement costs;
- 5) Restate the Commission and Commission Credit;


This Lease Amendment contains 3 pages plus Exhibit A (2 pages) and Exhibit B (2 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.

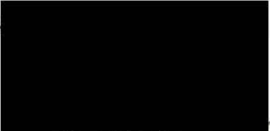
FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature:   
Name: \_\_\_\_\_  
Title: Dr. B. A. [Redacted]  
Entity Name: Overton Green Property Owner, L.P.  
Date: 2/1/16

Signature:   
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 3/1/2016

WITNESSED:

Signature:   
Name: Matt [Redacted]  
Title: Leasing Agent  
Date: 2/1/16

- 1) The Tenant Improvements (TIs) have been substantially completed and the Government accepts the leased space on December 28, 2015. The Lessor and the Government agree that the requirements specifically identified in the GSA Form 1204 Condition Survey Report, which is depicted in the attached Exhibit "A", have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies by January 15, 2016. Within 7 days of the completion date for the Lessor to cure the deficiencies in Exhibit "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 total cost of the Tenant Improvements (TIs) shall change from \$115,755.48 to \$110,352.18, in order to provide for a reduction in cost for Change Order #1 of \$5,403.30 to credit the Government for a change from carpet tile to broadloom carpet (\$115,744.48 - \$5,403.30 = \$110,352.18) See attached Exhibit B.
- 3) The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	FIRM TERM DECEMBER 28, 2016 – AUGUST 10, 2021	NON-FIRM TERM YEARS 8-10 AUGUST 11, 2021 – AUGUST 10, 2024
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$105,661.03	\$105,661.03
TENANT IMPROVEMENTS RENT <sup>2*</sup>	\$23,308.54*	\$0.00*
OPERATING COSTS <sup>3</sup>	\$26,970.02	\$26,970.02
PARKING	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$155,939.59</b>	<b>\$132,631.05</b>

<sup>1</sup>Shell rent calculation: Yrs. 1-10 \$16,10816 per RSF multiplied by 5,835 RSF.

<sup>2</sup>Upon substantial completion of the Tenant Improvements, and acceptance of Tenant Improvements by the Government, the Tenant Improvement Allowance of approximately \$110,352.18 will be amortized at a rate of 6.0 percent over the remaining firm term of the lease;

<sup>3</sup>The operating rent reflects operating cost adjustments through 2015, subject to future annual operating cost adjustments;

- 4) The Government and the Lessor have agreed that the total cost of the TIs (including change orders) shall be \$110,352.18. The Government shall pay for the total TI cost by amortizing \$110,352.18 over the remaining firm term of 5 years and 7 months, monthly in arrears, at an interest rate of 6.0%.
- 5) DTZ Americas, Inc. d/b/a Cushman & Wakefield, 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. d/b/a Cushman & Wakefield, 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.

INITIALS:

LESSOR

&

GOVT

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 shall 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 \$12,994.97 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.

Month 2 Rental Payment \$12,994.97 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.

INITIALS:

  
LESSOR

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