

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	<b>LEASE AMENDMENT No. 7</b>
<b>LEASE AMENDMENT</b> <b>ADDRESS OF PREMISES</b> 7250 and 7245 Wynnwood Houston, TX 77040-6031	<b>TO LEASE NO.</b> GS-07P-LTX-17103  <b>PDN Number -</b> PS0033274

**THIS AMENDMENT** is made and entered into between **FIRST INDUSTRIAL, L.P.**

whose address is: **311 S. Wacker Drive  
Suite 3900  
Chicago, IL 60606- 6627**

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

**WHEREAS**, the parties hereto desire to amend the above Lease.

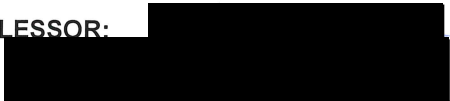
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

- 1) To incorporate the punch list at substantial completion as "Exhibit A," inclusive of follow-up inspection dates; and
- 2) To accept the space as substantially complete, which therefore, establishes the Lease commencement date; and
- 3) To restate the Rent; and
- 4) To restate the broker commission; and
- 5) To establish the total cost of the TIs and BSAC; and
- 6) To provide the method of payment of the total TIs and BSAC; and
- 7) All other terms and conditions shall remain in full force and effect.

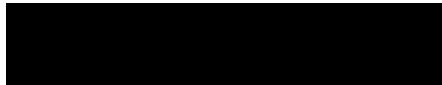
This Lease Amendment contains 6 pages including Exhibit 'A'

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

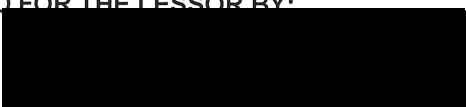
**FOR THE LESSOR:**

Signature:   
 Name: ROYAL TRAIT  
 Title: SR. REGIONAL DIRECTOR  
 Entity Name: FIRST INDUSTRIAL, L.P.  
 Date: 12/12/16

**FOR THE GOVERNMENT:**

Signature:   
 Name: Jaqueline Forsys  
 Title: Lease Contracting Officer  
General Services Administration  
 Date: 12/14/2016

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: SEAN MARKWALD  
 Title: OPERATIONS DIRECTOR  
 Date: 12/12/2016

- 1.) The FBI Houston Punchlist dated September 30, 2016 (attached as Exhibit A) shall be incorporated into the Lease.
- 2.) The Government accepts the space as substantially complete as of November 10, 2016. The effective commencement date of the rental shall be November 10, 2016 and shall expire on November 9, 2026.
- 3.) 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	
	Annual Rent (Years 1-5)	Annual Rent (Years 6-10)
Shell Rent	\$441,949.99	\$514,567.66
Tenant Improvements rent <sup>1</sup>	\$55,488.61	\$55,488.61
BSAC rent <sup>2</sup>	\$18,749.63	\$18,749.63
Operating Costs	\$117,531.35	\$117,531.35
<b>Total Annual Rent</b>	<b>\$633,719.58</b>	<b>\$706,337.25</b>

<sup>1</sup>The Tenant Improvement Allowance of \$381,121.11 is amortized at a rate of 8 percent per annum over 10 years.

<sup>2</sup>The BSAC Allowance of \$128,781.00 is amortized at a rate of 8 percent per annum over 10 years.

- B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed **30,505** 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 on the actual number of days of occupancy for that month.
- E. Rent shall be paid to the 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.
- F. The 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 "Paragraph 1.01, THE PREMISES" created herein;
  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.

INITIALS:  LESSOR &  GOV'T

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

1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

A. Savills Studley, 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 Savills Studley, 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 \$52,809.96 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent."

5.) The Government and the Lessor have agreed that the total cost of the TIs and BSAC, and including all approved change orders, is **\$1,091,347.44**. 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.

6.) The Government shall pay for a portion of the total TI cost by amortizing \$381,121.11 over the ten (10) year firm term, monthly, in arrears, at an interest rate of 8.0%. Additionally, the Government shall pay for the BSAC cost by amortizing \$128,781.00 over the ten (10) year firm term, monthly, in arrears, at an interest rate of 8.0%. The total amount the Lessor shall amortize is \$509,902.11. The remaining balance of **\$581,445.33** [\$1,091,347.44 (Total TI and BSAC costs) – \$381,121.11 (TI amortized) – \$128,781.00 (BSAC amortized) = \$581,445.33] 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 PS0033274** 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:

General Services Administration  
**Attn: Toni Bezio**  
819 Taylor St., Room 11A01  
Fort Worth, Texas 76102

7.) All other terms and conditions shall remain in full force and effect.

INITIALS:

  
LESSOR

&

  
GOVT