## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE TO LEASE NO. GS-07P-LTX17364 LEASE AMENDMENT ADDRESS OF PREMISES: 1999 Bryan Street Dallas, TX 75201 LEASE AMENDMENT No. 1 TO LEASE NO. GS-07P-LTX17364 PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between FPG-DMT HARWOOD, LP

whose address is:

1990 Bryan Street, Suite 1220

Dallas, TX 75201

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, effective upon the full execution of this amendment as follows:

1.) To revise the RSF and ABOA SF of the Premises, and;

2.) To revise the rental payments, and;

3.) To revise the Percentage of Occupancy, and;

4.) To revise the Operating Cost Base, and;

- 5.) To establish the TI and BSAC costs, and;
- 6.) To revise the Broker Commission and Commission Credit, and;
- 7.) All other terms and conditions shall remain in full force and effect.

This Lease Amendment contains 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: Entity Name: Date:	FPG-DMT HARWOOD, LP	Signature: Name: Title: Lease Contracting Officer Date:	

WITNESSED FOR THE LESSOR BY	ELESSOR BY:	THE	FOR	IESSED	VITNI	V
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Signature:	
Name:	Andrew Latreto
Title:	Here of Hospit Managernont
Date:	1/15/18

- 1. The Premises consists of 25,612 rentable square feet (RSF), yielding 21,745 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 22<sup>nd</sup> floor and known as Suite 2200, of the Building. The Common Area Factor (CAF) is established as 1.1778. The lease is revised to include 0 parking spaces. Exhibit B of the Lease is deleted without replacement.
- 2. The Government shall pay the Lessor annual rent as follows:

From March 7, 2018 through March 6, 2028, the total annual rental shall be \$616,224.72 at the rate of \$51,352.06 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$458,198.68, annual Operating Costs of \$158,026.04 plus annual Operating Cost adjustments.

- 3. The Government's' Percentage of Occupancy for Property Tax Reimbursement purposes shall be 3.53% ((25,612 RSF (leased premise) / 723,963 RSF (Building total RSF) X 100).
- 4. In accordance with the Lease paragraph entitled "Operating Cost Base", the escalation base shall be \$158,026.04 (25,612 RSF X \$6.17).
- 5. The Tenant Improvement Allowance is revised to \$0.00, and the BSAC cost is revised to \$0.00.
- Lessor shall remove the internal stairwell between the 21st and 22nd floors and fill in the slab penetration within 180 calendar days from the acceptance date (3/7/18) which is established as September 7, 2018.
- 7. 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 and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only of the Commission will be payable to Savills Studley, Inc. with the remaining which will be 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.

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 full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

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Month 1 Rental Payment \$51,352.06 minus prorated Commission Credit of Month's Rent.	equals	adjusted 1st
Month 2 Rental Payment \$51,352.06 minus prorated Commission Credit of	equals	adjusted 2nd
Month's Rent.  Month 3 Rental Payment \$51,352.06 minus prorated Commission Credit of	equals	adjusted 3rd
Month's Rent.  Month 4 Rental Payment \$51,352.06 minus prorated Commission Credit of	equals	adjusted 4th
Month's Rent.  Month 5 Rental Payment \$51,352.06 minus prorated Commission Credit of	equals	adjusted 5th
Month's Rent.	<u> </u>	<del>_</del>

8. All other terms and conditions of the lease shall remain in force and effect.

INITIALS:

LESSOR & GOV'1

Lease Amendment Form 09/12