

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LTX17326
<b>LEASE AMENDMENT</b>	
ADDRESS OF PREMISES 801 Cherry Street Ft. Worth, TX 76102-6803	PDN Number N/A

**THIS AMENDMENT** is made and entered into between **Behringer Harvard Burnett Plaza LP**

whose address is: 801 Cherry Street, Suite 900, Unit 22  
Fort Worth, TX 76102-6803

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 establish the Commencement Date of the lease rental payments; and
- 2.) To establish the termination date of the lease; and
- 3.) To expand the leased Premises to add 270 RSF yielding 235 ABOA SF of Storage space; and
- 4.) To revise the Rent to include the Storage Space rent; and
- 5.) To revise the Broker Commission and Commission Credit; and
- 6.) Replace the Lease Exhibit A Floor Plans with the attached Exhibit A; and
- 7.) To revise the Government's Percentage of Occupancy; and
- 8.) To revise the Operating Cost Base (per rentable square foot);
- 9.) All other terms and conditions shall remain in full force and effect.

This Lease Amendment contains 7 pages, inclusive of the Exhibit.

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

**FOR THE LESSOR**

Signature: [Redacted]  
Printed Name: [Redacted]  
Title: [Redacted]  
Entity Name: Behringer Harvard Burnett Plaza LP

Date: 12/3/2015

**FOR THE GOVERNMENT**

Signature: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
GSA, Public Buildings Service, Leasing Division  
819 Taylor St., 11A01  
Ft. Worth, Texas 76102

Date: 12-09-2015

**WITNESSED FOR THE LESSOR BY:**

Signature: [Redacted]  
Printed Name: [Redacted]  
Title: LEASE Administration  
Date: 12/3/2015

1.) The commencement date of the rental shall be October 14, 2015 and shall expire on October 13, 2030.

2.) Section 1.05 of the Lease is deleted in its entirety and replaced with the following:

The Government may terminate this lease in whole or in part effective at any time after October 13, 2025 (the 10<sup>th</sup> year of this lease) by giving at least ninety (90) days' prior notice, in writing, to the Lessor. No rental shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the date of the mailing.

3.) Lease Section 1.01 is deleted in its entirety and replaced with the following:

**1.01 THE PREMISES (SUCCEEDING) (SEP 2013)**

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: 24,801 rentable square feet (RSF), yielding 21,567 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 17<sup>th</sup> floor, partial 18<sup>th</sup> floor, and basement level, and known as Suite(s) 1700, 1825, and Storage Unit C of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 15 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

4.) Lease Section 1.03 is deleted in its entirety and replaced with the following:

**1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)**

	FIRM TERM (10/14/15 – 10/13/16)	FIRM TERM (10/14/16 – 10/13/20)	FIRM TERM (10/14/20 – 10/13/25)	NON FIRM TERM (10/14/25 – 10/13/30)
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$160,923.36	\$418,498.86	\$467,560.86	\$511,716.66
TENANT IMPROVEMENTS RENT	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING COSTS <sup>2</sup>	\$113,823.84	\$113,823.84	\$113,823.84	\$113,823.84
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$0.00	\$0.00	\$0.00	\$0.00
PARKING	\$0.00	\$0.00	\$0.00	\$0.00
STORAGE SPACE <sup>3</sup>	\$3,240.00	\$3,240.00	\$3,240.00	\$3,240.00
<b>TOTAL ANNUAL RENT</b>	<b>\$277,987.20</b>	<b>\$535,562.70</b>	<b>\$584,624.70</b>	<b>\$628,780.50</b>

<sup>1</sup>Shell rent calculation:  
 (Firm Term) Year 1 - \$6.488583525 per RSF multiplied by 24,801 RSF  
 (Firm Term) Years 2-5 - \$16.87427362 per RSF multiplied by 24,801 RSF  
 (Firm Term) Years 6-10 - \$18.8525003 per RSF multiplied by 24,801 RSF  
 (Non Firm Term) years 11-15 - \$20.63290432 per RSF multiplied by 24,801 RSF  
<sup>2</sup>Operating Costs rent calculation: \$4.589485908 per RSF multiplied by 24,801 RSF  
<sup>3</sup>Storage Space rent calculation: \$12.00 per RSF multiplied by 270 RSF

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 21,567 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 PARAGRAPH 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), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

INITIALS: KW LESSOR & MP 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. THIS PARAGRAPH WAS INTENTIONALLY DELETED

5.) Lease Section 1.04 is deleted in its entirety and replaced with the following:

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

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 \$23,165.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED]	adjusted 1 <sup>st</sup> Month's Rent.*
Month 2 Rental Payment \$23,165.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED]	adjusted 2 <sup>nd</sup> Month's Rent.*
Month 3 Rental Payment \$23,165.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED]	adjusted 3 <sup>rd</sup> Month's Rent.*
Month 4 Rental Payment \$23,165.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED]	adjusted 4 <sup>th</sup> Month's Rent.*
Month 5 Rental Payment \$23,165.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED]	adjusted 5 <sup>th</sup> Month's Rent.*
Month 6 Rental Payment \$23,165.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED]	adjusted 6 <sup>th</sup> Month's Rent.*
Month 7 Rental Payment \$23,165.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED]	adjusted 7 <sup>th</sup> Month's Rent.*
Month 8 Rental Payment \$23,165.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED]	adjusted 8 <sup>th</sup> Month's Rent.*
Month 9 Rental Payment \$23,165.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED]	adjusted 9 <sup>th</sup> Month's Rent.*
Month 10 Rental Payment \$23,165.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED]	adjusted 10 <sup>th</sup> Month's Rent.*
Month 11 Rental Payment \$23,165.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED]	adjusted 11 <sup>th</sup> Month's Rent.*
Month 12 Rental Payment \$23,165.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED]	adjusted 12 <sup>th</sup> Month's Rent.*

\*Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

6.) Lease Section 1.07 is deleted in its entirety and replaced with the following:

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)**

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	3	A
PARKING PLAN(S)	1	B
SECURITY REQUIREMENTS	6	C
GSA FORM 3517B GENERAL CLAUSES	47	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	E
SMALL BUSINESS SUBCONTRACTING PLAN	18	F

7.) Lease Section 1.11 is deleted in its entirety and replaced with the following:

**1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 2.42 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 24,801 RSF by the total Building space of 1,024,627 RSF.

INITIALS: kw LESSOR & mpd GOV'T

8.) Lease Section 1.13 is deleted in its entirety and replaced with the following:

**1.13 OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$4.59 per RSF (\$113,823.84/annum).

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

INITIALS: Kw & CPJ  
LESSOR GOVT