

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LTX17363
ADDRESS OF PREMISES: 7501 ESTERS BOULEVARD IRVING, TX 75063	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between **Operating Engineers Funds, Inc.**, as custodian for **Operating Engineers Pension Trust**,

whose address is: **100 East Corson Street
Pasadena, CA 91103**

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

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

- 1.) Establish the Commencement Date of the lease rental payments; and
- 2.) Establish the square footages of the leased space; and
- 3.) Provide the annual rental amounts; and
- 4.) Establish the Governments Percentage of Occupancy; and
- 5.) Establish the reduction amount for vacant space; and
- 6.) Establish the Base for the Operating Cost adjustment; and
- 7.) Establish the Common Area Factor; and
- 8.) To state the Broker Commission and the Commission Credit; and
- 9.) All other terms and conditions are in full force and effect.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 1, 2015 as follows:

See Attached

This Lease Amendment contains 2 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of t

FOR THE LESSOR:

Signature: _____
Name: _____
Title: _____
By _____
Entity Name: Washington Capital Management Inc.
Its: Attorney in fact
Date: 3/19/15

FOR

Signature: _____
Name: _____
Title: _____
GSA, Public Buildings Service
819 Taylor St., Room 11B
Fort Worth, TX 76102
Date: 5.20.15

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: Asset Mgr
Date: 3/19/15

1.) The Government accepts the space. The Commencement Date of the rental shall be June 1, 2015 and shall expire on May 31, 2025, subject to the termination rights set forth in the lease.

2.) The leased premise square footage shall be 26,772 Rentable Square Feet (RSF) yielding 24,823 ANSI/BOMA Office Area (ABOA).

3.) The Government shall pay the Lessor annual rent as follows:

Firm Term: From June 1, 2015 through May 31, 2020, the total annual rental shall be \$528,686.44 at the rate of \$44,057.20 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$395,422.44, annual Operating Costs of \$133,264.00, plus annual Operating Cost Adjustments beginning effective as of June 1, 2016.

Non-firm Term: From June 1, 2020 through May 31, 2025, the total annual rent shall be \$562,212.00 at the rate of \$46,851.00 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$428,948.00 and annual Operating costs of \$133,264.00, plus annual Operating Cost Adjustments.

There is no Tenant Improvement or Building Specific Amortized Capital (BSAC) costs included in this lease rate.

4.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 26.55346% (26,772 RSF / 100,823 RSF) and the new Base Year for taxes shall be the taxes in the year of 2016.

5.) The Government's Adjustment for Vacant Space prior to the expiration of the firm term of the Lease shall be a reduction of \$1.50 per ABOA.

6.) In accordance with the lease paragraph 1.13 entitled "Operating Cost Base," the escalation base shall be \$133,264.00 (26,772 RSF X \$4.9777379). Annual Operating Adjustments shall not start until June 1, 2016.

7.) In accordance with the lease paragraph 1.01, subparagraph B entitled "Common Area Factor," the Common Area Factor shall be 7.8516% (26,772 RSF / 24,823 ABOA).

8.) A. SAVILLS STUDLEY, INC. (f/k/a 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 full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$44,057.20 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$44,057.20 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$44,057.20 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 3rd Month's Rent.*

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

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

INITIALS: TS LESSOR & [Signature] GOV'T