

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LTX17218
ADDRESS OF PREMISES 700 North Pearl Street, Dallas, TX 75201-7824	PDN Number: N/A

THIS AMENDMENT is made and entered into between POTA JV, LLC

whose address is: 600 North Pearl Street, Suite 202, Dallas, TX 75201-2854

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) To accept the tenant improvements as completed and;
- 2) Establish the Commencement Date of the lease rental payments and;
- 3) Provide the annual rental amounts and;
- 4) Provide the broker commission and commission credit; and
- 5) Add Exhibit H, GSA Form 1204, Condition Survey Report; and
- 6) Provide for cleaning during normal hours of operation; and
- 7) Terminate Lease Number GS-07B-15381

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 February 27, 2014, as follows:

See Attached

This Lease Amendment contains ^{4 ps} 3 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.

POTA JV, LLC,
Delaware limited liability company
by: POTA Manager, LLC, a Texas limited liability company, its Manager
Gateway Vanguard LLC, a California limited liability company, its member

FOR THE G

Signature: _____
Name: _____
Title: ATTORNEY IN FACT
Entity Name: POTA JV, LLC
Date: 4-15-14

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 5/6/2014

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: ASSET MANAGER
Date: 4-15-14

1) The tenant improvements have been *substantially* completed and the government accepts the leased space on February 27, 2014. The Lessor and the Government agree that the requirements specifically identified in Exhibit H, attached hereto and made a part hereof, of this lease have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 30 calendar days of the Government's acceptance of the space for occupancy. Within 7 calendar days of the completion date for the Lessor to cure the deficiencies in Exhibit H of this lease, 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) Page 1 (Title Page), the first paragraph under "LEASE TERM" is hereby deleted in its entirety and replaced with the following:

"To Have and To Hold the said Premises with its appurtenances for the term beginning upon February 27, 2014, and continuing for a period of

Ten (10) Years, Five (5) Years Firm,

subject to termination and renewal rights as may be hereinafter set forth."

3) Lease Paragraph 1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012) is hereby deleted in its entirety and replaced with the following:

"1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	Firm Term (Months 1-3) February 27, 2014, Through May 26, 2014	Firm Term (Months 4-60) May 27, 2014, Through February 26, 2019	Non-Firm Term (Months 61-120) February 27, 2019, Through February 26, 2024
	Annual Rent	Annual Rent	Annual Rent
Shell Rent ¹	\$0.00	\$77,567.25	\$100,552.34
Tenant Improvements rent ²	\$0.00	\$6,905.18	\$0.00
Operating Costs ³	\$0.00	\$59,737.16	\$59,737.16
Building Specific Amortized Capital ⁴	\$0.00	\$0.00	\$0.00
Parking ⁵	\$0.00	\$0.00	\$0.00
Total Annual Rent	\$0.00	\$144,209.59	\$160,289.50

¹ INTENTIONALLY DELETED

² The Tenant Improvement Allowance of \$27,212.95 (\$28,379.40 TIA less \$1,166.45 credit) is amortized at a rate of 8.0 percent per annum over 4.75 years (57 months).

³ The Operating Costs base is \$59,737.16 and shall be adjusted annually in accordance with Paragraph 2.09 OPERATING COSTS ADJUSTMENT (JUN 2012).

⁴ INTENTIONALLY DELETED

⁵ INTENTIONALLY DELETED

In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. INTENTIONALLY DELETED

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. 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.

INITIALS: JW Lom & AS
LESSOR & GOVT

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). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

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. INTENTIONALLY DELETED"

4) Paragraph 1.04 of the Lease is deleted in its entirety and replaced with the following:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)



A. **CBRE, 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 **CBRE, Inc.** with the remaining ██████████, 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 June 2014 rental payment and continue until the credit has been fully recaptured in equal monthly instalments 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 June 2014 rental payment and continue as indicated in this schedule for adjusted Monthly Rent:

June 2014 Rental Payment \$12,017.47 minus prorated Commission Credit of ██████████ equals ██████████ adjusted 4th Month's Full Rent.

July 2014 Rental Payment \$12,017.47 minus prorated Commission Credit of ██████████ equals ██████████ adjusted 5th Month's Full Rent.

August 2014 Rental Payment \$12,017.47 minus prorated Commission Credit of ██████████ equals ██████████ adjusted 6th Month's Full Rent."

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LESSOR & GOV'T

5) Paragraph 1.07 of the Lease is deleted in its entirety and replaced with the following:

"1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

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

DOCUMENT NAME	No. OF PAGES	EXHIBIT
LEGAL DESCRIPTION	4	A
[REDACTED] DALLAS, TX SCOPE OF WORK	2	B
[REDACTED] 700 N. PEARL STREET, SUITE 525, DALLAS, TX SECURITY PLAN	1	C
SECURITY REQUIREMENTS FOR LEVEL I	4	D
GSA FORM 3517B GENERAL CLAUSES	46	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	F
FLOOR PLAN(S)	1	G
GSA Form 1204, Condition Survey Report	2	H

6) Paragraph 6.01 of the Lease is deleted in its entirety and replaced with the following:

"6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as 7:00 AM to 6:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance."

7) Lease Number GS-07B-15381 is hereby terminated effective February 26, 2014. No rental shall accrue after this date for Lease Number GS-07B-15381.

INITIALS: gw & [Signature]
 LESSOR & GOV'T