

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-07P-LTX17455
ADDRESS OF PREMISES 1999 Bryan Street Dallas, TX 75201	PDN Number: PS0038828

THIS AMENDMENT is made and entered into between **FPG-DMT Harwood, LP**

whose address is: 1999 Bryan Street, 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 to:

1. Provide a Notice to Proceed on the Tenant and Security Improvements to be constructed; and
2. Establish the total Tenant Improvements (TIs) and Security Improvements costs; and
3. Establish the amortization of TIs and Building Specific Amortized Capital (BSAC) allowances, rates, and term; and
4. Provide the instructions for payment of the TI and BSAC costs; and
5. All other terms and conditions of the lease shall remain in full force and effect.


NOW THEREFORE, these parties for consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by both parties, as follows:

This Lease Amendment contains 4 pages including Exhibit A-LA#3 (1 page).


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:

Signature: 
 Name: Jonathan Lohdau
 Title: CEO, FPG's Property Group
 Entity Name: FPG - DMT Harwood, LP
 Date: 08.18.2017

FOR THE GOVERNMENT:

Signature: 
 Name: Kristine Deltorto
 Title: Lease Contracting Officer
GSA, Public Buildings Service, Leasing Division
 Date: 08/21/17

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Peter Padachy
 Title: Director
 Date: 08.18.2017

- 1) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this as a Notice to Proceed on the TI and Security Improvements construction per the Construction Drawings created by Entos Design, dated March 15, 2017, consisting of 26 pages, at 1999 Bryan Street, Dallas, Texas 75201, and per the Lease requirements.

The cost of the TI and Security Improvements pricing is described in the attached Exhibit "A" (TICS Summary) consisting of one (1) page which prices the total scope of work including Security Improvements (which is part of BSAC) for the Leased space. The anticipated date of completion and acceptance by the Government is 120 working days effective the date of this NTP Lease Amendment.

This Lease Amendment (LA) does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings dated March 15, 2017.

Any changes to the CDs or lease requirements which result in any financial, conditional, and/or term change to the Lease, of any type, must be approved in writing and in advance of any resulting work performed, by the GSA Contracting Officer.

- 2) The Government and the Lessor agree that the total cost of the TIs and Security Improvements paid for by the Government is \$1,058,372.68. The total cost consists of \$986,711.81 for TIs and \$71,660.87 for Security Improvements. The total costs of the improvements includes all fees including but not limited to the Architect/Engineering and Lessor's Project Management Fees, general and administrative costs, profit, overhead, and any and all other fees associated with the completion of the construction of the improvements by the anticipated date of completion noted above in paragraph 1.
- 3) The Government and the Lessor have agreed in the Lease Agreement that the Tenant Improvement Allowance (TIA) is \$766,961.34 and the BSAC Allowance is \$494,250.00. The Government retains the right to buy-down a portion of the TI and/or BSAC Allowance(s).

A portion of the total TI costs, in the amount of \$766,961.34, shall be amortized over the first ten (10) year firm term of the lease agreement at an interest rate of 7.0% paid monthly in arrears as part of the rental payment upon the completion and acceptance by the Government.

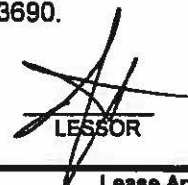

A portion of the total BSAC costs, in the amount of \$494,250.00, shall be amortized over the first ten (10) year firm term of the lease agreement at an interest rate of 7.0% paid monthly in arrears as part of the rental payment upon the completion and acceptance by the Government.

- 4) The Government shall pay for the total TI and Security cost of \$1,058,372.68 by amortizing the TIA amount of \$766,961.34 and amortizing the BSAC amount of \$71,660.87 in the rent. The remaining balance of the total cost of the TIs and Security Improvements is \$219,750.47 (TI total cost of \$986,711.81 - TI allowance of \$766,961.34) and shall be paid by a lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements and the BSAC necessary to finish the interior of the leased space.

Upon completion the TIs and Security Improvements and the acceptance of the Leased space by the Government, a subsequent space acceptance lease amendment with the exact amount of lump-sum payment, will be delivered for signature to the Lessor. The subsequent space acceptance lease amendment shall include the terms and amounts of the scheduled total rent, including the breakdown of the annual Shell Rent amount, annual Operating Cost amount, annual amortized TI and BSAC amounts, and the amount of the total lump-sum payment to the Lessor. Upon receiving a fully executed space acceptance LA, Lessor may then submit for the lump-sum payment.

The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named 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 PS0038828 and shall be sent electronically to the GSA Finance Website at <http://finance.ocfo.gsa.gov>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 800-676-3690.

INITIALS:

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LESSOR & GOVT

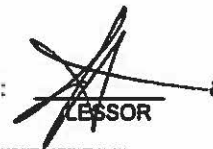
If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

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 Lease Contracting Officer at the following email address: kristine.deltorto@gsa.gov.

5) All other terms and conditions of this Lease shall remain in full force and effect.

INITIALS:


LESSOR

&


GOVT