

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	<b>LEASE AMENDMENT No. 6</b>
<b>LEASE AMENDMENT</b>  <b>ADDRESS OF PREMISES</b>  1999 Bryan Street Dallas, TX 75201	<b>TO LEASE NO. GS-07P-LTX17455</b>  <b>PDN Number:</b>  <b>PS0038828</b>

**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:

- 1.) To accept the Tenant Improvements (TIs) as substantially complete; and
- 2.) To establish the commencement date of the lease rental payments; and
- 3.) To document the amount of area leased by the Government; and
- 4.) To document the common area factor; and
- 5.) To establish the annual rental amounts; and
- 6.) To establish the method of payment of the total Tenant Improvement (TI) and Building Specific Amortized Capital (BSAC) costs; and
- 7.) To document the percentage of occupancy; and
- 8.) To document the Base Cost of Services; and
- 9.) To establish parking in the lease; and
- 10.) To document the Broker Commission and the Commission Credit; and
- 11.) All other terms and conditions of this 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 the Government, as follows:

This Lease Amendment contains 46 pages including Exhibit A-LA#6 (42 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:**

Signature:

Name:

Title:

Entity Name:

Date:

[Redacted Signature]  
 [Redacted Name]  
 [Redacted Title]  
 FPG - DMT Harwood, LP  
 3/13/18

**FOR THE GOVERNMENT:**

Signature:

Name:

Title:

Date:

[Redacted Signature]  
 Kristine Deltorto  
 Lease Contracting Officer  
 GSA, Public Buildings Service, Leasing Division  
 3/19/18

**WITNESSED FOR THE LESSOR BY:**

Signature:

Name:

Title:

Date:

[Redacted Signature]  
 Andrew Loftedo  
 Head of Asset Management  
 3/14/2018

- 1) The Tenant Improvements (TIs) have been substantially completed and the Government accepts the leased space on March 6, 2018. The Lessor and the Government agree that the requirements specifically identified in the GSA Form 1204 – Condition Survey Report; which is depicted in the attached Exhibit "A", have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies by March 13, 2018. Within 5 days of the completion date for the Lessor to cure the deficiencies in Exhibit "A" of this Lease Amendment, 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) The Commencement Date of the rental shall be March 6, 2018, and shall expire on March 5, 2033, subject to the termination rights set forth in the Lease.
- 3) The total square footage of the leased premises is established as 22,913 rentable square feet (RSF), yielding 19,770 ANSI/BOMA (ABOA) square feet (SF) of office and related space located on the 23<sup>rd</sup> floor of the Building.
- 4) The Common Area Factor (CAF) is established as 16%  $[(22,913 \text{ RSF} / 19,770 \text{ ABOA}) \times 100]$ .
- 5) The Government shall pay the Lessor annual rent as follows:

From March 6, 2018, through March 5, 2028, the total annual rental shall be \$678,556.76 at the rate of \$56,546.40 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$420,294.12, annual Operating Costs of \$141,417.27 plus annual CPI adjustments, Tenant Improvement Costs of \$106,860.85, and Building Specific Amortized Capital (BSAC) of \$9,984.52.

From March 6, 2028, through March 5, 2033, the total annual rental shall be \$639,775.02 at the rate of \$53,314.59 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$498,357.75, and annual Operating Costs of \$141,417.27, plus annual CPI adjustments as stated in the Lease.

- 6) The Government and the Lessor have agreed that the total cost of the TIs is \$1,089,538.45 (\$1,017,877.58 Total TI + \$71,660.87 BSAC) including all approved change orders. The TI, change orders and BSAC costs include all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TIs and BSAC.

The Tenant Improvement Allowance per the Lease Agreement is \$766,961.34 and the Tenant Specific Security Allowance is \$71,660.87.

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.

The total BSAC costs, in the amount of \$71,660.87, 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. The Government retains the right to buy-down all or a portion of the BSAC Allowance.

The Government shall pay for the total TI and BSAC cost by amortizing in the rent a total cost of \$838,622.21. All or a portion of the remaining balance of \$250,916.24 [\$1,089,538.45 (Total TI and BSAC Cost) – \$766,961.34 (TI amortized) – \$71,660.87 (BSAC amount amortized) = \$250,916.24] may be paid by a lump-sum payment.

The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall

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reference the number PS0038936 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 800-676-3690.

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 Contracting Officer at the following address:

General Services Administration  
ATTN: Kristine Deltorto  
Kristine.deltorto@gsa.gov  
819 Taylor St, Room 11A  
Fort Worth, Texas 76102-6144

- 7) The percentage of occupancy for Real Estate Tax purposes is established as 3.165% [22,913 RSF / 723,963 total building RSF x 100].
- 8) For the purposes of Consumer Price Index adjustments as provided in the lease agreement the Base Cost of Services is established as \$141,417.27/annum.
- 9) The number of parking spaces assigned to this Lease shall be 2 structured/inside parking spaces reserved for the exclusive use of the Government.
- 10) DTZ Americas, Inc. d/b/a Cushman & Wakefield U.S., Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is \$271,422.71 and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only \$156,068.06 of the Commission will be payable to DTZ Americas, Inc. d/b/a Cushman & Wakefield U.S., Inc. with the remaining \$115,354.65, 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 full 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 month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$56,546.40 minus prorated commission credit of \$28,838.66 equals \$27,707.74 adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment \$56,546.40 minus prorated commission credit of \$28,838.66 equals \$27,707.74 adjusted 2<sup>nd</sup> Month's Rent.\*

Month 3 Rental Payment \$56,546.40 minus prorated commission credit of \$28,838.66 equals \$27,707.74 adjusted 3<sup>rd</sup> Month's Rent.\*

Month 4 Rental Payment \$56,546.40 minus prorated commission credit of \$28,838.67 equals \$27,707.73 adjusted 4<sup>th</sup> Month's Rent.\*

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

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

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