

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
LEASE AMENDMENT	TO LEASE NO. GS-07P-LTX17455
ADDRESS OF PREMISES 1999 Bryan Street Dallas, TX 75201	PDN Number: N/A

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. To state the authority to expand the leased Premises;
2. To state the expansion square footage;
3. To modify the square footages of the leased space;
4. To modify the rental schedule;
5. To modify the Broker Commission and Commission Credit;
6. To state the Tenant Improvement Allowance;
7. To modify the Percentage of Occupancy
8. To modify the Operating Cost Base;
9. Incorporate Waiver of Liability.

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:

1. The Government seeks to expand the leased Premises pursuant to Paragraph 30 "Changes" of the GSA Form 3517B,

This Lease Amendment contains 5 pages including Exhibit A-LA#2 (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: [Redacted]

Name: Jonathan Lindau

Title: CEO, Fortis Property Group

Entity Name: FPG - DMT Harwood, LP

Date: 03.17.16

FOR THE GOVERNMENT:

Signature: [Redacted]

Name: Kristine DeLorto

Title: Lease Contracting Officer

GSA, Public Buildings Service, Leasing Division

Date: 5/4/16

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]

Name: Rene Padachy

Title: Senior Leasing Agent

Date: 03.17.16

2. THE EXPANSION SPACE

The Government and the Lessor agree to expand the Lease premises by approximately 2,107 RSF / 1,850 ABOA. The Annual Rent for the Expansion Space for years 1-10 shall be in the amount of \$68,107.16, to include an increase of \$38,648.78 in the Shell Rent, an increase of \$13,004.25 in the Operating Cost, an increase of \$10,010.11 in Tenant Improvements, and an increase of \$6,444.02 in the BSAC. For years 11-15 the Annual Rent for the Expansion Space shall be in the amount of \$58,831.50, to include an increase of \$45,827.25 in the Shell Rent, an increase of \$13,004.25 in the Operating Cost, an increase of \$0.00 in the Tenant Improvements, and an increase of \$0.00 in the BSAC. The Annual Rent is subject to adjustment based on mutual measurement of the space.

3. Paragraph 1.01 of the Lease shall be deleted in its entirety and replaced with the following:

"1.01 THE PREMISES (JUN 2012)

- A. Office and Related Space: 22,913 rentable square feet (RSF), yielding 19,770 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 23rd floor, as depicted on the floor plan(s) attached hereto as Exhibit A-LA#2.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 16.1 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. Paragraph 1.03 of the Lease shall be deleted in its entirety and replaced with the following:

"1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)

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

	FIRM TERM YEARS 1 - 10	NON FIRM TERM YEARS 11 - 15
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$420,294.12	\$498,357.75
TENANT IMPROVEMENT RENT ¹	\$106,860.85	\$0.00
OPERATING COSTS	\$141,417.27	\$141,417.27
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ²	\$68,863.94	\$0.00
PARKING	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$737,436.18	\$639,775.02

¹The Tenant Improvement Allowance of \$766,961.34 is amortized at a rate of 7.0 percent per annum over 10 years.

²Building Specific Amortized Capital (BSAC) of \$494,250.00 are amortized at a rate of 7.0 percent per annum over 10 years.

In instances where the Lessor amortizes either the TI or BSAC 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. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 19,770 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) costs to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- 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 the 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.

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G. Lessor shall provide the Government, in exchange for the payment of rental and other special 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, 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, modification, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

5. Paragraph 1.04 of the Lease shall be deleted in its entirety and replaced with the following:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

- A. DTZ Americas, Inc. dba Cushman & Wakefield ("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 DTZ Americas, Inc., dba Cushman & Wakefield 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 the 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 \$61,453.02 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$61,453.02 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$61,453.02 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

Month 4 Rental Payment \$61,453.02 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.*

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

6. Paragraph 1.08 of the Lease is hereby restated:

"1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$38.7942 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 6.0 percent."

7. Paragraph 1.13 of the Lease is hereby deleted in its entirety and replaced with the following:

"1.13 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 3.165 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 22,913 RSF by the total Building space of 723,963 RSF."

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8. Paragraph 1.15 of the Lease is hereby deleted in its entirety and replaced with the following:

"1.15 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 \$141,417.27/annum."

9. Neither the Government nor the Lessor will be held liable for delays in delivering complete DID/CDs as a result of the changes.

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