

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>3</u>
	TO LEASE NO. GS-07P-LTX17214
ADDRESS OF PREMISES Bank of America Tower Plano 101 E. Park Blvd. Plano, Texas 75074-5483	PDN Number: PS0036498

THIS AMENDMENT is made and entered into between
Boxer F2, LP

whose address is: 720 N. Post Oak Road
 Suite 500
 Houston, TX 77024

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 expansion of lease space; and
2. Establish the total annual rental rate; and
3. Restate the percentage of Government occupancy; and
4. Restate the Operating Base Cost; and
5. Establish expansion space termination rights; and
6. Issue notice to proceed with the tenant improvements (Tis), and
7. To provide for the payment of the Tenant Improvements; and
8. All other terms and conditions shall remain in full force and effect.

This Lease Amendment contains (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.

FOR THE LESSOR

B
 [Redacted Signature]
 Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____

Date: 12/7/16

FOR THE

[Redacted Signature]

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,

Date: 12/12/16

WITNESSED FOR THE LESSOR BY

[Redacted Signature]

Signature: _____
 Name: John Lee
 Title: V.P.
 Date: 12/7/16

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 upon execution of this Lease Amendment as follows:

1. The Lessor and Government have agreed to increase the amount of leased space by 1,406 Rentable Square Feet (RSF) yielding 1,128 ANSI/BOMA Office Area (ABOA). The total square footages of the leased premise shall change from 17,347 RSF and 14,701 ABOA to 18,753 RSF and 15,829 ABOA. Upon the completion of all Tenant Improvements and the acceptance of the space by the Government a subsequent Acceptance Lease Amendment will memorialized the commencement date of the rent, provide rental schedules, and other terms and conditions modified by this amendment. The total number of parking spaces will increase from 55 to 57. This includes three (3) structured parking spaces and fifty-four (54) surface parking spaces at no cost to the Government.
2. From the Acceptance Date of the Tenant Improvements by the Government on the "Expansion Area" through August 17, 2022 the total annual rental shall be \$413,600.00 at the rate of \$34,466.67 paid monthly in arrears. The total annual rent consists of Shell Rent of \$284,295.48, annual Operating Costs of \$113,268.12 plus annual CPI adjustments, and annual Tenant Improvement cost of \$16,036.40.

From August 18, 2022 through August 17, 2025 the total annual rental shall be \$469,859.00 at the rate of \$39,154.92 paid monthly in arrears. The total annual rent consists of Shell Rent of \$340,554.48, annual Operating Costs of \$113,268.12 plus annual CPI adjustments, and annual Tenant Improvement cost of \$16,036.40.

From August 18, 2025 through August 17, 2030 the total annual rental shall be \$490,578.48 at the rate of \$40,881.54 paid monthly in arrears. The total annual rent consists of Shell Rent of \$377,310.36, annual Operating Costs of \$113,268.12 plus annual CPI adjustments.

3. Upon acceptance of expansion space, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 8.33 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 18,753 RSF by the total Building space of 225,030 RSF.
4. In Accordance with GS Form L202 paragraph 1.13 entitled Operating Cost Base, the parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor base rate for operating costs shall be \$6.02 per RSF (\$113,268.12/annum).
5. The Government may terminate this lease in whole or in part at any time on or after August 17, 2025 by giving at least sixty (60) days' notice in writing to the Lessor, No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
6. Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed with construction of the Tenant Improvements for the expansion space, which are depicted in Design and Scope of Work Exhibit A. The total cost of the TI's shall not exceed \$16,937.61 The anticipated date of substantial completion of the Tis and acceptance by the Government is on or before 45 calendar days from the date of execution of this Lease Amendment. The Lessor shall provide all the materials, labor, and services required to provide for the completion of the TI's.
7. Upon completion, inspection, and acceptance of the work by the authorized GSA representative, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$16,937.61 upon receipt of an original invoice. 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 PS0036498 and shall be sent electronically to the GSA finance Website at <http://www.finance.gsas.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

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

General Services Administration

INITIALS:  LESSOR &  GOVT

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 Project Manager electronically at Robert.Garcia@gsa.gov or the invoice may be mailed to the following address:

General Services Administration
ATTN: Robert Garcia
819 Taylor St, (11A-1)
Fort Worth, Texas 76102

You must not perform any alterations nor install any lump sum items not approved in writing by the Contracting Officer. This includes any additional items which are not covered by this lease and for which an award has not specifically been made. Failure to adhere to these instructions could result in lengthy delays in payment of invoices for such work.

8. All other terms and conditions of the Lease Agreement shall remain in full force and effect.

INITIALS: AB & DG
LESSOR GOVT