

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT NO. 1</b>	<b>DATE</b> <u>9/14/2018</u>
	<b>TO LEASE NO. GS-07P-LTX00131</b>	

ADDRESS OF PREMISES SOUTH PARK BLDG. G  
1821 Directors Blvd  
Austin, TX 78744-1839

THIS AGREEMENT, made and entered into this date by and between

**BOYD AUSTIN V, LLC**, a Delaware limited liability company

whose address is  
c/o Boyd Watterson Asset Management, LLC  
One North Wacker Drive, Suite 4025  
Chicago, IL 60606

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 reflect a Change of Ownership/Payee.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective 9/14/2018 as follows:

1. The preamble of the Lease is hereby amended to state that the Lessor is **BOYD AUSTIN V, LLC**, (Lessor), who principal place of business is c/o Boyd Watterson Asset Management, LLC One North Wacker Drive, Suite 4025, Chicago, IL 60606.
2. By virtue of a SPECIAL WARRANTY DEED executed by the parties of interest and recorded on 04/03/2018, Document ID 2018049883 Volume 2501, Page 33 Deed Records, (As to Tracts 1, 2, 3 and 4).
3. The Lessor's; DUNS Number is: 081170118
4. Lessor shall update any new payee information as per lease contract section 1.03(C). Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor.

Novation Agreement are attached hereto and made a part of this Lease Amendment No 1.

This LA 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: **BOYD AUSTIN V, LLC**

Signature: \_\_\_\_\_  
Name: Kristen Franke  
Title: Authorized Signatory  
Date: 8/16/2018

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
Name: Tamara Mason-Casby  
Title: Lease Contracting Officer  
GSA, PBS Office of Leasing  
Lease Contract Administration Zone 2  
Date: 9/14/2018

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
Name: Brian R. Orr  
Title: Authorized Signatory  
Entity Name: Boyd Austin V, LLC  
Date: 8/16/2018

NOVATION AGREEMENT

The HP-SOUTHPARK, L.P, a Texas limited partnership and CREEKWOOD RESOURCES, L.P, a Texas limited partnership (Transferor) duly organized and existing under the laws of Texas with its principal office in Texas; the BOYD AUSTIN V, LLC, a (Transferee), a Delaware limited liability company duly organized and existing under the laws of Texas with its principal office in Texas; and the United States of America (Government) enter into this Agreement as of 04/03/2018.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the General Services Administration, has entered into that certain lease with the Transferor, namely GS-07P-LTX00131. The term "Lease," as used in this Agreement, means the above described lease, including all modifications, made between the Government and the Transferor or its predecessor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under the Lease). Included in the term "Lease" are also all modifications made under the terms and conditions of the Lease between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of 04/03/18, the Transferor has transferred to the Transferee all the assets of the Transferor involved in performing its obligations under the Lease by virtue of a SPECIAL WARRANTY DEED between the Transferor and the Transferee.

(3) The Transferee has acquired all the assets of the Transferor involved in performing the Lease by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the Lease by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the Lease.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the Lease.

(7) Evidence of the above transfer has been filed with the Government.

(8) Transferor and Transferee represent that the transfer has been properly effected and agree that the Government may rely on this representation.

(9) Transferee will abide by Clause 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, contained within the Lease.

(b) In consideration of these facts, the parties agree that by this Agreement—

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease.

(2) The Transferee agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Lease as if the Transferee were the original party to the Lease.

(3) The Transferee is bound by all previous actions taken by the Transferor with respect to the Lease, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Lease. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Lease as if the Transferee were the original party to the Lease. Following the effective date of this Agreement, the term "Lessor," as used in the Lease, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Lease, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement

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would have been obligated to pay or reimburse under the terms of the Lease.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee—

- (i) Assumes under this Agreement; or
- (ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications

(9) The Lease shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA,

By [Redacted]

Title Contracting Officer

By [Redacted] HP-SOUTHPARK, LP and CREEKWOOD RESOURCES, LP - TRANSFEROR

Title PRESIDENT

By [Redacted] BOYD AUSTIN V, LLC - TRANSFEREE

Title Authorized Signatory

CERTIFICATE - TRANSFEROR

I, JEFFREY A. HANACK, certify that I am the Secretary of HP-Southpark that JEFFREY A. HANACK who signed this Agreement for this Partnership, was then PRESIDENT of this LP; and that this Agreement was duly signed for and on behalf of this LP by authority of its governing body and within the scope of its \_\_\_\_\_ powers. Witness my hand and the seal of this 18th this day of August, 2018.

By [Redacted]

CERTIFICATE - TRANSFEREE

I, Brian Orr, certify that I am the Secretary of Boyd Austin V, LLC that Kristen Franke who signed this Agreement for this LLC, was then Authorized Signatory of this LLC; and that this Agreement was duly signed for and on behalf of this LLC by authority of its governing body and within the scope of its \_\_\_\_\_ powers. Witness my hand and the seal of this 11th this day of August, 2018.

By [Redacted]

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