

<b>GENERAL SERVICES ADMINISTRATION</b>  PUBLIC BUILDINGS SERVICE  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL AGREEMENT</b> NO. <del>X</del> 1 <i>Q</i> <i>PR</i>	DATE: <i>8/2/12</i>	
TO LEASE NO. GS-07B-17045			
ADDRESS OF PREMISES 3890 W. Northwest Hwy. Dallas, TX 75220			
THIS AGREEMENT, made and entered into this date by and between BT Owner LP whose address is 1251 Avenue Of The Americas, Suite 910 New York, NY 10020-0072 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>June 27, 2012</u> as follows:			
1. Page 1 of the Lease Agreement ownership name and address are amended to reflect the following change: The lease is made and entered between BT Owner LP ("the Lessor"), whose principal place of business is 1251 Avenue Of The America's, Suite 910, NY, NY 10020-0072.			
2. Paragraph 1.03 of the Lease agreement is amended to reflect the following change:			
A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:			
	Months 1-6	Months 7-66	Months 67-126
	Annual Rent	Annual Rent	Annual Rent
Shell Rent	\$120,874.86	\$157,302.90	\$190,879.25
Tenant Improvements rent <sup>1</sup>	\$0	\$0	\$0
Operating Costs	\$54,129.99	\$56,021.91	\$56,021.91
Building Specific Security <sup>2</sup>	\$0	\$0	\$0
<b>Total Annual Rent</b>	<b>\$175,004.85</b>	<b>\$213,324.81</b>	<b>\$246,901.16</b>
B. 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.			
C. 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.			
D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:			
1. The leasehold interest in the Property described in "Paragraph 1.01 The Premises" created herein;			
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, inspection fees, and similar such fees, and all related expenses;			
3. Performance or satisfaction of all other obligations set forth in this Lease; and			
4. 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, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.			

Lessor *PR* & Government *Q*

3. Paragraph 1.02 of the Lease agreement is amended to reflect the following change:

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: Twenty (20) parking spaces of which eighteen (18) will be random open spaces in the common and not reserved area of the garage, and two (2) existing reserved spaces in the garage as depicted on the plan attached hereto as Exhibit B of which twenty (20) shall be for the exclusive use of the Government, twenty (20) shall be inside garage parking spaces, and 0 shall be surface parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: PT Owner LP

By

BY:

[Redacted Signature]  
(Signature)

Exec. Vice President + Secretary  
(Title)

**CONTRACTING OFFICER**  
(Official Title)

Lease Number GS-07B-17045  
Supplemental Lease Agreement No. 7

Lessor [Redacted] & Government

GSA Form 276 (Jul.67)