

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 5  TO LEASE NO. GS-07P-LTX17455
ADDRESS OF PREMISES  1999 Bryan Street Dallas, TX 75201	PDN Number:  <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 to:

1. Provide a Notice to Proceed on Change Orders #8, #9 and #10; and
2. To change the total cost of the Tenant Improvements (TI) and Building Specific Amortized Capital (BSAC); and
3. To provide for the method of payment of the total Tenant Improvements and Building Specific Amortized Capital; and
4. All other terms and conditions of the 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 21 pages including Exhibit A-LA#5 (18 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:

FOR THE GOVERNMENT:

Signature:

Name:

Title:

Entity Name:

Date:

Jonathan Landau  
CEO  
FPG-DMT Harwood, LP  
2/14/18

Signature:

Name:

Title:

Date:

Kristine DeLorto  
Lease Contracting Officer  
GSA, Public Buildings Service, Leasing Division  
2/21/18

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

Andrew Lotredo  
Head of Asset Management  
2/14/18

- 1) This Lease Amendment is your Notice to Proceed for Change Order #8, Relocate data and electrical for guard station; Change Order #9, Add glass panel at public entrance in reception area; and Change Order #10, Quad and phone board in phone room. The anticipated date of completion for these change orders is on or before February 23, 2018.

CHANGE ORDERS	AMOUNT
#8 – Relocate data and electrical for guard station	
#9 – Add glass panel at public entrance in reception area	
#10 – Quad and phone board in phone room	
Lessor PM Fee – 5%	
<b>Total Change Orders on LA #6</b>	<b>\$6,763.19</b>

- 2) The Government and the lessor have agreed that the total cost of the TIs and BSAC shall change from \$1,082,775.26 to \$1,089,538.45 [\$1,082,775.26 + C/O 8 [REDACTED] + C/O #9 [REDACTED] + C/O #10 [REDACTED] + Lessor PM Fee of 5% \$305.75]. The total TI cost of \$1,089,538.45 includes all fees including but not limited to Architect/Engineering and Lessor's Project Management Fees, general and administrative costs, profit, overhead, and any and all other fees associated with the completion of the TIs on or before the anticipated date of completion.
- 3) The Government shall pay for the total TI and BSAC cost of \$1,089,538.45 by amortizing the TIA amount of \$776,962.34 and amortizing the BSAC amount of \$71,660.87 in the rent. The remaining balance of the total cost of the TIs and Security Improvements is \$250,916.24 (TI cost of \$1,017,877.58 - TI allowance of \$766,962.34) and shall be paid by a lump sum payment upon the completion and acceptance by the Government of the Tenant Improvements and the BSAC necessary to finish the interior of the leased space.

Upon completion the TIs and Security Improvements and the acceptance of the Leased space by the Government, a subsequent space acceptance lease amendment with the exact amount of lump-sum payment, will be delivered for signature to the Lessor. The subsequent space acceptance lease amendment shall include the terms and amounts of the scheduled total rent, including the breakdown of the annual Shell Rent amount, annual Operating Cost amount, annual amortized TI and BSAC amounts, and the amount of the total lump-sum payment to the Lessor. Upon receiving a fully executed space acceptance LA, Lessor may then submit for the lump-sum payment.

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 PS0038828 and shall be sent electronically to the GSA Finance Website at <http://finance.ocfo.gsa.gov>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 800-676-3690.

INITIALS:

  
 LESSOR

&amp;

  
 GOVT

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 Lease Contracting Officer at the following email address: kristine.deltorto@gsa.gov.

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

INITIALS:

  
LESSOR

&

  
GOVT