

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LTX17214
ADDRESS OF PREMISES Bank of America Tower Plano 101 East Park Boulevard Plano, TX 75074	PDN Number: N/A

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 to (i) establish the commencement date of the lease, (ii) establish the square footage of the leased space, (iii) establish the annual rental amounts revised to adjust the Tenant Improvement Allowance and BSAC, (iv) establish the Governments Percentage of Occupancy, (v) establish the Base for the Operating Cost adjustment, (vi) establish the Common Area Factor, (vii) acknowledge the actual cost of the Tenant Improvements has been adjusted, (viii) to revise the Broker Commission and the Commission Credit, and (ix) accept the Tenant Improvements as completed.

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 August 18, 2015 as follows:

- A. The Lease commencement date shall be August 18, 2015 and shall expire on August 17, 2030 subject to the termination rights set forth in the lease in Section 1.05 TERMINATION RIGHTS (AUG 2011).
- B. Effective August 18, 2015, the Government accepts 14,701 ABOA / 17,347 RSF on the fifth floor and known as Suite 500, in accordance with Paragraph "Acceptance of Space (JAN 2011)" of the General Clauses 3517B (REV 03/13).

Continued on Page 2

This Lease Amendment contains 3 pages, plus Exhibit A (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:

BOXER F2, LP

BY: [Redacted] Manager

Signature: [Redacted]
Name: [Redacted]
Title: CEO
Entity Name: Boxer F2, L.P.
Date: 9/4/2015

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: [Redacted]
Title: Lease Contracting Officer
GSA, Public Buildings Service, Leasing Division
Date: 9-10-2015

WITNESSE

Signature: [Redacted]
Name: [Redacted]
Title: senior transition manager
Date: 9/4/2015

C. Paragraph A of Section 1.03 RENT AND OTHER CONSIDERATION (SEP 2012) shall be deleted and replaced with the following:

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

	FIRM TERM YRS 1 - 7 ANNUAL RENT	FIRM TERM YRS 8 - 10 ANNUAL RENT	NON FIRM TERM YRS 11-15 ANNUAL RENT
SHELL RENT ¹	\$262,980.52	\$315,021.52	\$348,994.18 ⁶
TENANT IMPROVEMENTS RENT ²	\$ 16,036.40	\$ 16,036.40	\$0.00
OPERATING COSTS ³	\$ 104,428.94	\$ 104,428.94	\$ 104,428.94
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$ 0.00	\$ 0.00	\$ 0.00
PARKING ⁵	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$383,445.86	\$435,486.86	\$453,423.12

¹Shell rent (Firm Term) calculation: **\$15.16** per RSF multiplied by **17,347** RSF Yrs 1 – 7; **\$18.16** multiplied by **17,347** RSF Yrs 8 – 10; **\$20.12** multiplied by **17,347** RSF Yrs 11 – 15

²The Tenant Improvement Allowance of **\$117,691.84** is amortized at a rate of **6.5** percent per annum over **10** years – this is the total of the TI and the cost of the blast film (\$79,988.76 + \$37,703.08)

³Operating Costs rent calculation: **\$6.02** per RSF multiplied by **17,347** RSF

⁴Building Specific Amortized Capital (BSAC) of **\$0.00** are amortized at a rate of **N/A** percent per annum over **N/A** years

⁵Parking costs described under paragraph 1.03, sub-paragraph E

⁶Rates may be rounded

D. Effective August 18, 2015, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 7.70874 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 17,347 RSF by the total Building space of 225,030 RSF.

E. Effective August 18, 2015, the Operating Cost base shall be \$104,428.94. Operating Costs shall be subject to annual CPI adjustments.

F. Effective August 18, 2015, the Common Area Factor for the lease space shall be 17.9999 percent.

G. Effective August 18, 2015, the Lessor and Government acknowledge that the actual cost to complete the Tenant Improvements was less than originally amortized. The actual cost of \$117,691.84 has been amortized over the firm term of the lease at a rate of 6.5 percent and is included in the rent table.

H. Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011) shall be deleted and replaced with the following:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

SAVILLS STUDLEY, INC. (f/k/a Studley, Inc.) ("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 SAVILLS STUDLEY, INC. with the remaining [REDACTED] 4, 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.

Notwithstanding the "Rent and Other Consideration" paragraph of this 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:

INITIALS:

AT
LESSOR

&

NS
GOVT

First Full Month's Rental Payment \$31,953.82 minus prorated Commission Credit [REDACTED] equals [REDACTED] adjusted First Full Month's Rent.

Second Full Month's Rental Payment \$31,953.82 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Full Month's Rent.



Third Full Month's Rental Payment \$31,953.82 minus prorated Commission Credit [REDACTED] equals [REDACTED] adjusted Third Full Month's Rent.

Fourth Full Month's Rental Payment \$31,953.82 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Full Month's Rent.

Fifth Full Month's Rental Payment \$31,953.82 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Full Month's Rent.

- I. The space is determined to be substantially complete, and the Government accepts the improvements required in the Governments space located in Suite number 500. The Lessor shall complete the items listed on the GSA Form 1204, incorporated into this Lease Amendment as Exhibit A within thirty (30) days.
- J. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this Lease or any extensions, and for alterations completed by either the Government or Lessor including initial build out of the lease space and/or any subsequent modifications required during the Lease period. At the Government's sole discretion, alterations that remain in the leased space after termination of the Lease contract will become property of the Lessor.

End of Lease Amendment No. 1

INITIALS:  & 
LESSOR GOV'T