

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1  TO LEASE NO. GS-07P-LTX17193
ADDRESS OF PREMISES 2201 COLORADO BLVD. DENTON, TX 76205-7523	PDN Number: PS0035299

**THIS AMENDMENT** is made and entered into between

**2201 COLORADO BOULEVARD HOLDINGS LIMITED PARTNERSHIP**

whose address is: 7501 WISCONSIN AVENUE, SUITE 500 WEST  
BETHESDA, MD 20814-6519

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon the full execution of this amendment as follows:


- 1.) To change the Lease number; and
- 2.) To change the term Building Specific Amortized Security in the Lease; and
- 3.) To provide for a Notice to Proceed and provide for an anticipated date of completion; and
- 4.) To provide for the total cost of the Tenant Improvements and Tenant Specific Security; and
- 5.) To restate the Tenant Improvement Allowance and Tenant Specific Security Allowance; and
- 6.) To provide for the method of payment of the total Tenant Improvements and Tenant Specific Security costs; and
- 7.) All other terms and conditions of this lease shall remain in full force and effect.

See Attached

This Lease Amendment contains 3 pages plus Exhibits "A" and "B".

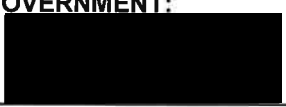
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**


Signature:   
 Name: Alex Killick\*  
 Title: Vice President  
 Entity Name: 2201 Colorado Boulevard Holdings Limited Partnership  
 Date: 06/30/2016

\* Alex Killick, Vice President of CWCAM,  
solely in its capacity as Special Servicer to the Trust

**FOR THE GOVERNMENT:**

Signature:   
 Name: Lindsay Killian  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: 7/8/2016

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: Nadine Headley  
 Title: Portfolio Administrator  
 Date: 06/30/2016

- 1.) The lease number shall be changed from GS-07B-17193 to GS-07P-LTX17193.
- 2.) All references to the term Building Specific Amortized Capital (BSAC) as stated in the Lease is hereby changed to the term Tenant specific Security (TSS).
- 3.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed (NTP) on the alterations required as it relates to the construction and installations depicted in the scope of works provided in the attached Exhibit "A". The anticipated date of completion of all the Tenant Improvements (TI) and Tenant Specific Security (TSS) is ninety (90) working days following the full execution of this Notice to Proceed.
- 4.) The Government and the Lessor have agreed that the total cost of the TIs and TSS shall be **\$763,344.23** which is described in Exhibit "B". The total TIs and TSS costs includes all fees including by not limited to general and administrative costs, project management fees, profit, overhead, and any and all other fees associated with the completion of the TI and TSS on or before the anticipated date of completion.

Any changes to the Construction Drawings which result in a financial, conditional, or term change to the lease agreement, of any type, must be approved, in writing, and in advance of any resulting work performed, by the GSA Contracting Officer.

The TI Allowance per the Lease Agreement is \$285,457.45 and the TSS Allowance is \$68,000.00. The Allowances shall be amortized over the first ten (10) years of the term at an interest rate of 5.00%. The total amount of the TI and TSS Allowance to be amortized is \$353,457.45. The Government retains the right to buy-down all or a portion of the TSS Allowance.

- 5.) The Government shall pay for the total TI and TSS cost by amortizing it in the rent at a total cost of **\$353,457.45**. All or a portion of the remaining balance of the total TIs, **\$409,886.78** [\$763,344.23 (Total TI and TSS Cost) – \$285,457.45 (TI amortized) – \$68,000.00 (TSS amortized) = \$409,886.78] may be paid by a lump-sum payment. If the TSS is paid by lump sum payment, then the amortized portions of the rent shall be adjusted accordingly on a subsequent space Acceptance Lease Amendment.

Upon the completion of the construction and the acceptance of the space by the Government, the subsequent space Acceptance LA, with the exact amount of the lump-sum payment, will be determined by the Government. The Lessor shall be paid for the TIs for the total amount of \$763,344.23 by using a combination of amortized allowance amounts and a lump-sum-payment. The subsequent space Acceptance LA shall include the terms and amounts of the scheduled total rent, including the breakdown of the annual Shell Rent amount, the annual Operating Cost amount (plus CPI adjustments), and the annual amortized TI costs, TSS cost, and the amount of the total lump-sum payment to the Lessor. Lessor may then submit for the lump-sum-payment.

The Lessor agrees that the invoice shall be printed on the same letterhead as the 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 PS0035299** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 800-676-3690.

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

INITIALS:



LESSOR

&amp;



GOVT

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

General Services Administration  
**ATTN: Lindsay Killian**  
819 Taylor St, Room 11B  
Fort Worth, Texas 76102

6.) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:

  
LESSOR

&



GOV'T