

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2  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 accept the Tenant Improvements as substantially complete; and
- 2.) Establish the Commencement Date of the lease rental payments; and
- 3.) Re-state the expiration of the firm term of the lease; and
- 4.) Establish the square footages of the leased space; and
- 5.) Re-state the parking requirements; and
- 6.) Re-state section 1.03 RENT AND OTHER CONSIDERATION Subpart A; and
- 7.) To provide for the payment of the Tenant Improvements; and
- 8.) All other terms and conditions are in full force and effect.

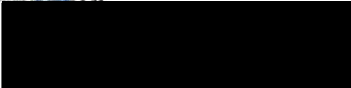
(See next page)


This Lease Amendment contains 4 pages including Exhibit A

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

**FOR THE LESSOR:**

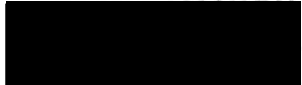
**FOR THE GOVERNMENT:**

Signature:   
 Name: Alex Killick  
 Title: Vice President\*  
 Entity Name: 2201 Colorado Boulevard Holdings Limited Partnership  
 Date: 11/09/2016

Signature:   
 Name: MARY L. HEWSON  
 Title: Lease Contracting Officer  
 Entity Name: GSA, Public Buildings Service  
 Date: 11/16/16

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

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: Nadine Headley  
 Title: Portfolio Administrator  
 Date: 11/09/2016

1.) The tenant improvements have been *substantially* completed and the Government accepts the leased premise on November 7, 2016. The Lessor and the Government agree that the requirements specifically identified in Exhibit "A", of this lease amendment have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 25 calendar days – November 25, 2016. Within 7 calendar days of the completion date for the Lessor to cure the deficiencies in Exhibit "A" of this lease amendment, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.

2.) The Commencement Date of the rental on the demised premise shall be November 7, 2016 and shall expire on November 6, 2026, subject to the termination rights set forth in the lease.

3.) The firm term of the lease expires on November 6, 2021.

4.) The total leased premise square footage shall be 9,513 Rentable Square Feet (RSF) yielding 8,272 ANSI/BOMA Office Area (ABOA).

5.) Parking: 40 general spaces as depicted on the plan of which 0 shall be structured/inside parking spaces, and 40 shall be surface/outside 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.

6.) Section 1.03 RENT AND OTHER COSNIDERATION shall be re-stated as follows:

#### 1.03 RENT AND OTHER CONSIDERATION

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$158,962.23	\$158,962.23
TENANT IMPROVEMENTS RENT <sup>1</sup>	\$36,332.63	\$36,332.63
OPERATING COSTS	\$64,593.27	\$64,593.27
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>2</sup>	\$8,654.95	\$8,654.95
PARKING	\$00.00	\$00.00
<b>TOTAL ANNUAL RENT</b>	<b>\$268,543.08</b>	<b>\$268,543.08</b>

<sup>1</sup> THE TENANT IMPROVEMENT ALLOWANCE OF \$285,457.45 IS AMORTIZED AT A RATE OF 5 PERCENT PER ANNUM OVER 10 YEARS. LESSOR UNDERSTAND THEY WILL ASSUME THE RISK OF ANY UNPAID TI FOR YEARS 6-10

<sup>2</sup> BUILDING SPECIFIC SECURITY COST OF \$68,000 IS AMORTIZED AT A RATE OF 5 PERCENT PER ANNUM OVER 10 YEARS

7.) The Lessor and the Government agree that the total cost of all improvements paid for by the Government is

INITIALS: AK & MA  
LESSOR GOVT



\$763,344.23. The Tenant Improvement Allowance is \$285,457.45 and the BSAC is \$68,000. 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 shall pay for the total TI and BSAC cost of \$763,344.23 by amortizing an amount of \$353,457.45 in the rent monthly for the firm term of the lease and more specifically the first ten (10) years of the lease term, in arrears, at five percent (5.00%) interest rate for the Tenant Improvement Allowance and BSAC. The remaining balance of \$409,886.78 [\$763,344.23 (total cost of TI and BSAC) - \$353,457.45 (TI and BSAC amortized allowances) = \$409,886.78] shall be paid by a lump-sum payment.

After acceptance of the leased premise by the Government, the Lessor may submit for the lump-sum-payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the party named on this lease, shall include the lease number, building address, and a price and quantity of the items delivered. **It 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

The 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: Mary Hewson  
819 Taylor Street, Room 11B  
Fort Worth, Texas 76102

8.) All other terms and conditions of the lease shall remain in full force and effect.

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