

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-07P-LTX17217
ADDRESS OF PREMISES: 1605 LBJ Freeway Farmers Branch, TX 75234-6802	PDN Number: PS0028046

THIS AGREEMENT, made and entered into this date by and between TCI Park West I, Inc.

whose address is: 1605 LBJ Freeway, Suite 300, Farmers Branch, TX 75234-6802

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. Purpose of this Lease Agreement is to accept the Tenant Improvements as substantially complete.

- 1.) To accept the Tenant Improvements as substantially complete; and
- 2.) Establish the Commencement Date of the lease rental payments; and
- 3.) Establish the square footages of the leased space; and
- 4.) Provide the annual rental amounts; and
- 5.) Establish the Government's Percentage of Occupancy; and
- 6.) Establish the reduction amount for vacant space; and
- 7.) Establish the Base for the Operating Cost adjustment; and
- 8.) Establish the Common Area Factor; and
- 9.) To provide for the payment of the Tenant Improvements; and
- 10.) To state the Broker Commission and the Commission Credit; and
- 11.) All other terms and conditions are in full force and effect.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective April 17, 2014, as follows: See Attached

This Lease Amendment contains 3 pages plus Exhibit "A" (16 pages).

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

FOR THE LESSOR



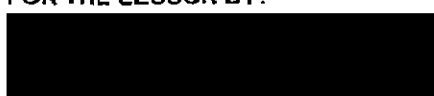
Signature: _____
Name: Scott Porter
Title: Senior Vice President
Entity Name: TCI Park West I, Inc.
1605 LBJ Freeway, Suite 300,
Farmers Branch, TX 75234-6802
Date: 5/20/14

FOR THE LESSEE



Signature: _____
Name: Lean Summers-Garza
Title: Lease Contracting Officer
GSA, Public Buildings Service,
1919 Smith Street, Suite 1600
Houston, TX. 77002-8049
Date: 5/22/14

WITNESSED FOR THE LESSOR BY:



Signature: _____
Name: Shawna Kemmerer
Title: Lease Administrator
Date: 5/20/14

1.) The tenant improvements have been *substantially* completed and the government accepts the leased space on April 17, 2014. The Lessor and the Government agree that the requirements specifically identified in Exhibit "A", GSA Form 1204 Condition Survey Report of this lease 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 20 days of the Government's acceptance of the space for occupancy. Within 7 days of the completion date for the Lessor to cure the deficiencies in Exhibit "A" of this lease, 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 shall be April 17, 2014 and shall expire on April 16, 2024, subject to the termination rights set forth in the lease. The firm term of this Lease is five (5) years.

3.) The leased premise square footage shall be 24,204 Rentable Square Feet (RSF) yielding 21,006 ANSI/BOMA Office Area (ABOA).

4.) The Government shall pay the Lessor annual rent as follows:

From April 17, 2014 through April 16, 2019, the total annual rental shall be \$573,696.01 at the rate of \$47,808.00 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$287,059.44, annual Operating Costs of \$97,542.12 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$170,525.17, and annual Building Specific Amortized Capital (BSAC) of \$18,569.28.

From April 17, 2019 through April 16, 2024, the total annual rent shall be \$465,927.00. The total annual rent consists of Shell Rent of \$368,384.88 and Operating Costs of \$97,542.12 plus annual Operating Cost adjustments. There are no annual Tenant Improvement Amortization or BSAC costs.

5.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 13.22% (24,204 RSF/183,060 RSF). Per lease paragraph 1.12 "Real Estate Tax Base", the real estate tax base of the Lease is \$39,409.00.

6.) The Government's Adjustment for Vacant Space shall be a reduction of \$2.00/ABOA.

7.) In accordance with the Lease paragraph 1.13 entitled "Operating Cost Base", the escalation base shall be \$97,542.12 (24,204 RSF X \$4.03).

8.) In accordance with the Lease paragraph 1.01 entitled "The Premises", the Common Area Factor shall be 15.224% (24,204 RSF/21,006 ABOA).

9.) The total cost of the Tenant Improvements is \$753,020.77 which shall be amortized monthly into the rent at the rate of five percent (5.0%) over the first five (5) years of the lease as stated in paragraph 4 above.

The total cost of the Building Specific Security (BSS) is \$119,629.00. The Lessor and the Government agree that a lump-sum payment for a portion of the total BSS cost shall be made in the amount of \$37,629.00. The remaining balance of the BSS cost will be amortized as BSAC in the amount of \$82,000.00 and shall be amortized monthly into the rent at the rate of five (5%) over the first five (5) years of the lease as stated in paragraph 4 above.

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 PS0028046 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)

INITIALS:


LESSOR

&


GOVT

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:

Pearl Summers-Garza
U.S. General Services Administration
1919 Smith Street, Suite 1600
Houston, Texas 77002-8049

10.) DTZ Americas, 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 DTZ Americas, Inc. with the remaining [REDACTED], 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 the 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 month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$47,808.00 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$47,808.00 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment \$47,808.00 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

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

INITIALS:  & 
LESSOR GOVT