

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07P-LTX17200
<b>LEASE AMENDMENT</b>	
ADDRESS OF PREMISES    Caltex House 125 E. Carpenter Frwy Irving, TX 75062-2709	PDN Number: PS0031913

**THIS AMENDMENT** is made and entered into between Brookwood JCF Investors, LLC (49% Tenant in Common Owner) and Brookwood JCF II, LLC (51% Tenant in Common Owner) (Lessor)

whose address is: 72 Cherry Hill Drive, Beverly, MA 01915-1030

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 consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the full execution of this amendment as follows:

- 1) To provide for a Notice to Proceed for Change Orders #1 and #2; and
- 2) To change the total cost of the Tenant Improvements and Tenant Specific Security; and
- 3) To provide payment for the total cost of the Tenant Improvements and Tenant Specific Security; and
- 4) All other terms and conditions of the lease shall remain in full force and effect.

Continued on the next page...

This Lease Amendment contains 2 pages plus Exhibit A (19 pages).

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

FOR THE LESSOR

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Managing Member  
Entity Name: Brookwood JCF Investors, LLC  
(49% Tenant Common Owner)  
Date: 7-20-2015

FOR THE GOVERNMENT

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, Leasing Division  
Date: 7/21/2015

FOR THE LESSOR

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: Brookwood JCF II, LLC  
(51% Tenant Common Owner)  
Date: 7-20-2015

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: HSSA Property Manager  
Date: 7/20/15 J

- 1) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed with the alterations required in the following change orders (C/O) #1 and #2 described below:
  1. C/O #1 as it relates to security requirements ( [REDACTED] )
  2. C/O #2 as it relates to wall finishes ( [REDACTED] )

The total cost of C/O #1 and C/O #2 is \$54,328.31 (see Exhibit A). The anticipated date of completion of all the Tenant Improvements (TI) and Tenant Specific Security (TSS) and acceptance by the Government is on or before August 17, 2015.

- 2) The Government and the Lessor have agreed that the total cost of the TIs and TSS shall be \$746,651.40. The total TI cost of \$657,293.48 and the total TSS cost of \$89,357.92 includes all the Lessor's fees for general and administrative costs, profit, management fees, architectural fees, and any and all other fees associated with the completion of the TI and TSS on or before the anticipated date of completion.
- 3) The Tenant Improvement Allowance (TIA) per the Lease Agreement is \$599,797.92. The TIA shall be amortized over the first ten (5) years of the term at an interest rate of 6.0%. The Government retains the right to buy-down all or a portion of the TIA.

The remaining balance of the TI and TSS cost is \$146,853.48 (\$746,651.40 Total TI and TSS – \$599,797.92 TI amount amortized) and shall be paid by a lump-sum payment upon completion and acceptance thereof by the Government.

Upon the completion of the TI and TSS and the acceptance thereof by the Government, the rent commencement date and the adjusted rent schedule (if required due to the amount amortized) shall be established by a separate Acceptance Lease Amendment. The subsequent Acceptance Lease Amendment shall include the terms and amounts of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, and the annual amortized TI and TSS cost (if any) and the amount of the total lump-sum payment.

Once the exact amount of the lump-sum payment has been determined by both parties and the Acceptance Lease Amendment is fully executed by the Government and the Lessor, the 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 PS0031913** 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

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: Patrick Staley  
 819 Taylor Street, Room 11B217  
 Fort Worth, Texas 76102-6124

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

INITIALS:  LESSOR    &     LESSOR    &     GOVT