

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5 TO LEASE NO. GS-07P-LTX17200
ADDRESS OF PREMISES <i>Caltex House</i> 125 E. Carpenter Fwy 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 to accept the Tenant Improvements as substantially complete, issue NTP on final change order, and incorporate the new approved Small Business Plan.

NOW THEREFORE, these parties for consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective December 1, 2015, as follows:


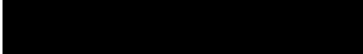
- 1) To accept the Tenant Improvements as substantially complete; and
- 2) To provide for a Notice to Proceed for Change Order #5; and
- 3) To provide payment for Change Order #5, and reduce the total design fee; and
- 4) To provide for the payment of the Tenant Improvements and the Tenant Specific Security; and
- 5) Establish the Commencement Date of the lease rental payments; and
- 6) Establish the square footages of the leased space and parking to be provided; and
- 7) Provide the annual rental amounts; and
- 8) Establish the Government's Percentage of Occupancy and the Base Year of Property Taxes; and
- 9) Establish the Base amount for Operating Cost adjustment, the Base Year, and the anniversary date; and
- 10) Establish the reduction amount for vacant space; and
- 11) Establish the Common Area Factor; and
- 12) To state the Broker Commission and the Commission Credit; and
- 13) To delete Exhibit F Small Business Subcontracting Plan from the Lease and replace with the attached Exhibit B, Small Business Subcontracting Plan; and
- 14) To supersede the existing Lease; and
- 15) All other terms and conditions are in full force and effect.

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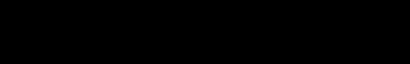
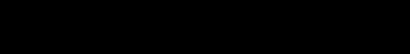
This Lease Amendment contains 3 pages plus Exhibit A (7 pages) and Exhibit B (17 pages).

IN WITNESS WHEREOF, the parties subscribe their names as of


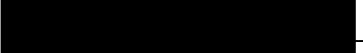
FOR THE LESSOR:

Signature: 
 Name: 
 Title: Managing Member *Fuller, ed signed*
 Entity Name: Brookwood JCF Investors, LLC
 (49% Tenant Common Owner)
 Date: 12-14-15

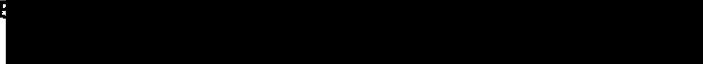
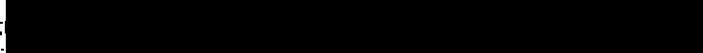

FOR THE

Signature: 
 Name: 
 Title: GSA, Public Buildings Service, Leasing Division
819 Taylor Street, 11B, Fort Worth, TX 76102
 Date: 12-16-15

FOR THE L

Signature: 
 Name: 
 Title: Managing Member *Fuller, ed signed*
 Entity Name: Brookwood JCF II, LLC
 (51% Tenant Common Owner)
 Date: 12-14-15

WITNE

Signature: 
 Name: 
 Title: 
 Date: 12/14/15

- 1.) The tenant improvements have been completed and the Government accepts the leased premise on December 1, 2015.
- 2.) 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 Order (C/O) #5 described below:

C/O #5 as it relates to replacing shower faucets, lavatory faucets and soap dispensers in Locker Room and replace PLAM top in the men's restroom.

The total cost of C/O #5 is [REDACTED] (see Exhibit A). The anticipated date of completion and acceptance by the Government of C/O #5 is on or before December 31, 2015.

3.) The total cost of the Tenant Improvements (TIs) shall change from \$705,914.83 to \$650,709.34, in order to provide payment for C/O #5 of [REDACTED] and to reduce the total TI costs by a [REDACTED] credit to the Government for design fees and reduced cost of asbestos survey (due to the reduction of the total design fee from \$86,676.00 to \$29,600.34 + reduction in PM fee and a reduction in the cost for the asbestos survey of \$546.00) [$\$705,914.83 + [REDACTED] - [REDACTED] - \$59,929.44$ design fee and PM fee - \$546.00 reduction in cost of asbestos survey = \$650,709.34 total cost of the TIs].

4.) The Government and the Lessor have agreed that the total cost of the TIs and TSS shall be \$740,067.26 (\$650,709.34 total TIs + \$89,357.92 total Tenant Specific Security (TSS)). The total TI cost of \$650,709.34 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.

In accordance with the terms and conditions of this lease, the Government retains the right to buy-down all or a portion of the Tenant Improvement Allowance (TIA). The Government hereby exercises the right to change the TIA from \$599,797.92 to \$544,592.43. Only \$544,592.43 of the TIs shall be amortized monthly into the rent at the rate of six percent (6.0%) over the first five (5) years of the lease.

The remaining balance of the TI and TSS cost is \$195,474.83 (\$740,067.26 TI and TSS - \$544,592.43 TI amount amortized) and shall be paid by a lump-sum payment upon completion and acceptance thereof by the Government. The Lessor may invoice for the remaining balance of the TI and TSS less the total cost of C/O#5 (\$195,474.83 - [REDACTED] = 1st invoice) upon full execution by the Government and delivery to the Lessor. The Lessor may invoice for the total cost of C/O #5 (2nd invoice [REDACTED] upon completion and acceptance of C/O #5 thereof by the Government.

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.pso>. 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

5.) The Commencement Date of the rental shall be December 1, 2015, and shall expire on November 30, 2025, subject to the termination rights set forth in the lease.

INITIALS: [Signature] & [Signature] & [Signature]
LESSOR & LESSOR & GOVT

6.) The leased premise square footage shall be 45,774 Rentable Square Feet (RSF) yielding 43,338 ANSI/BOMA Office Area (ABOA). 100 structured/inside parking spaces shall be provided, of which 47 spaces shall be reserved for the exclusive use of the Government and 53 shall be unreserved.

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

From December 1, 2015, through November 30, 2020, the total annual rental shall change from \$1,098,606.00 to \$1,071,119.64 at the rate of \$89,259.97 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$607,881.03, annual Operating Costs of \$336,896.64 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$126,341.97.

From December 1, 2020, through November 30, 2025, the total annual rent shall be \$995,126.76 at the rate of \$82,927.23. The total annual rent consists of Shell Rent of \$658,230.12 and Operating Costs of \$336,896.64 plus annual Operating Cost adjustments. There are no annual Tenant Improvement or TSS amortization costs.

8.) The Percentage of Occupancy for Property Tax Reimbursement purposes shall be 11.45% (45,774 RSF/399,759 RSF) and the new Base Year for property taxes shall be 2016.

9.) In accordance with the Lease paragraph 1.15 entitled "Operating Cost Base", the escalation base shall be \$336,896.64 (45,774 RSF X \$7.36).

10.) The Government's Adjustment for Vacant Space shall be a reduction of \$2.50 per ABOA SF.

11.) In accordance with the Lease paragraph 1.01 entitled "The Premises", the Common Area Factor shall be 1.0562 [(45,774 RSF/43,338 ABOA SF) or 5.62%].

12.) 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 \$89,259.97 minus prorated commission credit of [redacted] equals [redacted] adjusted 1st Month's Rent.

Month 2 Rental Payment \$89,259.97 minus prorated commission credit of [redacted] equals [redacted] adjusted 2nd Month's Rent.

13.) Exhibit F "Small Business Subcontracting Plan" is hereby deleted from the Lease in its entirety and replaced with the attached Exhibit B "Small Business Subcontracting Plan".

14.) This lease, Lease Number GS-07P-LTX17200 supersedes Lease Number GS-07B-15107. Effective December 1, 2015, Lease Number GS-07B-15107 is hereby terminated. No rental shall accrue on or after this date for Lease Number GS-07B-15107.

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

INITIALS: Kay & Kay & [Signature]
LESSOR LESSOR GOV'T