

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LTX17309
ADDRESS OF PREMISES: 125 E. JOHN CARPENTER FREEWAY IRVING, TX 75062	PDN Number: PS0032462

**THIS AGREEMENT**, made and entered into this date by and between **Brookwood JCF Investors, LLC and Brookwood JCF II, LLC, Tenants in Common**

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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 1, 2015 as follows:

- 1.) To address the outstanding Building Specific Amortized Capital (BSAC) requirements; and
- 2.) To establish the Commencement Date of the lease rental payments; and
- 3.) To establish the square footages of the leased space; and
- 4.) To provide the annual rental amounts; and
- 5.) To establish the Governments Percentage of Occupancy; and
- 6.) To provide the reduction amount for vacant space; and
- 7.) To establish the Base for the Operating Cost adjustment; and
- 8.) To establish the Common Area Factor; and
- 9.) To establish parking in the lease; and
- 10.) To provide for the payment of the BSAC as a lump sum payment; and
- 11.) To establish the 24-hour HVAC requirement and annual amount, and
- 12.) To allow Lessor to access and inspect tenant space; and
- 13.) To state the Broker Commission and the Commission Credit; and
- 14.) All other terms and conditions are in full force and effect.

See Attached

This Lease Amendment contains 4 pages.

IN WITNESS WHEREOF, the parties subscribed their names

FOR THE LESSOR:

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 By \_\_\_\_\_  
 Entity Name: \_\_\_\_\_



Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service  
 819 Taylor St., Room 11B  
 Fort Worth, TX 76102  
 Date: 9.3.15

Date: 9.2.15

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: NOVIA AGST  
 Date: 9/2/15

- 1.) The Lessor and the Government agree that the Building Specific Amortized Capital (BSAC) requirements specifically identified in Exhibit D of this Lease and in accordance with the terms of paragraph 10 in this Lease Amendment No. 1. The work shall be completed within 120 calendar days of the date of Lease execution. Should the Lessor fail to complete the specified improvements by this deadline, the Government may pursue its rights and remedies pursuant to the terms of Clause 10 of outlined in Exhibit G, General Clauses, of this Lease.
- 2.) The Government accepts the space. The Lease and Rent Commencement Date of the rental shall be June 1, 2015 and the Lease shall expire on May 31, 2027, subject to the termination rights set forth in the lease.
- 3.) The leased premise square footage shall be 63,094 Rentable Square Feet (RSF) yielding 56,280 ANSI/BOMA Office Area (ABOA).
- 4.) The Government shall pay the Lessor annual rent as follows:  
  
 From June 1, 2015 through May 31, 2022, the total annual rental shall be \$1,703,744.00 at the rate of \$141,978.67 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$1,271,550.10, annual Operating Costs of \$432,193.90, plus annual Operating Cost Adjustments beginning effective as of June 1, 2016. There are no annual Tenant Improvement Costs.  
  
 From June 1, 2022 through May 31, 2027, the total annual rent shall be \$1,861,479.00 at the rate of \$155,123.25 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$1,429,285.10 and annual Operating costs of \$432,193.90, plus annual Operating Cost Adjustments. There are no annual Tenant Improvement Costs.
- 5.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 15.78301% (63,094 RSF / 399,759 RSF) and the new Base Year for taxes will be taxes paid in year 2015 (i.e., January 1, 2015 – December 31, 2015). Notwithstanding anything contrary contained in the Lease, tax adjustments shall commence with calendar year 2016 (i.e., January 1, 2016 – December 31, 2016).
- 6.) The Government's Adjustment for Vacant Space prior to the expiration of the firm term of the Lease shall be a reduction of \$1.00 per ABOA. The Government must vacate a minimum of a full contiguous Building floor in order to receive any such rental rate reduction.
- 7.) In accordance with the lease paragraph 1.13 entitled "Operating Cost Base," the escalation base shall be \$432,193.90 (63,094 RSF X \$6.85). Annual Operating Adjustments shall not start until June 1, 2016.
- 8.) In accordance with the lease paragraph 1.01, subparagraph B entitled "Common Area Factor," the Common Area Factor shall be 1.1210732% (63,094 RSF / 56,280 ABOA).
- 9.) Their number of parking spaces assigned to this lease shall be 157 parking spaces (27 shall be reserved, structured/inside parking spaces and 130 non-reserved in the buildings parking garage).
- 10.) The total cost of the BSAC is \$49,682.10. The Government has elected to pay for the BSAC items in a lump-sum payment upon substantial completion of the improvements. The estimate provided for the BSAC is an amount not to exceed \$49,682.10 as described in Exhibit E, Security Unit Price List, attached to this Lease. For the purposes of the BSAC work as stated in Exhibit D, [REDACTED], as stated in this lease, the Lessor will not be responsible to the costs of any additional security work.

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 **PS0032462** 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 817-978-2408.

INITIALS:     *LMG*     LESSOR &     *[Signature]*     GOV'T



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 Lease Contracting Officer at the following address:

General Services Administration  
 ATTN: Lindsay Killian  
 819 Taylor Street, Room 11A  
 Fort Worth, TX 76102

11.)The supplemental HVAC requirement shall be as follows:

ROOM	ABOA SF	TYPE
748/749	466 ABOA	1ea 5T Carrier Unit *
744	453 ABOA	1ea 5T Carrier Unit *
743, 743A, 743B	516 ABOA	1 5T Carrier Units *
743, 743A, 743B	516 ABOA	1 5T Carrier Units *
740	777 ABOA	2ea 20T Liebert Units – 1 Primary unit; 1 Secondary/Backup unit
745	418 ABOA	1ea 5T Carrier Unit *
820	83 ABOA	1ea 1.5T Liebert Unit
836	89 ABOA	1ea 1.5T Liebert Unit

Notes: .13/kWh = projected cost / kWh through term of the lease  
 \* Estimate run time is up to 50%

The cooling service shall be provided by the Lessor at an annual amount of **\$126,188.00** for the area receiving the cooling and is not to be included in the monthly operating costs. Also, the hourly overtime HVAC rate specified under the paragraph "Hourly Overtime HVAC Rates" shall not apply to any portion of the Premises that is required to have 24 hour cooling.

The Lessor and the Government agree that the 24-hr HVAC requirements outlined in paragraph 1.16 of the Lease shall commence on January 1, 2016. In the event the tenant agency fails to provide RWA funding by January 1, 2016 to cover the annual costs (January 1, 2016 – December 31, 2016), the Lessor shall have the right to shut down the units. The Government and Lessor acknowledge one of the 20T Liebert units located in Room 740 is a backup unit and shall not be utilized unless the primary unit is not operable. In the event the use of this room shall change or if the Government utilizes the primary and secondary units to cool this room, there shall be an equitable adjustment to the annual 24-hour HVAC rate. The Government reserves the right to re-evaluate the option to sub-meter the 24-hour HVAC equipment at a future date. All work shall be coordinated with the Lessors representative.

12.)The Government agrees to provide, on a monthly basis, the opportunity for the Lessor, or its representative, to inspect the entirety of the Premises in coordination with the GSA property manager and tenant agency. The Government shall allow the Lessor full access to all components of the Premises, including but not limited to offices, conference rooms, storage facilities, LAN rooms and training facilities, and the Government may require such inspections to be in the presence of a Government escort.

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

13.) SAVILLS STUDLEY, 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 SAVILLS STUDLEY, 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 this 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 full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$155,228.41 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment \$155,228.41 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

Month 3 Rental Payment \$155,228.41 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent.\*

\*Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

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

INITIALS: KMS LESSOR & [Signature] GOV'T