

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 7
	TO LEASE NO. GS-07P-LTX17309
ADDRESS OF PREMISES 125 E. John Carpenter Freeway Irving, TX 75062	PDN Number: PS0032462

THIS AMENDMENT is made and entered into between **Brookwood JCF Investors, LLC and Brookwood JCF II, LLC, Tenants In Common,**

whose address is: *Covenant* 138 ~~Conant~~ Street
Beverly, MA 01915-1665

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 provide the Notice to Proceed on the construction of the Alterations on the 7th and 8th floors.

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 provide for a Notice to Proceed for Asbestos Survey required for construction permits of "Alterations Projects" on the 7th and 8th floors, and establish the total costs of the Asbestos Survey; and
- 2) To establish the total costs of the for the "Alterations Projects" including the Asbestos Survey, not including total construction costs; and
- 3) To provide for the method of payment of the Asbestos Survey for the "Alterations Projects"; and
- 4) To change the Lessor's address; and
- 5) All other terms and conditions of the lease shall remain in force and effect.

See Attached

This Lease Amendment contains 2 pages, plus Exhibit "A" 1 page (3 pages total).

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: [Redacted]
 Name: [Redacted]
 Title: [Redacted]
 Entity Name: *Authorized Signer, Brookwood JCF Investors, LLC*
 Date: *10/6/16*

Signature: [Redacted]
 Name: [Redacted]
 Title: *GSA, Public Buildings Service,*
 Date: *10/7/2016*

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
 Name: [Redacted]
 Title: *Lease Admin*
 Date: *10/6/16*

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed (NTP) to conduct the Asbestos Survey required by local authorities for the construction permit on the construction and installation of the Tenant Improvements (TIs) to the "Alterations Projects" of the leased space required on the 7th and 8th floors as per the Construction Drawings (CDs) referenced as Entos Design, 5400 LBJ Freeway, Suite 125, Dallas, TX 75240, containing 17 pages (including 5 pages of MEP), last revised on August 5, 2016. Additionally, the costs associated with the Asbestos Survey are depicted in Exhibit "A" titled the "Tenant Improvement Cost Summary" (TICS). The total cost for the Asbestos Survey of the TI "Alteration Projects" is [REDACTED]. A NTP LA for construction of the TI "Alterations Projects" will be contingent upon the findings of the Asbestos Survey. The anticipated date of completion of all the Asbestos Survey is on or before October 14, 2016.

2.) The Government and the Lessor have agreed that the total cost of the "Alterations Projects" shall change from \$25,584.00 to [REDACTED] [\$25,584.00 A/E Fee for design services (established in LA No. 5) + [REDACTED] Asbestos Survey]. The total TI cost of [REDACTED] includes all fees including but not limited to general and administrative costs, project management fees, profit, overhead, design, and any and all other fees associated with the completion of the TIs on or before the anticipated date of completion.

Any changes to the Construction Drawings which result in a financial, conditional, or term change to the lease agreement, of any type, must be approved, in writing, and in advance of any resulting work performed, by the GSA Contracting Officer.

3.) The Government shall pay for the total "Alterations Projects" TI cost of [REDACTED] by a lump-sum payment. Upon the completion of the construction and the acceptance of the space by the Government, the subsequent space Acceptance Lease Amendment, with the exact amount of the lump-sum payment, will be determined by the Government. Lessor may then submit for the lump-sum-payment upon full execution by the Government and delivery to the Lessor.

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 <https://finance.ocfo.gsa.gov>. 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 St; 11B217
Fort Worth, Texas 76102

4.) The Lessor's address shall change from: 72 Cherry Hill Drive
Beverly, MA 01915-1030

To: 138 Conat Street
Beverly, MA 01915-1665

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

INITIALS:


LESSOR

&


GOVT