

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07P-LTX17217
ADDRESS OF PREMISES 1605 LBJ Freeway Farmers Branch, TX 75234-6802	PDN Number: PS0028046

THIS AMENDMENT is made and entered into 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 supplement the above Lease.

NOW THEREFORE, these parties for consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective January 6, 2014, as follows:

- 1.) Description of the Tenant Improvements to be constructed; and
- 2.) to provide a Notice to Proceed; and
- 3.) to establish the Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC) costs; and
- 4.) to provide provisions for the payment of the TI and BSAC costs; and
- 5.) all other term and conditions of the lease shall remain in full force and effect.

This Lease Amendment contains 3 pages.

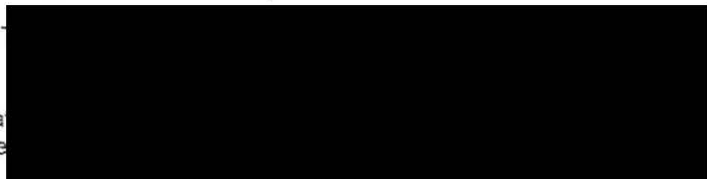
IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

FOR THE LESSOR



Signature: _____
Name: Scott Parker
Title: Senior Vice President
Entity Name: Regis Realty Private LLC
Date: 1/23/14

FOR THE GOVERNMENT



Signature: _____
Name: _____
Title: _____
Date: GSA, Public Buildings Service, 2/10/14

WITNESSED FOR THE LESSOR BY:



Signature: _____
Name: Christina Hernandez
Title: Lease Administrator
Date: 1/23/14

- 1) The Lessor shall provide all the materials, labor, and services required to provide the completion of the TIs and the BSAC as depicted on the Construction Drawings attached as Exhibit "A" created by Entos Design, dated September 27, 2013, consisting of 19 pages, at 1605 LBJ Freeway, Farmers Branch, Texas 75234-6802. This Lease Amendment (LA) does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings dated August 26, 2013, consisting of five (5) pages and which were incorporated into the Lease by Lease Amendment No. 1.
- 2) Upon full execution and delivery of this LA the Lessor can consider this as a Notice to Proceed on the TI and BSAC construction. The anticipated date of completion and acceptance by the Government is on or before May 5, 2014.
- 3) The Government shall pay the Lessor for the total cost of the TIs and BSAC as follows:

The Government and the Lessor have agreed in the Lease Agreement that the Tenant Improvement Allowance (TIA) is \$785,456.35 and the BSAC Allowance is \$82,000.00.

Furthermore, the Government and the Lessor have agreed that the total cost of the TIs as noted above in paragraph 1 is \$715,419.14 and the total BSAC cost is \$119,629.00 for a combined total of \$835,048.14. The total TI costs and the total BSAC cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TI and the BSAC by the anticipated date of completion noted above in paragraph 2.

The total TI costs, in the amount of \$715,419.14.00, shall be amortized over the first five (5) year firm term of the lease agreement at an interest rate of five percent (5.0%) paid monthly in arrears as part of the rental payment upon the completion and acceptance by the Government.

A portion of the total BSAC costs, in the amount of \$82,000.00, shall be amortized over the first five (5) year firm term of the lease agreement at an interest rate of five percent (5.0%) paid monthly in arrears as part of the rental payment upon the completion and acceptance by the Government.


Upon completion of the TIs and BSAC and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized TI and BSAC Cost) shall be established by a subsequent LA.

The remaining balance of the total cost of the BSAC is \$37,629.00 (BSAC total cost of \$119,629.00 -- BSAC allowance of \$82,000.00) and shall be paid by a lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements and the BSAC necessary to finish the interior of the leased space as depicted on the attached Exhibit "A". The lump-sum payment includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements and the BSAC by the anticipated date of completion noted above in paragraph 2.


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

- 4) Upon acceptance of the TI and BSAC by the Government, the Lessor may submit for payment of the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor 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 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 817-978-2408.

INITIALS:


LESSOR

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GOVT

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: Pearl Summers-Garza
1919 Smith Street, Suite 1600
Houston, Texas 77002-8049

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

INITIALS:


LESSOR

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GOVT