

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	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 upon the full execution of this amendment as follows:

- 1.) To provide for a Notice to Proceed for Change Orders (C/O) #1 through #8 and provide for an anticipated date of completion; and
- 2.) To change the total cost of the Tenant Improvements and/or Building Specific Amortized Security; and
- 3.) To provide for the method of payment of the total Tenant Improvements and Building Specific Amortized Security costs; and
- 4.) All other term and conditions of the lease shall remain in full force and effect.

This Lease Amendment contains 3 pages plus Exhibit "A" (27 pages).

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

FOR THE LESSOR

FOR

Signature: _____
Name: _____
Title: Senior Vice President
Entity Name: TCI Park West I, Inc.
Date: 3/11/14

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 3.11.14

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

- 1) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the alterations required in change order C/O #1 as it relates to installing EMT conduit below slab for all poke-thru cabling; C/O #2 as it relates to disconnecting furniture electrical at 29 work stations; C/O #3 as it relates to furnishing and installing 50 pair CU voice feeder from floor dmarc to 1st floor IDF closet; C/O #4 as it relates to furnishing and installing 7 LF of solid surface countertop; C/O #5 as it relates to an upgrade from drop-in sinks to under mount sinks; C/O #6 as it relates to relocating projectors and screens from existing space; C/O #7 as it relates to furnishing and installing 2: inner duct and dedicated receptacles in rooms 30 and 46; and C/O #8 as it relates to furnishing and installing government standard signage; all of which are depicted in Exhibit "A". The total cost of C/O #1 through #8 is \$35,042.00 (C/O #1 = [REDACTED]; C/O #2 = [REDACTED]; C/O #3 = [REDACTED]; C/O #4 = [REDACTED]; C/O #5 = [REDACTED]; C/O #6 = [REDACTED]; C/O #7 = [REDACTED]; and C/O #8 = [REDACTED]). The anticipated date of completion of all the Tenant Improvements (TI) and Building Specific Amortized Security (BSAC) is August 4, 2014.
- 2) The Government and the Lessor have agreed that the total cost of the TIs and BSAC shall change from \$835,048.14 to \$870,089.77 (\$835,048.14 + \$35,042.00). The TI and BSAC costs include 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 BSAC costs covered by change orders #1 through #8 by the anticipated date of completion.
- 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 (including Change Orders #1 through #8 as noted above in paragraph 1 above) is \$750,460.77 (\$715,419.14 + \$35,042.00) and the total BSAC cost is \$119,629.00 for a combined total of \$870,089.77. The total TI costs and the total BSAC costs include 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 1.

The total TI costs, in the amount of \$750,460.77, 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.

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. 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 1.

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.

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 &  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

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

INITIALS:


LESSOR

&


GOVT