

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 7
	TO LEASE NO. GS-07P-LTX17217
ADDRESS OF PREMISES: 1605 LBJ Freeway Farmers Branch, TX 75234-6802	PDN Number: PS0028046

THIS AGREEMENT, made and entered into this date by and 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 amend the above Lease. Purpose of this Lease Agreement is to accept the Tenant Improvements for Change Orders #12, #13, #14 and #15.

- 1.) To accept the tenant improvements for Change Orders (C/O) #12, #13, #14 and #15; and
- 2.) To restate the annual rental amounts; and
- 3.) To restate the method of payment of the total Tenant Improvements and Building Specific Amortized Security costs; and
- 4.) To restate the Broker Commission and the Commission Credit; and
- 5.) All other terms and conditions are in full force and effect.

This Lease Amendment contains 3 pages.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the below date.



FOR THE LESSOR

Signature: 
 Name: 1000100100
 Title: Senior Vice President
 Entity Name: TCI Park West I, Inc.
 1605 LBJ Freeway, Suite 300,
 Farmers Branch, TX 75234-6802
 Date: 10/10/14

FOR THE GOVERNMENT

Signature: 
 Name: 
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 1919 Smith Street, Suite 1600
 Houston, TX. 77002-8049
 Date: 10/21/14

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: 
 Title: Lease Administrator
 Date: 10-14-14

1.) The tenant improvements associated with Change Orders (C/O) #12, #13, #14 and #15 have been completed and accepted by the Government.

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

From April 17, 2014 through April 16, 2019, the total annual rental shall be \$574,994.94 at the rate of \$47,916.25 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$287,059.44, annual Operating Costs of \$97,542.12 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$171,824.10, and annual Building Specific Amortized Capital (BSAC) of \$18,569.28.

From April 17, 2019 through April 16, 2024, the total annual rent shall be \$465,927.00. The total annual rent consists of Shell Rent of \$368,384.88 and Operating Costs of \$97,542.12 plus annual Operating Cost adjustments. There are no annual Tenant Improvement Amortization or BSAC costs.

3.) The total cost of the Tenant Improvements is \$758,756.77 which shall be amortized monthly into the rent at the rate of five percent (5.0%) over the first five (5) years of the lease.

The total cost of the Tenant Specific Security (TSS) is \$120,608.00. The Lessor and the Government agree that a lump-sum payment for a portion of the total TSS cost shall be made in the amount of \$38,608.00. The remaining balance of the TSS cost will be amortized as BSAC in the amount of \$82,000.00 and shall be amortized monthly into the rent at the rate of five (5%) over the first five (5) years of the lease.

The Lessor agrees that the invoice shall be printed on the same letterhead as the party named on this lease, shall include the lease number, building address, and a price and quantity of the items delivered. It 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 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

The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

Pearl Summers-Garza
U.S. General Services Administration
1919 Smith Street, Suite 1600
Houston, Texas 77002-8049

4.) 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 \$47,916.25 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

INITIALS:


LESSOR

&


GOV'T

Month 2 Rental Payment \$47,916.25 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment \$47,916.25 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

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

INITIALS:  LESSOR &  GOVT