

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		LEASE AGREEMENT NO. 01	DATE
LEASE AMENDMENT		TO LEASE NO. GS-07P-LTX17200	
ADDRESS OF PREMISES	Caltex House 125 E. Carpenter Frwy Irving, TX 75062-2709		
THIS AGREEMENT, made and entered into this date by and between GENERAL ELECTRIC CREDIT EQUITIES, INC, (Former Lessor), and BROOKWOOD JCF INVESTORS, LLC (49% TENANT IN COMMON OWNER) AND BROOKWOOD JCF II, LLC (51% TENANT IN COMMON OWNER) (Lessor),			
whose address is 72 Cherry Hill Drive Beverly, MA 01915 -1030			
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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 <u>September 26, 2014</u> , as follows:			
<ol style="list-style-type: none"> <li>1. BROOKWOOD JCF INVESTORS, LLC and BROOKWOOD JCF II, LLC, Lessor, hereby assumes all the incomplete obligations of Lease GS-07P-LTX17200 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after September 26, 2014. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07P-LTX17200 against Former Lessor and ratifies and confirms all actions heretofore taken by Former Lessor with respect to the contract with the same force and effect as if the actions had been taken by Lessor. Nothing contained herein shall be construed as releasing the Former Lessor from the Former Lessor's obligations under the terms of the lease.</li> <li>2. The Government agrees to accept the furnishing of the aforesaid premises in accordance with the terms, provisions, and conditions of said lease, as amended reserving however, all the Government's rights against Lessor and Former Lessor.</li> <li>3. BROOKWOOD JCF INVESTORS, LLC and BROOKWOOD JCF II, LLC Lessor waives all rights to payments under subject lease as against the Government arising prior to September 26, 2014.</li> <li>4. GENERAL ELECTRIC CREDIT EQUITIES, INC, former Lessor, confirms the transfer and waives any claims and rights against the Government that it now has or may have in the future in connection with this lease after September 26, 2014.</li> <li>5. General Services Administration is required to have its lessors register in the System for Award Management (SAM). The SAM is the primary vendor database for the United States Government and is valuable to you to ensure payment. SAM validates the lessor's information and electronically shares the secure and encrypted data with the federal agencies' finance offices to facilitate paperless payments through electronic funds transfer. Lessors must update or renew their registration annually to maintain an active status. For assistance contact the SAM Help Desk at <a href="http://www.sam.gov">www.sam.gov</a> or, you may call 866-606-8220</li> <li>6. Notwithstanding the foregoing, all payments heretofore made by the Government to GENERAL ELECTRIC CREDIT EQUITIES, INC, Former Lessor, and all other actions hereto taken by the Government pursuant to its obligations under the contract shall be deemed to have discharged the Government's obligations under the contract to the extent of the amounts so paid or reimbursed or such actions taken. The actual change of ownership took place on September 26, 2014, and the rent payments from that date to the current date were paid to former lessor and both lessor and former lessor waive rental claims stemming from those payments.</li> </ol>			
(Continued on Page 2 attached hereto and made a part of LA No. 01 to Lease GS-07P-LTX17200)			

7. BROOKWOOD JCF INVESTORS, LLC and BROOKWOOD JCF II, LLC (Lessor) confirm and agree that Government shall not have any liability or responsibility with respect to Government making payment under the Lease to GENERAL ELECTRIC CREDIT EQUITIES, INC. or to any other third party prior to the date of execution and delivery of this Lease Amendment No.1. BROOKWOOD JCF INVESTORS, LLC and BROOKWOOD JCF II, LLC (Lessor) confirm and agree that they have received rent payments made under the Lease from and after September 26, 2014. Upon the execution and delivery of this Lease Amendment No.1, the Government shall be deemed to satisfy its obligations to pay rent under the Lease by making payments to BROOKWOOD JCF INVESTORS, LLC and BROOKWOOD JCF II, LLC (Lessor) in accordance with written direction delivered by BROOKWOOD JCF INVESTORS, LLC and BROOKWOOD JCF II, LLC (Lessor) to Government, unless and to the extent Government agrees in written agreement to make payments to another third party.

8. The new owner of GS-07P-LTX17200 is required to complete the GSA form 3518 enclosed and return it with the Lease Amendment which will be made part of the lease.

9. PAYEE ADDRESS:

BROOKWOOD JCF II, LLC  
72 Cherry Hill Drive  
Beverly, MA 01915 -1030  
DUN 079572535

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 above date.

IN PRESENCE OF

Signature: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

1-14-15

Lessor: BROOKWOOD JCF II, LLC,  
By: Brookwood U.S. Real Estate Aggregator, L.P., its sole member

IN PRESENCE OF

Signature: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

1-14-15

TIES, INC

IN PRESENCE OF

Signature: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

1-12-15

UNITED STATES OF AMERICA

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Lease Contracting Officer  
General Services Administration  
819 Taylor Street  
Fort Worth, TX 76102-6105

Date: \_\_\_\_\_

5/14/2015