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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT No. 11 |
| | TO LEASE NO. GS-07P-LTX17309 |
| ADDRESS OF PREMISES 125 E. John Carpenter Freeway Irving, TX 75062 | PDN Number: PS003453 |

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

whose address is: 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 accept the tenant improvements of the leased premise as substantially complete.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the signature hereof by both parties and delivered, as follows:

- 1.) To accept the Tenant Improvements as substantially complete; and
- 2.) To provide for the payment of the Tenant Improvements; and
- 3.) All other terms and conditions are in full force and effect.

See Attached

This Lease Amendment contains 3 pages including Exhibit "A" (3 pages)

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

FOR THE LESSOR:

FOR

Signature: [Redacted]
 Name: [Redacted]
 Title: [Redacted]
 Entity Name: [Redacted]
 Date: 6/5/17

Signature: [Redacted]
 Name: Thomas L. [Redacted]
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 6-6-17

WITNESSED FOR THE LESSOR BY:

[Redacted]
 Title: Lease Administrator
 Date: 6/5/17

- 1.) The tenant improvements (TI) have been *substantially* completed and the Government accepts the Tenant Improvements on May 30, 2017. The Lessor and the Government agree that the requirements specifically identified in Attachment "A", GSA Form 1204 - Condition Survey Report of this lease amendment have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the TIs on or before June 9th, 2017. Within 5 calendar days of the June 9th, 2017, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer or its designated representative to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease amendment, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.
- 2.) The Government and the Lessor have agreed that the total cost of the "Alterations Project" shall be \$221,287.34 as described in the table below:

| Description | Established in Lease Amendment | Cost to the Government |
|---|--------------------------------|------------------------|
| A/E Fee for design services | LA No. 5 | |
| Asbestos Survey | LA No. 7 | |
| TI Alterations | LA No. 8 | \$183,283.06 |
| Security Change Order | LA No. 9 | |
| Fingerprinting Services | LA No. 9 | |
| [REDACTED], Electric, and Data drops Change Order | LA No. 10 | \$4,949.94 |
| Total Cost | | \$221,287.34 |

The total TI cost for the Alteration Project is \$221,287.34 which includes all fees including by 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 Alteration Project.

All Tenant Improvements of the "Alterations Project," with the exception of the Government's security equipment, shall be maintained by the Lessor as specified in the lease agreement (GSA FORM L202), sections 6.11 Maintenance and Testing of the Systems and 6.12 Maintenance of Provided Finishes.

- 3.) The Government shall pay for the total "Alterations Projects" TI cost of \$221,287.34 by a lump-sum payment. The Lessor may submit for the lump-sum-payment upon the full execution of this lease amendment. 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. The invoice should include the PDN number PS0034953 and shall be sent electronically to the GSA Finance Website at <http://www.finance.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

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

INITIALS:  LESSOR &  GOVT