

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-07P-LTX17309
ADDRESS OF PREMISES 125 E. John Carpenter Freeway Irving, TX 75062	PDN Number: PS0034953

THIS AMENDMENT is made and entered into 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:

- 1) Provide for a Notice to Proceed for Architectural/Engineering (A/E) design services required for the expansion of the 7th floor conference room and 8th floor Forensics Room Alterations;
- 2) Provide for a schedule of design services;
- 3) Provide for the method of payment of A/E fees for design services;
- 4) Change the Lessor's address; and
- 5) All other terms and conditions of the lease shall remain in force and effect.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon the full execution of this amendment as follows:

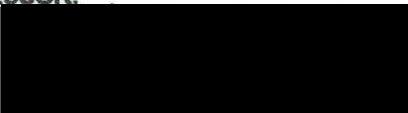

See Attached

This Lease Amendment contains 3 pages, plus Exhibit "A" 3 pages, "B" 13 pages, and "C" 56 pages (75 total pages).

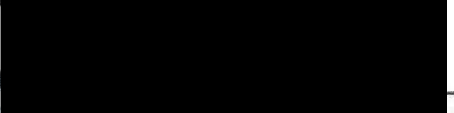

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

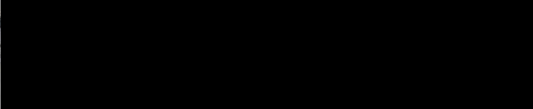

FOR THE LESSOR:

Signature: 
 Name: 
 Title: Authorized Signer
 Entity Name: _____
 Date: 5.13.16

FOR THE GOVERNMENT:

Signature: 
 Name: 
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 5/17/2016

WITNESSES:

Signature: 
 Name: 
 Title: _____
 Date: 5/17/2016

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed (NTP) of the A/E design services for alterations required in the following 2 areas, herein defined as "Alterations Projects,"

(1st area) the Conference Room Expansion on the 7th Floor areas as depicted in the schematic drawings and Scope of Work (SOW) provided by the Government in Exhibit "A" attached hereto and made a part hereof, and

(2nd area) the Forensics Lab Reconfiguration on the 8th Floor leased space areas as depicted in the schematic drawings and SOW for each area and provided in Exhibit "B" attached hereto and made a part hereof.

The Cabling Standards provided in Exhibit "C" attached hereto and made a part hereof, must be adhered to and satisfied for each SOW in Exhibit "A" and Exhibit "B."

The Government and the Lessor have agreed that the total cost of the A/E fee for design services of said "Alterations Projects" is **\$25,584.00**. A/E fee for design services includes all fees including but not limited to general and administrative costs, project management fees, profit, overhead, and any and all other fees associated with the completion of the design services on or before the anticipated date of completion.

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

2.) SCHEDULE OF COMPLETION OF "ALTERATIONS PROJECTS" SPACE

Design activities for the "Alterations Projects" Space shall commence upon execution by the Government of this Lease Amendment Number 5. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor as part of the A/E fee for design services must submit to GSA complete DIDs for the "Alterations Projects" conforming to the requirements of this Lease Amendment and its attached Exhibits A – C, and other Government-supplied information related to the tenant agency's interior build-out requirements not later than 25 Working Days following the full execution of this Lease Amendment, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the tenant agency) shall attend one meeting at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least one submission of DIDs before receiving approval.

B. DIDs. For the purposes of this Lease, DIDs are defined as fully dimensioned drawings of the leased Space that reflect all Lease requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to:

1. Generic furniture layout, wall, door, and built-in millwork locations;
2. Telephone, electrical, and data outlet types and locations;
3. Information necessary for calculation of electrical and HVAC loads;
4. Work related to security requirements; and
5. All finish selections.

C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than 12 Working Days following submission of DIDs conforming to the requirements of the "Alterations Projects" as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the A/E fee for design services must complete CDs conforming to the approved DIDs not later than 33 Working Days following the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of this Lease Amendment Number 5. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly

INITIALS:  LESSOR &  GOVT

notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within 12 Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease Amendment and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have 12 Working Days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease Amendment within 12 Working Days following the end of the Government CD review period.

H. Negotiation of "Alterations Projects" price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within 13 Working Days following the submission of the "Alterations Projects" price proposals, provided that price proposals conform to the requirements of the Lease Amendment and the parties negotiate a fair and reasonable price.

I. Construction of TIs and completion of other required construction work: Estimate completion of construction will be established in a subsequent LA upon issuance of the NTP for "Alterations Projects."

3.) Upon the completion and the acceptance of the space by the Government, the Lessor may invoice for the amount of the total lump-sum payment totaling \$25,584.00. The Lessor agrees that the invoice shall be printed on the same letterhead as the 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 PS0034953 and shall be sent electronically to the GSA Finance Website at <https://finance.ocfo.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

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

General Services Administration
ATTN: Patrick Staley
819 Taylor St; 11B217
Fort Worth, Texas 76102

4.) The Lessor's address shall change from: 72 Cherry Hill Drive
Beverly, MA 01915-1030

To: 138 Conant Street
Beverly, MA 01915-1665

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

INITIALS:


LESSOR

&


GOVT