

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 9
	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 provide the Notice to Proceed on the construction of the Alterations on the 7th and 8th floors.

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:

- 1) To provide for a Notice to Proceed a Security Change Order for the "Alterations Project;" and
- 2) To memorialize a change order for Mobile Fingerprinting Services; and
- 3) To establish the total costs of the Security Change Order and Mobile Fingerprinting Services, and
- 4) To provide for the method of payment of the Security Change Order and Fingerprinting Services, and
- 5) All other terms and conditions of the lease shall remain in force and effect.

See Attached

This Lease Amendment contains 2 pages, plus Exhibit "A" 1 page (3 pages total).

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

FOR THE LESSOR:

Signature: _____
 Name: _____
 Title: _____
 Entity Names: Brookwood JCF Investors, LLC and
Brookwood JCF II, LLC
 Date: _____

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: _____
 GSA, Public Buildings Service,
 Date: December 30, 2016

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: 12/22

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed (NTP) on the construction and installation of the Security Change Order for the "Alterations Project" (described in LA No. 8) as depicted in the attached Exhibit "A." The total cost for the Security Change Order is [REDACTED]

2.) The Government and the Lessor have agreed that the responsibility for obtaining fingerprint cards required for background checks for the "Alterations Project" shall change from the Tenant Agency to the Lessor. The Lessor shall provide Fingerprinting Services for 54 personnel. Fingerprinting Services for any additional personnel shall be at the Lessor's cost. The total cost for the Fingerprinting Services is [REDACTED]

3.) The Government and the Lessor have agreed that the total cost of the "Alterations Project" shall change from \$209,907.06 to \$216,337.40 [REDACTED] A/E Fee for design services (established in LA No. 5) + [REDACTED] Asbestos Survey (established in LA No. 7) + \$183,283.06 TI Alterations (established in LA No. 8) + [REDACTED] Security Change Order + [REDACTED] Fingerprinting Services Change Order]. The total TI cost of \$216,337.40 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 TIs on or before the anticipated date of completion. The anticipated date of completion of all the "Alterations Project" is on or before March 10, 2017.

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.

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 \$216,337.40 by a lump-sum payment. Upon the completion of the construction and the acceptance of the space by the Government, a subsequent space Acceptance Lease Amendment will be created, and then Lessor may then submit for the lump-sum-payment upon full execution by the Government and delivery to the Lessor.

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

INITIALS:  & 
LESSOR & GOVT