LEASE AMENDMENT No. 3
TO LEASE NO. GS-07P-LTX17309

ADDRESS OF PREMISES:
125 E. JOHN CARPENTER FREEWAY
IRVING, TX  75062

PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between Brookwood JCF Investors, LLC and Brookwood JCF II, LLC,

whose address is:  72 Cherry Hill Drive
              Beverly, MA  01915-1030

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter 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 upon signing by the Government as follows:

1.) To revise the Broker Commission and Commission Credit section of the Lease; and
2.) All other terms and conditions are in full force and effect.

This Lease Amendment contains 2 pages.

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

FOR THE LESSOR:

Signature:  [Redacted]
Name:  [Redacted]
Title:  Authorized Signer
By
Entity Name:  [Redacted]
Date:  11/19/15

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: [Redacted]
Title: Lease Contracting Officer
      GSA, Public Buildings Service
      819 Taylor St., Room 11B
      Fort Worth, TX 76102
Date:  11/19/2015

WITNESSED FOR THE LESSOR BY:

Signature:  [Redacted]
Name: [Redacted]
Title:  [Redacted]
Date:  [Redacted]

Lease Amendment Form 09/12
1.) The Lessor and the Government agree to delete paragraph 9 of Lease Amendment No. 1 and replace it with the following:

A. **SAVILLS STUDLEY, INC.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [Amount], and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [Percentage] of the Commission, will be payable to SAVILLS STUDLEY, INC. with the remaining [Percentage], 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.

B. Notwithstanding the “Rent and Other Consideration” paragraph of this 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 full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment $141,978.67 minus prorated Commission Credit of $0 equals $141,978.67 adjusted 1st Month’s Rent.*

Month 2 Rental Payment $141,978.67 minus prorated Commission Credit of $0 equals $141,978.67 adjusted 2nd Month’s Rent.*

Month 3 Rental Payment $141,978.67 minus prorated Commission Credit of $0 equals $141,978.67 adjusted 3rd Month’s Rent.*

*Subject to change based on adjustments outlined under the paragraph “Rent and Other Consideration.”

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

End of Lease Amendment No. 3