GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 12
LEASE AMENDMENT	TO LEASE NO. GS-07P-LTX17059
ADDRESS OF PREMISES 1060 Guadalupe Street Kerrville, TX 78028	PDN Number:

THIS AGREEMENT, made and entered into this date by and between **Tree Investments, LLC.**

whose address is: 2390 Memorial Boulevard
Kerrville, TX 78028-5615

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

The purpose of this Lease Amendment No. 12 is to:

1. Replace Lease Amendment No. 7, executed 6/23/2014
2. Accept the leased space.

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 Government execution as follows:
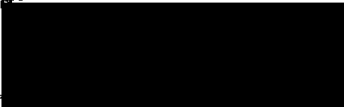
1. The Lessor and the Government mutually agree that this agreement, Lease Amendment No. 12, replaces Lease Amendment No. 7, executed between the parties on June 23, 2014.

2. **The Term of the Lease is as follows:**

   TO HAVE AND TO HOLD the said premises with their appurtenances for the 10 year term beginning June 5, 2014 through June 4, 2024, subject to termination and renewal rights as may be hereafter set forth.

This Lease Amendment contains 2 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: IBAY ROBERN
Title: President
Entity Name: Tree Investments, LLC
Date: 7-10-14

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service, _____
Date: 7/14/14

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: Accounting Mgr
Date: 7-10-14

3. **The amount of space occupied is as follows:**

    7,580 rentable square feet (rsf) which yields 6,591 ANSI/BOMA Office Area square feet (usf) of office and related space in the building located at 1060 Guadalupe, Kerrville, TX 78028, together with 40 parking spaces.

4. **Section 1.03 A, Rent and Other Consideration, is revised as follows:**

    Effective June 5, 2014 through June 4, 2019, the total annual rent shall be $212,181.83 at the rate of $17,681.82 paid monthly in arrears.   The total annual rent consists of shell rent of $120,980.00, an annual operating cost of $38,200.00, Tenant Improvements in the amount of $234,050.38 amortized at 5% over 60 months, plus all future CPIs.

    Effective June 5, 2019 through June 4, 2024, the total annual rent shall be $183,432.00 at the rate of $15,286.00 paid monthly in arrears.   The total annual rent consists of shell rent of $145,232.00, an annual operating cost of $38,200.00, plus all future CPIs.

TERM	RSF	SHELL RENT	*OPERATING RENT	*TENANT IMPROVEMENTS	ANNUAL RENT
Years 1-5	7,580	$120,980.00	$38,200.00	$53,001.83	$212,181.83
Years 6-10	7,580	$145,232.00	$38,200.00	$0.00	$183,432.00

5. **Section 1.04 of the Lease is hereby amended as follows:**

    Jones Lang LaSalle ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is ▊▊▊▊ and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only ▊▊▊▊ of the Commission, will be payable to **Jones Lang LaSalle Americas, Inc.** with the remaining ▊▊▊, 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.

6. **The last sentence of Section 1.09 of the lease is hereby amended as follow:**

    The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is $1.96 per rentable square foot (RSF).

7. **The Lessor hereby waives restoration as a result of all improvements.**

INITIALS: _____ & _____
         LESSOR   GOVT