

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5 (Revised)
	TO LEASE NO. GS-07B-17059
ADDRESS OF PREMISES 1060 Guadalupe Street Kerrville, TX 78028	PDN Number:

THIS AGREEMENT, made and entered into this date by and between **R&D Real Estate Holdings, Ltd.**

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.

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

The purpose of this Lease Amendment No. 5 (Revised) is to:

- 1) replace Lease Amendment No. 5, executed 2/28/14;
- 2) to provide for Change Order No. 1, which revises the electrical, data and security requirements included as a part of the tenant improvements to be provided by the Lessor in the Government's leased space;
- 3) adjust the rent accordingly.

This Lease Amendment contains 7 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: TONY ROBERTS
 Title: President
 Entity Name: R&D Real Estate Holdings
 Date: 3-17-14

FOR THE GOVERNMENT

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 3-25-2014

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: Accounting mgr.
 Date: 3-17-14

- 1) "The Lessor and the Government mutually agree that this agreement, Lease Amendment No. 5 (Revised), replaces Lease Amendment No. 5, executed between the parties on February 28, 2014."
- 2) "The parties mutually agree that the Lessor shall provide, install, and maintain the additional electrical work items more particularly described on Page 4 of this Lease Amendment, and providing further; that, the parties agree that the price for data cabling shall be increased by [REDACTED] to change the cabling from CAT 5 to CAT 6, including CAT 6 patch panels and certification in accordance with industry standards. The parties further agree that the security control panels shall be moved within the Premises as required to accommodate the approved layout. Upon the Lease Amendment (LA) being fully executed by the Government, the Lessor shall consider this a Notice to Proceed for the alterations required in Change Order #1. The total cost of CO #1 is [REDACTED]."

The Government and the Lessor have agreed that the total cost of the TI shall change from [REDACTED] to **\$233,830.38** [REDACTED]. The TI cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TI costs covered by Exhibit "A".

- 3) In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of **\$233,830.38** (6,591 USF x \$35.4772) shall be amortized through the rent over 60 months at 5%, payable monthly at the rate of \$4,412.67.

Section 1.03.A of the lease is hereby amended as follows:

TERM	RSF	SHELL RENT	*OPERATING RENT	*TENANT IMPROVEMENTS	ANNUAL RENT	PRSF RATE
Years 1-5	7,580	\$120,980.00	\$38,200.00	\$52,952.01	\$212,132.01	\$27.99
Years 6-10	7,580	\$145,232.00	\$38,200.00	\$0.00	\$183,432.00	\$24.20

*The Tenant Improvement Allowance is amortized at a rate of 5 percent per annum for 5 years.

Per Section 4.01 of the lease, the Lessor shall complete Tenant Improvements within 120 working days of receiving the Notice to Proceed from the Government. Any deviations from the Scope of Work (SOW) and the approved DIDs (Design Intent Drawings) will not be permitted unless prior written authorization is obtained from the GSA Contracting officer.

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

INITIALS: TR LESSOR & DJ GOV'T