

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 9
	TO LEASE NO. GS-07P-LTX17059
LEASE AMENDMENT	
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. 9 is to:

1. Replace Lease Amendment No. 4, executed 12/3/2013
2. To provide Notice To Proceed with construction.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 3, 2013 follows:

- 1.) The Lessor and the Government mutually agree that this agreement, Lease Amendment No. 9, replaces Lease Amendment No.4, executed between the parties on December 8, 2013.

This Lease Amendment contains 3 pages, including Exhibit "A".

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: President  
 Entity Name: Tree Investments, LLC  
 Date: 7-10-14

FOR THE GO

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

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
 Name: Wanda Blanton  
 Title: Accounting Mgr.  
 Date: 7-10-14

*Wanda Blanton*

- 1) The Government hereby accepts the Lessor's proposal to provide all labor and materials necessary to install and maintain the improvements and issues a Notice to Proceed for Tenant Improvements in the amount of \$226,351.48 as depicted in Exhibit "A" TI Cost Summary (TICS). In accordance with the lease paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$226,351.48 shall be amortized through the rent over 60 months at 5%, and is included in the annual rent payment identified in Section 1.03 of the Lease. 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.

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, all Tenant Improvement costs will be reconciled into the rent by a subsequent Lease Amendment.

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

INITIALS: TR  
LESSOR & Dj  
GOVT