GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 04	
LEASE AMENDMENT	TO LEASE NO. GS-07P-LTX17109	
ADDRESS OF PREMISES: Rayford Business Park, 312 Spring Hill, Suite 400 Spring, Texas 77386-3712	PDN Number: PS0030088	

THIS AGREEMENT, made and entered into this date by and between Reddy Properties Inc.

whose address is:

110 S Tranquil Path,

Spring, TX 77380-2760

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 is to accept the leased premise as substantially complete. **NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the signature hereof by both parties and delivered, as follows:

- 1.) To accept the Tenant Improvements as substantially complete; and
- 2.) To establish the Commencement Date of the lease rental payments; and
- 3.) To establish the square footages of the leased space; and
- 4.) To provide the annual rental amounts; and
- 5.) To establish the Governments' Percentage of Occupancy and establish the Base Year for Taxes; and
- 6.) To provide the reduction amount for vacant space; and
- 7.) To establish the Base for the Operating Cost adjustments; and
- 8.) To establish the Common Area Factor; and
- 9.) To provide for the payment of the Tenant Improvements and Tenant Specific Security; and
- 10.) To state the Broker Commission and the Commission Credit; and
- 11.) To deleted the following paragraphs; and
- 12.) All other terms and conditions are in full force and effect.

See Attached

This Lease Amendment contains 3 pages inclusive of EXHIBIT's A, and B.

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

FOR THE LESSOR:	FOR THE
Signature: SEDW PAKAN	Signature: Name:
Title: PRESIDENT Entity Name: Reddy Properties Inc.	Title: Lease Contracting Officer GSA, Public Buildings Service, 819 Taylor St., Room 11B
Date: 4 15/2015	Fort Worth, TX. 76102-0181 Date: 4/15/24/5

Signature:
Name:
Title:
VICE PRESIDENT
Date:

- 1.) The tenant improvements have been *substantially* completed and the government accepts the leased space on March 11, 2015.
- 2.) The Commencement Date of the rental payments shall be March 11, 2015 and shall expire on March 10, 2025, subject to the termination rights set forth in the lease.
- 3.) The leased premise square footage shall be 10,800 Rentable Square Feet (RSF) yielding 2,800 ANSI/BOMA Office Area (ABOA) and 8,000 ANSI/BOMA Warehouse Area (ABOA)
- 4.) The Government shall pay the Lessor annual rent amounts as follows:

From March 11, 2015 through March 10, 2020, the total annual rental shall be \$178,068.28 at the rate of \$14,839.02 (rounded) paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$100,440.00, annual Operating Costs of \$45,576.00 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$30,769.16, and annual Building Specific Security (BSS) of \$1,283.12.

From March 11, 2020 through March 10, 2025, the total annual rent shall be \$146,016.00 at the rate of \$12,168.00 paid monthly in arrears. The total annual rent consists of Shell Rent of \$100,440.00 and Operating Costs of \$45,576.00 plus annual Operating Cost adjustments. There are no annual Tenant Improvement Amortization or BSS costs.

- 5.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 40% (10,800 RSF/27,000 RSF) and the new Base Year for taxes shall be the taxes in the year of 2016.
- 6.) The Government's Adjustment for Vacant Space shall be a reduction of \$2.00/ABOA.
- 7.) In accordance with the Lease paragraph 1.12 entitled "Operating Cost Base", the escalation base shall be \$45,576.00 (10,800 SF X \$4.22).
- 8.) In accordance with the Lease paragraph 1.01 entitled "The Premises", the Common Area Factor shall be 100% (10,800 (RSF) yielding 2,800 Office (ABOA) and 8,000 Warehouse (ABOA)).
- 9.) The total cost of the Tenant Improvements is \$736,116.45. The Lessor and the Government agree that a lump-sum payment for a portion of the total Tenant Improvement cost shall be made in the amount of \$601,224.45 The remaining balance of \$134,892.00 (\$129,492.00 TI + \$5,400.00 BSS) shall be amortized monthly into the rent at the rate of 7 percent (7.0%) over the first five (5) years of the lease as stated in paragraph 4 above.

The Lessor agrees that the invoice shall be printed on the same letterhead as the party named on this lease, shall include the lease number, building address, and a price and quantity of the items delivered. It shall reference the number PS0030088 and shall be sent electronically to the GSA Finance Website at http://www.finance.gsa.gov/defaultexternal.asp. 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

The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

Patrick Staley
U.S. General Services Administration
819 Taylor Street 7PRA; Room 11 B217
Fort Worth, Texas 76102

INITIALS:

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10.) AmeriVet Real Estate Services Inc. ("Broker") together with Mary Maxey Commercial Real Estate (as State Licensed Cobroker) as small business partner for CBRE Inc. under the GSA National Broker Contract 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 AmeriVet Real Estate Services 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. Notwithstanding the "Rent and Other Consideration" paragraph of the Lease, the shell rental payments due and owing under the lease shall be reduced to recapture fully this commission credit. The reduction in shell rent shall commence with the first month.
of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:
Month 1 Rental Payment \$14,839.023 minus prorated commission credit of equals equals adjusted 1st Month?
Month 2 Rental Payment \$14,839.023 minus prorated commission credit of equals adjusted 2nd Month Rent.

11.) Delete the following Paragraphs;

Paragraph 3.52 LEADERSHIP IN ENERGY AND ENVIROMENTAL DESIGN (LEED) (DEC 2010) of Lease LTX17109 (GSA FORM L201C) is here by deleted Entirely.

Paragraph 3.53 INDOOR AIR QUALITY DURRING CONSTRUCTION (DEC 2007) of Lease LTX17109 (GSA FORM L201C) is here by deleted and replaced with "EXHIBIT A", attached hereto and made a part hereof.

Paragraph 3.54 SYSTEM COMMISSIONING (APR 2011) of Lease LTX17109 (GSA FORM L201C) is here by deleted and replaced with "EXHIBIT B", attached hereto and made a part hereof.

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

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