

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-07P-LTX17072
ADDRESS OF PREMISES 5509 S. Donnybrook Avenue Tyler, TX 75703-6112	PDN Number: PS0032976

THIS AMENDMENT is made and entered into between **Curtis Investments – Tyler, LLC**

whose address is: 5641 SMU Blvd., Suite 100
Dallas, TX 75206-5026

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

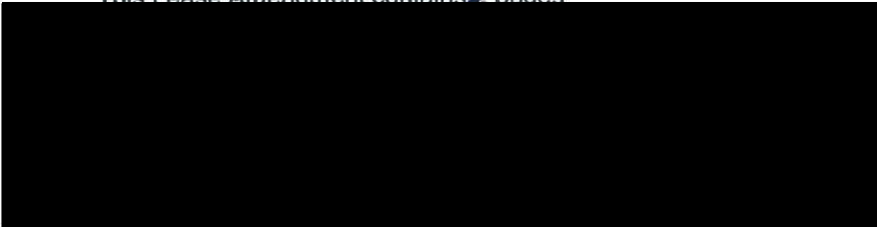
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

- 1.) To update the Lease number; and
- 2.) To accept the Tenant Improvements as substantially complete; and
- 3.) To replace the Lease Term; and
- 4.) To replace section 1.03 RENT AND OTHER CONSIDERATION; and
- 5.) To replace section 1.04 BROKER COMMISSION AND COMMISSION CREDIT; and
- 6.) To restate the total Tenant Improvement costs and provide method for payment

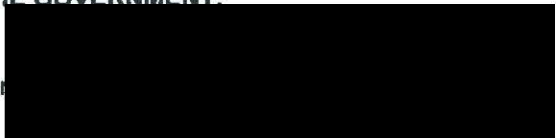
All other terms and conditions of this lease shall remain in full force and effect.

This Lease Amendment contains ³ pages.



below date.

THE GOVERNMENT:



Title: President
 Entity Name: Curtis Investments - Tyler, LLC
 Date: 03/30/2016

Name: _____
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 7/21/16

WITNESSED FOR THE LESSOR BY:



Signature: _____
 Name: _____
 Title: Vice Pres. client
 Date: 3/30/16

1. The Lease number of this project shall be changed from GS-07B-17072 to GS-07P-LTX17072
2. The Tenant Improvements have been substantially completed and the Government accepts the leased space on March 23, 2016.
3. Lease Term of GSA Lease is hereby deleted and replaced with the following:

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning on March 23, 2016 and continuing through March 22, 2031 for a period of subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government."

4. Section 1.03 sub paragraph A – RENT AND OTHER CONSIDERATION is hereby deleted and replaced with the following:

A. The Government shall pay the Lessor annual rent, payable in monthly in arrears at the following rates:

	YEARS 1-10 03/23/2016 – 03/22/2026	YEARS 11-15 03/23/2026 – 03/22/2031
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$307,846.40	\$341,795.20
TENANT IMPROVEMENTS RENT	\$70,439.38	\$00.00
OPERATING COSTS	\$110,047.00	\$110,047.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$ 00.00	\$00.00
TOTAL ANNUAL RENT	\$488,332.78	\$451,842.20

*The Tenant Improvement Allowance is amortized at a rate of 7.5 percent per annum for 10 years

5. Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT is hereby deleted and replaced with the following:

1.04 BROKER COMMISSION AND COMMISSION CREDIT

A. 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 [REDACTED] and is earned upon lease execution payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Jones Lang LaSalle [REDACTED] of the [REDACTED] has already been paid to Jones Lang LaSalle at Lease execution. The remaining [REDACTED] [REDACTED]) will be payable to Jones Lang LaSalle upon execution of this Lease Amendment.

The remaining [REDACTED] 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 commence with the first full month for 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 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:

INITIALS: CC & JL
LESSOR & GOVT

Month 1 Rental Payment of \$40,694.40 minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment of \$40,694.40 minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment of \$40,694.40 minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

Month 4 Rental Payment of \$40,694.40 minus the prorated commission credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.*

6. The date of substantial completion of the Tenant Improvements (TI) and Building Specific Amortized Capital (BSAC) is established as March 23, 2016. The Government and Lessor agree that the total cost to Government, including all approved change orders, is \$809,762.88.

Of the \$809,762.88 the Tenant improvement Allowance (TIA) of \$494,512.25 and are amortized into the rent for ten (10) years at the rate of 7.5% as described in the Lease. The remaining \$315,250.63 shall be paid to Lessor upon completion as described herein.

The Government shall reimburse the Lessor in a lump sum payment in the amount of \$315,250.63 upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Lease Contracting Officer.

- a. The Total Improvement costs include all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TI's.
- b. The payment required by this Agreement shall be made in accordance with Prompt Payment Act. Once the Lease Amendment (LA) is fully executed by the Government and the Lessor, the Lessor may then submit for the lump-sum payment.
- c. To submit for payment of the lump-sum payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number **PS0032976** 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 1-800-676-3690 or email fw-clientservices@gsa.gov.
- d. 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

- e. Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Leasing Specialist at the following address:

General Services Administration
Attn: Wendy Nevels
819 Taylor Room 11B
Ft. Worth, TX 76102

All other terms and conditions of this lease shall remain in full force and effect.

INITIALS: cc & [Signature]

LESSOR

&

GOVT