

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07P-LTX17109
ADDRESS OF PREMISES <b>Rayford Business Park 312 Spring Hill, Suite 400 Spring, Texas 77386-3712</b>	PDN Number: PS0030088

**THIS AMENDMENT** is made and entered into 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:

1. To describe the Tenant Specific Security (TSS) change order (C/O #01) scope of work;
2. To provide for a Notice to Proceed for TSS C/O #01 and an anticipated date of completion;
3. To change the total cost of the Tenant Improvements (TIs) and/or TSS;
4. To restate the TI Allowance and Building Specific Amortized Capital (BSAC) Allowance;
5. To provide for method of payment of the total TI cost and TSS cost; and
6. All other terms and conditions shall remain in full force and effect.


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

See Attached

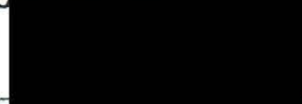
This Lease Amendment contains 2 pages.

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: REDDY TRANQUIL  
Title: PRESIDENT  
Entity Name: REDDY PROPERTIES INC  
Date: 2/22/2015

**FOR THE GOVERNMENT:**

Signature:   
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 2/27/2015

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: REDDY TRANQUIL  
Title: VICE PRESIDENT  
Date: 2/22/2015

1.) The Lessor and the Government have agreed to upgrade the security system from a generic brand to a [REDACTED], described henceforth as TSS C/O #01. The Lessor shall provide all the materials, labor, and services required to provide the completion of the security system upgrade, TSS C/O #01

2.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed for TSS C/O #01 (as described in paragraph 1) as it relates to the upgrade of the security system from a generic brand to a [REDACTED]. The Lessor and the Government have agreed that the total cost the TSS C/O #01 is [REDACTED]. The anticipated date of completion is on or before March 12, 2015.

3.) The Government and the Lessor have agreed that the total cost of the TIs and TSS shall change from [REDACTED] to \$736,116.45. [REDACTED] [REDACTED] [REDACTED] \$736,116.45). The TI and TSS 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 and TSS costs covered by TSS C/O#01 on or before the anticipated date of completion.

4.) The TI Allowance per the Lease Agreement is \$129,492.00 and the BSAC Allowance is \$5,400.00. The Allowances shall be amortized over the first five (5) years of the term at an interest rate of 7.0%. The total amount of the TI and BSAC allowance to be amortized is \$134,892.00. The Government retains the right to buy-down all or a portion of the BSAC allowance.

5.) The Government shall pay for a portion of the total TI Cost by amortizing \$129,492.00 over the first five (5) years of the firm term, monthly, in arrears, at an interest rate of 7.0%. Additionally, the Government shall pay for a portion of the TSS cost by amortizing \$5,400.00 over the first five (5) years firm term, monthly, in arrears, at an interest rate of 7.0%. The total amount the Lessor shall amortize is \$134,892.00. The remaining balance of \$601,224.45 [\$736,116.45 (Total TI and TSS) - \$129,492.00 (TI amortized) - \$5,400.00 (TSS amount amortized) = \$601,224.45] shall be paid by a lump-sum payment.

Upon the completion of the TI and TSS, and the acceptance thereof by the Government, the rent commencement date and the adjusted rent schedule (if required due to the amount amortized) shall be established by a separate LA. The subsequent LA shall include the term of the scheduled rent, the Annual Shell Rent amount, the annual Operating Cost amount, and the annual amortized TI and BSAC cost (if any).

Once the exact amount of the lump-sum payment has been determined by both parties and the LA is fully executed by the Government and the Lessor, then the Lessor may submit for 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 se number, building address, and a price and quantity of the items delivered. **The invoice 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.

Lessors who are unable to process the invoices electronically may mail the invoices to the following address:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration  
ATTN: Patrick Staley  
819 Taylor Street, Room 11B  
Fort Worth, TX 76102

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

INITIALS:     *amb*     &     *PS*      
LESSOR & GOV'T