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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE | LEASE AMENDMENT No. 4 |
| LEASE AMENDMENT | TO LEASE NO. GS-07B-17179 |
| ADDRESS OF PREMISES 690 S. Loop 336 West Conroe, TX 77304-3319 | PDN Number: N/A |

THIS AMENDMENT is made and entered into between **336 AT SOUTH MEDICAL, LTD.**

whose address is: 1011 Medical Plaza Dr., STE 190
The Woodlands, TX 77380-3270

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

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

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 March 7, 2014 as follows:



- 1.) To accept the tenant improvements as substantially complete and;
- 2.) establish the Commencement Date of the lease rental payments; and
- 3.) establish the termination date of the lease; and
- 4.) provide the annual rental amounts; and
- 5.) to provide for payment of Tenant Improvements; and
- 6.) to provide for payment of Building Specific Security costs, and
- 7.) establish the Commission and Commission Credit; and
- 8.) all other terms and conditions are in full force and effect.

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:  Steve H
Title: Lessor
Entity Name: 336 at South Medical, Ltd.
Date: 03-25-14

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 4/1/14

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Patty Folk
Title: Prop. Mgr.
Date: 3.25.14

- 1.) The tenant improvements have been substantially completed and the government accepts the leased space on March 7, 2014.
- 2.) The commencement date of the rental shall be March 7, 2014 and shall expire on March 6, 2024.
- 3.) The Government may terminate this lease in whole or in part effective at any time after March 6, 2019 (the fifth (5th) year of this lease) by giving at least 180 days' prior notice, in writing, to the Lessor. No rental shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the date of the mailing.
- 4.) The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

| | Firm Term (3/7/14 – 3/6/19) | Non Firm Term (3/7/19 – 3/6/24) |
|---|--------------------------------|------------------------------------|
| | Annual Rent | Annual Rent |
| Shell Rent ¹ | \$125,419.00 | \$148,918.56 |
| Tenant Improvements rent ² | \$34,575.27 | \$0.00 |
| Operating Costs ³ | \$29,968.54 | \$29,968.54 |
| Building Specific Security ⁴ | \$3,916.36 | \$0.00 |
| Total Annual Rent | \$193,879.17 | \$178,887.10 |

5.) The total cost of the Tenant Improvements, including all approved Change Orders is \$145,510.00. The total Tenant Improvement 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 Tenant Improvements.

The Government shall pay for the total Tenant Improvement Cost by amortizing \$145,510.00 over the first five years of the term at an interest rate of 7.0%.

6.) The Building Specific Security Costs of \$16,482.00 are amortized over the first five years of the term at an interest rate of 7.0%.

7.) **STUDLEY, INC.** (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 **STUDLEY, INC.** with 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 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 this Lease, the shell rental payments due and owing under this 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 \$16,156.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1ST Month's Rent.*

Month 2 Rental Payment \$16,156.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2ND Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

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

INITIALS:  LESSOR &  GOVT