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|---|------------------------------|
| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT No. 2 |
| | TO LEASE NO. GS-07P-LTX00101 |
| ADDRESS OF PREMISES HELM PLAZA II 1100 S. FILLMORE STREET AMARILLO, TX 79101 | PDN Number: N/A |

THIS AMENDMENT is made and entered into between **SMT HELM II AMARILLO LTD**

whose address is: 8325 Douglas Ave
Suite 815
Dallas, TX 75225

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 give notice to proceed for approved change orders 1-3.

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 the full execution of this lease amendment as follows:

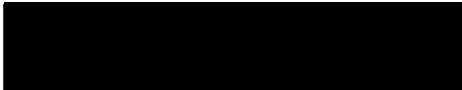
1. To state and establish the total cost of the Tenant Improvements from LA 1; and
2. To approve change order work for the change orders 1-3 and to provide for the payment of the Tenant Improvements; and
3. To establish the total cost of the Tenant Improvements; and
4. To restate the rent; and
5. Restate the Broker Commission and the Commission Credit Paragraph; and
6. All other terms and conditions of the Lease shall remain in full force and effect

This Lease Amendment contains 3 plus Exhibit A (1page) 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.

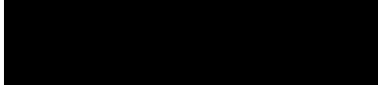
FOR THE LESSOR:

Signature: 
Name: SCOTT M. THOMPSON
Title: GENERAL PARTNER
Entity Name: SMT Helm II, Amarillo, Ltd
Date: 5/30/18

FOR THE GOVERNMENT:

Signature: 
Name: Me'Chaela Buford
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 5/31/2018

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: IRVING M GROVES, JR
Title: _____
Date: 5/30/18

Continued on page 2

- The total cost for the tenant improvements is **\$578,962.16** as outlined on the attached Exhibit A. **\$578,962.16** has been amortized into the rent as tenant improvements at 7.0% for 84 months. The tenant improvements are accepted as *substantially* completed and the Government accepts the leased premise on October 29, 2017. The Lessor and Government agree that certain buildout requirements remain unfinished. The Lessor is required to complete the work outlined in Attachment B – GSA 1204 Form.

Within seven (7) calendar days of the completion date outlined in Attachment A the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all Tenant Improvements have been completed. In the event of any failure by the Lessor to complete the work in a timely manner, the Government will allow for a seven (7) calendar day cure period in which the deficiencies are required to be repaired or remediated. In the event the work is not completed to the Government's satisfaction, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No additional extensions will be granted.

- The following changes are approved and made in accordance with the changes clause of the General Clauses of the Lease, Section 52.270-14

| <u>TI Change Order Number</u> | <u>Change Order Cost</u> |
|---------------------------------------|--------------------------|
| 1 – Sink and Eye Testing Station | [REDACTED] |
| 2 – Exterior Sign | [REDACTED] |
| 3 – Window Blinds | [REDACTED] |
| Total Cost of TI Change Orders | [REDACTED] |

- The total cost for the above work is [REDACTED]. All changes performed under this contract shall not exceed [REDACTED].

Total cost of the Tenant Improvements and Change Orders is revised from [REDACTED] to [REDACTED]

| | |
|-------------------------------------|------------|
| Amortized TI (at Notice to Proceed) | [REDACTED] |
| Change Order 1-3 (LA 2) | [REDACTED] |
| Total Construction Costs | [REDACTED] |

The Lessor and Government agree the cost of the tenant improvements \$578,962.16 shall be amortized into the rent at the rate of 7.00% over the first seven (7) years of the Lease as stated in the Lease.

- The Government shall pay the Lessor annual rent as follows:

From **October 29, 2017** through **May 16, 2018**, the total annual rental shall be \$315,239.62 at the rate of \$26,269.97 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$202,350.62 and annual Operating Costs of \$112,889.00 plus annual Operating Cost adjustments.

From **May 17, 2018** through **May 16, 2025**, the total annual rental shall be \$420,096.70 at the rate of \$35,008.06 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$202,350.62, annual Operating Costs of \$112,889.00 plus annual Operating Cost adjustments, and annual Tenant Improvement Amortization cost of \$104,857.08

May 17, 2025 through **October 28, 2029**, the total annual rent shall be \$315,239.62 at the rate of \$26,269.97 per month in arrears. The total annual rent consists of Shell Rent of \$202,350.62 and Operating Costs of \$112,889.00 plus accrued annual Operating Cost adjustments. There are no annual Tenant Improvement or Building Security amortization costs.

INITIALS: Smj LESSOR & [Signature] GOV'T

5. Paragraph 11 from LA 1 (1.04 BROKER COMMISSION AND COMMISSION CREDIT) is hereby deleted and replaced with the following:

1.04 BROKER COMMISSION AND COMMISSION CREDIT

Public Properties ("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 Public Properties 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 the 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 \$35,008.06 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$35,008.06 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment \$35,008.06 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

Month 4 Rental Payment \$35,008.06 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.

6. All other terms and conditions of the Lease shall remain in full force and effect.

INITIALS: SM & MM
LESSOR GOV'T