

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 5

TO LEASE NO. GS-07B-16954

ADDRESS OF PREMISES MIDWAY ATRIUMS
14285 Midway Road
Addison, TX 75001-3614

12/03/13

THIS AMENDMENT, made and entered into this date by and between MIDWAY ASCENT, LLC, (Former Lessor), and SASKAWAY SIX LP, (Lessor).

whose address is 5485 BELT LINE ROAD, SUITE 125
DALLAS, TX 75254

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

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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 23, 2013, as follows:

1. SASKAWAY SIX LP, Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-16954 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after August 23, 2013. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-16954 against Former Lessor and ratifies and confirms all actions heretofore taken by Former Lessor with respect to the contract with the same force and effect as if the actions had been taken by Lessor. Nothing contained herein shall be construed as releasing the Former Lessor from the Former Lessor's obligations under the terms of the lease.
2. The Government agrees to accept the furnishing of the aforesaid premises in accordance with the terms, provisions, and conditions of said lease, as amended reserving however, all the Government's rights against Lessor and Former Lessor.
3. SASKAWAY SIX LP, Lessor waives all rights to payments under subject lease as against the Government arising prior to August 23, 2013.
4. MIDWAY ASCENT, LLC, former Lessor, confirms the transfer and waives any claims and rights against the Government that it now has or may have in the future in connection with this lease after August 23, 2013.
5. General Services Administration is required to have its lessors register in the System for Award Management (SAM). The SAM is the primary vendor database for the United States Government and is valuable to you to ensure payment. SAM validates the lessor's information and electronically shares the secure and encrypted data with the federal agencies' finance offices to facilitate paperless payments through electronic funds transfer. Lessors must update or renew their registration annually to maintain an active status. For assistance contact the SAM Help Desk at www.sam.gov or, you may call 866-606-8220.
6. Notwithstanding the foregoing, all payments heretofore made by the Government to MIDWAY ASCENT, LLC, Former Lessor, and all other actions hereto taken by the Government pursuant to its obligations under the contract shall be deemed to have discharged the Government's obligations under the contract to the extent of the amounts so paid or reimbursed or such actions taken. The actual change of ownership took place on August 23, 2013, and the rent payments from that date to the current date were paid to former lessor and both lessor and former lessor waive rental claims stemming from those payments.

(Continued on Page 2 attached hereto and made a part of SLA No. 5 to Lease GS-07B-16954)

Lease Amendment No. 5 attached to and made a part of Lease GS-07B-16954.

7. SASKAWAY SIX LP, (Lessor) agrees to indemnify and then save harmless the United States of America from and against any actions, loss, claims, or damages the United States of America may suffer or sustain by reason of the United States of America making payment under the Lease to MIDWAY ASCENT, LLC and SASKAWAY SIX LP.

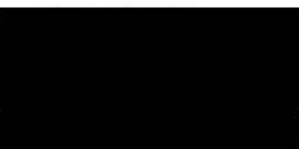
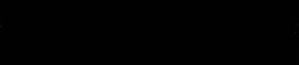
8. The new owner of GS-07B-16954 is required to complete the GSA form 3518 enclosed and return it with the Lease Amendment, which will be made part of the lease.



9. PAYEE ADDRESS:



SASKAWAY SIX LP
5485 BELT LINE ROAD, SUITE 125
DALLAS, TX 75254


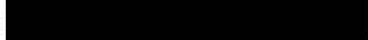
All other terms and conditions of the lease shall remain in force and effect.

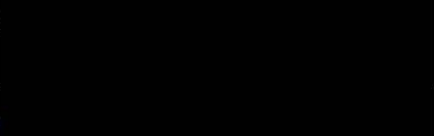
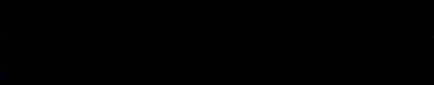
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor 
Signature: 
Name: Carol H. [Redacted]
Title: VP of SASKAWAY FIVE LLC, LESSOR'S GP
Date: 11-14-13

IN PRESENCE OF 
Signature: 
Name: KAREN SMITH
Title: _____
Date: NOVEMBER 14, 2013

Former Lessor 
Signature: 
Name: R. Maurice Crowe, Jr
Title: Manager
Date: 11/14/13

IN PRESENCE OF 
Signature: 
Name: Robert T Kruezel
Title: Sr. VP of Operations
Date: 11/14/13

UNITED STATES OF AMERICA 
Signature: 
Name: _____

Lease Contracting Officer
General Services Administration
819 Taylor Street
Fort Worth, TX 76102-6105

Date: 12/03/13