

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07B-16994
ADDRESS OF PREMISES 6801 Sanger Avenue, Suite 1020 Waco, TX 76710	PDN Number:

THIS AGREEMENT, made and entered into this date by and between Sandstone Executive Plaza, LP

whose address is: 2101 Cedar Springs  
Suite 1500  
Dallas, TX 75201-2147

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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 16, 2013, as follows:


- 1.) To establish Notice to Proceed with the installation of fire retardant plywood and paint.

This Lease Amendment contains 3 pages, including Exhibit "A".

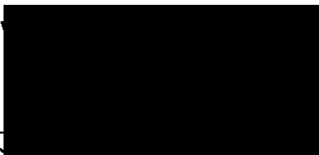
All other terms and conditions of the lease shall remain in force and effect.

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


FOR THE LESSOR:

Signature:   
Name: Lowell Sand  
Title: Manager  
Entity Name: Sandstone Executive Plaza, LP  
Date: 8/5/13

FOR THE GO

Signature:   
Name: [Redacted]  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 8-27-13

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: [Redacted]  
Title: Executive Assistant  
Date: Just August 5, 2013

WHEREAS, upon the Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the alterations required in Change Order (C/O) #1 dated June 6, 2013 as it relates to the installation of fire retardant plywood, which includes fire retardant paint, as depicted in Exhibit "A". The total cost of C/O #1 is [REDACTED].

WHEREAS, the Government and the Lessor have agreed that the total cost of the TI shall change from [REDACTED] to \$143,375.57 [REDACTED]. The TI 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 costs covered by Exhibit "A".

In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$143,375.57 ( 8,623USF x \$16.63) shall be amortized through the rent over 60 months at 5%, payable monthly at the rate of \$2,705.67.

**Section 1.03.A of the lease is hereby amended as follows:**

TERM	RSF	SHELL RENT	*OPERATING RENT	*TENANT IMPROVEMENTS	BUILDING SPECIFIC SECURITY	ANNUAL RENT	PRSF RATE
Years 1-5	9,916	\$154,292.96	\$24,195.04	\$32,468.09	\$1,041.69	\$211,997.78	\$21.27
Years 6-10	9,916	\$157,862.72	\$24,195.04	\$0.00	\$0.00	\$182,057.76	\$18.36

\*The Tenant Improvement Allowance is amortized at a rate of 5 percent per annum for 5 years.

Per Section 4.01 of the lease, the Lessor shall complete Tenant Improvements within 120 working days of receiving the Notice to Proceed from the Government. Any deviations from the Scope of Work (SOW) and the approved DIDs (Design Intent Drawings) will not be permitted unless prior written authorization is obtained from the GSA Contracting officer.

INITIALS: LS & D  
LESSOR GOVT