GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2	
	TO LEASE NO. GS-07P-LTX17109	
LEASE AMENDMENT		
ADDRESS OF PREMISES:	PDN Number: PS0030088	
Rayford Business Park		
312 Spring Hill, Suite 400		
Spring, TX 77386-3712		:

THIS AGREEMENT, made and entered into this date by and 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. The purpose of this lease amendment is to give a notice to proceed for Tenant Improvements, and Tenant Specific Security.

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

- 1) Description of the scope of work and provide an anticipated completion date; and
- 2) To provide for a Notice to Proceed; and
- 3) To establish the total cost of the Tenant Improvements (TIs) and Tenant Specific Security (TSS); and
- 4) To establish the Tenant Improvement Allowance and Building Specific Amortized Capital Allowance (BSAC); and
- 5) To provide for the method of payment of the total TIs and TSS; and
- 6) All other terms and conditions of the lease shall remain in full force and effect.

See Attached

This Lease Amendment contains two (2) pages.	
IN WITNESS WHEREOF, the parties subscribed their names	as of the belov
FOR THE LESSOR:	FOR THE GO
Signature: Name: Title: Entity Name: Date: Signature: PREADENT PROVERTIES INC	Signature: Name: Title: Lease Contracting Officer GSA, Public Buildings Service, Leasing Division Date: 10-22-14
WITNESSED FOR THE LESSOR BY	
Signature: Name: Title: Date: Signature: Signature:	

1.) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the TIs and TSS.

The Lessor remains responsible for the accuracy of the Construction Drawings when compared to the Government approved Design Intent Drawings.

- 2.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction of the TIs and TSS. The anticipated date of completion of all the TIs and TSS is February, 3 2015.
- 3.) The Government and the Lessor have agreed that the total cost of the TIs and TSS is \$732,382.03.

 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 by the anticipated date of completion.

Any changes of the Construction Drawings, which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

- 4.) The Tenant Improvement Allowance per the Lease Agreement is \$129,492.00 and the Building Specific Amortized Capital (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 \$597,490.03 [\$732,382.03 (Total TI and TSS) \$129,492.00 (TI amortized) \$5,400.00 (TSS amount amortized) = \$597,490.03] 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 total 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 the 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 Lease 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/defaultexterndl.asp. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at (800) 676-3690.

If the Lessor is unable to process the involce electronically, then the invoice may be mailed to:

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

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

General Services Administration ATTN: David Garrison 819 Taylor Street, Room 11B Fort Worth, TX 76102 817-978-0345

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

INITIALS:

LESSOR

GOV'T

Lease, Amendment Form 07/12