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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT No. 2 |
| | TO LEASE NO. GS-07B-17072 |
| ADDRESS OF PREMISES 5509 S. Donnybrook Avenue Tyler, TX 75703-6112 | PDN Number: PS0032976 |

THIS AMENDMENT is made and entered into between **Curtis Investments – Tyler, LLC**

Whose address is: 5641 SMU Blvd., Suite 100
Dallas, TX 75206-5026

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 establish a Notice To Proceed (NTP) with construction and to provide payment information.

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 execution by the Government as follows:

- 1) As stipulated in Lease Paragraph 4.05 (G), the Government formally issues a Notice To Proceed with the Tenant Improvement construction to the Lessor based on the Final Tenant Improvement Cost Summary (TICS) dated August 17th, 2015 in the amount of \$739,474.88. Tenant Improvement Cost Summary (TICS) can also be located in Exhibit 'A' of this Lease Amendment. The Government will not pay any additional cost over this amount without prior written approval by the GSA Lease Contracting Officer. Of the \$739,474.88, the Tenant Improvement Allowance of \$494,528.30 will be amortized through the rent over 120 months at 7.5%, and is included in the annual rent payment identified in Section 1.03 of the Lease. The remaining \$244,946.58 shall be paid to Lessor upon completion, inspection, and acceptance of the space as described herein.
- 2) Per Section 4.01 of the lease, the Lessor shall complete Tenant Improvements within 150 working days of receiving the Notice To Proceed from the Government. Any deviations from the Scope of Work (SOW) and the approved DID's (Design Intent Drawings) will not be permitted unless prior written authorization is obtained from the GSA Contracting officer.

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.

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| <div style="background-color: black; width: 100%; height: 40px; margin-bottom: 5px;"></div> <p>Title: <u>President</u> Entity Name: <u>Curtis Investments - Tyler, LLC</u> Date: <u>09/23/2015</u></p> | <p>FOR THE <div style="background-color: black; width: 100%; height: 40px; display: inline-block;"></div></p> <p>Signature Name: <div style="background-color: black; width: 100%; height: 40px; display: inline-block;"></div> Title: <div style="background-color: black; width: 100%; height: 40px; display: inline-block;"></div></p> <p>Date: <u>GSA, Public Buildings Service, 9/24/15</u></p> |
| <div style="background-color: black; width: 100%; height: 40px; margin-bottom: 5px;"></div> <p>Title: <u>Vice President</u> Date: <u>09/23/2015</u></p> | |
| Lease Amendment From 8/15 | |

- 3) Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor a lump sum payment in the amount of \$244,946.58, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Government.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Lease Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

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

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: GSA LEASE CONTRACTING OFFICER – KRISTINE DELTORTO
200 NW 4TH STREET, ROOM 4050
OKLAHOMA CITY, OK 73102

A proper invoice must include the following:

Invoice date

Unique invoice #

Name of the Lessor as shown on the Lease

Lease contract number, building address, and a description, price, and quantity of the items delivered

GSA PDN # PS0032976

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

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

INITIALS:

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LESSOR

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