

FIRST AMENDMENT TO SHOPPING CENTER LEASE

THIS FIRST AMENDMENT TO SHOPPING CENTER LEASE (this "Amendment") is made as of Apr 29, 2022, by and between **RCC MERCHANTS WALK, LLC**, a Virginia limited liability company, ("Landlord") and **GMET COMMUNICATIONS, LLC**, a Texas limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain lease dated August 28, 2019 (referred to herein together with all amendments thereto as the "Lease"), whereby Tenant leased from Landlord the Leased Premises located at Merchants Walk Shopping Center in Richmond, Virginia, as more particularly described therein; and

B. Landlord and Tenant desire to amend the Lease on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Landlord and Tenant hereby agree to extend the Term of the Lease for one (1) three (3) year term commencing on December 1, 2022 and expiring on November 30, 2025 (the "Option Term"). Minimum Rent during the Option Term will be in the amount specified below:

<u>Term</u>	<u>\$PSF</u>	<u>Monthly Rent</u>	<u>Annual Minimum Rent</u>
12/01/22 – 11/30/25	\$16.00	\$1,533.33	\$18,399.96

2. Annual Minimum Rent payable during this Option Term does not include (and is in addition to) amounts payable by Tenant to Landlord for their pro rata share of Common Area Maintenance, Real Estate Tax and Insurance.

3. Tenant will have one remaining three (3) year option. Option can be exercised by written notice to Landlord no later than July 31, 2025.

4. Except as hereby amended, the Lease shall remain unchanged and in full force and effect.

5. In the event of any conflict between the terms and conditions of the Lease and the terms and conditions of this Amendment, this Amendment shall control.

6. Any capitalized terms not defined herein shall be given the meanings assigned to them in the Lease. Tenant acknowledges that Landlord is not in default under the Lease and that all provisions of the Lease are in full force in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

LANDLORD:

RCC MERCHANTS WALK, LLC
a Virginia limited liability company

By: HRE RETAIL INCOME FUND GP II, LLC
a Delaware limited liability company, its Manager

Don Kamencik
[Don Kamencik \(Apr 29, 2022 16:05 EDT\)](#)

Witness

By: Ashby Hackney
[Ashby Hackney \(Apr 29, 2022 15:05 EDT\)](#)

Ashby R. Hackney, Managing Member

TENANT:

GMET COMMUNICATIONS, LLC
a Texas limited liability company

By: Juan Iparraguirre
[Juan Iparraguirre \(Apr 29, 2022 13:57 CDT\)](#)

Juan C Iparraguirre, Vice President












First Amendment - Cricket - Merchants Walk

Final Audit Report

2022-04-29

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"First Amendment - Cricket - Merchants Walk" History

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✔ Agreement completed.

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