

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 3	DATE 9.14.10
TO LEASE NO. GSB-07B-16625		
ADDRESS OF PREMISES: Northwood Tower 1777 NE Loop 410, San Antonio, TX 78217		
THIS AGREEMENT, made and entered into this date by and between Equastone 1777 Tower, L.P., A Delaware Limited Partnership		
whose address is 8910 University Center Lane, Suite 400 San Diego, CA 92122		
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto agree to supplement the above Lease as follows:		
1.) To accept the tenant improvements as substantially completed; and 2.) establish the Commencement Date of the lease rental payments; and 3.) establish the square footages of the leased space; and 4.) provide the annual rental amounts; and 5.) establish the Government's percentage of occupancy.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:		
Sec Attached		
IN WITNESS WHEREOF, the parties subscribe their names as of the above date.		
Equastone 1777 Tower, LP a Delaware limited partnership		
By: Equastone ET I, LLC and Equastone ET II, LLC Delaware limited liability companies Its: General Partners		
By: <u>Mark E. Oemcke</u> Name: Mark E. Oemcke Title: Chief Financial Officer Witnessed in the presence of :		
<u>Brent Hodges</u> Signature	<u>8910 University Center Lane, Ste. 400</u> (Address)	
<u>Brent Hodges</u> Printed Name	<u>San Diego, CA, 92122</u> City, State, Zip	
UNITED STATES OF AMERICA <u>Thomas Bell</u> Thomas Bell		
<u>Contracting Officer</u> (Official Title)		

Supplemental Lease Agreement #3
LTX16625
1777 NE Loop 410
San Antonio, TX 78217

1.) The tenant improvements have been substantially completed with the inclusion of the punch list(Attachment "A") and the government accepts the leased space.

2.) The commencement date of the rental shall be July 26, 2010 and shall expire on July 25, 2020.

3.) The office space square footage shall be 20,764 rentable square feet yielding 18,901 ANSIBOMA Office Area (Usable Area).

4.) The Government shall pay the Lessor annual rent as follows:

From July 26, 2010 through July 25, 2015 the total annual rental shall be \$568,885.79 at the rate of \$47,407.15 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$316,443.36, annual Operating Costs of \$123,753.44 plus annual Operating Cost adjustments, and annual Tenant Improvement Amortization cost of \$128,688.99.

From July 26, 2015 through July 25, 2020 the total annual rent shall be calculated by increasing the Shell Rent to \$414,864.72 and adding annual Operating Costs of \$123,753.44 plus annual Operating Cost adjustments. The annual Tenant Improvement Amortization cost amount of \$128,688.99 will no longer be part of the annual rent calculation. The calculated total annual rent shall be paid monthly in arrears. Annual Operating Cost adjustments shall continue until the expiration date of the lease.

5.) The percentage of occupancy for Tax Reimbursement purposes shall be: 8.1% (20,764 rsf /256,429 rsf) and the new base year for taxes shall be the taxes in the year of 2010.

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

Gov't Initials CRB

Lessor Initials: MA