

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 4

TO LEASE NO. **GS-07B-16724**

ADDRESS OF PREMISES

10222 San Pedro, San Antonio, Texas 78216

THIS AGREEMENT, made and entered into this date by and between
CRG San Pedro, LTD

whose address is

4040 Broadway
Suite 520
San Antonio, Texas 78209

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 September 20, 2012, as follows:

1. Paragraph 1 of the Lease shall be deleted and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises:

A total of 33,906 rentable square feet (RSF) of office and related space, which yields 32,369 ANSI/BOMA Office Area square feet (USF) of space at 10222 San Pedro, San Antonio, Texas 78216 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are one-hundred forty (140) onsite parking spaces for the exclusive use of the Government; 100 of which shall be reserved/secured for employee parking."

Continued on Page 2

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: _____

Title: _____

Entity Name: _____

Date: _____

MANAGER OF OP

CRG SAN PEDRO, LTD

9/10/12

FOR THE GOVERNMENT

Signature: _____

Name: _____

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: _____

Eduardo O Perez

GSA, Public Buildings Service

10.9.12

WITNESSED BY

Signature: _____

Name: _____

Title: _____

Date: _____

ROBERT ROSSINI

MANAGER

9/29/12

2. Paragraph 2 of the Lease shall be deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 20, 2012, and continuing for a term through 15 years, expiring September 19, 2027, unless earlier terminated by the Government as described in Paragraph 4 of the lease."

3. Paragraph 3 of the Lease shall be deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent of \$1,062,089.64 for years 1 through 10, which consist of annual Operating costs of \$183,770.52 with annual CPI adjustments, annual amortized Tenant Improvements (TI) of \$153,730.74, and annual amortized Building Specific Amortized Capital (BSAC) of \$11,545.19.

The Government shall pay the Lessor annual rent of \$986,664.60 for years 11 through 15, which consist of annual Operating costs of \$183,770.52 with annual CPI adjustments.

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 5TX0149A. Rent for a lesser period shall be prorated. Rent shall be made payable to:

CRG SAN PEDRO, LTD.
4040 BROADWAY, SUITE 520
SAN ANTONIO, TX 78209-6300"

4. Paragraph 4 of the Lease shall be deleted in its entirety and replaced with the following:

"4. The Government may terminate this lease at any time after September 19, 2022 by giving at least sixty (60) calendar days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

5. Paragraph 17 of the Lease shall be deleted in its entirety and replaced with the following:

"17. In accordance with Paragraph 2.4 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of 4% of the firm term value of this lease ("Commission"). The total amount of the Commission is \$12,100,000. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 1.13, only \$200,000.00, which is 1.65% of the Commission, will be payable to Studley when the Lease is awarded. The remaining \$11,900,000.00, which is 98.35% of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments (\$713,043.18 / 12 months = \$59,420.27 per month) due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue throughout the fourth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

Month 1:	\$88,507.47 minus prorated Commission Credit of \$6,100.00 equals \$82,407.47 adjusted First Month's Rent
Month 2:	\$88,507.47 minus prorated Commission Credit of \$6,100.00 equals \$82,407.47 adjusted Second Month's Rent
Month 3:	\$88,507.47 minus prorated Commission Credit of \$6,100.00 equals \$82,407.47 adjusted Third Month's Rent
Month 4:	\$88,507.47 minus prorated Commission Credit of \$6,100.00 equals \$82,407.47 adjusted Fourth Month's Rent

INITIALS:


LESSOR

&


GOVT

6. Use of the GSA Form 276, Supplemental Lease Agreement (SLA) has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."

7. All other terms and conditions remain in full force and effect.

END OF LEASE AMENDMENT No. 4

INITIALS: *MA* & 
LESSOR & GOV'T