

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

July 25, 2012

LEASE NO.

GS-07B-16926 (LTX16926)

THIS LEASE, made and entered into this date by and between **Brass Centerview Holdings, LLC**

whose address is: 10010 SAN PEDRO, STE. 450
San Antonio, TX 78216-5844

and whose interest in the property hereinafter described is that of **OWNER**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

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

A total of 12,858 rentable square feet (RSF) of office and related space, which yields 11,181 ANSI/BOMA Office Area square feet (ABOA) of space on the second (2nd) floor of the Borden Building located at 4241 Piedras Drive East, San Antonio, TX 78228-1423 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 sixty (60) on-site surface parking spaces, for the exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 1, 2012, and continuing for a term through 10 years, expiring April 30, 2022, unless earlier terminated by the Government as described in Paragraph 4 of the lease."

3. The Government shall pay the Lessor annual rent at the following rate:

The Government shall pay the Lessor annual rent of \$229,442.05 at the rate of \$19,120.17 per month in arrears for years 1 through 5, which consist of annual Shell rent of \$138,926.52, at a rate of \$11,577.21 per month, annual Operating costs of \$56,236.15 at a rate of \$4,686.35 per month, annual amortized Tenant Improvements (TI) of \$24,599.52 at a rate of \$2,049.96 per month, and annual amortized Building Specific Amortized Capital (BSAC) of \$9,679.86 at a rate of \$806.65 per month.

For years 6 through 10, Government shall pay Lessor total annual rent of \$210,485.46 at a rate of \$17,540.46 per month in arrears. The total annual rent shall consist of Shell rent of \$154,249.31 at a rate of \$12,854.11 per month and Operating rent of \$56,236.15 at a rate of \$4,686.35 per month with annual CPI adjustments.

Rent for a lesser period shall be prorated. Rent shall be made payable to:

Brass Centerview Holdings, LLC
14427 Brook Hollow Blvd., No. 336
San Antonio, TX 78232

4. The Government may terminate this lease in whole or in part at any time after April 30, 2017 by giving at least ninety (90) 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. ~~This lease may be renewed at the option of the government for the following rentals:~~

~~Provided notice shall be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term, all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, such facilities, utilities, services, and maintenance shall be provided as specified in the attached SFO 0TX2493, except as noted in the following:
 - (a) The existing AC Supplemental Units (two 3 ton units, and one 4 ton unit) are to be submetered by the Lessor, and Lessor will bill the occupant monthly, accepting payments in arrears. The maintenance and repair of the units are to be contracted for separately by the occupant of the space.
 - (b) The existing 5 ton AC Supplemental Unit serving the existing conference room will remain property of the Lessor and be used by the tenant only in the event the environment of that area is not maintained as required in the lease. The Lessor will maintain responsibility for operation, maintenance and repair of the unit. Cost for utilities for this unit will be covered as part of E18 of the GSA form 1217 submitted as the Lessor's proposal to the solicitation.

7. The following are attached and made a part hereof:
 - A. Solicitation for Offers 0TX2493 dated May 10, 2011 (Pages 1-36);
 - B. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05) (Pages 1-33);
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - D. Exhibit A – Legal Description
 - E. Exhibit B – Floor Plans

8. The following changes were made in the lease prior to its execution:

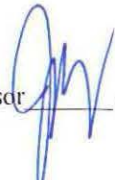
Paragraph 5 is intentionally omitted and has been struck through.

9. In accordance with the SFO paragraph 3.2 entitled *Required Tenant Improvements*, Tenant Improvements in the total amount of \$96,482.14 shall be amortized through the rent for five (5) years at the rate of 10.0%.
10. Building Specific Security costs in the total amount of \$37,965.50 shall be amortized through the rent for five (5) years at the rate of 10.0%.
11. Studley, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to Studley, Inc. with the remaining [REDACTED], which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding Paragraph 3 of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$19,120.17 minus prorated commission credit of \$[REDACTED] equals \$[REDACTED] adjusted 1th Month's Rent.
 Month 2 Rental Payment \$19,120.17 minus prorated commission credit of \$[REDACTED] equals \$[REDACTED] adjusted 2nd Month's Rent.
 Month 3 Rental Payment \$19,120.17 minus prorated commission credit of \$[REDACTED] equals \$[REDACTED] adjusted 3rd Month's Rent.
 Month 4 Rental Payment \$19,120.17 minus prorated commission credit of \$[REDACTED] equals \$[REDACTED] adjusted 4th Month's Rent.
 Month 5 Rental Payment \$19,120.17 minus prorated commission credit of \$[REDACTED] equals \$[REDACTED] adjusted 5th Month's Rent.

12. In accordance with SFO Paragraph 1.3, *Measurement of Space*, the common area factor is established as 1.149987 (12,858 RSF / 11,181 USF).
13. In accordance with SFO Paragraph 4.1, *Tax Adjustment*, the percentage of Government occupancy is established as 27.9358% (12,858 RSF / 46,027 RSF).
14. In accordance with SFO paragraph 4.2, *Operating Costs*, the escalation base is established as \$56,236.15 per annum.

Lessor  &  Government

15. In accordance with SFO paragraph 4.3, *Adjustment for Vacant Premises*, the adjustment is established as \$0.27 per ABOA (USF) for vacant space (rental reduction).
16. In accordance with the SFO paragraph 4.5, *Overtime Usage*, the rate for overtime usage is established as \$35.00 per hour beyond the normal hours of operation of 6:30 AM to 4:30PM, Monday through Friday.
17. The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the lease space and/or any subsequent modifications required during the lease period. At the Government's sole discretion alterations will remain in the leased space after termination of the Lease contract and will become property of the Lessor.
18. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
19. **Unauthorized Improvements:** All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and Brass Centerview Holdings, LLC. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the term of the lease agreement or authorized in writing by the GSA Contracting Officer. **If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space.**
20. The Lessor will coordinate carpet, paint selection, and blast film with the tenant agency. The tenant improvements shall be completed in its entirety within one hundred twenty (120) days of the award date in accordance with Section 11.0 of SFO 0TX2493. Lessor hereby waives restoration.

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



NAME OF SIGNER	
J Rick Rodriguez	
San Pedro, #450 San Antonio, TX 78216	
NAME OF SIGNER	
KIM Schwarz	
UNITED STATES OF AMERICA	
NAME OF SIGNER	
Kristine Deltorto	
OFFICIAL TITLE OF SIGNER	
CONTRACTING OFFICER	



STANDARD FORM 2 (REV. 12/2006)
 Prescribed by GSA - FPR (41 CFR) 1-16.60