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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT No. 3 |
| | TO LEASE NO. GS-07B-17038 |
| ADDRESS OF PREMISES 4849 North Mesa Street El Paso, Texas 79912 | PDN Number: PS0030039 |

THIS AMENDMENT is made and entered into between Plains Capital Bank, a Texas state banking association (Lessor)

whose address is: 2323 Victory Ave., Ste. 1400
Dallas, TX 75219

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

WHEREAS, the parties hereto desire to amend the above Lease Agreement to:

- 1) Accept the Tenant Improvements (TIs) as complete;
- 2) Establish the Commencement Date of the lease rental payments;
- 3) Provide the annual rental amounts;
- 4) To change the total cost of the TIs by reducing the full portion of the amortized TIs;
- 5) To provide for payment of the Tenant Improvements;
- 6) To state the revised Broker Commission and the Commission Credit;
- 7) Delete paragraph "1.09 OPERATING COST BASE (AUG 2011)";
- 8) Restate the parking; and
- 9) Terminate Lease Number GS-07B-15158.

NOW THEREFORE, the parties, for the considerations hereinafter stated, covenant and agree that the said Lease Agreement is amended, effective September 13, 2013, as follows:

This Lease Amendment contains 3 pages.

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: HEAD VICE PRESIDENT
Title: EVP
Entity Name: PLAINS CAPITAL BANK
Date: 10-6-14

FOR THE GOVERNMENT:



Signature: _____
Name: OLIVER S. [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 10-28-14

WITNESSED FOR THE LESSOR BY:



Signature: _____
Name: _____
Title: COO
Date: 10/6/14

- 1) The Tenant Improvements have been completed and the Government accepts the leased premise on September 13, 2013.
- 2) Paragraph "LEASE TERM" of this lease (GSA Form 201A, page 1) shall be deleted in its entirety and the following substituted therefore:

"LEASE TERM AND RENTAL CONSIDERATION"

The commencement date of this Lease, along with any applicable termination and renewal rights, shall be **September 13, 2013**.

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease, **September 13, 2013**, and continuing for a period of 10 Years, 5 Years Firm, through **September 12, 2023**, subject to termination and renewal rights as set forth in the lease.

- 3) The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

| | FIRM TERM | NON FIRM TERM |
|---------------------------------------|--------------------|--------------------|
| | ANNUAL RENT | ANNUAL RENT |
| SHELL RENT ¹ | \$37,282.38 | \$37,282.38 |
| TENANT IMPROVEMENTS RENT ² | \$0.00 | \$0.00 |
| OPERATING COSTS ³ | \$21,078.62 | \$21,078.62 |
| TOTAL ANNUAL RENT | \$58,361.00 | \$58,361.00 |

¹Shell rent (Firm Term) calculation: \$10.86 per RSF multiplied by 3,433 RSF

²The Lessor agreed to provide the Tenant Improvement Allowance of \$116,746.70 at no cost to the Government.

³Operating Costs rent calculation: \$6.14 per RSF multiplied by 3,443 RSF

- 4) The former Lessor, First National Bank, had previously agreed to provide a portion of the total Tenant Improvement costs, \$116,746.70, amortized over the first five (5) years (the firm term) of the lease agreement at an interest rate of 7.0 percent (7.0%) paid monthly in arrears. The Lessor, PlainsCapital Bank, has agreed to provide the portion of amortized tenant improvements, \$116,746.70, at no additional cost to the Government. The annual cost of the amortized portion of the Tenant Improvement costs shall change from \$27,740.70 paid monthly in arrears to \$0.00 paid monthly in arrears.

Lessor and the Government have agreed that the total cost of the TIs shall change from \$161,569.25 to \$44,822.55 [\$161,569.25 less \$116,746.70]. The TIs cost includes all of the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TIs.

- 5) The total cost of the TIs is \$44,822.55 [\$161,569.25 less \$116,746.70], and shall be paid by a lump-sum payment upon the substantial completion and acceptance by the Government of the TIs.
- 6) "1.04 BROKER COMMISSION AND COMMISSION CREDIT" of this lease (GSA Form 201A, page 1) shall be deleted in its entirety and the following substituted therefore:

1.04 BROKER COMMISSION AND COMMISSOIN CREDIT (SIMPLIFIED) (JUNE 2012)

a. Jones Lang LaSalle Americas, 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. Of the [REDACTED] due to the Broker, [REDACTED] has previously been paid by First National Bank upon lease award. Upon acceptance of the space and execution of this Lease Amendment, PlainsCapital Bank shall pay [REDACTED] to Jones Lang LaSalle Americas, 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.

INITIALS: _____
LESSOR

& _____
GOV'T

b. Previously, the reduction in the shell rental portion of the annual rent was to commence with the first full month of the rental payments and continue as indicated in the following schedule for adjusted Monthly Rent:

Month 1 Rental Payment of \$4,863.42 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st full month's Rent.

Month 2 Rental Payment of \$4,863.42 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd full month's Rent.

In lieu of reducing the rental payments for the Commission Credit over a 2 month period, the Government will retain the amount of [REDACTED] and reduce the lump-sum payment of [REDACTED] by [REDACTED]. The rental payments for the first 2 months will not be adjusted for the prorated commission credit and will remain at [REDACTED], paid monthly in arrears.

The exact amount of the lump-sum payment is [REDACTED]. To submit for payment of the lump-sum payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the party. The invoice shall reference the number PS0030039 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 1-800-676-3690 or email fw-clientservices@gsa.gov. If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

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

The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Leasing Specialist, Patrick Staley, via email (patrick.staley@gsa.gov) or at the following address:

Patrick Staley
U.S. General Services Administration
819 Taylor Street 7PRA; Room 11A139
Fort Worth, Texas 76102

- 7) Paragraph "1.09 OPERATING COST BASE (AUG 2011)" of this lease (GSA FORM L201-A, page 2) shall be deleted in its entirety. There shall be no Operating Cost Adjustments for this lease.
- 8) In accordance with paragraph "1.02 EXPRESS APPURTENANT (RIGHTS SIMPLIFIED) (JUN 2012)" Lease NO. GS-07B-17038, PAGE 1, GSA FORM L201A, and Block 16 of Exhibit A, Simplified Lease Proposal, GSA Form 1364A, the Lessor shall provide 3 surface parking spaces at no additional cost to the Government, reserved for the exclusive use of the Government. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- 9) Lease Number GS-07B-15158 is hereby terminated effective September 13, 2013. No rental shall accrue on or after this date for Lease Number GS-07B-15158.

INITIALS:


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