

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07B-17042
ADDRESS OF PREMISES: 4849 North Mesa El Paso, Texas 79912-5916	PDN Number: PS0026987

THIS AGREEMENT, made and entered into this date by and between Plains Capital Bank, a Texas state banking association, (Lessor).

whose address is: 2323 Victory Avenue, Suite 1400, Dallas, Texas 75219-7695

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

WHEREAS, the parties hereto desire to amend the above Lease. Purpose of this Lease Agreement is to accept the Tenant Improvements & Tenant Specific Security as complete.

- 1) To accept the Tenant Improvements (TIs) and Tenant Specific Security (TSS) as complete; 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; and
- 6) Establish the reduction amount for vacant space; and
- 7) Establish the Base for the Operating Cost adjustment; and
- 8) Establish the Common Area Factor; and
- 9) To change the total cost of the TIs and TSS; and
- 10) To provide for the payment of the TIs and TSS; and
- 11) To state the Broker Commission and the Commission Credit; and
- 12) All other terms and conditions are in full force and effect.

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

See Attached

This Lease Amendment contains 4 pages inclusive of Exhibit "A".

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

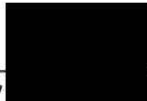
FOR THE LESSOR



Signature: _____
Name: _____
Title: EVP
Entity Name: Plains Capital Bank, a Texas banking association

Date: 9-13-14

FOR THE GOVERNMENT:



Signature: _____
Name: Don W. Day
Title: Lease Contracting Officer
GSA, Public Buildings Service, 819 Taylor St., Room 11B
Fort Worth, TX. 76102-0181

Date: 9/22/2014

WITNESSED BY LESSOR BY:



Signature: _____
Name: [Redacted]
Title: Executive Asst
Date: 13 Sept 14

1) The Tenant Improvements and Tenant Specific Security have been completed and the Government accepts the leased premise on September 13, 2013.

2) The Commencement Date of the rental shall be September 13, 2013 and shall expire on September 12, 2023, subject to the termination rights set forth in the lease. The firm term is 5 years.

3) The leased premise square footage shall be 12,084 Rentable Square Feet (RSF) yielding 10,508 ANSI/SOMA Office Area (ABOA).

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

From September 13, 2013 through September 12, 2023, the total annual rental shall be \$229,596.00 at the rate of \$19,133.00 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$159,750.48, annual Operating Costs of \$69,845.52, plus annual Operating Cost adjustments. There are no annual Tenant Improvement or Building Specific Amortized Capital Allowances.

5) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 33.14% (12,084 RSF/36,465 RSF) and the new Base Year for taxes shall be the taxes in the year of 2014.

6) The Government's Adjustment for Vacant Space shall be a reduction of \$4.00/ABOA.

7) In accordance with the Lease paragraph 1.13 entitled "Operating Cost Base", the escalation base shall be \$69,845.52 (12,084 RSF X \$5.78).

8) In accordance with the Lease paragraph 1.01 B entitled "The Premises", the Common Area Factor shall be 1.1500 (12,084 RSF/10,508 ABOA).

9) The Government and the Lessor have agreed that the total cost of the TIs and TSS shall change from \$156,498.00 to \$151,369.11 [\$156,498.00 - \$11,927.00 (credit) + \$8,400.00 - \$3,750.00 (credit) for C/O #3 - \$980.00 (credit) for C/O #4, + \$470.00 C/O #5 + \$2,658.11 = \$151,369.11]. The TIs (\$148,711.00) and TSS (\$2,658.11) cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tis and TSS costs covered by change orders #3, #4 and #5, as it relates to construction of elevator modifications, carpet and ceramic tile, respectively; all of which are depicted in Exhibit "A", attached.

10) The total cost of the Tis and TSS is \$151,369.11 [\$148,711.00 (TIs) + \$2,658.11 (TSS) = \$151,369.11], and shall be paid by a lump-sum payment upon the completion and acceptance by the Government of the TIs and TSS.

11) 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] Commission due 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, Plains Capital 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. Previously, the reduction in the shell rental portion of the annual rent was to commence with the first month of the rental payments and continue as indicated in the following schedule for adjusted Monthly Rent:

Month 1 Rental Payment of \$19,133.00 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment of \$19,133.00 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

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Month 3 Rental Payment of \$19,133.00 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

In lieu of adjusting the rental payments over a 3 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 3 months will not be adjusted for the prorated commission credit and will remain at \$19,133.00, paid monthly in arrears.

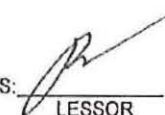

The exact amount of the lump-sum payment is [REDACTED]. To submit for payment of the lump-sum payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the party named on this lease, shall include the lease number, building address, and a price and quantity of the items delivered. It shall reference the number PS0026987 and shall be emailed to:

La Donna Jones (ladonna.jones@gsa.gov)
U.S. General Services Administration
819 Taylor Street 7PRA; Room 12 B
Fort Worth, Texas 76102-0181
PBS Payment Division (7BCP)
(817) 978-7119

The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer, Don Day, via email (don.day@gsa.gov) or at the following address:

Don W. Day
U.S. General Services Administration
819 Taylor Street 7PRA; Room 11 B
Fort Worth, Texas 76102-0181
817-978-7018

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

INITIALS:  LESSOR &  GOVT