

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-07P-LTX17333
ADDRESS OF PREMISES 40 NE Loop 410 San Antonio, TX 78216-5869	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between

Texas Name LTD

whose address is: 40 NE Loop 410, Suite 610
San Antonio, TX 78216

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 August 1, 2014 as follows:

- 1.) To establish the Commencement Date of the lease rental payments; and
- 2.) To establish the square footage of the leased space; and
- 3.) To provide annual rental amounts; and
- 4.) To establish the Percentage of Occupancy; and
- 5.) To establish the Base for the Operating Cost Adjustment; and
- 6.) To establish the Adjustment for Vacant Space, and
- 7.) To establish the Common Area Factor; and
- 8.) To establish the requirement for the fire alarm system replacement; and
- 9.) All other terms and conditions shall remain in full force and effect.

This Lease

IN WITNESS

FOR THE

Signature

Name:

Title:

Entity Name:

Date:

[Redacted Signature]

6/24/14

names as of

FOR

Signature

Name:

Title:

Date:

[Redacted Signature]

Thomas Bell

Lease Contracting Officer

GSA, Public Buildings Service

819 Taylor St, Room 11B, Fort Worth, TX 76102

7.2.14

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

[Redacted Signature]

Property Manager

6/24/14

- 1.) The Commencement Date of the rental shall be August 1, 2014 and shall expire on July 31, 2019, subject to the termination rights set forth in the lease.
- 2.) The leased premise square footage shall be 9,727 Rentable Square Feet (RSF) yielding 8,458 ANSI/BOMA Office Area (ABOA).
- 3.) The Government shall pay the Lessor annual rent as follows:

From August 1, 2014 through July 31, 2016, the total annual rent shall be \$240,840.52. The total annual rent consists of Shell Rent of \$194,540.00 and Operating Costs of \$46,300.52 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

From August 1, 2016 through July 31, 2019, the total annual rent shall be \$250,567.52. The total annual rent consists of Shell Rent of \$204,267.00 and Operating Costs of \$46,300.52 plus accrued annual Operating Cost adjustments. There are no annual Tenant Improvement costs.
- 4.) In accordance with the lease paragraph 1.11 entitled "Percentage of Occupancy for Tax Adjustment", the percentage shall be 6.08% (9,727 RSF/160,016 RSF) and the new Base Year for taxes shall be the taxes in the year of 2015.
- 5.) In accordance with the lease paragraph 1.13 entitled "Operating Cost Base," the escalation base shall be \$46,300.52 (9,727 RSF X \$4.76).
- 6.) In accordance with the lease paragraph 1.14 entitled "Rate for Adjustment for Vacant Leased Premises," the reduction shall be \$2.00 per ABOA.
- 7.) The Common Area Factor shall be 15.0035% (9,727 RSF/8,458 ABOA).
- 8.) In accordance with the lease paragraph 3.12 entitled "Fire Alarm System," sub-paragraph E, the building fire alarm control unit is over 25 years old as of the date of award of this lease. The Lessor shall have 90 calendar days from the award of this lease to install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

The Lessor and the Government agree that the requirement specified above has not been met and this item is deficient. The Lessor is required to cure this deficiency as part of the negotiated lease contract within 90 days of the Government's acceptance of the space for occupancy. Within 7 days of the completion date for the Lessor to cure the deficiency of this lease, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiency or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.
- 9.) All other terms and conditions of the lease shall remain in full force and effect.

INITIALS:

AN
LESSOR

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[Signature]
GOVT