

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL AGREEMENT NO. 4	DATE <u>5/3/10</u>
		TO LEASE NO. GS-07B-16422	
ADDRESS OF PREMISES 402 Isom Road San Antonio, Texas 78216			
This agreement, made and entered into this date by and between Gill San Antonio I, L.L.C., a Texas limited liability company whose address is: 20803 Stuebner Airline Road Spring, TX 77379 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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, January 14, 2010, 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 27,745 rentable (25,930 occupiable) square feet of fully serviced office space constructed on 3.188 acres located at 402 Isom Road, City of San Antonio, Bexar County, Texas, and one hundred sixty-six (166) on site parking spaces, including eight (8) handicap spaces to be used for such general office purposes as determined by the General Services Administration. The common area factor is agreed to as 1.06999614%."			
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 January 14, 2010, and continuing for a term through 15 years, expiring January 13, 2025, unless earlier terminated by the Government as described in Paragraph 4 of the lease."			
CONTINUED ON PAGE 2 ATTACHED AND MADE A PART HEREOF			
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 above date.			
GILL SAN ANTONIO I, L.L.C., a Texas limited liability company LESSOR:			
BY <u>[Signature]</u> (Signature)		<u>SOLE MANAGER</u> (Title)	
IN PRESENCE OF <u>[Signature]</u> (Signature)		<u>16222 Stuebner Airline #609</u> <u>Spring</u> (Address) <u>TX 77379</u>	
UNITED STATES OF AMERICA BY <u>[Signature]</u> (Signature)		CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION 819 Taylor Street, Room 5C05 <u>Ft. Worth, Texas 76102</u> (Official Title)	

3. Paragraph 3 of the Lease shall be deleted and the following substituted therefore:

"3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

TERM	MONTHLY RENT	ANNUAL RENT
Months 1 - 180	\$80,895.14343	\$970,741.7212

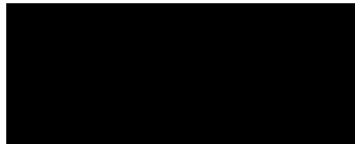
The gross rental rate stated above includes the following:

TERM	SHELL RENT ANNUAL	OPERATING EXPENSES ANNUAL	TENANT IMPROVEMENTS ANNUAL	BSAC ANNUAL
January 14, 2010 – January 13, 2025	\$717,634.7769	\$146,168.98	\$93,595.8757	\$13,342.0886

Rent for a lesser period shall be prorated. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 2TX0482.

Rent checks shall be made payable to:

INITIALS



Gill San Antonio I, LLC
20803 Stuebner Airline Road
Spring, TX 77379"

Gov't	Lessor
pb	JG

4. Paragraph 14 of the Lease shall be deleted and the following substituted therefore:

"14. Total tenant improvements for this project are \$1,308,234.00, based on requirements as outlined in the SFO No. 2TX0482, SSA's program of requirements and the Building Security Amortized Costs (BSAC). The Government agrees to amortize no more than \$916,640.02 for tenant improvements (based on \$35.35056 per ANSI/BOMA Office Area square foot) and the BSAC cost of \$130,667.00, into the rent at 6.13% for 180 months which has been included in the rent in Lease Paragraph 3 as revised per this Supplemental Lease Agreement Number 4. The Government agrees to fund, via lump sum payment, all tenant improvement costs above \$916,640.02 (tenant improvements) and \$130,667.00 (BSAC) which are \$260,926.98. Lessor acknowledges that it has elected to amortize the tenant buildout and BSAC amounts over the entire lease term at its sole risk. Therefore, Lessor agrees that should the Government terminate the Lease at any time following the 10th lease year, the Lessor shall not be reimbursed by the Government for any Tenant Improvement costs associated with the aforementioned Tenant Improvement Allowance.

Upon completion, inspection, and acceptance of the space by the Contracting Officer, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$260,926.98, upon receipt of an original invoice. The original invoice must be submitted directly to the GSA Finance Office at the following address:

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

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: GSA CONTRACTING OFFICER, Paula Barker
819 Taylor Street
Room 5C05
Ft. Worth, TX 76102

GOV'T	LESSOR
pb	JG

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San Antonio, Texas
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A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS-0015683 [NOTE: Invoices submitted without the PDN are immediately returned to the Vendor.]

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

5. Paragraph 16 of the Lease shall be deleted and the following substituted therefore:

"29. In accordance with Paragraph 1.13 (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 [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) [REDACTED] when the Lease is awarded and (ii) [REDACTED] 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 [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. Studley acknowledges receipt of a commission payment in the amount of \$[REDACTED], therefore the remaining balance due to Studley is [REDACTED]. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell portion of the annual rental payments beginning in the first full month and continuing until fully recaptured.

The shell portion of the annual rental payment (\$717,634.7769 / 12 months = \$59,802.8981 per month) shall be reduced to fully recapture this Commission Credit. The reduction in shell rental commences with the first full month of rental payment and continues throughout the month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

February 1, 2010 – February 28, 2010 Adjusted Rental Payment:	\$30,901.94343.
March 1, 2010 – March 31, 2010 Adjusted Rental Payment:	\$30,901.94343.
April 1, 2010 – April 30, 2010 Adjusted Rental Payment:	\$30,901.94343.
May 1, 2010 – May 31, 2010 Adjusted Rental Payment:	\$30,901.94343.

February 2010 Rental Payment \$80,895.14343 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted February 2010 Rent.
March 2010 Rental Payment \$80,895.14343 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted March 2010 Rent.
April 2010 Rental Payment \$80,895.14343 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted April 2010 Rent.
May 2010 Rental Payment \$80,895.14343 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted May 2010 Rent."

END OF SLA No 4

GOV'T <i>[Signature]</i>	LESSOR <i>[Signature]</i>
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