

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07B-16903
LEASE AMENDMENT	
ADDRESS OF PREMISES Fountainhead Tower 8200 W Interstate 10 San Antonio, TX 78230-3877	PDN Number: N/A

THIS AMENDMENT is made and entered into between EOS ACQUISITION I LLC

whose address is: 8200 W Interstate 10  
Suite 101  
San Antonio, TX 78230-3877

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

WHEREAS, the parties hereto desire to amend the above Lease to establish the date of completion of Tenant Improvements and beneficial occupancy, establish rental payments including amortized tenant improvement costs and establish the final commission amount and credit.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective February 1, 2014 as follows:

- 1.) To accept the tenant improvements as substantially complete and;
- 2.) establish the Commencement Date of the lease rental payments; and
- 3.) establish the termination date of the lease; and
- 4.) provide the annual rental amounts; and
- 5.) to provide for payment of Tenant Improvements; and
- 6.) establish the Commission and Commission Credit; and
- 7.) establish the annual cost for areas requiring 24-hour HVAC; and
- 8.) all other terms and conditions are in full force and effect.

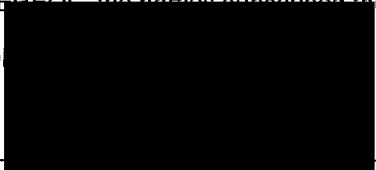
1.) The tenant improvements have been substantially completed and the government accepts the leased space on February 1, 2014.

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: Giovanna Carabines  
Title: Senior Vice President  
Entity Name: EOS Acquisition LLC  
Date: 2/27/2014

FOR THE GOVERNMENT:



Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
GSA, Public Buildings Service,  
Date: 4/10/14

WITNESSED FOR THE LESSOR BY:



Signature: \_\_\_\_\_  
Name: Patty Kardon  
Title: Vice President  
Date: 2/27/14

2.) The commencement date of the rental shall be February 1, 2014 and shall expire on January 31, 2024.

3.) The Government may terminate this lease in whole or in part effective at any time after January 31, 2019 (the fifth (5<sup>th</sup>) year of this lease) by giving at least 120 days' prior notice, in writing, to the Lessor. No rental shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the date of the mailing.

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

From February 1, 2014 through January 31, 2019, The Government shall pay the Lessor annual rent of \$135,322.00 in arrears, which includes annual Operating costs of \$26,234.00, and annual amortized Tenant Improvements (TI) of \$33,638.57.

From February 1, 2019 through January 31, 2024, Government shall pay Lessor total annual rent of \$113,114.75 in arrears. The total annual rent includes Operating costs of \$26,234.00.

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

EOS ACQUISITION I, LLC  
8200 W INTERSTATE 10, SUITE 101  
SAN ANTONIO, TX 78230-3877

5.) The total cost of the Tenant Improvements, including all approved Change Orders (C/Os #1, #2 and #3 totaling \$4,147.14) is \$141,609.01. The total Tenant Improvement 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 Tenant Improvements.

Upon completion, inspection and acceptance of the space, which is established as February 1, 2014, the Government shall pay for the total Tenant Improvement Cost by amortizing \$138,250.15 over the first five years of the term at an interest rate of 8.0%. The Lessor and the Government agree that a lump-sum payment for a portion of the total Tenant Improvement cost shall be made in the amount of \$3,358.86 upon completion and acceptance of the Tenant Improvements.

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 PS0028341** 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 817-978-2408.

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 Contracting Officer at the following address:

General Services Administration  
Attn: Meredith Whitley  
819 Taylor Street, Rm 11A00-114  
Fort Worth, TX 76102

6.) In accordance with Paragraph 2.6 *Broker Commission and Commission Credit*, **Studley, Inc.** ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is

INITIALS: lu LESSOR & MW GOV'T

██████████ and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit, only ██████████ of the Commission, will be payable to Studley, Inc. with the remaining ██████████ which is the "Commission Credit", shall 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 full month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

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

First Full Month's Rental Payment \$11,276.83 minus prorated Commission Credit of ██████████ equals ██████████ adjusted First Month's Rent.

Second Full Month's Rental Payment \$11,276.83 minus prorated Commission Credit of ██████████ equals ██████████ adjusted Second Month's Rent.

Third Full Month's Rental Payment \$11,276.83 minus prorated Commission Credit of ██████████ equals ██████████ adjusted Third Month's Rent.

7.) The hourly overtime HVAC rate specified in the Lease shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$1,233.38 for the area receiving the 24-hour HVAC. An invoice shall be submitted to the official placing the order for certification and payment. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

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

INITIALS: me & MW  
LESSOR GOV'T