

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 3

TO LEASE NO. GS-07B-16914

ADDRESS OF PREMISES: San Antonio Distribution Center  
3453 IH-35 North  
San Antonio, TX 78219-2333

THIS AGREEMENT, made and entered into this date by and between TC II Land, LP

whose address is 2013 Broadway  
San Antonio, TX 78215-1117

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 upon execution of this Lease Amendment by the Government, as follows:

- 1.) To accept the tenant improvements as completed and;
- 2.) establish the Commencement Date of the lease rental payments and termination date; and
- 3.) establish the square footages of the leased space; and
- 4.) provide the annual rental amounts; and
- 5.) establish the Governments percentage of occupancy; and
- 6.) establish the reduction amount for vacant space; and
- 7.) to provide for the payment of the Tenant Improvements; and
- 8.) establish the Broker Commission and Commission Credit; and
- 9.) remove requirement for [REDACTED] and
- 10.) replace GSA Form 276 Supplemental Lease Agreement with Lease Amendment; and
- 11.) all other terms and conditions are in full force and effect.

See Attached

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

FOR THE LESSOR:

TC II Land, LP, a Texas limited partnership  
By: ACK Management, LLC, a Texas limited  
liability company

Its: G [REDACTED]  
By: [REDACTED]

DATE: 10-8-12

FOR THE GO

Signature: [REDACTED]  
Name: [REDACTED] *Quint Carson*  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 10/14/12

WITNE

Signature: [REDACTED]  
Name: *ROBIN STEVENS*  
Title: *SR. Property Manager*  
Date: *10-8-12*

Supplemental Lease Agreement No. 3  
LTX16914  
3453 IH-35 North  
San Antonio, TX 78219-2333

1.) The tenant improvements have been *substantially* completed and the government accepts the leased space on October 2, 2012. The Lessor and the Government agree that the requirements specifically identified in Attachment A of this lease have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 15 calendar days of the Government's acceptance of the space for occupancy. Within 7 days of the completion date for the Lessor to cure the deficiencies in Attachment A 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 deficiencies 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.

2.) The commencement date of the rental shall be October 2, 2012 and shall expire on October 1, 2022, subject to termination rights as may be hereinafter set forth.

The Government may terminate this lease at any time on or after October 1, 2017 by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

3.) The office space square footage shall be 2,400 rentable square feet yielding 2,400 ANSI/BOMA Office Area (ABOA) square feet.

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

From October 2, 2012 through October 1, 2017 the total annual rental shall be \$77,328.33 at the rate of \$6,444.03 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$40,692.01, annual Operating Costs of \$15,993.00 plus annual Operating Cost adjustments, and annual Tenant Improvement Amortization cost of \$20,643.32.

From October 2, 2017 through October 1, 2022 the total annual rent shall be \$37,344.00. The total annual rent consists of Shell Rent of \$21,351.00 and Operating Costs of \$15,993.00 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

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

TC II LAND, LP  
2013 BROADWAY  
SAN ANTONIO, TX 78215-1117

5.) The percentage of occupancy for Tax Reimbursement purposes shall be: 5.44% (2,400 Rentable Square Footage, (RSF) /44,100 RSF) and the new Base Year for taxes shall be the taxes in the year of 2012.

6.) The Government's adjustment of vacant space shall be a reduction of \$1.62/RSF.

7.) The total cost of the Tenant Improvements is \$134,804.10. 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 \$49,962.76. The remaining balance of \$84,841.34 shall be amortized monthly into the rent at the rate of eight percent (8%) over the first five (5) years of the lease as stated in paragraph 4 above.

Gov't Initials: \_\_\_\_\_

Lessor Initials: \_\_\_\_\_



The Lessor agrees that the invoice shall be printed on the same letterhead as the 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 PS0023863** 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 this invoice electronically, and invoice may be mailed to:

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

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

Garhett Gordon  
U.S. General Services Administration  
819 Taylor Street 7PRA; Room 5A18  
Fort Worth, Texas 76102-0181

8.) In accordance with Paragraph 2.3 *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 [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit which is [REDACTED] only [REDACTED] of the Commission, will be payable to **Studley, Inc.** with the remaining [REDACTED] 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 4 of this Lease Amendment, 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 \$6,444.03 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$6,444.03 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$6,444.03 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

9.) Paragraph 10.20 of SFO 0TX2864 "[REDACTED] REQUIREMENTS (NOV 2005) (BUILDING SHELL)" is deleted in its entirety without replacement.

10.) Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."

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

Gov't Initials:

Lessor Initials: