

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

TO LEASE NO. GS-07B-16926

ADDRESS OF PREMISES

BORDEN BUILDING
4241 PIEDRAS DRIVE EAST
SAN ANTONIO, TX 78216-1423

THIS AGREEMENT, made and entered into this date by and between **BRASS CENTERVIEW HOLDINGS, LLC**
whose address is **10010 SAN PEDRO, STE. 450**
SAN ANTONIO, TX 78216-5844

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 July 25, 2012, as follows:

Section 2 of the Lease is deleted and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 25, 2012, and continuing for a term through 10 years, expiring July 24, 2022, unless earlier terminated by the Government as described in Paragraph 4 of the lease."

Section 4. of the Lease is deleted and replaced with the following:

"4. The Government may terminate this lease in whole or in part at any time after July 24, 2017 by giving at least ninety (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.

Continued on Page 2

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

Signature:

Name:

Title:

Entity Name:

Date:

[Redacted Signature]

Authorized Agent

Brass Centerview Holdings, LLC

8/7/12

FOR THE G

Signature:

Name: Ed P

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date:

[Redacted Signature]

9-6-2012

Title:

Property Manager

Date:

8/7/12

Section 11 of the Lease is deleted and replaced with the following:

"11. 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. Only \$ [redacted] of the Commission, will be payable to Studley, 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. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

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

- Month 1 Rental Payment \$19,120.17 minus prorated commission credit of \$ [redacted] equals \$ [redacted] adjusted 1st Month's Rent.
- Month 2 Rental Payment \$19,120.17 minus prorated commission credit of \$ [redacted] equals \$ [redacted] adjusted 2nd Month's Rent.
- Month 3 Rental Payment \$19,120.17 minus prorated commission credit of \$ [redacted] equals \$ [redacted] adjusted 3rd Month's Rent."

END

Lessor  &  Government