

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 3

TO LEASE NO. **GS-07B-16992**

7800 IH 10 WEST, SAN ANTONIO, TX 78230-4700

THIS AGREEMENT, made and entered into this date by and between **FROST NATIONAL BANK TRUSTEE**
whose address is

7800 IH 10 WEST, STE 435, SAN ANTONIO, TX 78230-4761

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 October 17, 2012, as follows:

The Purpose of this Lease Amendment No. 3 is to reflect the acceptance of an additional 3,721 rentable square feet (RSF) of fully serviced office space (3,212 ANSI/BOMA Office Area), revise the annual rental, operating cost base and the percentage of occupancy.

1. **"Use of the GSA Form 276, Supplemental Lease Agreement (SLA) has been discontinued. All references in the Lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be construed to mean "Lease Amendment."**

2. The Lessor hereby leases to the Government the following described premises:

A total of 52,751 rentable square feet (RSF) of fully serviced office and related space, which yields 45,530 ANSI/BOMA Office area square feet of space, located on floors 2, 3, 4, 7, and 8 of the offices located at 7800 IH 10 West, San Antonio, TX 78230-4700, to be used for such purposes as determined by the General Services Administration. Included in the rent, at no additional cost to the Government, are one hundred fifteen (112) onsite, non-reserved, structured parking spaces and fifty (53) onsite, non-reserved, surface parking spaces for use by employees and visitors.

3. The common area factor (CAF) is revised from 1.158609 to 1.158599.

(Continued on page 2)

FOR THE LESSOR:

Initials: [Signature]
Date: 11-24-12

FOR THE GOVERNMENT:

Initials: [Signature]
Date: 11-29-12

WITNESS FOR THE LESSOR:

Initials: TC
Date: 11-26-12

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4. Effective October 17, 2012, the Government shall pay the Lessor rent in the amount of \$1,205,666.71, plus accumulated cost adjustments, currently totaling \$4,806.95, as is demonstrated below:

<u>Years</u>	<u>Annual Shell Rent</u>	(includes CPI's prior to 10/17/12)	<u>BSAC</u>	<u>Annual Rent</u>	(in arrears)
		<u>Annual Operating Rent</u>			<u>Monthly Rent</u>
10/17/12 – 08/31/16	\$864,061.38	\$314,455.32	\$31,956.96	\$1,210,473.66	\$100,872.80
09/01/16 – 08/31/21	\$859,254.43	\$314,455.32	-	\$1,173,709.75	\$97,809.15

The rent shall be paid monthly, in arrears. The rental shall be adjusted annually in accordance with the paragraph 4.2, of the Solicitation for Offers, entitled "Operating Costs."

- Effective September 1, 2016, The Government shall pay the Lessor annual rent of \$1,173,709.75 at the rate of \$97,809.14 per month, in arrears. This annual rental shall be subject to future operating cost adjustments in accordance with paragraph 4.2 of the Solicitation For Offers, entitled "Operating Costs."
- The Government's percentage of occupancy is revised from 31.53% to 33.93%, based on total building rentable square footage of 155,490 RSF.
- The Government may terminate 49,030 RSF on floors 2, 3, 4 and 7, in whole or in part, at any time on or after August 31, 2016 by giving 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 mailing.

The Government may terminate 3,721 RSF on the 8th floor in whole or in part at any time on or after October 18, 2017 by giving ninety (90) days notice in writing to the Lessor and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

All other terms and conditions of the Lease shall remain in force and effect.

_____ has subscribed their names as of the _____

FOR THE _____

Signature _____

Name: _____

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 11-29-12

Name: _____
Title: Member
Entity Name: Endura Advisory Group G.P LLC
Date: 11-26-12

WITNESSED FOR THE LESSOR BY _____

Signature: _____

Name: _____

Title: Principal

Date: 11-26-12