

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07P-LTX17317
ADDRESS OF PREMISES University Heights Business Pk 5563 De Zavala Road, Suite 290 San Antonio, TX 78249	PDN Number:

THIS AMENDMENT is made and entered into between ARI UNIVERSITY HEIGHTS, LP

whose address is: 21031 Warner Center LN #C
Woodland Hills, CA 91367

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective March 4, 2016 as follows:

1. To increase annual rent; and
2. To reduce operating cost base; and
3. To establish hourly overtime HVAC rate; and
4. To provide for a lump sum payment; and
5. To incorporate Settlement Agreement.

This Lease Amendment contains 9 pages.

All other terms and conditions of the lease shall remain in force and effect.
 [Redacted] subscribed their names as of the below date.

FOR THE GOVERNMENT:

Signature: [Redacted]
 Name: [Redacted]
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 6/29/16

Entity Name: ART University Heights LP
 Date: 4/7/16

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
 Name: [Redacted]
 Title: Assistant Asst Manager
 Date: 4/7/16

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

	03/04/2016 – 07/31/2020 Firm Term	08/01/2020 – 07/31/2030 Non Firm Term
Shell Rent	\$356,359.50	\$356,359.50
Tenant Improvements	\$ 49,968.49	\$ 0.00
Operating Costs	\$ 80,860.72	\$ 80,860.72
BSAC	\$ 8,259.50	\$ 0.00
Total Annual Rent	\$495,448.21	\$437,220.22

2. The parties agree, for the purpose of applying the paragraph title "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$80,860.72 per annum.

3. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage."

\$5.00 per hour per zone
 No. of zones: 11
 \$55.00 per hour for the entire Space

4. The lessor shall receive a lump sum payment of \$13,132.96 for the electrical utility costs paid by the lessor from commencement of August 1, 2015 to March 3, 2016.

5. This LA incorporates by reference ARI University Heights, LP and General Services Administration Settlement Agreement of March 30, 2016. In exchange for the agreement and obligations of the attached March 30, 2016 Settlement Agreement and LA No. 3, ARI University Heights, LP, its representatives, agents, successors and assigns shall be deemed to have fully, finally, and forever irrevocably released, relinquished and discharged with prejudice its officers, directors, employees, representatives, agents, attorneys, successors, assigns, sureties, consultants, and subcontractors from any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, restitution, disgorgement, costs, attorneys' fees, interest, losses, expenses, obligations or demands, of any kind whatsoever, whether in arbitration, administrative, or judicial proceedings, suspected or unsuspected, threatened, asserted or unasserted, actual or contingent, liquidated or unliquidated, arising from or related to the claims, matters and issues which are the subject of CBCA No. 4660.

INITIALS:  LESSOR &  GOV'T