

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-07P-LTX17317
ADDRESS OF PREMISES University Heights 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 to accept the Tenant Improvements as complete and establish the commencement date of the lease rental payments.

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 upon execution by the Government as follows:

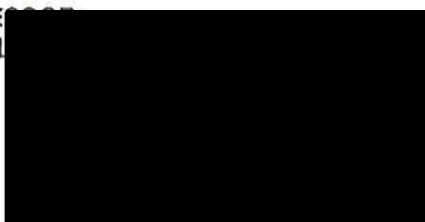
- 1.) Accept the Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC) as substantially complete;
- 2.) Establish the commencement date of the lease rental payments;
- 3.) Provide the annual rental amounts; and
- 4.) Accept Change Order 01 - 05; and
- 5.) Document changes to the Broker Commission and the Commission Credit; and
- 6.) All other terms and conditions of this lease shall remain in full force and effect.


See Page 2

This Lease Amendment contains 4 pages.

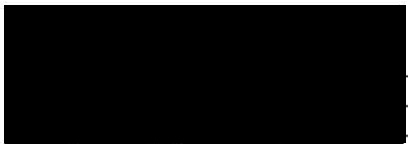
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:
ADLER REAL ESTATE

Signature: _____
Name: _____
Title: _____
Entity Name: Adler Realty Investments, Inc.
Date: 9-8-15

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 9/17/15

WITNESSED FOR THE LESSOR BY:


Signature: _____
Name: _____
Title: _____
Date: 9-8-15

1. The Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC) have been substantially completed and the Government accepts the leased space on July 30, 2015. The Lessor and the Government agree that the requirements specifically identified in the GSA Form 1204 Condition Survey Report; which is depicted in the attached Exhibit "A" (1 page), have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies by August 10, 2015. Within 7 days of the completion date for the Lessor to cure the deficiencies in Exhibit "A" of this Lease Amendment, 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 August 1, 2015, and shall expire on July 31, 2030, subject to the termination rights set forth in the lease.

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

	08/01/2015 – 7/31/2020 FIRM TERM	08/01/2020 – 7/31/2030 NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$296,645.22	\$296,645.22
TENANT IMPROVEMENTS RENT ²	\$ 49,968.49	\$ 0.00
OPERATING COSTS ³	\$ 119,245.92	\$ 119,245.92
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 8,259.50	\$ 0.00
PARKING ⁵	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$474,119.13	\$415,891.14

¹Shell rent calculation:

(Firm Term) \$14.16 per RSF multiplied by 20,950 RSF
 (Non Firm Term) \$14.16 per RSF multiplied by 20,950 RSF

²The Tenant Improvement Allowance of \$210,292.38 is amortized at a rate of 7 percent per annum over 5 years.

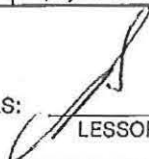
³Operating Costs rent calculation: \$5.69 per RSF multiplied by 20,950 RSF

⁴Building Specific Amortized Capital (BSAC) of \$34,760.10 are amortized at a rate of 7 percent per annum over 5 years

⁵Parking costs described under sub-paragraph H below

4. The parties mutually agree that the Government shall pay lump sum in the amount \$2,264.00, for Change Order (C/O) Proposals 01 - 05; for work that has been provided and installed by the Lessor in the Government's lease premises; which is depicted in the attached Exhibit "B" (1 page) and detailed below:

C/O Item	Description	Cost
1	Structural Engineer detail for added rebar at mezzanine footing	██████████
2	Special Inspections (Concrete, Steel, etc.)	██████████
3	Credit associated with use of existing AC and add of 4 ton unit in lieu of 7.5 ton unit.	██████████
4	██	██████████
5	██	██████████
Total Cost of Change Orders 1- 5		\$2,264.00

INITIALS:  LESSOR & RDL GOV'T

The Government and the Lessor have agreed that the total cost of the TI's and BSAC is \$337,392.44 [\$300,368.34 (TI) + \$34,760.10 (BSAC) + \$2,264.00 (C/O) = \$337,392.44]. TI and BSAC 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 TI's and BSAC.

The Government shall pay for a portion of the total Tenant Improvements by amortizing \$210,292.38 over the first five (5) years of the term at an interest rate of seven (7) %. Additionally, the Government shall pay for the total Building Specific Amortized Capital by amortizing \$34,760.10 over the first five (5) years of the term at an interest rate of seven (7) %. The remaining balance of the TI cost is \$92,339.96 (TI and BSAC total cost of \$337,392.44 - TI amortization of \$210,292.38 - BSAC amortization of \$34,760.10 = \$92,339.96), and shall be paid by a lump-sum payment.

The payment required by this Agreement shall be made in accordance with Prompt Payment Act. Once the LA is fully executed by the Government and the Lessor, the Lessor may then submit for the lump-sum payment.

To submit for payment of the lump-sum payment, 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. The invoice shall reference the number **PS0031365** 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 1-800-676-3690 or email fw-clientservices@gsa.gov.

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

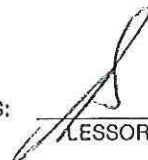
Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Leasing Specialist at the following address:

General Services Administration
Attn: John Chaggaris
819 Taylor Street, Room 11A-133
Fort Worth, TX 76102-0181

5. Paragraph 1.04, BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) of Lease No. GS-07P-LTX17317, is deleted in its entirety and replaced with the following:

A. Jones Lang LaSalle Americas, 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 Jones Lang LaSalle Americas, 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.

INITIALS:


LESSOR

&

RDL
GOV'T

B. Notwithstanding the "Rent and Other Consideration" paragraph 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 \$39,509.93 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$39,509.93 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration".

6. All other terms and conditions of this lease shall remain in full force and effect.

INITIALS: [Signature] LESSOR & RDL GOV'T