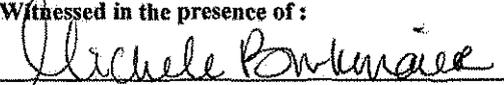
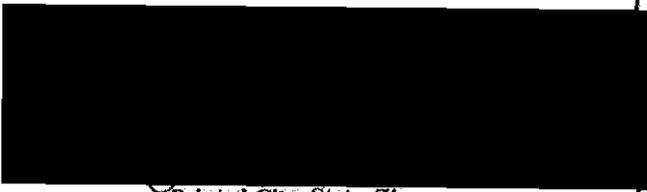


<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT <b>NO 1</b>	DATE <b>3.24.10</b>
TO LEASE NO. <b>GS-07B-16625</b>		
ADDRESS OF PREMISES: Northwood Tower 1777 NE Loop 410, San Antonio, TX 78217		
THIS AGREEMENT, made and entered into this date by and between Equastone 1777 Tower, L.P., A Delaware Limited Partnership  whose address is 8910 University Center Lane, Suite 500 San Diego, CA 92122  hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:  WHEREAS, the parties hereto agree supplement the above Lease.  <b>NOW THEREFORE</b> , these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:  (1) To replace paragraph 1 of the SF-2 describing the leased premise; and (2) to replace paragraph 14 of the SF-2 describing the overtime usage rate; and (3) to provide for a Notice to Proceed; and (4) to authorize the payment of a one-time-lump sum payment.  <p style="text-align: center;">See Attached</p> <b>IN WITNESS WHEREOF</b> , the parties subscribe their names as of the above date.		
<b>BY: Equastone 1777 tower, L.P., a Delaware Limited Partnership</b>		
By <u></u> Signature	<u>Executive Vice President</u> Title	
<u>Todd Parker</u> Printed Name		
Witnessed in the presence of:		
<u></u> Signature		
<u>Michele Birkmaier</u> Printed Name		
Printed City, State, Zip		
<b>UNITED STATES OF AMERICA</b>		
<u></u> Thomas Bell	<u>Contracting Officer</u> (Official Title)	

Supplemental Lease Agreement #1  
LTX16625  
1777 NE Loop 410  
San Antonio, TX 78217

1.) Paragraph 1 of the SF-2 shall be deleted in it's entirety and replaced with the following:

"A total of 20,764 rentable square feet (RSF) of office and related space, which yields 18,901 ANSI/BOMA Office Area square feet (USF) consisting of the entire Fourteenth (14<sup>th</sup>) Floor and a portion of the Fifteenth (15<sup>th</sup>) Floor being the areas shown on the design intent drawings attached as Exhibit 'A' and made part hereof, in the building known as Northwood Tower located at 1777 NE Loop 410, San Antonio, TX 78217. Included in the rent at no additional cost to the Government are 35 parking spaces for exclusive use of Government employees and patrons, and one additional parking space in the executive garage inside the building for a total of 36 parking spaces."

2.) Paragraph 14 of the SF-2 shall be deleted in it's entirety and replaced with the following:

"In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage for the leased premises is established as \$50.00 per hour with a two hour minimum.

The rate for overtime usage shall only apply outside of the building's normal operating hours, which are currently Monday through Friday from 7:00 a.m. to 6:00 p.m. and Saturday from 8:00 a.m. to 1:00 p.m. The Lessor reserves the right to adjust the building's normal operating hours at any time for all tenants occupying the building, but may not decrease normal operating hours beyond those stipulated in the SFO Paragraph 7.2 entitled *Normal Hours*."

3.) Upon this Supplemental Lease Agreement being fully executed and delivered, the Lessor shall consider this a Notice to Proceed for all the Tenant Improvements. It has been determined that the total cost of all the Tenant Improvements is \$609,316.75 and include all the material, labor, architectural fees, Lessors fee and any other fees to complete the work. The total Tenant Improvement cost exceeds the Total Tenant Improvement Allowance (\$554,709.20) stated in the Lease Agreement, and the remaining balance of \$54,607.55 shall be paid by a lump sum.

The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The sum of \$554,709.20 shall be amortized over the five (5) year firm term of the Lease at an interest rate of six percent (6%) paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement cost is \$128,688.99 paid monthly in arrears in the amount of \$10,724.08 and shall be part of the total monthly rental payment.

The remaining balance of the total cost of the Tenant Improvements is \$54,607.55 [\$609,316.75 - \$554,709.20] and shall be paid by a lump-sum-payment upon the substantial completion and acceptance by the Government of the completed work.

Gov't Initials                     

Lessor initials: TP

Supplemental Lease Agreement #1  
LTX16625  
1777 NE Loop 410  
San Antonio, TX 78217

4.) It is mutually agreed to between the Lessor and the Government that a lump-sum-payment of \$54,607.55 shall be paid to the Lessor after the substantial completion and acceptance by the Government of all the Tenant Improvements necessary to finish the interior of the leased space as depicted on the attached Exhibit 'B'. All fees, permits and architectural plans are the responsibility of the Lessor and are included in the lump-sum-payment amount.

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 PS0016452** 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 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 Contracting Officer/Realty Specialist at the following address:

General Services Administration  
**ATTN: David Garrison**  
819 Taylor Street 15B-18  
Fort Worth, TX 76102

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

Gov't Initials

LDW

Lessor initials:

TP