

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 14 TO LEASE NO. GS-07P-LTX00104
ADDRESS OF PREMISES One Alamo Center 106 S. St. Mary's Street San Antonio, TX 78205	PDN Number: N/A

THIS AMENDMENT is made and entered into between

KLABZUBA PROPERTIES III, LTD

whose address is: 100 LEXINGTON STREET
SUITE 50
FORT WORTH, TEXAS 76102

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 address an acceptance of the remaining space (Suite 602) covered under the referenced Lease. Suite 600 was accepted under Lease Amendment No. 9. The parties hereby agree to:

- 1) accept the tenant improvements for Suite 602 as completed; 2) establish the commencement date of the Lease for Suite 602;
- 3) revise the expiration date for Suite 600 to be coterminous with Suite 602; 4) establish the square footage of both Suite 600 and Suite 602; 5) provide the adjusted rent to include both Suite 600 and Suite 602 annual rental amounts; 6) restate the broker commission and commission credit as pertains to both Suite 600 and Suite 602; 7) establish the termination rights for Suite 600 and Suite 602; 8) restate the percentage of occupancy for Suite 600 and Suite 602; 9) restate the operating cost base for Suite 600 and Suite 602; and 10) attach the punch list as Exhibit B.

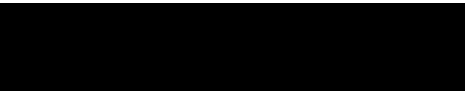
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon the full execution of this amendment as follows:

- 1) The Tenant Improvements (TIs) for Suite 602 depicted in Exhibit A have been completed and the Government accepts the leased premise as of 12/12/2017.
- 2) The commencement date of the rental for Suite 602 shall be 12/12/2017 and shall expire on 12/11/2027, subject to termination rights set forth in the Lease.


This Lease Amendment contains 3 pages, plus Exhibit A (1 page) and Exhibit B (9 pages).

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


FOR THE LESSOR:

Signature: 
 Name: Amanda Baker
 Title: COO of Hs general Partner
 Entity Name: Klabzuba Properties III, Ltd.
 Date: December 21, 2017

FOR THE GOVERNMENT:

Signature: 
 Name: Jaqueline M. Forsyth
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 1/18/18

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Diane Able
 Title: Controller
 Date: 12-21-17

- 3) The expiration date for Suite 600 shall be adjusted to [REDACTED], subject to termination rights set forth in the Lease.
- 4) The square footage for Suite 602 is established as 4,121 rentable square feet (RSF), yielding 3,552 ABOA SF. The square footage established in Lease Amendment No. 9 for Suite 600 is 11,159 RSF, yielding 9,620 ABOA SF. The total square footage under the Lease is established as 15,280 RSF, yielding 13,172 ABOA SF.
- 5) Lease Section 1.03, Rent and Other consideration (SEP 2015), paragraph A, shall be:
- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$221,497.95	\$236,840.00
TENANT IMPROVEMENTS RENT ²	\$108,550.05	\$0.00
OPERATING COSTS ³	\$91,985.60	\$91,985.60
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00
PARKING ⁵	\$6,600.00	\$6,600.00
TOTAL ANNUAL RENT	\$428,633.60	\$335,425.60

¹Shell rent calculation:

(Firm Term) \$14.50 per RSF multiplied by 15,280 RSF

(Non Firm Term) \$15.50 per RSF multiplied by 15,280 RSF

²Tenant Improvements of \$467,901.05 are amortized at a rate of 6.0 percent per annum over 5 years.

³Operating Costs rent calculation: \$6.02 per RSF multiplied by 15,280 RSF

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of N/A percent per annum over N/A years

⁵Parking costs described under sub-paragraph I below

- 6) Lease Section 1.04, Broker Commission and Commission Credit (SEP 2015) shall be as follows:

A. **SAVILLS STUDLEY, INC.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission for both Suite 600 and Suite 602 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 **SAVILLS 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.

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 full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$35,719.47 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$35,719.47 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$35,719.47 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

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

INITIALS:


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
- 7) In accordance with Lease Section 1.05, Termination Rights, the Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease established as 12/11/2022, by providing not less than **120** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination
- 8) In accordance with Lease Section 1.12, Percentage of Occupancy for Tax Adjustment, the percentage of occupancy for both Suite 600 and Suite 602 is 9.2326% and is derived by dividing the total Government Space of 15,280 RSF by the total Building space of 165,500 RSF.
- 9) In accordance with Lease Section 1.14, Operating Cost Base, the Lessor's base rate for operating costs for both Suite 600 and Suite 602 shall be \$6.02 per RSF (\$91,985.60 / annum).
- 10) The punch list completed pursuant to the final walk through of Suite 602 conducted on December 7, 2017 is attached as Exhibit B. Punch list items shall be completed no later than January 8, 2018.

End of Lease Amendment No. 14

INITIALS:


LESSOR

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