

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-07P-LTX17398
ADDRESS OF PREMISES 1015 Jackson Keller Road San Antonio, TX 78213	PDN Number: PS0035931

THIS AMENDMENT is made and entered into between Ten Fifteen Jackson Keller Partners, LP

whose address is: 13455 Noel Road, Suite 410, Dallas, TX 75240

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

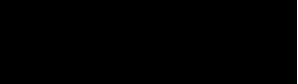
1. Provide a Notice to Proceed on Change Order #1; and
2. To change the total cost of the Tenant Improvements (TI) and Building Specific Amortized Capital (BSAC); and
3. To provide for the method of payment of the total Tenant Improvements and Building Specific Amortized Capital; and
4. All other terms and conditions of the lease shall remain in full force and effect.

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:

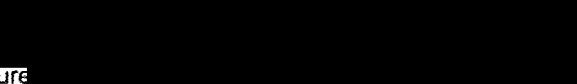
This Lease Amendment contains 2 pages plus Exhibit A (45 pages).

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

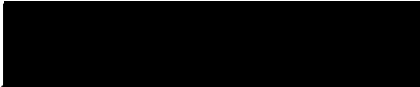
FOR THE LESSOR:

Signature: 
Name: Matt Ninc
Title: Vice President
Entity Name: Ten Fifteen Jackson Keller Partners, L.P.
Date: 12-7-16

FOR THE GOVERNMENT:

Signature: 
Name: Pearl Summers-Garza
Title: Senior Lease Contracting Officer
GSA, Public Buildings Service, Region 7
Date: 12-7-16

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Kelli Roberts
Title: Property Manager
Date: 12/6/16

- 1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the alterations required in change order #1, as it relates to the construction and installation depicted in the scope of work provided in the attached Exhibit "A." The total cost of C/O #1 is [REDACTED] (Hard costs [REDACTED] + [REDACTED] PM fees [REDACTED]). The anticipated date of completion of Change Order #1 is on or before March 14, 2017.
- 2.) The Government and the lessor have agreed that the total cost of the TIs and BSAC shall change from \$3,688,766.42 to \$3,870,636.27 [\$3,688,766.42 + C/O #1 [REDACTED]]. The total TI cost of \$3,870,636.27 includes all fees including but not limited to general and administrative costs, project management fees, profit, overhead, and any and all other fees (with the exception of design fees) associated with the completion of the TIs on or before the anticipated date of completion.
- 3.) The Government shall pay for a portion of the total TI and BSAC cost by amortizing \$1,412,424.25 (\$1,319,799.25 TIs + \$92,625.00 BSAC), monthly in arrears and at acceptance of the space. Upon the completion of the TIs, BSAC, and the acceptance of the space by the Government, the subsequent space Acceptance Lease Amendment, with the exact amount of the lump-sum payment, will be determined by the Government. The Lessor shall be paid for the total amount of the TIs and BSAC totaling \$2,458,212.02 [\$3,870,636.27 - \$1,412,424.25] using a lump-sum payment. The subsequent space Acceptance Lease Amendment shall include the terms and amounts of the scheduled total rent, including the breakdown of the annual Shell Rent amount, the annual Operating Cost amount (plus CPI adjustments), and the amount of the total lump-sum payment to the Lessor. Lessor may then submit for the lump-sum-payment.

The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor 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 PS0035931 and shall be sent electronically to the GSA Finance Website at <http://finance.ocfo.gsa.gov>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 800-676-3690.

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 Lease Contracting Officer at the following email address: Pearl.Summers-Garza@gsa.gov.

- 4.) All other terms and conditions of this Lease shall remain in full force and effect.

INITIALS: Mg & PS-G
LESSOR GOVT