

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
LEASE AMENDMENT	TO LEASE NO. GS-07P-LTX00104
ADDRESS OF PREMISES One Alamo Center 106 S. St. Mary's Street San Antonio, TX 78205	PDN Number: PS0037697

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.

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) To correct the Lessor legal business name; and
- 2) To provide a Notice to Proceed for Construction of the Tenant Improvements (TIs) for Suite 600; and
- 3) To establish the total cost of the Tenant Improvements with no Building Specific Amortized Capital (BSAC); and
- 4) To state the Tenant Improvement Allowance; and
- 5) To provide for the method of payment of the total TIs; and
- 6) All other terms and conditions remain in full force and effect.

See Attached

This Lease Amendment contains 2 pages, plus Exhibit A (1 page).

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

FOR THE LESSOR:

Signature: _____

Name: _____

Title: _____

Entity Name: _____

Date: _____

Steve Norrell

Asset Manager

Klabzuba Properties III, Ltd

5/30/17

FOR THE GOVERNMENT:

Signature: _____

Name: _____

Title: _____

Date: _____

Maquolene Fors

Lease Contracting Officer

GSA, Public Buildings Service,

5/30/17

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

Diane Able

Controller

5-30-17

1) The Lessor legal business is hereby corrected to match the Lease to Klabzuba Properties III, LTD.

2) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed for Suite 600 on the construction and installation of the TIs, no BSAC, required in the leased premise as per the Construction Drawings (CDs) referenced as Insite Architects, Inc., 106 S. St. Mary's Street, San Antonio, Texas, containing 30 pages, and last revised on April 11, 2017. Additionally, the cost associated with the CDs is depicted in Exhibit "A" titled the "Tenant Improvement Cost Summary" (TICS), provided to GSA May 22, 2017. The total cost of the TIs for Suite 600 is \$979,534.50 and there is no BSAC in this Lease. The anticipated date of completion of all the TIs is on or before August 31, 2017.

Therefore, Section 4.01, paragraph I of the Lease, shall be deleted and replaced with the following:

"i. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than August 31, 2017."

3) The Government and the Lessor have agreed that the total cost of the TIs for Suite 600 shall be \$979,534.50. The total TI cost of \$979,534.50 includes all fees including but not limited to general and administrative costs, project management fees, profit, overhead, and any and all other fees associated with the completion of the TIs on or before the anticipated date of completion.

Any changes to the Construction Drawings which will result in a financial, conditional, or term change to the lease agreement, of any type, must be approved, in writing, and in advance of any resulting work performed by the Lessor, by the GSA Contracting Officer.

4) The Tenant Improvement Allowance (TIA) per the Lease Agreement is \$341,725.49 for Suite 600. The Allowances shall be amortized over the term of the lease and more specifically the first five (5) years of the term at an interest rate of 6.00%. The total amount of the TI Allowance to be amortized is \$341,725.49.

5) The Government shall pay for the total TI cost by amortizing in the rent a total cost of \$341,725.49. All or a portion of the remaining balance of \$637,809.01 [\$979,534.50 (Total TI) – \$341,725.49 (TI amortized) = \$637,809.01] for Suite 600 may be paid by a lump-sum payment.

Upon the completion of the TI construction 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 totaling \$979,534.50 using a combination of amortized allowances and 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 annual amortized TI costs 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 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 **PS0037697** 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 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 Project Manager at the following address:

General Services Administration
ATTN: Jorge Gomez
Jorge.gomez@gsa.gov

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

INITIALS:


LESSOR

&


GOV'T