

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 6
LEASE AMENDMENT	TO LEASE NO. GS-07P-LTX17323
ADDRESS OF PREMISES 6100 Bandera Road San Antonio, TX 78238-1607	PDN Number: PS0035727

THIS AMENDMENT is made and entered into between Omninet Tower, LP

whose address is: 9420 Wilshire Blvd.
Beverly Hills, CA 90212-3151

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

WHEREAS, the parties hereto desire to supplement the above Lease, to 1) Update the time frame to complete construction, 2) Issue a Notice to Proceed for tenant improvements; and 3) Outline instructions for reimbursement of the approved costs.

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. Paragraph 4.01H is hereby deleted in its entirety and replaced with the following:

"The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 150 Calendar Days following issuance of NTP.

2. Upon full execution and delivery of this Lease Amendment, the Lessor can consider this a Notice to Proceed (NTP) with the construction of the Tenant Improvements (TIs) and Tenant Specific Security (TSS) described in the Construction Drawings as prepared by GSC Architects, dated April 8, 2016. The total cost for the TIs and TSS shall not exceed \$1,244,461.34 (\$1,166,627.87 total TI plus \$77,833.47 total TSS). See Exhibit A – LA#6

This Lease Amendment contains 3 pages including Exhibit A – LA#6, Lessor letter dated July 27, 2016, regarding payment for additional services.

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:

Signature:

Name:

Title:

Entity Name:

Date:

[Redacted Signature]
Kevin Tanning
IT Development
Omninet Tower, LP
8-5-16

FOR THE GOVERNMENT:

Signature:

Name:

Title:

Date:

[Redacted Signature]
Nancy Wipke
Lease Contracting Officer
GSA, Public Buildings Service, Leasing Division
8-16-2016

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

[Redacted Signature]
William R. Molina
Project Manager
8-5-16

Pursuant to paragraph 1.08 of the Lease, the total Tenant Improvement Allowance of \$413,072.23 shall be amortized into the rent over the first five (5) years of the term at the rate of 6%. The Government retains the right to buy-down all or a portion of the TIA and BSAC amounts.

Upon completion and acceptance of the space, the rental rate shall be adjusted to reflect the total cost of the TIs and TSS and will be memorialized in the commencement Lease Amendment. The total cost of the TIs and TSS includes all Lessor's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Lessor's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents and to complete the Tenant Improvements. The Government hereby orders the total cost of the tenant improvements in the amount not to exceed \$1,244,461.34 in accordance with pricing costs provided by the Lessor dated July 12, 2016.

3. Upon substantial completion, inspection, and acceptance of the entire space by the Contracting Officer, the Government shall reimburse the Lessor in a lump sum payment in the amount not to exceed \$753,555.64 [\$1,244,461.34 Total TI and TSS - \$490,905.70 (\$413,072.23 TI amortized + \$77,833.47 TSS amortized)] for the work that has been authorized.

To submit for 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 **PS0035727** and shall be sent electronically to the GSA Finance website at www.finance.gsa.gov. 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 invoices electronically, then the invoice may be mailed to:

General Services Administration FTS and PBS Payment Division (7BCP)
P. O. Box 17181
Fort Worth, TX 76201-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Leasing Specialist electronically at thomas.sisson@gsa.gov or at the following address:

GSA, Leasing Division
Attention: Thomas Sisson
819 Taylor Street, Room 11A01
Fort Worth, Texas 76102-0181

INITIALS:


LESSOR

&


GOV'T