

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 13 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.

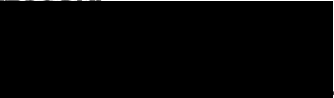
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. To accept the Tenant Improvements as substantially complete; and
2. To establish the Commencement Date of the lease rental payments; and
3. To restate the square footages of the leased space; and
4. To restate the parking; and
5. To provide the annual rental amounts; and
6. To restate the Government's Percentage of Occupancy; and
7. To restate the reduction amount for vacant space; and
8. To restate the Base for the Operating Cost adjustment; and
9. To restate the Common Area Factor; and
10. To provide for the payment of the Tenant Improvements and Tenant Specific Security; and
11. To restate the Broker Commission and the Commission Credit.


This Lease Amendment contains 10 pages including Exhibit A – LA #13, GSA Form 1204 (6 pages).

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: Faith Tanning
Title: VP Development
Entity Name: Omninet Tower, LP
Date: 1/5/17

FOR THE GOVERNMENT:

Signature: 
Name: [Redacted]
Title: Lease Contracting Officer
GSA, Public Buildings Service, Leasing Division
Date: 1-13-2017

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: William R. Molina
Title: Project Manager
Date: 1/6/17

- 1) The tenant improvements have been *substantially* completed and the Government accepts the leased space on December 13, 2016. The Lessor and the Government agree that the requirements specifically identified in "Exhibit A - LA#13" GSA Form 1204 Condition Survey Report of this lease have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 14 calendar days of the Government's acceptance of the space for occupancy. Within 7 working days of the completion date for the Lessor to cure the deficiencies in "Exhibit A - LA#13" of this lease, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.

The table below lists punch list items that are not completed with estimated completion date:

Punch List Item	Required Completion Date
Change Order #5 – Controlled access to freight elevator	March 1, 2017
Completion of parking canopy and lighting project	February 2, 2017

- 2) The Commencement Date of the rental shall be December 13, 2016, and shall expire on December 12, 2026, subject to the termination rights set forth in the lease. The firm term of this Lease is five (5) years.
- 3) The leased premises square footage shall be 12,518 rentable square feet (RSF) yielding 10,734 ANSI/BOMA Office Area (ABOA).
- 4) The Government shall have 34 secured, surface/outside parking spaces reserved for the exclusive use of the Government.
- 5) Paragraph 1.03A of the Lease is hereby deleted in its entirety and replaced with the following:

"1.03A. 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	\$169,390.35	\$249,734.10
TENANT IMPROVEMENTS RENT ¹	\$95,830.12	\$0.00
OPERATING COSTS	\$63,215.90	\$63,215.90
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$18,056.87	\$0.00
TOTAL ANNUAL RENT	\$346,493.24	\$312,950.00

¹The Tenant Improvement Allowance of \$413,072.23 is amortized at a rate of 6.0 percent per annum over 5 years.

²Building Specific Amortized Capital (BSAC) of \$77,833.47 are amortized at a rate of 6.0 percent per annum over 5 years."

- 6) In accordance with the Lease paragraph 1.13 entitled "Percentage of Occupancy for Tax Adjustment" the Percentage of Occupancy for Tax Reimbursement purposes shall be: 9.0273% (12,518 RSF/138,667 RSF).
- 7) In accordance with the Lease paragraph 1.16 entitled "Rate for Adjustment for Vacant Leased Premises" the Government's Adjustment for Vacant Space shall be a reduction of \$1.50/ABOA.
- 8) In accordance with the Lease paragraph 1.15 entitled "Operating Cost Base", the escalation base shall be \$63,215.90 (12,518 RSF X \$5.05).

INITIALS:


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- 9) In accordance with the Lease paragraph 1.01 entitled "The Premises", the Common Area Factor shall be 1.17 (12,518 RSF/10,734 ABOA).
- 10) The Government and the Lessor have agreed that the total cost of the Tenant Improvements (TIs), Tenant Specific Security (TSS), and BSAC is \$1,313,370.06. The total TI cost of \$1,235,536.59 and the total TSS cost of \$77,833.47 includes all the Lessor's fees for general and administrative costs, profit, management fees, architectural fees, and any and all other fees associated with the completion of the TIs, TSS, and BSAC. The Government shall reimburse the Lessor in a lump sum payment in the amount not to exceed \$822,464.36 (\$1,313,370.06 Total TI, TSS, and BSAC less \$490,905.70 [\$413,072.23 TI amount amortized and \$77,833.47 TSS Amortized]) for the work that has been authorized.

TIs and TSS	AMOUNT
Total TIs and TSS LA #12	\$1,313,370.06
Less Amortized TIs & TSS	\$ 490,905.70
Total Lump Sum Owed	\$ 822,464.36

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

- 11) **DTZ Americas, Inc. d/b/a Cushman & Wakefield** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is \$ [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] 2 of the Commission will be payable to **DTZ Americas Inc. d/b/a Cushman & Wakefield** with the remainder [REDACTED] 3, 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.

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

INITIALS:


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Month 1 Rental Payment \$28,874.44 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted
1st Full Month's Rent.

Month 2 Rental Payment \$28,874.44 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted
2nd Full Month's Rent.

INITIALS: JS & MD
LESSOR GOV'T