

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 6  TO LEASE NO. GS-07P-LTX17398
ADDRESS OF PREMISES  1015 Jackson Keller Road San Antonio, TX 78213	PDN Number:  <b>PS0035931</b>

**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. Purpose of this Lease Agreement is to accept the Tenant Improvements as substantially complete.

- 1) To accept the Tenant Improvements as substantially complete; and
- 2) Establish the Commencement Date of the lease rental payments; and
- 3) Establish the square footages of the leased space; and
- 4) Provide the annual rental amounts; and
- 5) Establish the Government's Percentage of Occupancy; and
- 6) Establish the reduction amount for vacant space; and
- 7) Establish the Base for the Operating Cost adjustment; and
- 8) Establish the Common Area Factor; and
- 9) To provide for the payment of the Tenant Improvements; and
- 10) To state the Broker Commission and the Commission Credit; and
- 11) All other terms and conditions are in full force and effect.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 1, 2017, as follows:

See Attached.

This Lease Amendment contains 3 pages plus Exhibit A (8 pages).

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

**FOR THE LESSOR:**

Signature:

Name: Matt Nine  
 Title: Vice President  
 Entity Name: Ten Fifteen Jackson Keller Partners, L.P.  
 Date: 5-11-17

**FOR THE GOVERNMENT:**

Signature:

Name: Pearl Summers-Garza  
 Title: Senior Lease Contracting Officer  
GSA, Public Buildings Service, Region 7  
 Date: 5-18-17

**WITNESSED FOR THE LESSOR BY:**

Signature:

Name: Kelly Harris  
 Title: Regional Director  
 Date: 5/11/17

- 1) The tenant improvements have been *substantially* completed and the government accepts the leased space on May 1, 2017. The Lessor and the Government agree that the requirements specifically identified in Exhibit "A", 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 10 working days of the Government's acceptance of the space for occupancy, with the exception of the four (4) items noted on the punch list that show a completion date of not later than June 16, 2017. Within 7 days of the completion date for the Lessor to cure the deficiencies in Exhibit "A" 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.
- 2) The Commencement Date of the rental shall be May 1, 2017 and shall expire on April 30, 2027, subject to the termination rights set forth in the lease. The firm term of this Lease is five (5) years.
- 3) The leased premise square footage shall be 38,756 Rentable Square Feet (RSF) yielding 37,154 ANSI/BOMA Office Area (ABOA).
- 4) The Government shall pay the Lessor annual rent as follows:

From May 1, 2017, through April 30, 2022, the total annual rental shall be **\$1,085,332.51**. The total annual rent consists of annual Shell Rent of **\$572,038.56**, annual Operating Costs of **\$185,641.24** plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of **\$306,164.30**, and annual Building Specific Amortized Capital (BSAC) of **\$21,488.41**.

From May 1, 2022, through April 30, 2025, the total annual rent shall be **\$757,679.80**. The total annual rent consists of Shell Rent of **\$572,038.56** and Operating Costs of **\$185,641.24** plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of **\$0.00**, and annual Building Specific Amortized Capital (BSAC) of **\$0.00**.

From May 1, 2025 through April 30, 2027, the total annual rent shall be **\$796,435.80**. The total annual rent consists of Shell Rent of **\$610,794.56** and Operating Costs of **\$185,641.24** plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of **\$0.00**, and annual Building Specific Amortized Capital (BSAC) of **\$0.00**.

- 5) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 100% (38,756 RSF/38,756 RSF).
- 6) The Government's Adjustment for Vacant Space shall be a reduction of \$2.00/ABOA.
- 7) In accordance with Lease Amendment #1, the Operating Cost escalation base shall be \$185,641.24 (38,756 RSF X \$4.79).
- 8) The Common Area Factor shall be 1.043118% (38,756 RSF/37,154 ABOA).
- 9) The Government and the lessor have agreed that the total cost of the TIs and is \$4,132,835.34. The total TI cost of \$4,132,835.34 includes all fees including but not limited to Architect/Engineering and Lessor's Project Management Fees, general and administrative costs, profit, overhead, and any and all other fees associated with the completion of the TIs on or before the anticipated date of completion.

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 into the rent at the rate of six percent (6%) over the first five (5) years of the lease as stated in paragraph 4 above. Upon the completion of the TIs, BSAC, and the acceptance of the space by the Government, the Lessor shall be paid for the remaining amount of the TIs and BSAC totaling \$2,720,411.09 [\$4,132,835.34 - \$1,412,424.25] using a lump-sum payment.

INITIALS:

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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](mailto:Pearl.Summers-Garza@gsa.gov).

- 10) 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] of the Commission, will be payable to DTZ Americas, Inc. d/b/a Cushman & Wakefield (Broker) 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.

Notwithstanding the "Rent and Other Consideration" paragraph of the 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 **\$90,444.38** minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment **\$90,444.38** minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

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

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