

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 9 TO LEASE NO. GS-07P-LTX00104
ADDRESS OF PREMISES One Alamo Center 106 S. St. Mary's Street San Antonio, TX 78205	PDN Number: N/A

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 to address a partial acceptance of space for the referenced Lease. The parties hereby agree to: 1) accept the tenant improvements for Suite 600 as completed; 2) establish the commencement date of the Lease for Suite 600; 3) establish the square footage of Suite 600; 4) provide the Suite 600 annual rental amounts; 5) restate the broker commission and commission credit as pertains to Suite 600; 6) establish the termination rights for Suite 600; 7) restate the Suite 600 percentage of occupancy; 8) restate the Suite 600 operating cost base; and 9) attach the punch list as Exhibit B. Upon completion of tenant improvements for Suite 602, a subsequent Lease Amendment will be issued.

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) The Tenant Improvements (TIs) for Suite 600 depicted in Exhibit A have been completed and the Government accepts the leased premise as of 10/10/2017.
- 2) The commencement date of the rental for Suite 600 shall be 10/10/2017 and shall expire on 10/09/2027, subject to termination rights set forth in the lease.
- 3) The square footage for Suite 600 is established as 11,159 rentable square feet (RSF), yielding 9,620 ABOA SF.

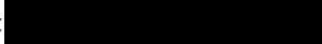
This Lease Amendment contains 3 pages, plus Exhibit A (1 page) and Exhibit B (7 pages).

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


FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
 Name: Amanda Baker
 Title: COO of KLABZUBA PARTNER
 Entity Name: KLABZUBA PROPERTIES III, LTD.
 Date: October 30, 2017

Signature: 
 Name: Jacqueline M. Forsyth
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 11/6/17

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Deton S. Klabzuba
 Title: FINANCIAL ASSISTANT
 Date: 11-2-17

- 4) Lease Section 1.03, Rent and Other consideration (SEP 2015), paragraph A, is deleted and replaced with the following:

SUITE 600:

- A. 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 ¹	\$161,763.45	\$172,964.50
TENANT IMPROVEMENTS RENT ²	\$79,278.13	\$0.00
OPERATING COSTS ³	\$67,177.18	\$67,177.18
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00
PARKING ⁵	\$6,600.00	\$6,600.00
TOTAL ANNUAL RENT	\$314,818.76	\$246,741.68

¹Shell rent calculation:

(Firm Term) \$14,496,232 per RSF multiplied by 11,159 RSF

(Non Firm Term) \$15.50 per RSF multiplied by 11,159 RSF

²Tenant Improvements of \$341,725.49 are amortized at a rate of 6.0 percent per annum over 5 years.

³Operating Costs rent calculation: \$6.02 per RSF multiplied by 11,159 RSF

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of N/A percent per annum over N/A years

⁵Parking costs described under sub-paragraph I below

- 5) Lease Section 1.04, Broker Commission and Commission Credit (SEP 2015) shall be deleted and replaced with the following:

SUITE 600:

A. **SAVILLS STUDLEY, INC.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission for Suite 600 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 **SAVILLS STUDLEY, INC.** 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.

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

Month 1 Rental Payment \$26,238.40 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$26,238.40 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$26,238.40 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

INITIALS:

LESSOR

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- 6) In accordance with Lease Section 1.05, Termination Rights, the Government may terminate the portion of the Lease pertaining to Suite 600, in whole or in part, at any time effective after the Firm Term of this Lease, established as 10/09/2022, by providing not less than **120** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination
- 7) In accordance with Lease Section 1.12, Percentage of Occupancy for Tax Adjustment, the percentage of occupancy for Suite 600 is 6.7426% and is derived by dividing the total Government Space of 11,159 RSF by the total Building space of 165,500 RSF.
- 8) In accordance with Lease Section 1.14, Operating Cost Base, the Lessor's base rate for operating costs for Suite 600 shall be \$6.02 per RSF (\$67,177.18 / annum).
- 9) The punch list completed pursuant to the final walk through of Suite 600 conducted on September 26, 2017 is attached as Exhibit B.

End of Lease Amendment No. 9

INITIALS:

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LESSOR

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