

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 9

TO LEASE NO. GS-07B-16724

ADDRESS OF PREMISES 10222 San Pedro Ave
San Antonio, TX 78216-3820

THIS AGREEMENT, made and entered into this date by and between CRG San Pedro, LTD, (Former Lessor), and San Antonio GSA, LLC (Lessor)

whose address is c/o Titanium Real Estate Advisors
500 W. Monroe Street
Chicago, Illinois 60661

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

~~WHEREAS, the parties hereto desire to amend the above Lease.~~

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 19, 2013, as follows:

1. San Antonio GSA, LLC., Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-16724 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after August 19, 2013. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-16724 against Former Lessor and ratifies and confirms all actions heretofore taken by Former Lessor with respect to the contract with the same force and effect as if the actions had been taken by Lessor. Nothing contained herein shall be construed as releasing the Former Lessor from the Former Lessor's obligations under the terms of the lease.
2. The Government agrees to accept the furnishing of the aforesaid premises in accordance with the terms, provisions, and conditions of said lease, as amended reserving however, all the Government's rights against Lessor and Former Lessor.
3. San Antonio GSA, LLC., Lessor waives all rights to payments under subject lease as against the Government arising prior to August 19, 2013
4. Rent Checks Shall be made payable to: San Antonio GSA, LLC
c/o Titanium Real Estate Advisors
500 W Monroe Street
Chicago, Illinois 60661
5. CRG San Pedro, LTD., former Lessor, confirms the transfer and waives any claims and rights against the Government that it now has or may have in the future in connection with this lease after August 19, 2013.
6. General Services Administration is required to have its lessors register in the System for Award Management (SAM). The SAM is the primary vendor database for the United States Government and is valuable to you to ensure payment. SAM validates the lessor's information and electronically shares the secure and encrypted data with the federal agencies' finance offices to facilitate paperless payments through electronic funds transfer. Lessors must update or renew their registration annually to maintain an active status. For assistance contact the SAM Help Desk at www.sam.gov or, you may call 866-606-8220.
7. Notwithstanding the foregoing, all payments heretofore made by the Government to CRG San Pedro, LTD., Former Lessor, and all other actions hereto taken by the Government pursuant to its obligations under the contract shall be deemed to have discharged the Government's obligations under the contract to the extent of the amounts so paid or reimbursed or such actions taken. The actual change of ownership took place on August 19, 2013, and the rent payments from that date to the current date were paid to former lessor and both lessor and former lessor waive rental claims stemming from those payments.

(Continued on Page 2 attached hereto and made a part of SLA No. 9 to Lease GS-07B-16724)

Lease Agreement No. 9 attached to and made a part of Lease GS-07B-16724.

8. San Antonio GSA, LLC (Lessor) agrees to indemnify and then save harmless the United States of America from and against any actions, loss claims, or damages the United States of America may suffer or sustain by reason of the United States of America making payment under the lease to CRG San Pedro, LTD., Former Lessor and San Antonio GSA, LLC Lessor.
9. The new owner of GS-07B-16724 is required to complete the GSA form 3518 enclosed and return it with the Lease Amendment which will be made part of the lease.

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 above date.

LESSOR: SAN ANTONIO GSA, LLC

c/o Titanit

Signature: 

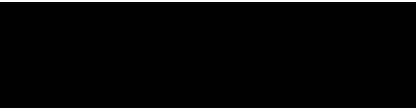
Name: 

Title: Vice President / Authorized Signer

Entity Name: San Antonio GSA, LLC

Date: 10/30/13

WITNESSED

Signature: 

Name: Chris Jankowski

Title: Vice President

Date: 10/30/2013

FORMER LESSOR: CRG SAN PEDRO, LTD.

Signature: 


Name: Robert Rossent

Title: MANAGER

Entity Name: CRG SAN PEDRO, LTD

Date: 11/7/13

WITNESSED BY:


Signature: 

Name: Debbie Mendiola

Title: _____

Date: 11-7-13

FOR THE

Signature: 

Name: Tracy A. Harter

Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 11/12/13