

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. #1
	TO LEASE NO. GS-07P-LTX17397
<b>ADDRESS OF PREMISES</b> 3523 Crosspoint Drive San Antonio, TX 78217	PDN Number: PS0035446

**THIS AMENDMENT** is made and entered into between **ROOKER PROPERTIES, LLC**

whose address is: 445 BISHOP STREET, SUITE 200  
ATLANTA, GA 30318

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

**WHEREAS**, the parties hereto desire to amend 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 the full execution of this amendment as follows:

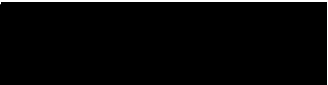
- 1) To provide for a Notice to Proceed for Construction of the Tenant Improvements (Tis); and
- 2) To establish the total cost of the Tenant Improvements and/or Building Specific Amortized Capital (BSAC); and
- 3) To state the Tenant Improvement Allowance and BSAC Allowance; and
- 4) To provide for the method of payment of the total TIs and BSAC costs; and
- 5.) All other terms and conditions remain in full force and effect.

See Attached

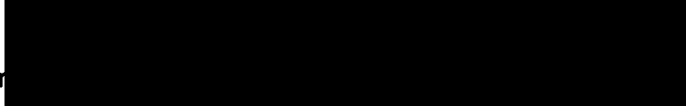
This Lease Amendment contains 3 pages including Exhibit A.

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


**FOR THE LESSOR:**

Signature:   
 Name: John W. Rooker  
 Title: Manager  
 Entity Name: Rooker Properties, LLC  
 Date: 7/1/16

**FOR THE GOVERNMENT:**

Signature:   
 Name: Leah Summers Carter  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service  
 Date: 7/1/16

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: John W. Braswell  
 Title: Senior Vice President  
 Date: 7/1/16

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction and installation of the Tis and BSAC required in the leased premise as per the Construction Drawings (CDs) referenced as Wakefield Beasley & Associates, 3523 Crosspoint Drive, San Antonio, TX 78217, containing 35 pages, and last revised on May 16, 2016. Additionally, the cost associated with the CDs is depicted in Exhibit "A" titled the "Tenant Improvement Cost Summary" (TICS). The total cost of the Tis is **\$1,666,233.77** and the total cost of the BSAC is **\$540,581.57**. The anticipated date of completion of all the Tis and BSAC is not later than 110 Working Days from the effective date of this lease amendment.

2.) The Government and the Lessor have agreed that the total cost of the Tis and BSAC shall be **\$2,206,815.34** [ $\$1,666,233.77$  (Tis) +  $\$540,581.57$  (BSAC) =  $\$2,206,815.34$ ]. The total TI cost of  $\$1,666,233.77$  and the total BSAC cost of  $\$540,581.57$  includes all fees including but not limited to general and administrative costs, project management fees, profit, overhead, and any and all other fees associated with the completion of the TI and BSAC on or before the anticipated date of completion.

Any changes to the Construction Drawings which will result in a financial, conditional, or term change to the lease agreement, of any type, must be approved, in writing, and in advance of any resulting work performed by the Lessor, by the GSA Contracting Officer.

3.) The Tenant Improvement Allowance (TIA) per the Lease Agreement is  $\$573,399.36$  and the BSAC Allowance is  $\$44,600.00$ . The Allowances shall be amortized over the term of the lease and more specifically the first ten (10) years of the term at an interest rate of 1.00% for TI and 4.00% for BSAC. The total amount of the TI and BSAC Allowance to be amortized is  $\$617,999.36$ . The Government retains the right to buy-down all or a portion of the BSAC Allowance.

4.) The Government shall pay for the total TI and BSAC cost by amortizing in the rent a total cost of  $\$617,999.36$ . All or a portion of the remaining balance of  $\$1,588,815.98$  [ $\$2,206,815.34$  (Total TI and BSAC Cost) –  $\$573,399.36$  (TI amortized) –  $\$44,600.00$  (BSAC amount amortized) =  $\$617,999.36$ ] may be paid by a lump-sum payment. If the total BSAC costs are paid by lump sum payment (at the Government's option), then the amortized portions of the rent shall be adjusted accordingly on a subsequent space Acceptance Lease Amendment.

Upon the completion of the TI and BSAC construction and the acceptance of the space by the Government, the subsequent space Acceptance Lease Amendment, with the exact amount of the lump-sum payment, will be determined by the Government. The Lessor shall be paid for the total amount of the TIs and BSAC totaling  $\$2,206,815.34$  using a combination of amortized allowances and a lump-sum-payment. The subsequent space Acceptance Lease Amendment shall include the terms and amounts of the scheduled total rent, including the breakdown of the annual Shell Rent amount, the annual Operating Cost amount (plus CPI adjustments), and the annual amortized TI costs, BSAC cost, and the amount of the total lump-sum payment to the Lessor. Lessor may then submit for the lump-sum-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 PS0035446 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. 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 Contracting Officer at the following email address: [Pearl.Summers-Garza@gsa.gov](mailto:Pearl.Summers-Garza@gsa.gov).

5.) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:

LESSOR

&

GOVT