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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE | LEASE AMENDMENT No. 3 |
| LEASE AMENDMENT | TO LEASE NO. GS-07P-LTX17397 |
| ADDRESS OF PREMISES 3523 Crosspoint Drive San Antonio, TX 78217 | PDN Number: PS0035446 |

THIS AMENDMENT is made and entered into between **RP San Antonio, LLC**

whose address is: 445 Bishop Street NW, Suite 200
Atlanta, GA 30318-4303

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 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 restate Paragraph 1.03 A; 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 establish the total cost of the Tenant Improvements (TIs) and/or Building Specific amortized Capital (BSAC); and
11. To state the Tenant Improvement Allowance and BSAC Allowance; and
12. To provide for the method of payment of the total TIs and BSAC costs; and
13. To restate the Broker Commission and the Commission Credit; and
14. All other terms and conditions remain in full force and effect.

See Attached

This Lease Amendment contains 7 pages including Exhibit A.

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: [Redacted]

Name: John Rooker

Title: Manager

Entity Name: RP San Antonio, LLC

Date: 12-22-16

FOR THE GOVERNMENT:

Signature: [Redacted]

Name: Pearl Summers-Garza

Title: Lease Contracting Officer

GSA, Public Buildings Service, Leasing Division

Date: 1/3/17

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]

Name: John W. Braswell

Title: Senior Vice President

Date: 12/22/16

- 1) The tenant improvements have been *substantially* completed and the Government accepts the leased space on December 14, 2016. 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 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" 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 December 14, 2016, and shall expire on December 13, 2031, subject to the termination rights set forth in the lease. The firm term of this Lease is ten (10) years.
- 3) The leased premises square footage shall be 20,500 rentable square feet (RSF) yielding 16,143 ANSI/BOMA Office Area (ABOA).
- 4) The Government shall have 107 parking spaces, of which 40 shall be secured, fenced, surface/outside parking spaces and 67 shall be surface/outside parking spaces reserved for the exclusive use of the Government.
- 5) Paragraph 1.03A of the Lease is hereby restated:

"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 ¹ | \$386,015.00 | \$408,975.00 |
| TENANT IMPROVEMENTS RENT ² | \$ 60,278.57 | \$0.00 |
| OPERATING COSTS ³ | \$107,010.00 | \$107,010.00 |
| BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴ | \$ 5,418.64 | \$0.00 |
| PARKING | \$0.00 | \$0.00 |
| TOTAL ANNUAL RENT | \$558,722.21 | \$515,985.00 |

¹Shell Rent Calculation:

(Firm Term) \$18.83 per RSF multiplied by 20,500 RSF

(Non Firm Term) \$19.95 per RSF multiplied by 20,500 RSF

²The Tenant Improvement Allowance of \$573,399.36 is amortized at a rate of 1.0 percent per annum over ten (10) years.

³Operating Costs rent calculation: \$5.22 per RSF multiplied by 20,500 RSF

⁴Building Specific Amortized Capital (BSAC) of \$44,600.0 are amortized at a rate of 4.0 percent per annum over ten (10) 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: 100% (20,500 RSF/20,500 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 \$3.50/ABOA.
- 8) In accordance with the Lease paragraph 1.15 entitled "Operating Cost Base", the escalation base shall be \$5.22 per RSF (\$107,010.00/annum).
- 9) In accordance with the Lease paragraph 1.01 entitled "The Premises", the Common Area Factor shall be 26.99% (20,500 RSF/16,143 ABOA).
- 10) The Government and the Lessor have agreed that the total cost of the Tenant Improvements (TIs), and BSAC is \$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 TSS cost of \$540,581.57 includes all the Lessor's fees for general and administrative costs, profit,

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management fees, architectural fees, and any and all other fees associated with the completion of the TIs and BSAC.

- 11) 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.
- 12) 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 (BSAC amount amortized) = \$1,588,815.98] may be paid by a lump-sum payment.

Upon the completion of the TI and BSAC construction and the acceptance of the space 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 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 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 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.

- 13) **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** 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 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:

Month 1 Rental Payment **\$46,560.19** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Full Month's Rent.

Month 2 Rental Payment **\$46,560.19** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Full Month's Rent.

Month 3 Rental Payment **\$46,560.19** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Full Month's Rent.

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

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