

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 4
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.

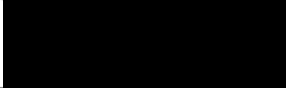
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Provide a Notice to Proceed on Change Order #1; and
2. To change the total cost of the Tenant Improvements (TI) and Building Specific Amortized Capital (BSAC); and
3. To provide for the method of payment of the total Tenant Improvements and Building Specific Amortized Capital; and
4. All other terms and conditions of the lease shall remain in full force and effect.

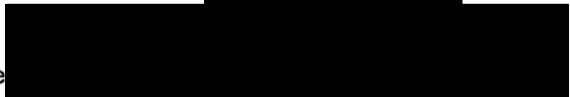
This Lease Amendment contains 2 pages plus Exhibit A (13 pages).

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


FOR THE LESSOR:

Signature: 
Name: John Rodriguez
Title: MANAGER
Entity Name: RP SAN ANTONIO, LLC
Date: 2/13/17

FOR THE GOVERNMENT:

Signature: 
Name: Pearl Summers-Garza
Title: Senior Lease Contracting Officer
GSA, Public Buildings Service, Leasing Division
Date: 2-13-17

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: John W. Braswell
Title: Senior Vice President
Date: 2/13/17

- 1) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the alterations required in change order #1, as it relates to purchase and installation of additional data and TV cabling outlets, AT&T service cable installation and additional security system equipment depicted in the scope of work provided in the attached Exhibit "A". The total cost of C/O #1 is [REDACTED] (hard costs \$30,881 + GC fees \$2,470.00, + A/E costs \$1,235.00, plus PM fees \$1,235.00). The anticipated date of completion of Change Order #1 is on or before March 3, 2017.
- 2) The Government and the Lessor have agreed that the total cost of the Tenant Improvements (TIs), and BSAC shall change from \$2,206,815.34 to \$2,253,016.34 [\$2,206,815.34 + C/O #1 [REDACTED]]. The total TI cost of \$2,253,016.34 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 completed of the TIs on or before the anticipated date of completion.
- 3) 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 \$1,635,016.98 [\$2,253,016.34 (Total TI and BSAC Cost) - \$573,399.36 (TI amortized) - \$44,600 (BSAC amount amortized) = \$1,635,016.98] 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 \$2,231,751.33 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.

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

INITIALS: mk & _____
LESSOR LESSOR GOVT