

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 04
	TO LEASE NO. GS-07P-LTX17109
ADDRESS OF PREMISES: Rayford Business Park, 312 Spring Hill, Suite 400 Spring, Texas 77386-3712	PDN Number: PS0030088

THIS AGREEMENT, made and entered into this date by and between **Reddy Properties Inc.**

whose address is: **110 S Tranquil Path,
Spring, TX 77380-2760**

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

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

The purpose of this Lease Amendment is to accept the leased premise as substantially complete. **NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon the signature hereof by both parties and delivered, 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 establish the square footages of the leased space; and
- 4.) To provide the annual rental amounts; and
- 5.) To establish the Governments' Percentage of Occupancy and establish the Base Year for Taxes; and
- 6.) To provide the reduction amount for vacant space; and
- 7.) To establish the Base for the Operating Cost adjustments; and
- 8.) To establish the Common Area Factor; and
- 9.) To provide for the payment of the Tenant Improvements and Tenant Specific Security; and
- 10.) To state the Broker Commission and the Commission Credit; and
- 11.) To deleted the following paragraphs; and
- 12.) All other terms and conditions are in full force and effect.

See Attached

This Lease Amendment contains 3 pages inclusive of EXHIBIT's A, and B.

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


FOR THE LESSOR:

Signature: 
Name: REDDY PAKANATH
Title: PRESIDENT
Entity Name: Reddy Properties Inc.
Date: 4/15/2015

FOR THE

Signature: 
Name: [Redacted]
Title: Lease Contracting Officer
GSA, Public Buildings Service, 819 Taylor St., Room 11B
Fort Worth, TX. 76102-0181
Date: 4/15/2015

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: REYUKA PALANIAPPAN
Title: VICE PRESIDENT
Date: 4/15/2015

- 1.) The tenant improvements have been *substantially* completed and the government accepts the leased space on March 11, 2015.
- 2.) The Commencement Date of the rental payments shall be March 11, 2015 and shall expire on March 10, 2025, subject to the termination rights set forth in the lease.
- 3.) The leased premise square footage shall be 10,800 Rentable Square Feet (RSF) yielding 2,800 ANSI/BOMA Office Area (ABOA) and 8,000 ANSI/BOMA Warehouse Area (ABOA)
- 4.) The Government shall pay the Lessor annual rent amounts as follows:

From March 11, 2015 through March 10, 2020, the total annual rental shall be \$178,068.28 at the rate of \$14,839.02 (rounded) paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$100,440.00, annual Operating Costs of \$45,576.00 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$30,769.16, and annual Building Specific Security (BSS) of \$1,283.12.

From March 11, 2020 through March 10, 2025, the total annual rent shall be \$146,016.00 at the rate of \$12,168.00 paid monthly in arrears. The total annual rent consists of Shell Rent of \$100,440.00 and Operating Costs of \$45,576.00 plus annual Operating Cost adjustments. There are no annual Tenant Improvement Amortization or BSS costs.
- 5.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 40% (10,800 RSF/27,000 RSF) and the new Base Year for taxes shall be the taxes in the year of 2016.
- 6.) The Government's Adjustment for Vacant Space shall be a reduction of \$2.00/ABOA.
- 7.) In accordance with the Lease paragraph 1.12 entitled "Operating Cost Base", the escalation base shall be \$45,576.00 (10,800 SF X \$4.22).
- 8.) In accordance with the Lease paragraph 1.01 entitled "The Premises", the Common Area Factor shall be 100% (10,800 (RSF) yielding 2,800 Office (ABOA) and 8,000 Warehouse (ABOA)).
- 9.) The total cost of the Tenant Improvements is \$736,116.45. The Lessor and the Government agree that a lump-sum payment for a portion of the total Tenant Improvement cost shall be made in the amount of \$601,224.45 The remaining balance of \$134,892.00 (\$129,492.00 TI + \$5,400.00 BSS) shall be amortized monthly into the rent at the rate of 7 percent (7.0%) over the first five (5) years of the lease as stated in paragraph 4 above.

The Lessor agrees that the invoice shall be printed on the same letterhead as the party named on this lease, shall include the lease number, building address, and a price and quantity of the items delivered. **It shall reference the number PS0030088** 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

The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

Patrick Staley
U.S. General Services Administration
819 Taylor Street 7PRA; Room 11 B217
Fort Worth, Texas 76102

INITIALS: RSB & AS
LESSOR & GOVT

