

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07B-17129
ADDRESS OF PREMISES 2820 South Padre Island Drive Suite 107 and Suite 108 Corpus Christi, TX 78415-2714	PDN Number: PS0027089

THIS AMENDMENT is made and entered into between 2820 South Padre Island Drive, LP

whose address is: 2820 South Padre Island, Suite 293
Corpus Christi, TX 78415-2714

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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

- 1.) To incorporate the GSA approved Design Intent Drawings (DID's) into the lease; and
- 2.) To amend Exhibit "D" (Security Requirements) of the Lease omitting the [REDACTED] Requirement; and
- 3.) To amend Exhibit "D" (Security Requirements) of the Lease omitting the [REDACTED] Requirement; and
- 4.) To amend Exhibit "D" (Security Requirements) of the Lease omitting the [REDACTED] and [REDACTED] Requirement; and
- 5.) To amend Exhibit "D" (Security Requirements) of the Lease omitting the Intercom Requirement; and
- 6.) To provide for a Notice to Proceed for Change Order Proposal No. 001 and provide for an anticipated date of completion; and
- 7.) To change the total cost of the Tenant Improvements and Building Specific Amortized Capital (BSAC); and
- 8.) To provide for the method of payment of the total Tenant Improvement cost; and
- 9.) All other terms and conditions are in full force and effect.

This Lease Amendment contains 13 pages (Includes 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: 2820 South Padre Island Drive, LP

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: David Separadeh
Title: President
Entity Name: 2820 South Padre Island Dry LP.
Date: 8/15/13

Signature: [REDACTED]
Name: Marshall K. Kruma
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 8/21/13

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

- 1.) The GSA approved Design Intent Drawings dated August 6, 2013 created by Alpha Designs associated with Project Number OTX2186 consisting of 8 Pages, shall be incorporated into the Lease (GSA Form L201A) for the build-out of the leased space located at 2820 South Padre Island, Corpus Christi, Suite 107 and Suite 108, TX 78415-2714. The Lessor shall provide all the materials, labor, and services required to provide for the completion of the Tenant Improvements (TI) including all required Security Improvements.
- 2.) In accordance with Exhibit "D" entitled "Security Requirements" of the Lease, Paragraph 8 ([REDACTED]), shall be deleted in its entirety.
- 3.) In accordance with Exhibit "D" entitled "Security Requirements" of the Lease, Paragraph 13 ([REDACTED]), shall be deleted in its entirety.
- 4.) In accordance with Exhibit "D" entitled "Security Requirements" of the Lease, Paragraph 16 ([REDACTED] and Door Strikes), shall be deleted in its entirety.
- 5.) In accordance with Exhibit "D" entitled "Security Requirements" of the Lease, Paragraph 17 (Entry Security: Intercom), shall be deleted in its entirety.
- 6.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the alterations and Security Improvements required in Change Order Proposal (C/O) No. 001 dated June 11, 2013 and according to the GSA approved Design Intent Drawings; all of which are depicted in Exhibit "A" (10 Pages). The total cost of C/O No. 1 is **\$24,500.00**. The anticipated date of completion of all the Tenant Improvements (TI) including C/O #001 is September 31, 2013.
- 7.) The Government and the Lessor have agreed that the total cost of the Tenant Improvements change from \$29,000.00 which includes \$4,000.00 for Building Specific Amortized Capital (BSAC) to \$53,500.00 [\$29,000.00 (TI) + \$24,500.00 (C/O #001) = \$53,500.00]. The Tenant Improvements includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TI costs covered by Change Order Proposal No. 001 by the anticipated date of completion.
- 8.) The Government will pay for a portion of the total Tenant Improvement Cost including BSAC by amortizing \$29,000.00 over the first five (5) years of the term, monthly, at an interest rate of 3.5%. The remaining balance of \$24,500.00 [\$53,500.00 - \$25,000.00 (TI) - \$4,000.00 (BSAC) = \$24,500.00] shall be paid by lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements.

Any changes to the Scope of Work, which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent and Operating Costs) shall be established by a subsequent Lease Agreement.

To submit for payment of 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 PS0027089** 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 1-800-676-3690.

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

INITIALS:  LESSOR &  GOV'T

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

General Services Administration
ATTN: KELLY KRUMM
819 Taylor Street, Rm. 5A18
Fort Worth, TX 76102

9.) All other terms and conditions of the lease shall remain in full force and effect.

INITIALS: AS & MKK
LESSOR GOVT