

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07B-17129
LEASE AMENDMENT	
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 physical address is: 2820 South Padre Island, Suite 293
Corpus Christi, TX 78415-2714

whose mailing address is: 16200 Ventura Blvd., Suite 300
Encino, CA 91436-2205

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 October 23, 2013 as follows:

- 1) To accept the Tenant Improvements as completed with the exception of the items as depicted on the GSA Condition Survey Report; and
- 2) Establish the Commencement Date of the lease rental payments; and
- 3) Provide the annual rental amounts; and
- 4) Provide for the payment of the Tenant Improvements and Building Specific Amortized Capital (BSAC); and
- 5) To document changes to the Broker Commission and Commission Credit; and
- 6) All other terms and conditions are in full force and effect.



See Attached


This Lease Amendment contains 4 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: 
Name: 
Title: President
Entity Name: 2820 South Padre Island Dr., LP.
Date: 10/24/2013

Signature: 
Name: Marshall K. Krump
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 10/30/13

WITNESSED FOR THE LESSOR BY:

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

- 1.) The Tenant Improvements have been completed and the Government accepts the leased premise on October 23, 2013 with the exception of Tenant Improvements and Building Specific Amortized Capital (BSAC) as depicted and according to the Conditional Survey Report (GSA Form 1204) and Paramount Investment Group Punch List dated October 23, 2013; which is depicted in the attached Exhibit "A" (2 Pages). The anticipated date of completion of all the Tenant Improvements including Building Specific Security is October 28, 2013.
- 2.) The Commencement Date of the rental shall be October 23, 2013 and shall expire on October 22, 2023, subject to the termination rights set forth in the lease.
- 3.) The Government shall pay the Lessor annual rent as follows:

TERM (Costs are per RSF)	Shell Rent	Operating Costs	Amortized TI's	Amortized BSAC	Annual Rent	Monthly Rent
10/23/2013 – 10/22/2018	\$15,445.20	\$7,435.68	\$5,457.52	\$873.20	\$29,211.60	\$2,434.30
10/23/2018 – 10/22/2023	\$21,775.92	\$7,435.68	\$0.00	\$0.00	\$29,211.60	\$2,434.30

- 4.) The total cost of the Tenant Improvements and Building Specific Amortized Capital (BSAC) is \$53,500.00 [\$25,000.00 (TI) + \$4,000.00 (BSAC) + \$24,500.00 (C/O #001) = \$53,500.00]. 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 \$24,500.00 [\$53,500.00 (Total TI) - \$25,000.00 (TI) - \$4,000.00 (BSAC) = \$24,500.00]. The remaining balance of \$29,000.00 [\$25,000.00 (TI) + \$4,000.00 (BSAC) = \$29,000] shall be amortized monthly into the rent at the rate of 3.5% over the first five (5) years of the term of the lease as stated in Paragraph 3 above.

To submit for lump-sum-payment, 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 PS0027069 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.

- 5.) In accordance with Paragraph 1.04 in the lease, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the five (5) year firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] percent of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph in the lease attached to and forming a part of this lease.



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 FULL month of the rental payments and continue for three months in equal installments as indicated in this schedule for adjusted Monthly Rent.

First Month's Rental Payment of \$2,434.30 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted First Month Rent.

Second Month's Rental Payment of \$2,434.30 minus prorated Commission Credit of [REDACTED] equals [REDACTED] as the adjusted Second Month Rent.

Third Month's Rental Payment of \$2,434.30 minus prorated Commission Credit of [REDACTED] equals [REDACTED] as the adjusted Third Month Rent.

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

INITIALS:  LESSOR &  GOVT