

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 1	DATE <u>5/10/2012</u>
	TO LEASE NO. GS-07B-16854	

ADDRESS OF PREMISES: 6th Street Professional Building, 1534 E. 6th Street, Suite 102, Brownville, TX 78520-7236

~~THIS AGREEMENT, made and entered into this date by and between DIAZ REALTY, LTD.~~
whose address is: 864 Central Boulevard, Suite 100, Brownsville, TX 78520-7549

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

WHEREAS, the parties hereto agree to supplement the above Lease.

- 1.) establish the commencement and expiration dates of the lease rental payments; and
- 2.) establish the square footages of the leased space; and
- 3.) establish the common area factor of the leased space; and
- 4.) provide the annual rental amounts; and
- 5.) establish the overtime usage rate for heating, ventilation, and HVAC; and
- 6.) establish the rate for areas requiring heating and cooling 24 hours a day; and
- 7.) establish the adjustment for vacant premises; and
- 8.) establish adjusted monthly rent payments (application of commission credit); and
- 9.) all other terms and conditions are in full force and effect.

See Attached

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

[Redacted Signature]

MANAGER-DIAZ HOLDINGS, LLC, ITS GENERAL PARTNER
Title

ANTONIO M. DIAZ, JR.
Printed Name

[Redacted Signature]

864 CENTRAL BLVD, STE 100
(Address)

PAUL GARZA
Printed Name

Brownsville, TX 78520-7236
City, State, Zip

[Redacted Signature]

General Services Administration
819 Taylor St., Room 5A18
Fort Worth, TX 76102
Contracting Officer
(Official Title)

Supplemental Lease Agreement No. 1

GS-07B-16854

6th Street Professional Building,
1534 E. 6th Street,
Suite 102,
Brownville, TX 78520-7236

1.) The commencement date of the rental shall be February 1, 2012 and shall expire on January 31, 2022.

~~2.) The office space square footage shall be 1,427 rentable square feet (RSF) yielding 1,250 ANSIBOMA Office Area (ABOA).~~

3.) In accordance with the Lease Paragraph 2.01 *Definitions, Standards, and Formulas (APR 2011) M*, the common area factor is established as 1.1416 (1,427 RSF/1,250 ABOA).

4.) The Government shall pay the Lessor annual rent as follows:

The Government shall pay the Lessor annual rent of \$27,755.15 (\$19.45/RSF - \$22.20/ABOA) at the rate of \$2,312.93 per month in arrears for years 1 through 5, which consists of annual Shell Rent of \$21,804.56 (\$15.28/RSF - \$17.44/ABOA) at the rate of \$1,817.05 per month and annual Operating Costs of \$5,950.59 (\$4.17/RSF - \$4.76/ABOA).

For years 6 through 10, the Government shall pay the Lessor total annual rent of \$28,782.59 (\$20.17/RSF - \$23.03/ABOA) at the rate of \$2,398.55 per month in arrears. The total annual rent consists of annual Shell Rent of \$22,832.00 (\$16.00/RSF - \$18.27/ABOA) at the rate of \$1,902.67 per month and annual Operating Costs of \$5,950.59 (\$4.17/RSF - \$4.76/ABOA).

5.) Overtime Usage: Pursuant to Lease Paragraph 6.04 entitled *Overtime HVAC Usage (APR 2011)*, upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:30 a.m. - 5:30 p.m., Monday through Friday and except Federal Holidays ("Normal Hours")), at a rate of \$15.00 per hour. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours.

6.) 24 Hour Rooms: There are no rooms on the Premises that are required to have heating and cooling 24 hours per day as specified by the Lease.

7.) In accordance with the Lease Paragraph 2.13 entitled *Adjustment for Vacant Premises (APR 2011)*, the adjustment is established as \$4.17/RSF for vacant space (rental reduction).

8.) Adjusted monthly rent payments (application of commission credit):

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] or [REDACTED] of the Commission, will be payable to Jones Lang LaSalle with the remaining [REDACTED] or [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 period practicable.

The monthly rent adjusted for the total GSA commission credit of [REDACTED] is as follows:

Gov't Initials

DL

Lessor Initials:

AKO

<u>Rent Period</u>	<u>Scheduled Monthly Rent</u>	<u>Scheduled Monthly Shell Rent</u>	<u>Commission Credit</u>	<u>Commission Credit Remaining</u>	<u>Adjusted Monthly Rent Payment</u>
Month 1	\$2,312.93	\$1,817.05	██████	██████	██████

The Lessor agrees that the commission of ██████ is due and payable to Jones Lang LaSalle pursuant to that certain Broker Commission Agreement dated December 13, 2011.

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

Gov't Initials DG
Lessor Initials: AW