

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07B-16967
ADDRESS OF PREMISES: 1800 PAREDES LINE ROAD, BROWNSVILLE, TEXAS 78521-1691	PDN Number: <b>Not applicable</b>

**THIS AGREEMENT**, made and entered into this date by and between Barraza Family Limited Partnership

whose address is: 5205 Sugar Mill Road  
Brownsville, Texas 78521-0000

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

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

- 1.) To discontinue use of the Supplemental Lease Agreement form; and
- 2.) Provide for the Lessor to complete deficiencies; and
- 3.) Establish the Commencement Date of the lease rental payments; and
- 4.) Establish the square footages of the leased space; and
- 5.) Provide the annual rental amounts; and
- 6.) Establish the Governments Percentage of Occupancy; and
- 7.) Establish the reduction amount for vacant space; and
- 8.) Establish the Base for the Operating Cost adjustment; and
- 9.) Establish the Common Area Factor; and
- 10.) All other terms and conditions are in full force and effect.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 22, 2013 as follows:

See Attached

This Lease Amendment contains 2 pages.

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: [Redacted] FOR THE GOVERNMENT: [Redacted]

Signature: [Redacted] Signature: [Redacted]  
Name: [Redacted] Name: [Redacted]  
Title: PRESIDENT Title: Lease Contracting Officer  
Entity Name: BARRAZA FAMILY LTD GSA, Public Buildings Service  
Date: 12-19-12 1919 Smith Street, Suite 1600  
Houston, TX 77002  
Date: 1-8-13

**WITNESSED FOR THE LESSOR BY:**

Signature: [Redacted]  
Name: [Redacted]  
Title: Secretary  
Date: 12-18-12

- 1.) Use of the GSA Form 276, Supplemental Lease Agreement (SLA) has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".
- 2.) The Lessor and the Government agree that additional requirements, beyond what the lease states, are necessary and that these items are identified as 1.) Repaint the Interior of the leased premise; 2.) Repair the gate access (attendant); 3.) Repair the roof to stop and prevent all water intrusion. These items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract on or before March 1, 2012. The Lessor agrees to coordinate the painting of the interior of the premise with the Government's occupant. On or before February 22<sup>nd</sup>, 2012, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. Extensions may be granted at the sole discretion of the Government's Contracting Officer.
- 3.) The Commencement Date of the rental shall be January 22, 2013 and shall expire on January 21, 2023, subject to the termination rights set forth in the lease.
- 4.) The leased premise square footage shall be 9,801 Rentable Square Feet (RSF) yielding 8,950 ANSI/BOMA Office Area (ABOA).
- 5.) The Government shall pay the Lessor annual rent as follows:  
From January 22, 2013 through January 21, 2023, the total annual rental shall be \$170,243.37 at the rate of \$14,186.95 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$88,458.37, annual Operating Costs of \$81,785.00 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.
- 6.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 100% (9,801 RSF/9,801 RSF) and the new Base Year for taxes shall be the taxes in the year of 2013.
- 7.) The Government's Adjustment for Vacant Space shall be a reduction of \$2.00/ABOA.
- 8.) In accordance with the Lease (L202) paragraph 1.09 entitled "Operating Cost Base," the escalation base shall be \$81,785.00 (9,801 RSF X \$8.344556).
- 9.) In accordance with the Lease (L202) paragraph 1.01 entitled "The Premises - Succeeding," the Common Area Factor shall be 1.09 (9,801 RSF/8,950 ABOA).
- 10.) All other terms and conditions of the lease shall remain in full force and effect.

INITIALS:

  
LESSOR  
GOV'T