

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u> 1 </u>
	TO LEASE NO. <u>GS-07B-17007</u>
ADDRESS OF PREMISES: Las Canteras Business Park, Phase II Building 1 2439 Monarch Drive, Suite 1 Laredo, TX 78045-6672	PDN Number:

THIS AGREEMENT, made and entered into this date by and between Medical Loop Development, LTD

whose address is: 10410 Medical Loop, Unit 1A, Laredo, TX 78045-6672

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

WHEREAS, the parties hereto desire to amend the above Lease to adjust the square footage, adjust the full service rental rate, adjust the commission and commission credit, and adjust the common area paragraph.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, December 21, 2012, as follows:

"1.01 THE PREMISES

The Premises are described as follows:

Office and Related Space: 4,582 rentable square feet (RSF), yielding 4,205 ANSI/BOMA Office Area (ABOA) square feet of office and related space (based upon a Common Area Factor of 1.0897%) located on the first floor and known as Suite1, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B.

This Lease Amendment contains 3 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



Signature: _____
Name: _____
Title: _____
Entity Name: Medical Loop Development, LTD
Date: 2/19/13

FOR THE GOVERNMENT



Signature: _____
Name: ARLETT CORRAL
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 2/19/13

WITNESSED FOR THE LESSOR BY:



Signature: _____
Name: _____
Title: _____
Date: 2/19/13

2. Section 1.03 of the lease is hereby deleted in its entirety and replaced with the following:

"1.03 RENT AND OTHER CONSIDERATION

A The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1-5	Years 6-10
	Annual Rent	Annual Rent
Shell Rental Rate	\$82,248.29	\$117,316.64
Tenant Improvements Rental Rate*	\$31,257.85	\$0.00
Operating Costs	\$19,868.44	\$19,868.44
Building Specific Security Costs**	\$17,640.83	\$0.00
Full Service Rate	\$151,015.41	\$137,185.08

*The Tenant Improvements Allowance of \$138,031.31 is amortized at a rate of 5.00% percent per annum for 5 years

**Building Specific Security Costs of \$77,900.00 are amortized at a rate of 5% percent per annum over 5 years

3. Section 1.04 of the lease is hereby deleted in its entirety and replaced with the following:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT

CBRE, Inc ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. 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] of the Commission, will be payable to CBRE, Inc. with the remaining [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 short time practicable.

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 month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent

First Month's Rental Payment \$12,584.62 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$12,584.62 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

4. Section 1.11 of the lease is hereby deleted in its entirety and replaced with the following:

"1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE

As of this Supplemental Lease Amendment 1, the Governments Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 31.4870%. The percentage of occupancy is derived by dividing the total Government space of 4,582 RSF by the total building space of 14,552 rentable square feet."

INITIALS: KAH & [Signature]
 LESSOR & GOV'T

“1.12 OPERATING COST BASE

The parties agree that for the purpose of applying the clause titled “Operating Costs Adjustment” that the lessor’s rate for operating costs shall be an amount of \$19,868.44 per annum.”

All other terms and conditions of the Lease shall remain in force and effect.

INITIALS:

KAK
LESSOR

&


GOV'T