

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-07B-17016
LEASE AMENDMENT	
ADDRESS OF PREMISES 216 West Village Blvd., 2 nd floor, Suite # 205 Laredo, TX 78041-2317	PDN Number: PS-0024515

THIS AMENDMENT is made and entered into between DISA Properties, L.P.

whose address is: 216 West Village Blvd., Suite # 302
Laredo, TX 78041-2322

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.) To accept the Tenant Improvements as completed; 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.) To establish the rate for 24/7 HVAC for the LAN room; and
- 11.) To provide for the payment of the Tenant Improvements; and
- 12.) To state the Broker Commission and the Commission Credit; and
- 13.) 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 February 8, 2013, as follows.

See Attached

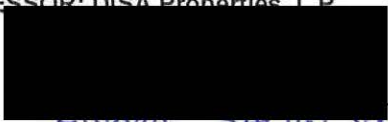
This Lease Amendment contains 3 pages.

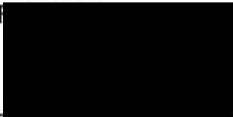
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

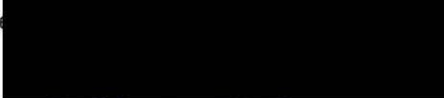
FOR THE LESSOR: DISA Properties, L.P.

FOR THE GOVERNMENT

Signature: 
Name: EDUARDO SANCHEZ JR
Title: MANAGER
Entity Name: DISA PROPERTIES, LP
Date: 3/6/13

Signature: 
Name: Don V
Title: Lease Contracting Officer
GSA, Public Buildings Service 819 Taylor St.,
Room 5A18, Ft. Worth, Texas 76102
Date: 3/7/2013

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: _____
Title: _____
Date: 03-06-2013

- 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 Tenant Improvements have been completed and the government accepts the leased premise on February 8, 2013.
- 3.) The Commencement Date of the rental shall be February 8, 2013 and shall expire on February 7, 2023, subject to the termination rights set forth in the lease.
- 4.) The leased premise square footage shall be 4,272 Rentable Square Feet (RSF) yielding 3,680 ANSI/BOMA Office Area (ABOA).
- 5.) The Government shall pay the Lessor annual rent as follows:
- From February 8, 2013 through February 7, 2018, the total annual rental shall be \$136,447.68 at the rate of \$11,370.64 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$78,176.89, annual Operating Costs of \$29,229.17 plus annual Operating Cost adjustments, and annual Tenant Improvement Amortization cost of \$29,041.62.
- From February 8, 2018 through February 7, 2023, the total annual rent shall be \$121,589.66 at the rate of \$10,132.64 paid monthly in arrears. The total annual rent consists of Shell Rent of \$92,360.49 and Operating Costs of \$29,229.17 plus annual Operating Cost adjustments. **There are no annual Tenant Improvement costs.**
- 6.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 7.491% (4,272 RSF/57,024 RSF) and the new Base Year for taxes shall be the taxes in the year of 2012.
- 7.) The Government's Adjustment for Vacant Space shall be a reduction of \$3.00/ABOA.
- 8.) In accordance with the SFO paragraph 4.3 entitled "Operating Costs," the escalation base shall be \$29,229.17 (4,272 RSF X \$6.84).
- 9.) In accordance with the SFO paragraph 4.1.C entitled "Common Area Factor," the Common Area Factor shall be 1.161 (4,272 RSF/3,680 ABOA).
- 10.) The rate for 24/7 HVAC for the LAN room is \$7.50 per SF per month. The LAN room is 99 ABOA SF and therefore the monthly rate is \$742.50 and the annual rate is \$8,910.00.
- 11.) The total cost of the Tenant Improvements is \$636,873.82. 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 \$516,096.22. The remaining balance of \$120,777.60 shall be amortized monthly into the rent at the rate of seven and a half percent (7.5%) over the first five (5) years of the lease as stated in paragraph 5 above.

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 PS-0024515** 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 817-978-2408.

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 &  GOVT

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

Don Day
U.S. General Services Administration
819 Taylor Street 7PRA; Room 5A18
Fort Worth, Texas 76102-6105

12.) The Lessor and the Broker have agreed to a cooperating lease commission. 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 a portion of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit).



The Commission Credit to the Government 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 SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 5 of this Lease Amendment Number 5, the Shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit to the Government. 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 of \$11,370.64 minus the Commission Credit ([REDACTED]) equals [REDACTED] as the adjusted First Month Rent.

Second Month's Rental Payment of \$11,370.64 minus the Commission Credit ([REDACTED]) equals [REDACTED] as the adjusted Second Month Rent.

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

INITIALS:  & 
LESSOR GOVT