

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07B-17070
ADDRESS OF PREMISES: 500 E MANN RD LAREDO, TX 78041	PDN Number: PS0028071

THIS AGREEMENT, made and entered into this date by and between Merlin Mann Investments, LLC

whose address is: 216 W. 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 accept the Tenant Improvements as completed; and
- 2.) Establish the Commencement Date of the lease rental payments; and
- 3.) Establish the square footages of the leased space; and
- 4.) Provide the annual rental amounts; and
- 5.) Establish the Governments Percentage of Occupancy; and
- 6.) Establish the reduction amount for vacant space; and
- 7.) Establish the Base for the Operating Cost adjustment; and
- 8.) Establish the Common Area Factor; and
- 9.) To provide for the payment of the Tenant Improvements and Building Specific Amortized Capital; and
- 10.) To state the Broker Commission and the Commission Credit; and
- 11.) 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 June 15, 2014 as follows:

See Attached

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and
IN WITNESS _____ subscribed their names as of t

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FOR

Signature: _____
Name: _____
Title: MANAGER
Entity Name: MERLIN MANN INVESTMENTS LLC
Date: JULY 1, 2014

Signature: _____
Name: Thomas Bell
Title: Lease Contracting Officer
GSA, Public Buildings Service, 819 Taylor St., Room 11B
Fort Worth, TX 76102
Date: 7.8.14

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: 07.01.2014

David Garrison
U.S. General Services Administration
819 Taylor Street 7PRA; Room 11B
Fort Worth, Texas 76102-0181

10.) UGL Services Equis Operations Co. ("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 UGL Services Equis Operations Co. 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 second month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of the 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 second month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 2 Rental Payment \$58,924.06 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment \$58,924.06 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

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

INITIALS: [Signature] & [Signature]
LESSOR GOVT