

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LTX17210
ADDRESS OF PREMISES Warehouse Group I, LTD 1100 N Expressway 83, Ste. E, Brownsville, TX 78521-1407	PDN Number: N/A

THIS AMENDMENT is made and entered into between **Warehouse Group I, LTD.**

whose address is: [REDACTED] **Warehouse**
225 S. Vermillion Ave., Brownsville, TX 78521-6880

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:

- 1) Description of Tenant Improvements to be constructed; and
- 2) To provide a Notice to Proceed with the tenant improvements;
- 3) To provide for the payment of the Tenant Improvements; and
- 4) To provide the annual rental amounts to include the amortized Tenant Improvements.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution of the Government, as follows:

- 1.) The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements depicted and according to the Agency Special Requirements and Security Level II Requirements, which were incorporated into the Lease (GSA Form L202) and attached as "Exhibit D – Agency Special Requirements" and "Exhibit E – Security Requirements – Facility Security Level II".
- 2.) Upon full execution and delivery of this Lease Amendment (LA) the Lessor can consider this as a Notice to Proceed with the Tenant Improvement construction. The anticipated date of completion and acceptance by the Government is on or before April 2, 2014.

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.

<p>FOR THE [REDACTED]</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Entity Name: _____</p> <p>Date: _____</p>	<p>FOR THE [REDACTED]</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: Lease Contracting Officer</p> <p>GSA, Public Buildings Service,</p> <p>Date: <u>3/20/14</u></p>
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WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]

Name: Barbara E. Kgen

Title: Office Manager / Realtor

Date: 02/12/2014

3.) The Lessor and the Government have agreed that the approved cost of the Tenant Improvements described in "Exhibit D" and "Exhibit E" will be \$77,908.79 total (see table below):

1. [REDACTED] for "I. ADDITIONAL PAVED SURFACE PARKING AREA" (Exhibit D, page 1)
2. [REDACTED] for "II. THREE CARGO RAMP LOADING DOCKS" (Exhibit D, page 1)
3. [REDACTED] for "III. LIGHTING" (Exhibit D, page 1)
4. [REDACTED] for [REDACTED]" (Exhibit E, page 5).

Upon completion and acceptance of the tenant improvements, the final Tenant Improvement amount of the rental rate will be documented in a Lease Amendment and amortized at a rate of 7.0% over the remaining firm term from the acceptance date. The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit, design fees, and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

4.) The rent shall be restated upon inspection and acceptance of the Tenant Improvements by the Government. For purposes of amortizing the tenant improvements the estimated construction completion date, April 2, 2014, is used as the estimated effective date. Paragraph 1.03 A. of the GSA Form L202 shall be deleted and replaced with the following rent table:

1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$171,046.00	\$171,046.00
TENANT IMPROVEMENTS RENT ²	\$ 11,250.79	\$ 0.00
OPERATING COSTS ³	\$ 77,301.00	\$ 77,301.00
TOTAL ANNUAL RENT	\$259,597.79	\$248,347.00

¹Shell rent (Firm Term) calculation: \$6.1087857 per RSF multiplied by 28,000 RSF

²The Tenant Improvement Allowance of \$77,908.79 is amortized at a rate of 7.0 percent per annum over 9.5 years (114 months is remaining firm term).

³Operating Costs rent calculation: \$2.76075 per RSF multiplied by 28,000 RSF

INITIALS:  LESSOR &  GOVT