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| <b>GENERAL SERVICES ADMINISTRATION<br/>PUBLIC BUILDINGS SERVICE</b><br><br><b>LEASE AMENDMENT</b> | LEASE AMENDMENT No. 2        |
|                                                                                                   | TO LEASE NO. GS-07P-LTX17210 |
| ADDRESS OF PREMISES [REDACTED] Warehouse<br>225 S. Vermillion Ave.<br>Brownsville, TX 78521-6880  | PDN Number: N/A              |

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

whose address is: 1100 N Expressway 83, Ste. E,  
Brownsville, TX 78521-1407

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) Describe change orders #1 through #3;
- 2) Provide a Notice to Proceed for change orders #1 through #3;
- 3) Provide for the payment for change orders #1 through #3; and
- 4) Provide the annual rental amounts to include change orders #1 through #3 in the 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.) Lease No. GS-07P-LTX17210 Paragraph 1.07, "DOCUMENTS INCORPORATED BY REFERENCE", is hereby amended to add Change Orders #1, #2 and #3 as labeled and depicted in Exhibit "H" (5 pages), attached hereto and made a part hereof. The Lessor shall provide all the materials, labor, and services required to provide the completion of said change orders.

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 May 2, 2014.

This Lease Amendment contains 7 pages total, including Exhibit "H".

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: \_\_\_\_\_  
Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

3.) The Lessor and the Government have agreed that the total cost of the approved change orders as described in Exhibit “H” is \$24,912.00 and shall not exceed this amount (total sum of the amounts listed below):

1. [REDACTED] for Change Order #1: Move storage racks in the warehouse (see Exhibit H, page 1).
2. [REDACTED] for Change Order #2: Install light pole and light fixtures as depicted on drawings and proposal (see Exhibit H, pages 2-4).
3. [REDACTED] for Change Order #3: Pave area South of Ramp as depicted on drawing and proposal (Exhibit D, page 2 & 5).

The total cost of the Tenant Improvements, including all approved change orders (#1 through #3) is \$102,820.79 (\$77,908.79 Tenant Improvement Allowance + \$24,912.00 for change orders #1 through #3). 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.

The total Tenant Improvement costs, \$797,257.78, shall be amortized through the rent over the remaining firm term, estimated to be one hundred fourteen (113) months, and shall begin on the date of substantial completion estimated to be May 2, 2014, through October 1, 2024, paid monthly in arrears, at the rate of 7.00 percent.

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. Lease No. GS-07P-LTX17210 Paragraph 2.04 “WAIVER OF RESTORATION” shall apply to all Tenant Improvements, including change orders #1 through #3.

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, May 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 <sup>1</sup>               | \$171,046.00        | \$171,046.00        |
| TENANT IMPROVEMENTS RENT <sup>2</sup> | \$ 14,940.96        | \$ 0.00             |
| OPERATING COSTS <sup>3</sup>          | \$ 77,301.00        | \$ 77,301.00        |
| <b>TOTAL ANNUAL RENT</b>              | <b>\$263,287.96</b> | <b>\$248,347.00</b> |

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

<sup>2</sup>The Tenant Improvement Allowance of \$102,820.79 is amortized at a rate of 7.0 percent per annum over 9.417 years (113 months are the remaining firm term).

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

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
 LESSOR LESSOR GOV'T