

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LTX17335
ADDRESS OF PREMISES: 901 VICTORIA STREET LAREDO, TX 78040-4438	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between Archangelos, Inc.

whose address is: 901 Victoria St., Suite B,
Laredo, TX 78040-4438

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.) Establish the Commencement Date of the lease rental payments; and
- 2.) Establish the square footages of the leased space; and
- 3.) Provide the annual rental amounts; and
- 4.) Establish the Governments Percentage of Occupancy; and
- 5.) Establish the reduction amount for vacant space; and
- 6.) Establish the Base for the Operating Cost adjustment; and
- 7.) Establish the Common Area Factor; and
- 8.) To state the Broker Commission and the Commission Credit; and
- 9.) 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 March 4, 2015 as follows:

- 1.) The Government accepts the space. The Commencement Date of the rental shall be March 4, 2015 and shall expire on March 3, 2025 subject to the termination rights set forth in the lease.
- 2.) The leased premise square footage shall be 3,502 Rentable Square Feet (RSF) yielding 3,045 ANSI/BOMA Office Area (ABOA).

This Lease Amendment contains 2 pages.

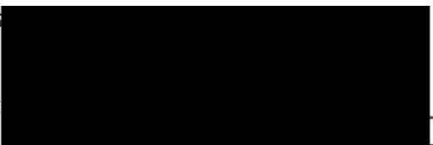
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: 
Name: _____
Title: president, Archangelos, Inc.
Entity Name: Archangelos, Inc.
Date: March 19, 2015

FOR THE GOVERNMENT:
Signature: 
Name: _____
Title: _____
GSA, Public Buildings Service, 819 Taylor St., Room 11B
Fort Worth, TX 76102
Date: 3/24/2015

WITNESS:

Signature: 
Name: _____
Title: Property Manager
Date: 3/19/15

3.) The Government shall pay the Lessor annual rent as follows:

Firm Term: From March 4, 2015 through March 3, 2020, the total annual rental shall be \$73,026.69 at the rate of \$6,085.58 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$53,644.67, annual Operating Costs of \$19,382.02, plus annual Operating Cost Adjustments beginning effective as of March 4, 2016.

Non-firm Term: From March 4, 2020 through March 3, 2025, the total annual rent shall be \$73,026.69 at the rate of \$6,085.58 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$53,644.67, annual Operating Costs of \$19,382.02, plus annual Operating Cost Adjustments.

There is no Tenant Improvement or Building Specific Amortized Capital (BSAC) costs included in this lease rate.

4.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 25.39% (3,502 RSF / 13,795 RSF) and the new Base Year for taxes shall be in accordance with Paragraph 2.06 REAL ESTATE TAX ADJUSTMENT (JUN 2012).

5.) The Government's Adjustment for Vacant Space prior to the expiration of the firm term of the Lease shall be a reduction of \$2.00 per ABOA.

6.) In accordance with the lease paragraph 1.13 entitled "Operating Cost Base," the escalation base shall be \$19,382.02 (3,502 RSF X \$5.534557396). Annual Operating Adjustments shall not start until March 4, 2016.

7.) In accordance with the lease paragraph 1.01, subparagraph B entitled "Common Area Factor," the Common Area Factor shall be 1.15 (3,502 RSF / 3,045 ABOA).

8.) A. SAVILLS STUDLEY, 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 SAVILLS STUDLEY, 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 shortest time practicable.

A. 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:

Month 1 Rental Payment \$6,085.56 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1ST Month's Rent.*

Month 2 Rental Payment \$6,085.56 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2ND Month's Rent.*

*Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

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

INITIALS:  LESSOR &  GOVT