

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 5	DATE <u>3/1/11</u>
ADDRESS OF PREMISES: <div style="text-align: center;">5810 San Bernardo Laredo, TX 78401</div>		TO LEASE NO: GS-07B-16635

THIS AGREEMENT, made and entered into this date by and between VAQUILLAS REALTY, LTD.

whose address is: 5810 SAN BERNARDO Ste 490
LAREDO, TX 78041-2932

hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereafter call the Government.

WHEREAS, the parties hereto desire to amend the above lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective upon execution by the Government, as follows:

The purpose of this Supplemental Lease Agreement (SLA) is to establish the lease commencement date, to accept the tenant improvements, and to reflect the finalized construction costs of \$335,022.81 for Tenant Improvements (TI).

Paragraph 2 of the Lease is hereby deleted in its entirety and replaced with the following:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on February 16, 2011 and continuing through February 15, 2026, subject to termination and renewal rights as may be hereinafter set forth.

Paragraph 3 of the Lease is hereby deleted in its entirety and replaced with the following:

3. For the period beginning February 16, 2011 and continuing through February 15, 2016 the Government shall pay the Lessor annual rent of \$348,692.61 at the rate of \$29,057.72 per month in arrears. For the period beginning February 16, 2016 and continuing through February 15, 2021 the Government shall pay the lessor annual rent of \$380,807.07 at the rate of \$31,733.92 per month in arrears. For the period beginning February 16, 2021 and continuing through February 15, 2026 the Government shall pay the Lessor annual rent of \$360,841.46 at the rate of \$30,070.12 per month in arrears.

Rent for a lesser period shall be prorated. Rent shall be made payable to:

VAQUILLAS REALTY, LTD.
5810 SAN BERNARDO STE 490
LAREDO, TX 78041-2932

Paragraph 9 of the Lease is hereby deleted in its entirety and replaced with the following:

9. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$449,561.91 shall be amortized through the rent for 10 years at the rate of 7.00%. The total annual cost of Tenant Improvements for the amortization period shall be \$62,637.54.

The Government hereby accepts the lump sum amount of \$335,022.81.

Continued on Sheet 2, attached hereto and made a part of the Lease.

IN WITNESS WHEREOF, the parties subscribed there names as of the above date. LESSOR: VAQUILLAS REALTY, LTD.	
BY <u>[Signature]</u> (Signature)	<u>Owner / Manager</u> (Title) <u>5810 San Bernardo Suite 490</u> <u>Laredo, Texas 78041</u> (Title) (manager)
IN PRESENCE OF <u>[Signature]</u> (Signature)	

UNITED STATES OF AMERICA <u>[Signature]</u> Justina Lewellyn	CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION 819 TAYLOR ST Contracting Officer
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Sheet 2 of Supplemental Lease Agreement No. 5 to Lease GS-07B-16635

The original invoice must be submitted directly to the GSA Finance office electronically on the Finance Website at www.finance.gsa.gov and a copy provided to the Contracting Officer's designee. If you are unable to process the invoice electronically, you may mail the original invoice to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76105-0181

A copy of the invoice must be provided to the Contracting Officer's designee at the following address:

Lisa Smith
US General Services Administration
819 Taylor St., Room 5A18
Fort Worth, TX 76102

A proper invoice must be on the Lessor's company letterhead and include the following:

- Invoice Date
- Name of the Lessor as shown on the Lease
- Lease Contract Number and Building address
- Description, price, and quantity of items delivered
- GSA PDN #: PS0018575

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign the invoice. The Lessor is responsible for maintenance and repair of the alterations. All alterations shall remain property of the Lessor. Lessor hereby waives all rights to restoration pertaining to these alterations.

Paragraph 10 of the Lease is hereby deleted in its entirety and replaced with the following:

10. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as 20.15% (13,500 RSF/66,990.29 SF).

Paragraph 11 of the Lease is hereby deleted in its entirety and replaced with the following:

11. In accordance with the SFO paragraph entitled Operating Costs Base, the escalation base is established as \$6.7056/RSF (\$90,525.65/annum).

Paragraph 16 of the Lease, previously amended by Supplemental Lease Agreement No. 1, is hereby deleted in its entirety and replaced with the following:

16. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. 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 [REDACTED] percent of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit 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 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture 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.

First Month's Rental Payment of \$29,057.72 minus one third of the Commission Credit [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$29,057.72 minus one third of the Commission Credit [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment of \$29,057.72 minus one third of the Commission Credit [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

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

Government Initials yl

Lessor Initials [Signature]