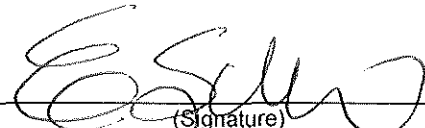




GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 2	DATE <u>6/7/11</u>
TO LEASE NO. LTX16740		
ADDRESS OF PREMISES Village Plaza, 216 West Village Blvd. Laredo TX 78041-2322		
THIS AGREEMENT, made and entered into this date by and between DISA Properties LLC Whose address is 216 W. Village Blvd. Suite 302 Laredo TX 78041 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government: NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>April 22, 2011</u> , as follows: establish the lease square footage, determine the date of beneficial occupancy, restate the common area factor, document change in annual rent, tenant improvement allowance, and commission credit calculation. <div style="margin-left: 40px;"> <p>A. SLA 1, dated 1/31/2011, is specifically nullified in entirety and replaced with this SLA 2.</p> <p>B. The following sections of the lease are deleted in entirety:</p> <ul style="list-style-type: none"> • Part II, Section A. Item 2.c. • Part II, Section B. Item 3. • Part II, Section C. Item 4.b. • Part II, Section C. Item 4.e. • Part II, Section C. Item 5. • Part II, Section C. Item 6. • Paragraph 7, Sheet 3 to GSA Form 3626 – Lease No. GS-07B-16740, Laredo, Texas </div> <p>and the following substituted therefore.</p> <p><i>Continued on next page</i></p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <p>LESSOR: DISA Properties LLC</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>BY <u></u> (Signature)</p> </div> <div style="width: 45%;"> <p><u>PARTNER</u> (Title)</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>IN PRESENCE OF <u></u> (Signature)</p> </div> <div style="width: 45%;"> <p><u>[Redacted Address]</u> (Address)</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>UNITED STATES OF AMERICA BY <u></u> (Signature)</p> </div> <div style="width: 45%;"> <p>CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION 819 Taylor Street, Rm 5A18, Ft. Worth, TX 76102 (Official Title)</p> </div> </div>		

Part II, Section A. Item 2.c.

SQ. FT.

RENTABLE 2,655

ABOA 2,288

Common Area Factor 1.16

Part II, Section B. Item 3.

To have and to hold, for the term commencing on April 22, 2011 and continuing through April 21, 2021 inclusive. The Government may terminate this lease in whole or in part at any time on or after April 21, 2016, by giving at least sixt (60) days notice in writing to Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing the day after the date of mailing.

Part II, Section C. Item 4.b.

TENANT IMPROVEMENT ALLOWANCE. Lessor agreed to provide the government with a Tenant Improvement Allowance (TIA) in the amountof \$41.03 per ANSI/BOMA square foot (2,288) which is \$93,876.64, at an amortized rate of 7.5% that will be compounded monthly over the five year firm term of the lease. The Government has agreed to reimburse the Lessor in a lump sum for any cost above the TIA based on Government approved Construction Drawings.

This Supplemental Lease Amendment (SLA) No. 2 has been prepared to accept the Tenant Improvements and recognize the improvements cost \$131,835.04. Upon completion, inspection and acceptance of the space by the Contracting Officer and invoicing by Lessor, the Government shall reimburse the Lessor as follows: remit in a lump sum payment the amount of \$37,958.90 which is the Tenant Improvement cost of \$131,835.04 less the TIA of \$93,876.64.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. The Payment Document Code No. Is PS0019601 in the amount of \$37,958.90 must be included with payment submittals, Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

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

General Services Administration
Attn: Kelly Hantz
819 Taylor St.
Rm 5A18
Fort Worth, TX 76102

A proper invoice must include the following:

- Invoice date
- Unique Invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GS PDN # PS0019601

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

INITIALS:


LESSOR


GOVT

Part II, Section C. Item 4.e.;

COMMISSION CREDIT CALCULATION: In accordance with Paragraph 7 of the Supplemental Lease Requirements, Broker Commission and Commission Credit, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. The commission is earned upon lease execution and payable (i) [REDACTED] when the Lease is awarded and (ii) [REDACTED] upon the earlier of Tenant's Occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 7, only [REDACTED], which is [REDACTED] of the Commission, will be payable to CBRE. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit") shall be credited to the shell rental portion of the annual rental payments due and owing 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 shall continue until the credit has been fully recaptured in the first two full month's rent..

Rent for a lesser period shall be prorated. Rent payments shall be made via electronic funds transfer to DISA Properties, 216 W. Village Blvd., Ste 302, Laredo, TX 78041-2322

Part II, Section C. Item 5

AMOUNT OF ANNUAL RENT

\$87,500.15 Years 1 – 5

\$64,927.00 Years 6 - 10

Part II, Section C. Item 6

RATE PER MONTH

\$7,291.68 Years 1 - 5

\$5,410.58 Years 6 - 10

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

INITIALS:


LESSOR


GOV'T