

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1 TO LEASE NO. GS-07B-16923 DATE 11/15/11 PAGE 1 of 2

ADDRESS OF PREMISES  
3549 E 14<sup>TH</sup> ST., Brownsville, TX 78521

THIS AGREEMENT, made and entered into this date by and between BROWNSVILLE INVESTMENT GROUP NO. 1 L.P.

whose address is 3549 E 14<sup>TH</sup> ST.  
BROWNSVILLE, TX 78521-3268

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 establish the effective date of the lease and accept the space.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective November 1, 2011, as follows:

I. The Lessor hereby leases to the Government the following described premises:

A total of 4,610 rentable square feet (RSF) of office and related space, which yields 4,610 ANSI/BOMA Office Area square feet (USF) of space on the first floor of the building located in Brownsville Business park, 3549 East 14<sup>TH</sup> Street Brownsville, TX 78521 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are three (3) surface parking spaces for the exclusive use of Government employees and patrons.

II. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning November 1, 2011 through October 31, 2021, subject to termination and renewal rights as may be hereinafter set forth.

The Government may terminate this lease in whole or in part at any time after October 31, 2012 year by giving at least sixty (60) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

III. The Government shall pay the Lessor annual rent of \$25,769.90 at the rate of \$2,147.49 per month in arrears for year 1, which includes annual operating cost of \$0. Building Specific Security Cost are not included and will not be amortized over the firm term.

The Government shall pay the Lessor annual rent of \$27,060.70 at the rate of \$2,255.06 per month in arrears for years 2-5, which includes annual operating cost of \$0.

The Government shall pay the Lessor annual rent of \$29,596.20 at the rate of \$2,466.35 per month in arrears for years 6-10, which includes annual operating cost of \$0.

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

Brownsville Investment Group No. 1, L.P.  
P.O. Box 3817  
Brownsville, TX 78523-3817

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE

ADDRESS

SIGNATURE

ADDRESS

IN PRESENCE OF

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

NAME OF SIGNER

NAME OF SIGNER

OFFICIAL TITLE OF SIGNER

- IV. In accordance with SFO Paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 100%. Tax base is \$1,018.27 (\$.22 USF / \$.22 RSF). In order to establish the base year taxes, the Lessor shall submit the base year tax statement with 60 days after payment. If the tax statement is for multiple parcels or buildings, the value of each property shall be defined. The tax base year is hereby established as the first full year of Government occupancy. The tax base year is hereby established as 2012.
- V. In accordance with SFO paragraph 2.4, *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]. This Commission is earned upon lease execution and payable per the commission agreement. Due to the Commission Credit described in 2.4B only [REDACTED] which is [REDACTED] of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments and shall be reduced to fully recapture this Commission Credit. Notwithstanding paragraph 3 of this Standard Form 2, the reduction in shell rent shall commence with the first full month of the rental payments and continue until the credit has been fully recaptured.
- VI. The Lessor hereby waives restoration as a result of all improvements.