

<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT <b>NO 5</b>	DATE <b>2/28/12</b>
	TO LEASE NO. <b>GS-07B-16820</b>	

ADDRESS OF PREMISES: 500 South Point Drive, Port Isabel, TX 78578-3705

THIS AGREEMENT, made and entered into this date by and between **LJH, Ltd.**

whose address is 1 Padre Blvd  
South Padre Island, TX 78597-6402

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

**WHEREAS**, the parties hereto agree to supplement the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on February 9, 2012 as follows:

- 1.) To establish and accept the total leased premise; and
- 2.) establish the Commencement Date of the lease rental payments; and
- 3.) establish the square footages of the leased premise; and
- 4.) provide the annual rental amounts; and
- 5.) establish the Governments percentage of occupancy; and
- 6.) restate the vacant space; and
- 7.) establish the remaining balances for Tenant Improvement and Building Security Amortized Capital (BSAC) Allowances; and
- 8.) provide for the payment of the lump-sum; and
- 9.) all other terms and conditions are in full force and effect.

See Attached

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

BY **LJH LTD**

Signature

Max Shaw

Printed Name

Authorized Agent

Title

Kim Simmons

Printed Name

**UNITED STATES OF AMERICA**

Kim Simmons-Garza

Lease Contracting Officer  
(Official Title)

Supplemental Lease Agreement No. 5  
LTX16820  
500 South Point Drive  
Port Isabel, TX 78578

1.) The tenant improvements have been substantially completed and the Government accepts the leased space on February 9, 2012 contingent upon the completion of the punch list items attached as Exhibit "A" upon forty-five (45) days.

2.) The commencement date of the rental shall be February 9, 2012 and shall expire on February 8, 2022 unless sooner terminated in accordance with paragraph 4 of the SF-2.

3.) The office space square footage shall be 9,548 rentable square feet yielding 8,474 ANSIBOMA Office Area (ABOA).

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

From February 9, 2012 through February 8, 2017 the total annual rental shall be \$217,549.42 at the rate of \$18,129.12 per month in Arrears. The total annual rent consists of annual Shell rent of \$103,500.32, annual Operating Costs of \$40,579.00 plus annual Operating Cost adjustments; annual Tenant Improvement Amortization cost of \$56,534.57 and annual Building Specific Amortized Capital (BSAC) cost of \$16,935.53.

From February 9, 2017 through February 8, 2022 the total annual rent shall be \$155,155.00. The total annual rent consists of annual Shell rent of \$114,576.00 and annual Operating Costs of \$40,579.00 plus annual Operating Cost adjustments. There are no annual Tenant Improvement and BSAC costs.

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

LJH, LTD  
1 Padre Blvd  
South Padre Island, TX 78597-6402

5.) The percentage of occupancy for Tax Reimbursement purposes shall be: 100% and the Base tax year is 2012 per Paragraph 10 of the SF-2.

6.) The Government's adjustment of vacant space shall be a reduction of \$1.00 per ANSI-BOMA Office Area.

7.) The total cost of the Tenant Improvements and BSAC is \$1,140,710.01. The Lessor and the Government agree that a lump-sum payment for a portion of the total tenant improvement cost shall be made in the amount of \$824,019.80. The remaining balance of \$316,690.21 shall be amortized monthly into the rent at the rate of six percent (6.0%) over the first five (5) years of the lease as stated in paragraph 4 above.

8.) The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **It shall reference the number PS0020763** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408. If the Lessor is unable to process this invoice electronically, and invoice may be mailed to:

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

Gov't Initials: BSG

Lessor Initials: lms

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

Pearl Summers-Garza  
U.S. General Services Administration  
1919 Smith Street, Suite 1600  
Houston, Texas 77002

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

Gov't Initials: PSG

Lessor Initials: DMB