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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
LEASE AMENDMENT	TO LEASE NO. GS-07B-17070
ADDRESS OF PREMISES:	PDN Number: PS0028071
500 E MANN RD	
LAREDO, TX 78041	
THIS AGREEMENT, made and entered into this date by a	nd between Merlin Mann Investments, LLC
whose address is: 216 W. Village Blvd, Suite 302 Laredo, TX 78041-2322	
hereinafter called the Lessor, and the UNITED STATES O	F AMERICA, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above L	ease.
 To accept the Tenant Improvements as completed; and Establish the Commencement Date of the lease rental parts.) Establish the square footages of the leased space; and Provide the annual rental amounts; and Establish the Governments Percentage of Occupancy; and Establish the reduction amount for vacant space; and Establish the Base for the Operating Cost adjustment; and Establish the Common Area Factor; and To provide for the payment of the Tenant Improvements To state the Broker Commission and the Commission C All other terms and conditions are in full force and effect 	nd nd and Building Specific Amortized Capital; and Credit; and
NOW THEREFORE, these parties for the considerations hamended, effective June 15, 2014 as follows:	nereinafter mentioned covenant and agree that the said Lease is
See Attached	
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This Lease Amendment contains 3 pages.	
All other terms and conditions of the lease shall remain in for IN WITNES	
FOR THE LI	FOR
Signature: Name: Title: Entity Name: Date: JULY 1, 2014	Signa Name: Thomas Ben Title: Lease Contracting Officer GSA, Public Buildings Service, 819 Taylor St., Room 11B Fort Worth, TX 76102 7.8.14 Date:
WITNESSED FOR THE LESSOR BY:	
Signature:	

Lease Amendment Form 09/12

1.) The Tenant Improvements have been completed and the government accepts the leased premise on June 15, 2014.

2.) The Commencement Date of the rental shall be June 15, 2014 and shall expire on June 14, 2024, subject to the termination rights set forth in the lease.

3.) The leased premise square footage shall be 19,552 Rentable Square Feet (RSF) yielding 17,002 ANSI/BOMA Office Area (ABOA).

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

From June 15, 2014 through June 14, 2019, the total annual rental shall be \$707,088.73 at the rate of \$58,924.06 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$368,518.05, annual Operating Costs of \$112,850.23 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$142,130.74, and annual Building Specific Amortized Capital (BSAC) of \$83,589.71.

From June 15, 2019 through June 14, 2024, the total annual rent shall be \$552,148.48. The total annual rent consists of Shell Rent of \$439,298.24 and Operating Costs of \$112,850.23 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

5.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 25.78% (19,552 RSF/75,830 RSF) and the new Base Year for taxes shall be the taxes in the year of 2015.

6.) The Government's Adjustment for Vacant Space shall be a reduction of \$2.00 per ABOA.

7.) In accordance with the lease paragraph 11 entitled "Operating Costs," the escalation base shall be \$112,850.23 (19,552 RSF X \$5.77).

8.) In accordance with the lease paragraph 12 entitled "Common Area Factor," the Common Area Factor shall be 1.15 (19,552 RSF/17,002 ABOA).

9.) The total cost of the Tenant Improvements is \$1,564,008.37. 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 \$1,005,909.37. The remaining balance of \$558,099.00 shall be amortized monthly into the rent at the rate of nine point nine five percent (9.95%) over the first five (5) years of the lease as stated in paragraph 4 above.

The total cost of the Building Specific Security (BSS) is \$328,233.35. The Lessor and the Government agree that the total balance of the BSS cost will be amortized as Building Specific Amortized Capital (BSAC) in the amount of \$328,233.35 and shall be amortized monthly into the rent at the rate of nine point nine five percent (9.95%) over the first five (5) years of the lease as stated in paragraph 4 above.

The Lessor agrees that the invoice shall be printed on the same letterhead as the party 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 PS0028071 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 800-676-3690.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

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

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

INITIALS: 8

Lease Amendment Form 09/12

David Garrison U.S. General Services Administration 819 Taylor Street 7PRA; Room 11B Fort Worth, Texas 76102-0181

10.) UGL Services Equis Operations Co. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is **authorized** and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only **authorized** of the Commission, will be payable to UGL Services Equis Operations Co. with the remaining **authorized** 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 second month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of the 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 second month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 2 Rental Payment \$58,924.06 minus prorated commission credit of Rent.	equals	adjusted 2nd Month's
Month 3 Rental Payment \$58,924.06 minus prorated commission credit of	equals	adjusted 3rd Month's

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

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INITIALS: 8 FSSOR

Lease Amendment Form 09/12