

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 6
	TO LEASE NO. GS-07B-16975
ADDRESS OF PREMISES The Cano Building 101 N. Ware Road McAllen, TX 78504-1963	PDN Number: N/A

THIS AMENDMENT is made and entered into between CANO FAMCO

whose address is: 9101 N. 23rd Street
McAllen, Texas 78504-1963

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 commence the Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective December 11, 2012 as follows:

A. Paragraph 1 of the Lease shall be deleted and replaced with the following:


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

A total of 10,752 rentable square feet (RSF) of office and related space, which yields 9,350 ANSI/BOMA Office Area square feet (USF) of space on the first floor of The Cano Building, 101 N. Ware Road, McAllen, TX 78504-1963 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 thirty-five (35) reserved parking spaces with a minimum of five (5) secured onsite parking spaces."


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This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE 
 Signature: _____
 Name: _____
 Title: _____
 Entity Name: CANO FAMCO
 Date: _____

FOR THE GOVERNMENT: 
 Signature: _____
 Name: _____
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 3/4/2013

WITNESS 
 Signature: _____
 Name: _____
 Title: _____
 Date: _____

B. Paragraph 2 of the Lease shall be 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 December 11, 2012, and continuing for a term through 15 years, expiring December 10, 2027, unless earlier terminated by the Government as described in Paragraph 4 of the lease."

C. Paragraph 3 of the Lease shall be deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent of \$368,328.83 for years 1 through 10, which consist of annual Shell rent of \$232,673.28, Operating costs of \$77,952.00 with annual CPI adjustments, annual amortized Tenant Improvements (TI) of \$54,806.25, and annual amortized Building Specific Amortized Capital (BSAC) of \$2,897.30.

The Government shall pay the Lessor annual rent of \$368,334.57 for years 11 through 15, which consist of annual Shell rent of \$290,382.57, Operating costs of \$77,952.00 with annual CPI adjustments per this lease.

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 9TX3069. Rent for a lesser period shall be prorated. Rent shall be made payable to:

CANO FAMCO
9101 N. 23rd Street
MCALLEN, TX 78504-1964"

D. Paragraph 4 of the Lease shall be deleted in its entirety and replaced with the following:

"4. The Government may terminate this lease at any time after December 10, 2022 by giving at least ninety (90) calendar 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."

E. Paragraph 8 of the Lease shall be deleted in its entirety and replaced with the following:

"8. In accordance with SFO Paragraph 3.2 entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$376,434.37 shall be amortized through the rent for ten (10) years at the rate of 8%.

F. Paragraph 9 of the Lease shall be deleted in its entirety and replaced with the following:

"9. In accordance with the SFO paragraph 4.2 B.9. entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 59% (10,752/18,150).

G. Paragraph 10 of the Lease shall be deleted in its entirety and replaced with the following:

"10. In accordance with the SFO paragraph 4.3 entitled *Operating Costs* are \$7.25/RSF (\$77,952.00/annum)."

H. Paragraph 11 of the Lease shall be deleted in its entirety and replaced with the following:

"11. In accordance with the SFO paragraph 4.1 C. entitled *Common Area Factor*, the common area factor is established as 1.149946524 (10,752 RSF/9,350 ANSI/BOMA)."

I. Paragraph 12 of the Lease shall be deleted in its entirety and replaced with the following:

"12. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$5.71/USF (rental reduction)."

INITIALS:  LESSOR &  GOV'T

J. Paragraph 13 of the Lease shall be deleted in its entirety and replaced with the following:

"13. In accordance with the SFO Paragraph 4.6 entitled *Overtime Usage*, the Lessor shall install sub-meters for the assessment of HVAC usage after normal building hours. Overtime shall not be charged during normal building hours or during the hours of operation set forth in the SFO paragraph 4.5 entitled "Normal Hours"."

K. Paragraph 14 of the Lease shall be deleted in its entirety and replaced with the following:

"14. Security costs in the total amount of \$19,900 shall be amortized through the rent for ten (10) years at the rate of 8%."

L. Paragraph 15 of the Lease shall be deleted in its entirety and replaced with the following:

"15. In accordance with the SFO paragraph 4.2 entitled "Tax Adjustment," this lease is subject to real estate tax adjustment. The base amount is established as \$30,360, based on 59% percentage of occupancy.

M. Paragraph 17 of the Lease shall be deleted in its entirety and replaced with the following:

"17 In accordance with Paragraph 2.4 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley 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 (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) 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 2.4, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments ([REDACTED] per month) due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue throughout the fifth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- Month 1: \$30,694.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.
- Month 2: \$30,694.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.
- Month 3: \$30,694.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.
- Month 4: \$30,694.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.
- Month 5: \$30,694.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent.

All other terms and conditions remain in full force and effect.

INITIALS:  LESSOR &  GOV'T