

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 5 TO LEASE NO. GS-07B-16793 DATE 12/14/11 PAGE 1 of 2

ADDRESS OF PREMISES
311 Union Pacific Blvd., Laredo, Texas 78045

THIS AGREEMENT, made and entered into this date by and between GUME TRANSPORT & STORAGE, INC.

whose address is 10208 UNION PACIFIC BLVD
LAREDO, TEXAS 78045

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 upon execution by the Government, as follows:

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

A total of 107,100 rentable square feet (RSF) of warehouse and office space, which yields 100,000 ANSIBOMA square feet (USF) of warehouse space and 5,000 USF of office space at 311 Union Pacific Blvd., Laredo, TX 78045, and further described as Lots 14, 15, and 16, Block 2, Milo Distribution Center, Phase I, 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 a minimum of 45 surface parking spaces for 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, 2026, subject to termination and renewal rights as may be hereinafter set forth.

III. From November 1, 2011 through October 31, 2016, the Government shall pay the Lessor annual rent of \$726,787.07 at the rate of \$60,565.59 per month in arrears, which includes annual operating cost base of \$97,461.00 at the rate of \$8,121.75 per month, subject to annual CPI adjustments; annual amortized tenant improvement allowance, annual shell rent, and annual amortized security costs.

From November 1, 2016 through October 31, 2021, the Government shall pay the Lessor annual rent of \$807,112.07 at the rate of \$67,259.34 per month in arrears, which includes annual operating cost base of \$97,461.00 at the rate of \$8,121.75 per month, subject to annual CPI adjustments; annual amortized tenant improvement allowance, annual shell rent, and annual amortized security costs.

From November 1, 2021 through October 31, 2026, the Government shall pay the Lessor annual rent of \$778,617.00 at the rate of \$64,884.75 per month in arrears, which includes annual operating cost base of \$97,461.00 subject to annual CPI adjustments and shell rent.

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

GUME TRANSPORT & STORAGE, INC.
10208 UNION PACIFIC BLVD
LAREDO, TX 76045-9412

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

LESSOR

SIGNATURE  NAME OF SIGNER Manuel A. Gutierrez

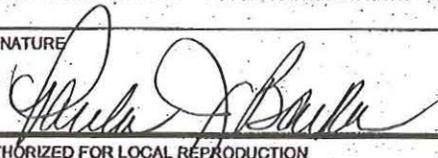
ADDRESS 10208 Union Pacific Laredo, TX 78045

IN PRESENCE OF

SIGNATURE  NAME OF SIGNER Maria E. Cavazos

ADDRESS 10208 Union Pacific Laredo, Tx 78045

UNITED STATES OF AMERICA

SIGNATURE  NAME OF SIGNER PAULA SPARKER

OFFICIAL TITLE OF SIGNER Contracting Officer

IV. The Government may terminate this lease in whole or in part at any time on or after October 31, 2021 by giving at least 90 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.

V. The lease is subject to real estate tax reimbursement. In accordance with the terms of SFO Paragraph 4.2 entitled *Tax Adjustment*, the percentage of Government occupancy is established as 70.54% (Government leased space of 107,100 RSF divided by total building square footage of 151,833 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.

VI. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease 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 as indicated in this schedule for adjusted Monthly Rent.

First full Month's Rental Payment of \$60,565.59 minus one third of the Commission Credit [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$60,565.59 minus one third of the Commission Credit [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment of \$60,565.59 minus one third of the Commission Credit [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

VII. The Lessor hereby waives restoration as a result of all improvements.

INITIALS: *MAGS* LESSOR

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