

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 1	DATE 1/8/10
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS-07B-16635	
ADDRESS OF PREMISES 5810 SAN BERNARDO Laredo, TX 78041		
THIS AGREEMENT made and entered into this date by and between VAQUILLAS REALTY LTD., whose address is 5810 SAN BERNARDO AVE, SUITE 490 LAREDO, TX 78041 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease. 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: The purpose of this Supplemental Lease Agreement (SLA) is to modify the lease to add 3,150 rentable square feet (RSF), yielding 2,739 ANSI/BOMA Office Area square feet (USF) of office and related space and detail requirements for 75% and 100% construction drawings as follows: 1. The lessor hereby leases to the Government an additional 3,150 RSF, yielding 2,739 USF of office and related space at 5810 San Bernardo Avenue, Laredo, TX 78041. During Years 1 – 5 of the lease term, the rental rate for the additional 3,150 RSF shall be \$24.48 per RSF. The Government shall pay the Lessor annual rent of \$77,106.61 for the additional square footage. This includes \$14.89 per RSF for shell rent, \$6.71 per RSF for operating costs, and \$2.88 per RSF for amortized TI. During Years 6 – 10 of the lease term, the rental rate for the additional 3,150 RSF shall be \$26.85 per RSF. The Government shall pay the Lessor annual rent of \$84,590.07 for the additional square footage. \$17.27 per RSF for shell rent, \$6.71 per RSF for operating costs, and \$2.88 per RSF for amortized TI. During Years 11 – 15 of the lease term, the rental rate for the additional 3,150 RSF shall be \$26.73 per RSF. The Government shall pay the Lessor annual rent of \$84,185.96 for the additional square footage. \$20.02 per RSF for shell rent and \$6.71 per RSF for operating costs. Lessor shall provide, as part of the rental consideration, facilities, services, utilities, maintenance, and tenant improvements. Effective upon acceptance of the increased square footage, the total square footage for the lease shall be 13,500 RSF, yielding 11,739 USF, and the annual rent for Years 1 – 5 of the lease term shall be \$348,692.61. The annual rent for Years 6 – 10 of the lease term shall be \$380,807.07. The annual rent for Years 11 – 15 of the lease term shall be \$360,841.46. 2. The Lessor shall furnish the additional 3,150 RSF of space to the Government within 90 working days of receiving of the Government-issued notice to proceed with tenant improvements. In accordance with paragraph 3.17, Construction Schedule and Acceptance of Tenant Improvements, the Lessor shall prepare and provide to the Government, construction documents detailing the Tenant Improvements to be made within the additional 3,150 RSF with the construction documents for the initial 10,350 RSF. 3. Amount authorized for tenant improvements for the additional space shall not exceed \$65,072.61. Final Tenant Improvement (TI) amount shall be determined after receipt of Lessor's TI bids and shall be amortized into the lease at 7.00% for the remaining firm term of the lease at space acceptance. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR: Vaquillas Realty, Ltd. BY <u><i>[Signature]</i></u> (Signature) <u>Owner/Manager</u> (Title) IN PRESENCE OF <u>5810 San Bernardo Suite 490</u> <u>Laredo, Texas 78041</u> (Signature) (Address) UNITED STATES OF AMERICA BY <u><i>[Signature]</i></u> (Signature) CONTRACTING OFFICER (Signature) GENERAL SERVICES ADMINISTRATION 819 TAYLOR ST., FT. WORTH, TX 76102 (Official Title)		

4. Alterations will remain the property of the Lessor.

5. For purposes of the expansion space, the Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this Supplemental Lease Agreement. 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] percent 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 1 of this Supplemental Lease Agreement, 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 month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

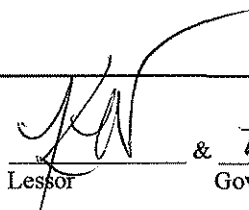
Adjusted First Month's Rental Payment of \$10,003.25 minus one half of the expansion Commission Credit [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Adjusted Second Month's Rental Payment of \$10,003.25 minus one half of the expansion Commission Credit [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

6. **75% Construction Documents:** After approval of the Design Development submission, the A/E shall provide the follow as a part of the 75 Percent Construction Documents submission. The submission shall be in accordance with provisions in PBS P-100, Facilities Standards for the Public Buildings Service, dated March, 2005 or latest version and all other applicable GSA standards.

- 6.1 Reflected ceiling plans.
- 6.2 Electrical power plans.
- 6.3 Raceways for data and telecommunication routing.
- 6.4 Interior elevations and details of millwork.
- 6.5 Material and finishes samples for flooring, walls, and ceilings.
- 6.6 Any issue requiring tenant input for resolution.
- 6.7 Wall sections for various partition types utilized.
- 6.8 Cost estimate.
- 6.9 Design calculations.

Initials:


Lessor

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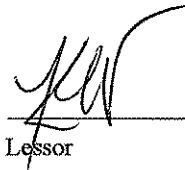

Government

7. **100% Construction Documents:** After approval of the 75% Construction Documents submission, the A/E shall provide the follow as a part of the 100 Percent Construction Documents submission. The submission shall be in accordance with provisions in PBS P-100, Facilities Standards for the Public Buildings Service, dated March, 2005 or latest version and all other applicable GSA standards.

- 7.1 Reflected ceiling plans.
- 7.2 Electrical power plans.
- 7.3 Raceways for data and telecommunication routing.
- 7.4 Interior elevations and details of millwork.
- 7.5 Material and finishes samples for flooring, walls, and ceilings.
- 7.6 Any issue requiring tenant input for resolution.
- 7.7 Wall sections for various partition types utilized.
- 7.8 Final cost estimate.
- 7.9 Final design calculations.
- 7.10 All documentation for successfully bidding and building the Core/Shell package.
- 7.11 Coordination certification statement signed by the A/E and all consultants.
- 7.12 Handicapped Accessibility Certification.

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

Initials:


Lessor

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Government