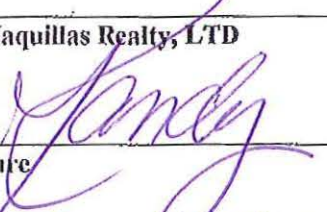
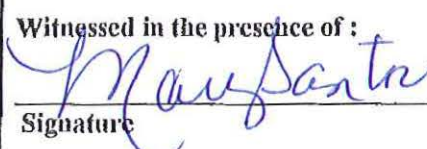
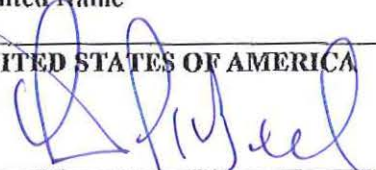


<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT NO 5	DATE <u>8.10.11</u>
		TO LEASE NO. GS-07B-16676
ADDRESS OF PREMISES: Walker Plaza 5810 San Bernardo Ave Laredo, TX 78041		
THIS AGREEMENT, made and entered into this date by and between. <b>Vaquillas Realty, LTD</b>  whose address is 5810 San Bernardo Ave, Suite 490 Laredo, Texas 78041-2918 hereinafter called the Lessor, and the <b>UNITED STATES OF AMERICA</b> , hereinafter called the Government:		
<b>WHEREAS</b> , the parties hereto agree to supplement the above Lease. <b>NOW THEREFORE</b> , these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on 7/19/2011 as follows:		
1.) To accepts the tenant improvements as substantially completed and; 2.) establish the Commencement Date of the lease rental payments; and 3.) establish the square footages of the leased space; and 4.) provide the annual rental amounts; and 5.) establish the Governments percentage of occupancy; and 6.) establish the reduction for vacant space; and 7.) to provide for the payment of the Tenant Improvements; and 8.) all other terms and conditions are in full force and effect.		
See Attached		
<b>IN WITNESS WHEREOF</b> , the parties subscribe their names as of the above date.		
<b>BY: Vaquillas Realty, LTD</b>		
 _____ Signature  Kathleen Walker _____ Printed Name	<u>Owner/manager</u> _____ Title	
Witnessed in the presence of :		
 _____ Signature  MARY SANTOS _____ Printed Name	<u>Walker Plaza</u> <u>5810 San Bernardo Ste 490</u> _____ (Address)  <u>Laredo, Texas 78041</u> _____ City, State, Zip	
<b>UNITED STATES OF AMERICA</b>		
 _____ Thomas Bell	_____ Contracting Officer (Official Title)	

Supplemental Lease Agreement #5  
LTX16676  
5810 San Bernardo Ave, Suite 490  
Laredo, Texas 78041-2918

1.) The tenant improvements have been substantially completed and the government accepts the leased space on July 19th, 2011. The Lessor and the Government agree that the requirements specifically identified in Exhibit "A" and Exhibit "B" of this lease have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 14 days of the Government's acceptance of the space for occupancy. Within 7 days of the completion date for the Lessor to cure the deficiencies in Exhibit "A" and Exhibit "B" of this lease, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.

2.) The commencement date of the rental shall be July 19, 2011 and shall expire on July 18, 2021.

3.) The office space square footage shall be 7,405 rentable square feet (RSF) yielding 6,543 ANSIBOMA Office Area (ABOA).

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

From July 19, 2011 and shall expire on July 18, 2016 the total annual rental shall be \$205,913.49 at the rate of \$17,159.46 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$106,076.63, annual Operating Costs of \$58,314.38 plus annual Operating Cost adjustments, and annual Tenant Improvement Amortization cost of \$41,522.48.

From July 19, 2016 through July 18, 2021 the total annual rent shall be \$164,391.01. The total annual rent consists of Shell Rent of \$106,076.63 and Operating Costs of \$58,314.38 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

5.) The percentage of occupancy for Tax Reimbursement purposes shall be: 10.55% (6,543 RSF /62,000 RSF ) and the new Base Year for taxes shall be the taxes in the year of 2010.

6.) The Government's adjustment of vacant space shall be a reduction of \$3.94/RSF .

7.) The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The total cost of the Tenant Improvements is \$602,517.96, as stated in SLA #4. The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

Any changes of the Construction Drawings which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

A portion of the Tenant Improvement costs, \$178,981.15, as stated in SLA #4, shall be amortized over the first five (5) year firm term of the lease agreement at an interest rate of six percent (6%) paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement cost is \$41,522.48 paid monthly in arrears in the amount of \$3,460.21 and shall be part of the total monthly rental payment.

The remaining balance of the total cost of the Tenant Improvements is \$423,536.81 [\$602,517.96 - \$178,981.00], as stated in SLA #4, and shall be paid by a lump-sum-payment upon the substantial completion and acceptance by the Government of the tenant improvements necessary to finish the interior of the leased space as depicted on the attached Exhibit "A" and Exhibit "B." All fees, permits and architectural plans are the responsibility of the Lessor and are included in the lump-sum-payment amount.

Gov't Initials

Lessor Initials:



To submit for payment of the lump-sum-payment, 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. The invoice shall reference the number PS0019499 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 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

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

General Services Administration  
ATTN: Kristen Jackson  
819 Taylor Street 5B  
Fort Worth, TX 76102

8.) All other terms and conditions of this lease shall remain in full force and effect.

Gov't Initials \_\_\_\_\_  
Lessor Initials: \_\_\_\_\_

