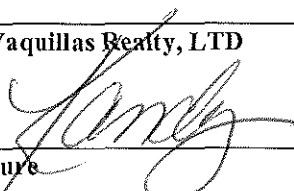
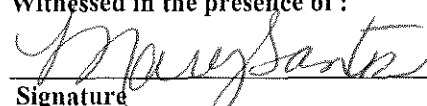
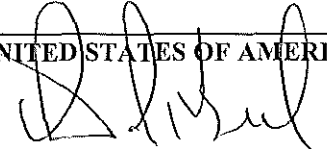


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 3	DATE <u>3.3-11</u>
ADDRESS OF PREMISES: Walker Plaza 5810 San Bernardo Ave Laredo, TX 78041		
THIS AGREEMENT, made and entered into this date by and between. Vaquillas Realty, LTD whose address is 5810 San Bernardo Ave, Suite 490 Laredo, Texas 78041-2918 hereinafter called the Lessor, and the UNITED STATES OF AMERICA , hereinafter called the Government: WHEREAS, the parties hereto agree to supplement the above Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on 2/28/2011 as follows: 1.) Description of the Tenant Improvements to be constructed; and 2.) To provide a Notice to proceed; and 3.) To provide for the payment of the Tenant Improvements; and 4.) All other terms and conditions are in full force and effect. <div style="text-align: center;">See Attached</div>		
IN WITNESS WHEREOF, the parties subscribe their names as of the above date.		
BY: Vaquillas Realty, LTD <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  _____ Signature </div> <div style="width: 45%;"> <u>Owner / Manager</u> _____ Title </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <u>KANDY WAIKER</u> _____ Printed Name </div> <div style="width: 45%;"></div> </div>		
Witnessed in the presence of : <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  _____ Signature </div> <div style="width: 45%;"> <u>5810 San Bernardo Suite 490</u> _____ (Address) </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <u>MARY SANTOS</u> _____ Printed Name </div> <div style="width: 45%;"> <u>Laredo, Texas 78041</u> _____ City, State, Zip </div> </div>		
UNITED STATES OF AMERICA <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  _____ Thomas Bell </div> <div style="width: 45%;"> <u>Contracting Officer</u> _____ (Official Title) </div> </div>		

Supplemental Lease Agreement #3

LTX16676

5810 San Bernardo Ave, Suite

Laredo, Texas 78041-2918

1.) The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements depicted and according to the Construction Drawing created by Redline Architecture, dated August 27, 2010 attached as Exhibit "A". The construction bid created by Zertuche Construction, LLC. dated January 4, 2011, is also attached as Exhibit "B". The Lessor remains responsible for the accuracy of the Construction Drawings as stated in the Solicitation for Offer under "Construction Schedule and Acceptance of Tenant Improvements, Review of Working/Construction Drawings. This Supplemental Lease Agreement does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings.

2.) Upon full execution of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with the Tenant Improvement construction. The anticipated date of completion and acceptance by the Government is on or before May 16, 2011.

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

The total cost of the Tenant Improvements is **\$508,301.73**. 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** 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 **\$329,320.58** [\$508,301.73 - \$178,981.15] 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." All fees, permits and architectural plans are the responsibility of the Lessor and are included in the lump-sum-payment amount.

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/Realty Specialist at the following address:

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

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent Supplemental Lease Agreement.

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

Gov't Initials
Lessor Initials:

