

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-07B-16841	DATE 7/20/11	PAGE 1 of 2
ADDRESS OF PREMISES 4500 N. 10 th STREET, SUITE 400, MCALLEN, TX 78504-2908			

THIS AGREEMENT, made and entered into this date by and between **UPTOWN PLAZA LTD**

whose address is 5221 N MCCOLL ROAD
MCALLEN, TX 78504-2202

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 increase the firm term to ten (10) years by removing the termination rights, increase the Tenant Improvement allowance, re-amortize the Tenant Improvement Allowance over ten (10) year firm term, and provide a Notice to Proceed for the Tenant Improvements based on the approved Design Intent Drawings.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon Government Execution:

1. Paragraph 6 "OTHER REQUIREMENTS" of PART 1 – SOLICITATION/DESCRIPTION OF REQUIREMENTS, B. STANDARD CONDITIONS AND REQUIREMENTS is hereby replaced in its entirety:


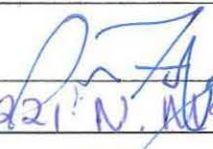

- Offerors should include **\$66,932.00 (\$25.77/ABOASF x 2,597) in Tenant Improvements.**
- Warehouse ceiling height shall be a minimum of 12'-0".
- Office ceiling height shall be a minimum of 8'-0" to a maximum of 9'-0".
- Laboratory ceiling height shall be 9'-0".
- 24 hour access is required.
- Space to be contiguous and all on ground level equal to street level.
- Perimeter and exterior security lighting of 2 foot candles required.
- No windows in the warehouse portion of the space.

2. Paragraph 3 of PART II – OFFER, B. TERM is hereby replaced in its entirety:

"3. To have and to hold, for a ten (10) year firm term beginning once the Government has accepted and occupies the space, established by Supplemental Lease Agreement with no termination rights."

(Continued on Page 2)

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

LESSOR	
SIGNATURE 	NAME OF SIGNER Alonzo Cantu
ADDRESS 5221 N MCCOLL ROAD, MCALLEN, TX 78504-2202	
IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Oscar Falcon
ADDRESS 5221 N. McColl Rd McAllen Tx 78504	
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER Jeffrey Navarro OFFICIAL TITLE OF SIGNER Lease Contracting Officer

3. Paragraph 4.a of PART II – OFFER, C. RENTAL is hereby replaced in its entirety:

"4.a. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

b. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the aggregate lease value of this lease valued at \$557,058.84. 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 SFO Paragraph entitled "Broker Commission and Commission Credit", the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction. The Commission Credit is [REDACTED] and shall be taken beginning with the first full month rent, reduced in equal installments until fully recaptured."

4. Paragraph 5 of PART II – OFFER, C. RENTAL is hereby replaced in its entirety:

AMOUNT OF ANNUAL RENT
\$75,573.55 (years 1 – 5)
\$76,923.99 (years 6 – 10)

5. Paragraph 6 of PART II – OFFER, C. RENTAL is hereby replaced in its entirety:

RATE PER MONTH
\$6,297.80 (years 1 – 5)
\$6,410.33 (years 6 – 10)

6. Paragraph 4 of PART III – AWARD, is hereby added and made a part of the Lease:



"4. The attached Design Intent Drawings dated 2-22-11 (5 pages) are approved by the Contracting Officer and made part of this Lease."

7. Paragraph 5 of PART III – AWARD, is hereby added and made a part of the Lease:

"5. This SLA provides for a Limited Notice to Proceed for Tenant Improvements in the amount of \$66,932.00. The amount is based on the negotiated TI costs dated 6-24-2011 by Cantu Construction. Any Change Orders must be approved in writing by the Contracting Officer before the work starts, otherwise they are not reimbursable.

The rental rate in paragraph 3 of PART II – OFFER, B. TERM of this SLA includes the Tenant Improvement Costs amortized over the 10-year firm term period of the lease contract at an interest rate (amortization rate) of 5%, using end of month payments."

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

INITIALS:  LESSOR  GOV'T