

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT NO.

SLANo 40

DATE

*4/18/12 D.S.
4/16/12 3:30 PM*

TO LEASE NO.

GS-07B-16484

ADDRESS OF PREMISES

1101 E. Hackberry Ave.
McAllen, TX 78501

THIS AGREEMENT, made and entered into this date by and between **WSSA McAllen, LLC** (Former Lessor), and **McAllen GSA, LLC** (Lessor),

whose address is **500 West Monroe Street, Suite 3850
Chicago, IL 60661-3798**

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 January 31, 2012, as follows:

1. McAllen GSA, LLC, Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-16484 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after January 31, 2012. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-16484 against Former Lessor and ratifies and confirms all actions heretofore taken by Former Lessor with respect to the contract with the same force and effect as if the actions had been taken by Lessor. Nothing contained herein shall be construed as releasing the Former Lessor from the Former Lessor's obligations under the terms of the lease.
2. The Government agrees to accept the furnishings of the aforesaid premises in accordance with the terms, provisions, and conditions of said lease, as amended, reserving however, all the Government's rights against Lessor and Former Lessor.
3. McAllen GSA, LLC, Lessor, waives all rights to payments under subject lease as against the Government arising prior to January 31, 2012.
4. Rent checks shall be made payable to: **McAllen GSA, LLC
c/o Titanium Real Estate Advisors
500 West Monroe, Suite 3850
Chicago, IL 60661**
5. McAllen GSA, LLC, Lessor, agrees to be added to ACH Vendor Enrollment per the Debt Collection Improvement Act, which became effective July 27, 1996, and further agrees to complete Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment, and return it along with this agreement.
6. McAllen GSA, LLC, Lessor, agrees to complete and return the GSA Form 3518, Representations and Certifications, which will be attached and made a part of this agreement.

(Continued on Page 2 attached hereto and made a part of SLANo 40 to Lease GS-07B-16484)

INITIAL	
GOVERNMENT <i>D.S.</i>	LESSOR <i>AJ</i>

- 7. McAllen GSA, LLC, Lessor, agrees to register in Dun & Bradstreet, Data Universal Numbering System (DUNS). McAllen GSA, LLC, Lessor, also agrees to register in the Central Contractor Registration (CCR) database and update registration annually to maintain an active CCR status through final payment of this lease.
- 8. WSSA McAllen, LLC, (Former Lessor), confirms the transfer and waives any claims and rights against the Government that it now has or may have in the future in connection with the lease, GS-07B-16484, after January 30, 2012.
- 9. Notwithstanding the foregoing, all payments heretofore made by the Government to the Former Lessor and all other actions hereto taken by the Government pursuant to its obligations under the contract shall be deemed to have discharged the Government's obligations under the contract to the extent of the amounts so paid or reimbursed or such actions taken. The actual change of ownership took place on Jan. 31, 2012 and the rent payments from that date to the current date were paid to former lessor and both lessor and former lessor waive rental claims stemming from those payments.
- 10. McAllen GSA, LLC, (Lessor) agrees to indemnify and then save harmless the United States of America from and against any actions, loss, claims, or damages the United States of America may suffer or sustain by reason of the United States of America making payment under the Lease to McAllen GSA, LLC.

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

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Former Lessor

BY: _____
Signature

Troy Farah, Manager
(Printed Name and Title)

IN PRESENCE OF _____
BY: _____
Signature

Scott O. Sutherland
(Printed Name and Title)

Lessor: McAllen GSA, LLC

By _____
Signature

Amanda Jacobson, Vice Pr
(Printed Name and Title)

IN PRESENCE OF _____
BY: _____
Signature

Casey Wendeln, V.P.
(Printed Name and Title)

UNITED STATES OF AMERICA

BY: _____
Signature

Contracting Officer
General Services Administration
819 Taylor Street
Fort Worth, TX 76102

Official Title