

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. LTX16991
ADDRESS OF PREMISES 3004 N. McCOLL ROAD McALLEN, TX 78501	PDN Number: N/A

THIS AMENDMENT is made and entered into between WHITE SUMMIT INVESTMENTS, LLC

whose address is: 1000 E. ESPERANZA
McALLEN, TX 78501

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 reflect acceptance of the space for occupancy, to establish the commence and expiration dates of the Lease, to amend the rent to reflect the revised annual amount based on the total cost of the Tenant Improvements and to commence the revised broker commission credit.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective June 25, 2013 as follows:

A. Lease LTX16991 "LEASE TERM" is replaced in its entirety with the following:

"LEASE TERM

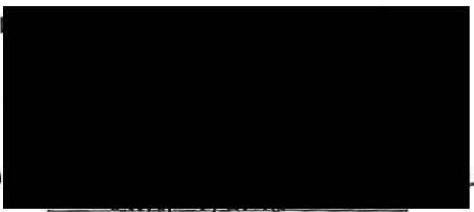
TO HAVE AND TO HOLD 8,295 rentable square feet of space (7,994 ANSI/BOMA Office Area), for a term beginning April 16, 2013; TO HAVE AND TO HOLD 6,689 rentable square feet of space (6,446 ANSI/BOMA Office Area), for a term beginning June 7, 2013; TO HAVE AND TO HOLD 5,217 rentable square feet of space (5,027 ANSI/BOMA Office Area), for a term beginning June 25, 2013 subject to termination and renewal rights as may hereinafter be set forth in Section 1.05. The total rentable square footage leased is established as 20,201 (19,467 ANSI/BOMA Office Area). Pursuant to paragraph 12 of the GSA Form 3517, General Clauses, the *composite date* to be recognized as the commencement date of the lease is May 22, 2013 and continuing for a term through 15 years, expiring May 21, 2028, unless earlier terminated by the Government as described in Paragraph D below. The composite date was established by computing the total rent due for each section of space accepted until completion of the entire space (June 25, 2013) and dividing that amount by the daily rental rate for the total leased premises to determine the number of days to be subtracted from the entire space completion date. The composite date of May 22, 2013 shall also be considered in the determination of the incremental rate adjustments."

Continued on page 2

This Lease Amendment contains 3 pages.

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 below date.

FOR THE



Signature:
Name:
Title:
Entity Name:
Date:

FOR THE GOVERNMENT



Signature: _____
Name: D. [Redacted]
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 7-9-13

WITNESSED FOR THE LESSOR BY:



Signature: _____
Name: _____
Title: Office Manager
Date: July 9, 2013

B. Paragraph A of Section 1.03 RENT AND OTHER CONSIDERATION shall be deleted and replaced with the following:

"A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

FIRM TERM 5/22/2013 - 5/21/2023	
Annual Rent	
Shell Rent	\$460,582.80
Tenant Improvements rent ¹	\$90,479.26 ³
Operating Costs	\$104,237.16
Building Specific Security ²	\$5,858.29 ³
Total Annual Rent	\$661,157.51

¹The Tenant Improvements of \$664,031.00 are amortized at a rate of 6.5 percent per annum over 10 years.

²Building Specific Security Costs of \$42,779.00 are amortized at a rate of 6.5 percent per annum over 10 years.

³Rates may be rounded.

NON-FIRM TERM 5/22/2023 - 5/21/2028	
Annual Rent	
Shell Rent	\$484,824.00
Tenant Improvements rent ¹	\$0.00
Operating Costs	\$104,237.16
Building Specific Security ²	\$0.00
Total Annual Rent	\$589,061.16

¹N/A for Non-firm Term.

²N/A for Non-firm Term."

C. Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT shall be deleted and replaced with the following:

"STUDLEY, INC. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, which is [REDACTED] of the Commission, will be payable to STUDLEY, INC. with the remaining [REDACTED] which is [REDACTED] of the Commission and is the "Commission Credit", will be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$55,096.46 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$55,096.46 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment \$55,096.46 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

Month 4 Rental Payment \$55,096.46 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.

INITIALS: _____ LESSOR

&

GOVT

D. Section 1.05 TERMINATION RIGHT shall be deleted and replaced with the following:

"The Government may terminate this Lease, in whole or in part, at any time after May 21, 2023 by giving ninety (90) days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination."

E. Section 1.08 TENANT IMPROVEMENT ALLOWANCE shall be deleted and replaced with the following:

"The cost of the Tenant Improvements has been established as \$664,031.00. This amount has been amortized in the rent over the firm term of this Lease at an interest rate of 6.50% per year."

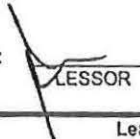

F. Section 1.12 OPERATING COST BASE shall be deleted and replaced with the following:

"The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$104,237.16 per annum and shall be increased in accordance with CPI adjustments."

G. USE OF THE GSA FORM 276, SUPPLEMENTAL LEASE AGREEMENT (SLA) HAS BEEN DISCONTINUED. ALL REFRENCES IN THE LEASE TO "GSA FORM 276" OR "SUPPLEMENTAL LEASE AGREEMENT" SHALL BE CONSTRUED TO MEAN "LEASE AMENDMENT."

End of Lease Amendment No. 2

INITIALS:

 LESSOR &  GOVT