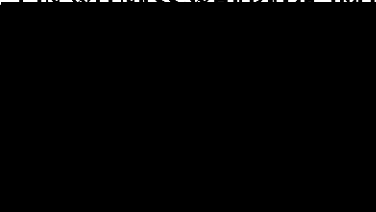




<p><b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE</p> <p><b>SUPPLEMENTAL LEASE AGREEMENT</b></p>	<p>SUPPLEMENTAL AGREEMENT NO 1</p>	<p>DATE <u>25</u> <u>1-31-2011</u> Roll</p>
<p>TO LEASE NO. <b>GSB-07B-16638</b></p>		
<p>ADDRESS OF PREMISES: <u>1121 E Austin Ave</u> <u>Harlingen, TX 78550-5037</u></p>		
<p>THIS AGREEMENT, made and entered into this date by and between ES &amp; L, LLC whose address is: 1474 W. Price Road, Suite #7 Brownsville, TX 78520</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto agree to supplement the above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:</p> <ol style="list-style-type: none"> <li>1.) To increase the amount of area leased by the Government; and</li> <li>2.) To change the rental payment schedule; and</li> <li>3.) To increase the percentage of occupancy; and</li> <li>4.) To change the Common Area Factor; and</li> <li>5.) To address the Unauthorized Tenant Improvement stipulation; and</li> <li>6.) To change the Tenant Improvement Allowance; and</li> <li>7.) To change the Operating Base Rate; and</li> <li>8.) To correct the address of the premise; and</li> <li>9.) All other terms and conditions shall remain in full force and effect.</li> </ol> <p style="text-align: center;">See Attached</p> <p>IN WITNESS WHEREOF, the parties subscribe their names as of the above date.</p>		
<p></p>	<p><u>member</u></p>	<p>Title</p>
<p><u>Nick Soto, SA</u></p>	<p>Printed Name</p>	
<p>Witnessed in the presence of:</p>		
<p></p>	<p><u>1474 W. Price Rd. #7</u></p> <p>(Address)</p>	
<p><u>Recio R. Trevino</u></p>	<p><u>Brownsville, Tx 78520</u></p> <p>City, State, Zip</p>	
<p></p>	<p>Contracting Officer (Official Title)</p>	

Supplemental Lease Agreement #1  
1121 E. Austin  
Harlingen, TX 78505

1.) The Lessor and Government have agreed to increase the amount of leased area by 388 Rentable Square Feet (RSF) yielding 388 ANSI/BOMA Officer Area (ABOA) herein defined as the "Expansion Area." The total square footages of the leased premise shall change from 5,510 RSF and 4,791 ABOA to 5,898 RSF and 5,898 ABOA. The specific leased area the Government will acquire from the Lessor is depicted and outlined on the attached Floor plan labeled Exhibit "A."

2.) The new Rental amounts shall be as follows:

For years 1 through 3 the total annual rental shall be \$231,319.56 [5,898 RSF X \$39.22/RSF] at the rate of \$19,276.63 paid monthly in arrears. The total annual rent consists of Shell Rent of \$111,295.26 [5,898 RSF X \$18.87/RSF], annual Operating Costs of \$42,170.70 [5,898 X \$7.15/RSF] plus annual CPI adjustments as stated in the Solicitation for Offer, Building Specific Amortized Capital of \$28,900.20 [5,898 X \$4.90/RSF], and Tenant Improvement Amortized cost \$48,953.40 [5,898 X \$8.30/RSF].

For years 4 through 5 the total annual rental shall be \$233,442.84 [5,898 RSF X \$39.58/RSF] at the rate of \$19,453.57 paid monthly in arrears. The total annual rent consists of Shell Rent of \$113,418.54 [5,898 RSF X \$19.23/RSF], annual Operating Costs of \$42,170.70 [5898 X \$7.15/RSF] plus annual CPI adjustments as stated in the Solicitation for Offer, Building Specific Amortized Capital of \$28,900.20 [5,898 X \$4.90/RSF], and Tenant Improvement Amortized cost \$48,953.40 [5,898 X \$8.30/RSF].

For years 6 through 8 the total annual rental shall be \$155,589.24 [5,898 RSF X \$26.38/RSF] at the rate of \$12,965.77 paid monthly in arrears. The total annual rent consists of Shell Rent of \$113,418.54 [5,898 RSF X \$19.23/RSF], annual Operating Costs of \$42,170.70 [5898 X \$7.15/RSF] plus annual CPI adjustments as stated in the Solicitation for Offer.

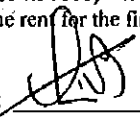

For years 9 through 10 the total annual rental shall be \$157,299.66 [5,898 RSF X \$26.67/RSF] at the rate of \$13,108.31 paid monthly in arrears. The total annual rent consists of Shell Rent of \$115,128.96 [5,898 RSF X \$19.52/RSF], annual Operating Costs of \$42,170.70 [5898 X \$7.15/RSF] plus annual CPI adjustments as stated in the Solicitation for Offer.

3.) The percentage of occupancy for Real Estate Tax purposes is changed from 88.71% to 100% [5898/5898 X 100].

4.) The Common Area Factor shall change from 1.14 to 1.0 [5989/5898]

5.) **Unauthorized Tenant Improvements:** All questions pertaining to this Lease shall be referred, in writing, to the Contracting Officer of the General Services Administration (GSA) or his/her designee. The Government's occupant of the leased premise is not authorized to administer this lease or make commitments to the Lessor that are not followed-up with a written agreement to the Lease. GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other cost authorized, in writing, by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to; repairs, changes in scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. If Lessor delivers space with Tenant Improvements not authorized, in writing, by the GSA Contracting Officer, then the Lessor shall not be entitled to compensation or payment if the Tenant Improvements remain in place after the Government's acceptance of the space.

6.) **Tenant Improvement Allowance:** In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, the Tenant Improvement Allowance for the Expansion Area is \$203,533.38 (5898 ABOA x \$34.50888) and the Building Specific Amortized Capital (BSAC) in the amount of \$120,156.00 shall be amortized through the rent for the first five (5) years at an interest rate of 7.5%.

Gov't   
Lessor 


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 Drawings developed. 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.

It is agreed to by the parties that the total Tenant Improvement Cost is \$1,005,194.00 and the total Building Specific Amortized Capital (BSAC) is \$120,156.00 and combined are equal to \$1,125,350.00. The Lessor shall amortize the BSAC of \$120,156.00 and the Tenant Improvement Allowance of \$203,533.38 for a total five (5) year monthly amortized amount of \$323,689.38 at an interest rate of 7.5%. The remaining balance of the total Tenant Improvement cost and the BSAC cost is \$681,504.62 and this sum shall be paid to the Lessor in a Lump-Sum Payment upon completion and acceptance of the premise.

7.) The Operating Costs are subject to an annual operating cost adjustment. The Base Operating Rate shall be changed from \$8.15 per RSF to \$7.15 per RSF.

8.) The address of the leased premise shall be changed from 1121 Austin, Harlingen, TX 75505 to 1121 Austin Ave, Harlingen, TX 75550-5037.

9.) All other terms and conditions shall remain in full force and effect.

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Lessor 