



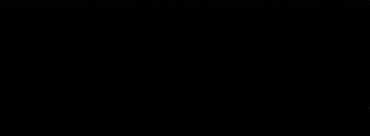


<p style="text-align: center;">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p style="text-align: center;"><b>SUPPLEMENTAL LEASE AGREEMENT</b></p>	<p>SUPPLEMENTAL AGREEMENT NO. 2</p>	<p>DATE 9/13/12</p>
<p>TO LEASE NO. GS-07B-17016</p>		
<p>ADDRESS OF PREMISES: 216 West Village Blvd., 2<sup>nd</sup> Floor, Suite # 205, Laredo, Texas 78041-2317</p>		
<p>THIS AGREEMENT, made and entered into this date by and between DISA PROPERTIES, L.P. whose address is 216 West Village Blvd., Suite # 302, Laredo, TX 78041-2322 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 upon execution by both parties, as follows:</p> <ol style="list-style-type: none"> <li>1.) Description of the Tenant Improvements to be constructed; and</li> <li>2.) To provide a Notice to Proceed; and</li> <li>3.) To provide for the payment of the Tenant Improvements; and</li> <li>4.) All other terms and conditions are 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>BY: DISA Properties, L.P. </p>	<p style="text-align: center;">MANG. PARTNER Title</p>	
<p>EDUARDO SALIDO, JR. Printed Name</p>		
<p></p>	<p></p>	
<p>Norma Ramos Printed Name</p>	<p></p>	
<p></p>	<p>General Services Administration 819 Taylor St., Room 5A18 Fort Worth, TX 76102 Contracting Officer (Official Title)</p>	

Supplemental Lease Agreement # 2  
GS-07B-17016  
216 West Village Blvd., 2<sup>nd</sup> Floor, Suite #205  
Laredo, Texas 78041-2317

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 Drawings created by Redline Architecture, dated May 30, 2012, consisting of architectural, mechanical, electrical, and plumbing design, for 216 West Village Blvd., 2<sup>nd</sup> Floor, Suite #205, Laredo, TX 78041-2317 and in accordance with the Tenant Improvement Cost Summary attached hereto as Exhibit A.

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 when compared to the Government approved Design Intent 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 and delivery of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with the construction of the Tenant Improvements. The anticipated date of the completion of the Tenant Improvements and BSAC and acceptance by the Government is on or before November 30, 2012.

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

The Government and the Lessor have agreed that the total cost of the Improvements is \$577,386.84. The Tenant Improvement allowance portion of the cost is \$120,777.60. The Building Specific Amortized Security (BSAC) portion of the cost is \$79,246.60. 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.

A portion of the total Tenant Improvement costs, \$120,777.60, (Tenant Improvement Allowance), shall be amortized over the first five (5) year firm term of the lease agreement at an interest rate of seven and a half percent (7.5%) paid monthly in arrears. Additionally, the Government will pay by lump-sum the Building Specific Amortized Capital (BSAC) amount of \$79,246.60.

The remaining balance of the total \$377,362.64 [ $\$577,386.84 - \$120,777.60 - \$79,246.60 = \$377,362.64$ ] shall be paid by lump-sum, upon the substantial completion and acceptance by the Government of the Tenant Improvements and BSAC. The annual cost of the amortized portion of the Tenant Improvement cost is \$29,039.14 paid monthly in arrears in the amount of \$2,419.93 and shall be part of the total monthly rental payment.

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.

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 PS0024515** 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.

Gov't Initials W

Lessor Initials BS

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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: Don Day  
819 Taylor Street 5A18  
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 W  
Lessor Initials EL