

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL AGREEMENT NO. 2	DATE 9/3/09
ADDRESS OF PREMISES 114 West Broadway Del Rio, Texas 78840		TO LEASE NO. GS-07B-16355	

This agreement, made and entered into this date by and between Flat Creek Development, LLP whose address is:

204 Stubbs Street
Edinburg, Texas 78539

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 upon full execution of the agreement, by both parties, as follows:

Paragraph 1 of the lease shall be deleted in its entirety and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises: A facility to be constructed at Broadway Street and Griner Street in Val Verde County, Del Rio, Texas. The facility will consist of approximately 10,879 rentable square feet, which shall yield 9,460 usable square feet of office and related space, along with 37 parking spaces in a paved/lighted parking area to be used for such purposes as determined by General Services Administration. The space shall be occupied by [REDACTED] in two separated suites. [REDACTED] shall occupy 6,624 rentable square feet, which shall yield 5,760 usable square feet and CBP shall occupy 4,255 rentable square feet, which shall yield 3,700 usable square feet. On site secured parking for 22 vehicles is required for employee parking. Twelve (12) spaces shall be identified for [REDACTED] and ten (10) shall be identified for [REDACTED]. The employee parking spaces shall be located in the rear of the building with a control gate access from Garfield Avenue. Lessor shall also provide 15 visitor surface parking spaces. This lease will be amended with a Supplemental Lease Agreement to establish the actual square footage of the building, the square footage of each agency and the exact annual rental amount and the start date of the lease."

Paragraph 2 of the lease shall be deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning within 365 calendar days from the Notice to Proceed for a period of ten years (10) years, subject to termination rights as may be hereinafter set forth."

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.

LESSOR: FLAT CREEK DEVELOPMENT, LLP

BY [Signature] (Signature) MICHAEL J. PLISOWSKI PARTNER

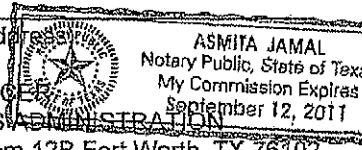
IN PRESENCE OF [Signature] (Signature) [REDACTED]

UNITED STATES OF AMERICA

BY [Signature] (Signature)

(Address)

CONTRACTING OFFICE
GENERAL SERVICES ADMINISTRATION
819 Taylor Street, Room 12B Fort Worth, TX 76102
(Official Title)



Sheet 2
SLA No. 2 to Lease GS-07B-16355
Del Rio, Texas

Paragraph 3 of the lease shall be deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

TERM	RATE PER RSF	MONTHLY RENT	ANNUAL RENT
Months 1 - 120	\$53.473683	\$48,478.35	\$581,740.20

The cost of the thirty-seven (37) on-site parking spaces has been included in the annual rental rate.

The rental structure is as follows:

Term	Shell Rent Annual	BSAC Annual	Operating Expenses Annual	Tenant Improvements Annual
Months 1 - 120	\$40.95	\$2.59	\$5.62	\$4.31

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 5TX0205. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Flat Creek Development, LLP
204 Stubbs Street
Edinburg, Texas 78539"

Paragraph 5.A. of the Lease shall be deleted in its entirety and replaced with the following:

"5.A. Such facilities, utilities, service, maintenance and tenant improvements shall be provided within 365 calendar days of receipt of the Notice to Proceed and in accordance with the terms of the attached Solicitation for Offers (SFO) 5TX0205 dated June 2006."

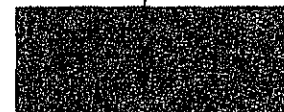
Paragraph 5.B. of the Lease shall be deleted in its entirety and replaced with the following:

"5.B. Thirty-seven (37) parking spaces, including handicap parking spaces, shall be provided on a paved and lighted parking lot as part of the rental consideration. On site secured parking for 22 vehicles is required for employee parking. Twelve (12) spaces shall be identified for [REDACTED] and ten (10) shall be identified for [REDACTED]. The employee parking spaces shall be located in the rear of the building with a control gate access from Garfield Avenue. Lessor shall also provide 15 visitor surface parking spaces."

Paragraph 5.C. of the Lease shall be deleted in its entirety and replaced with the following:

"5.C. Services, utilities and maintenance shall be provided daily extending from 7:00 a.m. to 5:00 p.m. except Saturdays, Sundays and Federal holidays."

Lessor
[Signature]
Davit
ulm



Paragraph 8 of the Lease shall be deleted in its entirety and replaced with the following:

"8. In accordance with Paragraph 1.13, Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) [REDACTED] when the Lease is awarded and (ii) [REDACTED] upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 1.13, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced 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. Studley acknowledges receipt of [REDACTED] towards the commission due of [REDACTED]."

Paragraph 9 of the Lease shall be deleted in its entirety and replaced with Paragraph 11 in Supplemental Lease Agreement No. 1 dated January 30, 2009.

Paragraph 10 of the Supplemental Lease Agreement No. 1 dated January 30, 2009, shall be deleted in its entirety without substitution.

Paragraph 13 of the Supplemental Lease Agreement No. 1 dated January 30, 2009, shall be deleted in its entirety and replaced with the following:

"13. The lump sum payment shall be \$907,812.98 for items exceeding the Tenant Improvement Allowance. The following new additions are included in the lump sum payment:

- Sidewalk:
- Two bullet resistant door assemblies:
- Bullet resistant wall assemblies:
- Additional Electrical / HVAC:

SUB TOTAL:
Plus 13.45070423% Lessor PM Fee

- Upgrade 2 Level 2 doors to Level 8
- Upgrade entry door to Level 8

SUB TOTAL:
Includes all fees and overhead

TOTAL: \$66,507.50

The BR windows have been eliminated from this project. CBP has also elected to buy down their customization allowance in the amount of \$21,280.48 which is included in the lump sum amount. Lump sum payment shall be made within 30 calendar days of receipt of invoice."

Paragraph 14 of the Supplemental Lease Agreement No. 1 dated January 30, 2009, shall be deleted in its entirety without substitution.

Sections 11.0 SPECIAL REQUIREMENTS, 12.0 SPECIAL REQUIREMENTS, 13.0 [REDACTED] SPECIAL REQUIREMENTS: DIAGRAMS of the Lease shall be deleted in their entirety and replaced with the attached:

Section 11.0 [REDACTED] Del Rio, Texas, RESIDENT AGENCY
PART I - SPECIFIC REQUIREMENTS. Building and Special Requirements

Section 12.0 ROOM/FUNCTIONS

Lessor / Govt
[Signature]



Section 13.0 [REDACTED] -- Design and Construction Requirements and Security Design Criteria

Paragraph 16 of Supplemental Lease Agreement No. 1 dated January 30, 2009, shall be deleted in its entirety and replaced with the following:

"16. In order to receive payment, the Lessor should create and include a unique invoice number on the invoice submitted for payment. The invoice should be the Lessor's name and lease number cited exactly how it is stated on the Lease contract. The invoice should include the PDN number PS0015240. Lessor should submit invoices electronically on the GSA Finance Website at www.finance.gsa.gov (instructions for submitting invoices are found on the website). If Lessor is unable to process the invoices electronically, the Lessor may mail the invoices to the following address:

GSA Greater Southwest Finance Center
P.O. Box 17181
Ft. Worth, Texas 76102"

The following paragraph is ADDED to the lease:

"17. The Lessor for this Lease No. GS-07B-16355 is confirmed to be Flat Creek Development, LLP. Any reference to FCS-12 Del Rio, a Texas Limited Liability Partnership as shown in Supplemental Lease Agreement No. 1 dated January 30, 2009, shall not be considered the Lessor of record."

END OF SUPPLEMENTAL LEASE AGREEMENT No. 2

Lessor Book
Jm/ulm

