

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO.

3

TO LEASE NO.

GS-07B-16841

DATE

2/28/12

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ADDRESS OF PREMISES

4500 N. 10th STREET, SUITE 400, MCALLEN, TX 78504-2908**THIS AGREEMENT**, made and entered into this date by and between **UPTOWN PLAZA LTD**whose address is 5221 N MCCOLL ROAD
MCALLEN, TX 78504-2202hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:**WHEREAS**, the parties hereto desire to amend the above Lease to increase the operating expenses for heating, cooling, and servicing the additional mechanical unit for the warehouse portion of the leased space.**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 1, 2012 as follows:**1. Paragraph 4.a of PART II – OFFER, C. RENTAL is hereby replaced in its entirety:**

"4a. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

b. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the aggregate lease value of this lease valued at \$557,058.84. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with SFO Paragraph entitled "Broker Commission and Commission Credit", the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction. The Commission Credit is [REDACTED] and shall be taken beginning with the first full month rent, reduced in equal installments until fully recaptured."

2. Paragraph 5 of PART II – OFFER, C. RENTAL is hereby replaced in its entirety:

AMOUNT OF ANNUAL RENT

\$75,573.55 (from September 1, 2011 to December 31, 2011 for the 1st 4 months)

\$79,970.66 (from January 1, 2012 to August 31, 2016 for the remainder of years 1 – 5)

\$81,321.10 (from September 1, 2016 to August 31, 2021 for years 6 – 10)

3. Paragraph 6 of PART II – OFFER, C. RENTAL is hereby replaced in its entirety:

RATE PER MONTH

\$6,297.80 (from September 1, 2011 to December 31, 2011 for the 1st 4 months)

\$6,664.22 (from January 1, 2012 to August 31, 2016 for the remainder of years 1 – 5)

\$6,776.76 (from September 1, 2016 to August 31, 2021 for years 6 – 10)

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

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.**LESSOR**

SIGNATURE

NAME OF SIGNER

Alonzo Cantu

ADDRESS

5221 N MCCOLL ROAD, MCALLEN, TX 78504-2202

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

Oscar Falcon

ADDRESS

5221 N. McColl Road McAllen, Tx 78504-2202

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

Jeffrey Navarro

OFFICIAL TITLE OF SIGNER

Lease Contracting Officer