

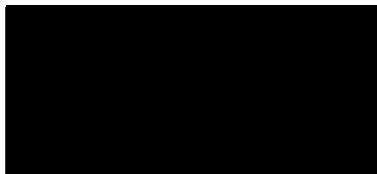
<p style="text-align: center;">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p style="text-align: center;">SUPPLEMENTAL LEASE AGREEMENT</p>	<p>SUPPLEMENTAL AGREEMENT NO. 02</p>	<p>DATE 9-22-11</p>
<p>ADDRESS OF PREMISES</p> <p style="text-align: center;">1121 E. Austin Ave. Harlingen, TX 78550-5037</p>		<p>TO LEASE NO. GS-07B-16638</p>
<p>THIS AGREEMENT, made and entered into this date by and between E S & L, LLC., (Former Lessor), and FCS-3 Harlingen, LP a Texas limited partnership, (Lessor).</p>		
<p>whose address is 5826 New Territory Blvd., Suite 315 Sugar Land, TX 77479-5948</p>		
<p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:</p>		
<p>WHEREAS, the parties hereto desire to amend the above Lease.</p>		
<p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>August 29, 2011</u>, as follows:</p>		
<ol style="list-style-type: none"> 1. FCS-3 Harlingen, LP, Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-16638 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after August 29, 2011. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-16638 against Former Lessor and ratifies and confirms all actions heretofore taken by Former Lessor with respect to the contract with the same force and effect as if the actions had been taken by Lessor. Nothing contained herein shall be construed as releasing the Former Lessor from the Former Lessor's obligations under the terms of the lease. 2. The Government agrees to accept the furnishing of the aforesaid premises in accordance with the terms, provisions, and conditions of said lease, as amended reserving however, all the Government's rights against Lessor and Former Lessor. 3. FCS-3 Harlingen, LP, Lessor waives all rights to payments under subject lease as against the Government arising prior to August 29, 2011 4. E S & L, LLC., former Lessor, confirms the transfer and waives any claims and rights against the Government that it now has or may have in the future in connection with this lease after August 29, 2011. 5. The Lessor also agrees to be added to ACH Vendor Enrollment per Debt Collection Improvement Act, which became effective July 27, 1996. 6. Notwithstanding the foregoing, all payments heretofore made by the Government to the Former Lessor and all other actions heretofore taken by the Government pursuant to its obligations under the contract shall be deemed to have discharged the Government's obligations under the contract to the extent of the amounts so paid or reimbursed or such actions taken. The actual change of ownership took place on August 29, 2011 and the rent payments from that date to the current date were paid to former lessor and both lessor and former lessor waive rental claims stemming from those payments. 		
<p>All other terms and conditions of the lease shall remain in force and effect.</p>		
<p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
<p> </p>		

Supplement Lease Agreement No. 02 attached to and made a part of Lease GS-07B-16638.

- 7. FCS-3 AHarlingen, LP, (Lessor) agrees to indemnify and then save harmless the United States of America from and against any actions, loss, claims, or damages the United States of America may suffer or sustain by reason of the United States of America making payment under the Lease to The Richland State Bank.
- 8. The new owner of GS-07B-16638 is required to complete the GSA form 3518 enclosed and return it with the Supplemental Lease Agreement which will be made part of the lease.
- 9. PAYEE ADDRESS:
FCS-3 Harlingen, LP
5826 New Territory Blvd., Suite 315
Sugar Land, TX 77479-5948

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.



 HINGEN, LP

 (Title)

PARTNER

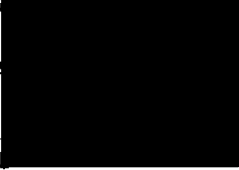
 (Title)

IN PRESENCE OF
 BY: 

 Signature

Manager (Paid Plus)

 (Title)

Former Le _____ LC
 BY: 

 Signature

member

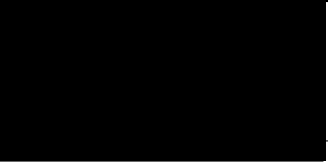
 (Title)

IN PRESENCE OF
 BY: 

 Signature

Admin. Manager

 (Title)

UNITED STATES OF AMERICA
 BY: 

 Signature

Contracting Officer
 General Services Administration
 819 Taylor Street
 Fort Worth, TX 76102-6105