

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

TO LEASE NO. LTX16991

ADDRESS OF PREMISES

3004 N. McCOLL ROAD
McALLEN, TEXAS 78501

THIS AGREEMENT, made and entered into this date by and between

WHITE SUMMIT INVESTMENTS, LLC

whose address is

1000 E. ESPERANZA
McALLEN, TEXAS 78501

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter 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 execution by the Government as follows:

1. This Lease Amendment is your Notice to Proceed to furnish and install tenant improvements as required and outlined in RLP No. 9TX2644. The Lessor and the Government acknowledge the Government currently occupies the Premises located at 3004 N. McColl Road and the construction of the tenant improvements shall be completed in phases. The Notice to Proceed date shall be established once the Government has removed existing furniture and equipment from the phase I construction area. The Lease shall be amended to memorialize the actual Notice to Proceed date.

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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 below date.

FOR

Signature: _____
Name: _____
Title: _____
Entity: _____
Date: _____

FOR THE

Signature: _____
Name: Thomas Abraham
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 10/18/12

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Wendy Montalvo
Title: Office Manager
Date: October 17, 2012

2. The total cost for the tenant improvements is \$664,031.00. A total tenant improvement allowance of \$671,806.17 has been amortized into the rent at 6.5% for 120 months. The Government and Lessor acknowledge a credit due of \$7,775.17. In accordance with the Tenant Improvement Rental Adjustment section of the Lease, the Government may return any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the agreed-upon amortization rate over the firm term. Upon completion of the work and prior to acceptance, the Government shall reconcile the final approved cost of the improvements together with any Government approved change orders and determine the decrease in rent, if any. The final accounting of the tenant improvements shall be memorialized in the commencement Lease Amendment. The Lessor hereby waives restoration as a result of all improvements.

3. On page 1 of the Lease, the word "[ADDRESS]" shall be replaced with "1000 E. Esperanza, McAllen, Texas 78501" in order to confirm the Lessor's principal place of business address.

4. Use of the GSA Form 276, Supplemental Lease Agreement (SLA) has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."

5. All other terms and conditions remain in full force and effect.