

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 3	DATE <u>3/22/12</u>
	TO LEASE NO. GS-07B-16857	

ADDRESS OF PREMISES: **5901 South International Parkway**
McAllen, TX 78503-8867

THIS AGREEMENT, made and entered into this date by and between **FD MCALLEN ICE, LLC**

whose address is **1300 WILSON BLVD, STE 910**
ARLINGTON, VA 22209-2321

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 on March 9, 2012 as follows:

- 1) To provide for a Notice to Proceed for change order (C/O) #1 and provide for anticipated date of completion; and
- 2) To change the total cost of the Tenant Improvements; and
- 3) To provide for the payment of the total Tenant Improvement Cost and Building Specific Amortized Capital (BSAC); and
- 4) All other terms and conditions are in full force and effect.

See Attached

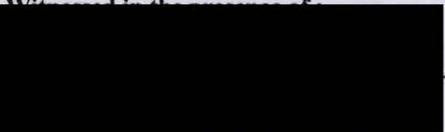
IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

Lessor: **FD MCALLEN ICE, LLC**



Manager ✓
 Title

Claiborne Williams
 Printed Name



1300 Wilson Blvd, Suite 910
 (Address)

Richard J. Mann
 Printed Name

Arlington VA 22209
 City, State, Zip



Lease Contracting Officer
 (Official Title)

Supplemental Lease Agreement #3
LTX16857
5901 South International Parkway
McAllen, TX 78503-8867

1.) Upon this Supplemental Lease Agreement being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the Alterations required in C/O #1 as it relates to deleting the stub wall adjacent to Office 111; deleting the viewing window in the Grand Jury Room 125; adding two data drops in Room 173; adding one wall mounted phone outlet each in the [REDACTED] and the Break Room 175; deleting twenty receptacles/junction boxes, adding nine furniture electrical connections and relocating one furniture electrical connection; all which are depicted in Exhibit "A." The total cost of the C/O #1 is **\$1,926.00**. This change order is a part of the lease and will be maintained by the Lessor as part of the fully serviced lease. The anticipated date of completion of all the tenant improvements is April 6, 2012.

2.) The Government and the Lessor have agreed that the total cost of the Tenant Improvements and BSAC shall change from **\$2,581,486.67** to **\$2,583,412.67** [$\$2,581,486.67 + \$1,926.00 = \$2,583,412.67$]. The Tenant Improvement cost and BSAC 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 covered by change order #1 by the anticipated date of completion.

3.) The Government shall pay for a portion of the total Tenant Improvement Cost by amortizing **\$694,001.63** over the ten (10) year term of the lease agreement, monthly, at an interest rate of 5%. Additionally, the Government shall pay for the BSAC by amortizing **\$266,542.67** over the ten (10) year term, monthly, at an interest rate of 5%. The remaining Tenant Improvement and BSAC Cost balance of $\$1,622,868.37$ [$\$2,583,412.67 - \$694,001.63 - \$266,542.67 = \$1,622,868.37$] shall be paid by lump sum, in which case annual rent shall be reduced accordingly upon the completion and acceptance by the Government of the Tenant Improvement and BSAC.

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 PS0022374** 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.

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 at the following address:

General Services Administration
ATTN: Pearl Summers-Garza
1919 Smith Street, Suite 1600
Houston, TX 77002
832-397-8478

4.) All other terms and conditions of this lease shall remain in full force and effect.

Gov't Initials

PSG

Lessor Initials:

CLW