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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT | SUPPLEMENTAL AGREEMENT NO 4 | DATE <u>4/11/12</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 20, 2012 as follows:

- 1) To provide for a Notice to Proceed for change order (C/O) #2 and provide for anticipated date of completion; and
- 2) To change the total cost of the Tenant Improvements; and
- 3) To provide for the method of 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



 Signature

Manager

 Title

Clairborne 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 #4
LTX16857
5901 South International Parkway
McAllen, TX 78503-8867

1.) Upon this Supplemental Lease Agreement SLA being fully executed and delivered, the [REDACTED] shall consider this a Notice to Proceed on the Alterations required in C/O #2 as it relates to deleting the [REDACTED] the roof and adding mesh to the roof deck; deleting the chain link fencing in the sandy port; deleting the TV's in the holding cells; deleting millwork in Room 146; deleting column wraps in Rooms 118 and 151; deleting the millwork shelving and adding bulk rack shelving; relocating [REDACTED] replace the [REDACTED] with a non-electric transaction window; provide and install evidence drop box; provide reflective tint blast film at two existing windows; paint dumpster enclosure and install new gates; provide detainee processing counter with more stainless steel; all which are depicted in Exhibit "A." The total credit of the C/O #2 is **\$11,029.00**. 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 **\$2,583,412.67** to **\$2,572,383.67** [$\$2,583,412.67 - \$11,029.00 = \$2,572,383.67$]. 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 #2 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 $\$1,611,839.37$ [$\$2,572,383.67 - \$694,001.63 - \$266,542.67 = \$1,611,839.37$] 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 on a subsequent SLA.

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: ASG

Lessor Initials: CW