

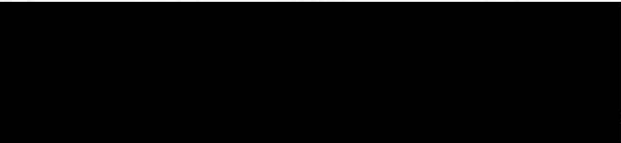


<p>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p><b>SUPPLEMENTAL LEASE AGREEMENT</b></p>	<p>SUPPLEMENTAL AGREEMENT NO 7</p>	<p>DATE <u>7-3-2012</u></p>
<p>TO LEASE NO <b>GS-07B-16857</b></p>		
<p>ADDRESS OF PREMISES: 5901 South International Parkway McAllen, TX 78503-8867</p>		
<p>THIS 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</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto agree to supplement the above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on <u>June 19, 2012</u> as follows:</p> <ol style="list-style-type: none"> <li>1) To provide for a Notice to Proceed for change order (C/O) #7 and provide for anticipated date of completion; and</li> <li>2) To change the total cost of the Tenant Improvements; and</li> <li>3) To provide for the method of payment of the total Tenant Improvement Cost and Building Specific Amortized Capital (BSAC); and</li> <li>4) All other terms and conditions are in full force and effect.</li> </ol> <p style="text-align: center;">See Attached</p> <p>IN WITNESS WHEREOF, the parties subscribe their names as of the above date.</p>		
<p>Lessor: FD MCALLEN ICE LLC</p>		
	<p><u>Manager</u> Title</p>	
<p><u>Clarborne Williams</u> Printed Name</p>		
	<p><u>1001 19<sup>th</sup> Street N, Suite 930</u> (Address)</p>	
<p><u>David Alperstrom</u> Printed Name</p>	<p><u>Arlington, VA 22209</u> (City, State, Zip)</p>	
	<p>Lease Contracting Officer (Official Title)</p>	

Supplemental Lease Agreement #7  
LTX16857  
5901 South International Parkway  
McAllen, TX 78503-8867

1.) Upon this Supplemental Lease Agreement (SLA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the Alterations required in C/O #7 as it relates to providing 440 data patch cables which is depicted in Exhibit "A." The total cost of the C/O #7 is \$[REDACTED]. 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 the C/O #7 improvements is June 30, 2012.

2.) The Government and the Lessor have agreed that the total cost of the Tenant Improvements and BSAC shall change from \$[REDACTED] to \$2,621,556.09 [REDACTED] = \$2,621,556.09]. 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 and BSAC covered by change order #7 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 \$1,661,011.79 [\$2,621,556.09 - \$694,001.63 - \$266,542.67 = \$1,661,011.79] 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: PSG

Lessor Initials: CIV