

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 3	DATE <i>3/15/2012</i>
	TO LEASE NO. GS-07B-16638	

ADDRESS OF PREMISES: 1121 E. Austin, Harlingen, Texas 78550-5037

THIS AGREEMENT, made and entered into this date by and between FCS-3 Harlingen, LP. A Texas Limited Partnership

whose address is 1474 W. Price road, Suite #7
Brownville, Texas 78520

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 12, 2012 as follows:

- 1) To provide for a Notice to Proceed ; 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

See Attached

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

Le [Redacted] P. A Texas Limited Partnership

Stg [Redacted] MEMBER Title

Nick Sato Jr
Printed Name 3-15-12

Wi [Redacted] [Redacted] (Address)

Rocio P. Trevino
Printed Name [Redacted] City, State, Zip

UNITED STATES OF AMERICA
[Redacted]
General Services Administration
819 Taylor St., Room 5A18
Fort Worth, Texas 76102-6105
Lense Contracting Officer
(Official Title)

Supplemental Lease Agreement #3

LTX16638

1121 E. Austin, Ave. and according to the Construction Drawing created by Urban Construction Southwest Inc.,
dated May 20, 2010,
Harlingen, Texas

1.) Upon this Supplemental Lease Agreement being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction of the tenant improvements as depicted and according to the Construction Drawing created by Negrete & Kolar Architects of Austin, Texas dated July 11, 2011, and in the TICS Table - CSI MasterFormat for the cost of the construction; which is depicted in the attached Exhibit "A." The total cost of the Tenant Improvement Cost and BSAC is \$1,061,707.00. The anticipated date of completion of all the tenant improvements is July 20, 2012.

2.) The Government and the Lessor have agreed that the total cost of the Tenant Improvements and BSAC shall change from \$1,005,194.00 to \$1,061,707.00 [$\$1,061,707.00 - \$1,005,194.00 = \$56,513.00$]. 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 in the Exhibit "A".

It is agreed to by the parties that the total Tenant Improvement Cost is \$873,518.00 [change from \$1,005,194.00-
\$131,676.00 (Reduction in Construction Cost)=\$873,518.00] and the total Building Specific Amortized Capital (BSAC) is \$188,189.00 and combined are equal to a total cost of \$1,061,707.00.

The lessor shall amortize the BSAC amount of \$120,156.00 and the Tenant Improvement Allowance of \$203,533.38, over the first five (5) years of the term at an interest rate of 7.5%. The remaining balance of \$738,017.62 [$\$1,061,707.00 - \$120,156.00 - \$203,533.38 = \$738,017.62$] shall be paid to the Lessor in a Lump-Sum Payment upon completion and acceptance of the premise by the Government.

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 PS-0023038 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: Don W. Day
819 Taylor St., Room 5A18
Ft. Worth, Texas 76102
817-978-7018

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

Gov't Initials HL

Lessor Initials: AS