
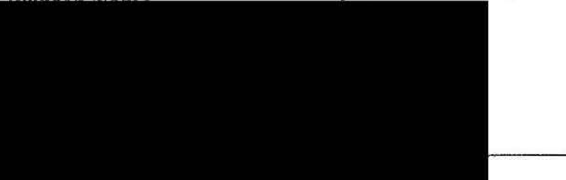
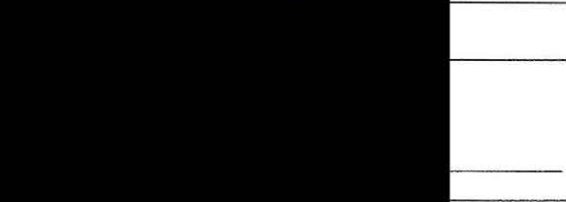


<p>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p>SUPPLEMENTAL LEASE AGREEMENT</p>	<p>SUPPLEMENTAL AGREEMENT NO 2</p>	<p>DATE 12-22-11</p>
<p>ADDRESS OF PREMISES: 5901 South International Parkway McAllen, TX 78503-8867</p>		<p>TO LEASE NO. GS-07B-16857</p>
<p>THIS AGREEMENT, made and 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 December 15, 2011 as follows:</p> <ol style="list-style-type: none"> 1.) Description of the Tenant Improvements to be constructed; and 2.) to incorporate the Design Intent Drawings; and 3.) to provide a Notice to proceed; and 4.) to provide for the payment of the Tenant Improvements and Building Security Amortized Capital; and 5.) all other terms and conditions of the Lease are in full force and effect. <p style="text-align: center;">See Attached</p> <p>IN WITNESS WHEREOF, the parties subscribe their names as of the above date.</p>		
	<p style="text-align: center;"><i>Manager</i> _____ Title</p>	
<p><i>Claiborne Williams</i> _____ Printed Name</p>		
	<p style="text-align: center;">_____ (Address)</p>	
<p><i>DAVID E. APERALSTEIN</i> _____ Printed Name</p>	<p style="text-align: center;"><i>1300 Wilson Blvd, Ste 910, Arlington VA 22209</i> _____ City, State, Zip</p>	
	<p style="text-align: center;">General Services Administration 1919 Smith St., Suite 1600 Houston, TX 77002 _____ Lease Contracting Officer (Official Title)</p>	

Supplemental Lease Agreement #2
LTX16857
5901 South International Parkway
McAllen, TX 78503-8867

- 1.) The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements depicted on the Tenant Improvement Cost Summary (TICS) spreadsheet, Pages 1-3, attached as Exhibit "A", and according to the Construction Drawings created by Powers Brown Architecture dated September 21, 2011, Pages 1- 73 at 1314 Texas Avenue, 2nd Floor, Houston, Texas 77002.
- 2.) The Lessor remains responsible for the accuracy of the Construction Drawings as stated in the Solicitation for Offer under "Construction Schedule and Acceptance of Tenant Improvements, Review of Working/Construction Drawings." This Supplemental Lease Agreement does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings dated June 29, 2011, Page 1 and which is attached and incorporated into the lease as depicted in Exhibit "B".
- 3.) Upon full execution and delivery of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with the Tenant Improvement construction. The anticipated date of completion and acceptance by the Government is on or before April 13, 2012.
- 4.) The Government shall pay the Lessor for the total cost of the Tenant Improvements and Building Specific Amortized Capital (BSAC) as follows:

The Government and the Lessor have agreed that the total cost of the Tenant Improvements is \$2,314,944.00 and the BSAC are \$266,542.67 (increased from \$114,125.00) for a combined total of \$2,581,486.67. 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 by the anticipated date of completion.

Any changes of the Construction Drawings which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

A portion of the total Tenant Improvement costs, \$694,001.63 shall be amortized over the ten (10) year term of the lease agreement at an interest rate of five percent (5%) paid monthly in arrears upon the completion and acceptance by the Government of the completed Tenant Improvements and acceptance of the lease premise. The annual cost of the amortized portion of the Tenant Improvement cost is \$88,331.57 and shall be part of the total monthly rental payment.

The total Building Specific Amortized Capital, \$266,542.67 shall be amortized over the ten (10) year term of the lease agreement at an interest rate of five percent (5%) paid monthly in arrears upon the completion and acceptance by the Government of the completed BSAC and acceptance of the lease premise. The annual cost of the amortized portion of the BSAC is \$33,925.18 and shall be part of the total monthly rental payment.

The remaining balance of the total cost of the Tenant Improvements and BSAC is \$1,620,942.37 [\$2,581,486.67 - TI \$694,001.63 - BSAC \$266,542.67] shall be paid by a lump-sum-payment upon the completion and acceptance by the Government of the Tenant Improvements necessary to finish the interior of the leased space as depicted on the attached Exhibit "A." All fees, permits and architectural plans are the responsibility of the Lessor and are included in the lump-sum-payment amount.

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 0022374 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:

Gov't Initials: CHS

Lessor Initials: CW


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 Lease Contracting Officer at the following address:

General Services Administration
Attn: Pearl Summers-Garza
1919 Smith Street, Suite 1600
Houston, Texas 77002

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent Supplemental Lease Agreement.

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

Gov't Initials: 

Lessor Initials: 