

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 5	DATE <u>4/25/12</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 April 12, 2012 as follows:

- 1.) To establish and accept the total leased premise; and
- 2.) establish the Commencement Date of the lease rental payments; and
- 3.) establish the square footages of the leased premise; and
- 4.) provide the annual rental amounts; and
- 5.) establish the Governments percentage of occupancy; and
- 6.) restate the vacant space; and
- 7.) establish the remaining balances for Tenant Improvement and Building Security Amortized Capital (BSAC) Allowances; and
- 8.) provide for the method of payment of the lump-sum; and
- 9.) provide revised Broker Commission and Commission Credit to the Government; and
- 10.) 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.

[Redacted Signature]

Manager
Title

Signature

Claiborne Williams

Printed Name

[Redacted Address]

1300 Wilson Blvd, Suite 910
Arlington, VA 22209
(Address)

Arnold Alperstein

Printed Name

City, State, Zip

[Redacted Title]

Lease Contracting Officer
(Official Title)

Supplemental Lease Agreement #5
LTX16857
5901 South International Parkway
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1.) The tenant improvements have been substantially completed and the Government accepts the leased space on April 12, 2012 contingent upon the completion of the punch list items attached as Exhibit "A" upon forty-five (45) days.

2.) The commencement date of the rental shall be April 12, 2012 and shall expire on April 11, 2022 unless sooner terminated in accordance with paragraph 4 of the SF-2.

3.) The office space square footage shall be 24,063 rentable square feet yielding 22,935 ANSIBOMA Office Area (ABOA).

4.) The Government shall pay the Lessor annual rent as follows:

From April 12, 2012 through April 11, 2022 the total annual rental shall be \$703,618.83 at the rate of \$58,634.90 per month in arrears. The total annual rent consists of annual Shell rent of \$416,530.53, annual Operating Costs of \$164,831.55 plus annual Operating Cost adjustments; annual Tenant Improvement Amortization cost of \$88,331.57 and annual Building Specific Amortized Capital (BSAC) cost of \$33,925.18.

Rent for a lesser period shall be prorated. Rent shall be made payable to:

FD MCALLEN ICE, LLC
1300 WILSON BLVD, STE 910
ARLINGTON, VA 22209-2321

5.) The percentage of occupancy for Tax Reimbursement purposes shall be: 100% and the Base tax year is 2012 per Paragraph 10 of the SF-2.

6.) The Government's adjustment of vacant space shall be a reduction of \$2.50 per ANSI-BOMA Office Area.

7.) The total cost of the Tenant Improvements and BSAC is \$2,569,644.67. This is a reduction from SLA #4 due to a correction in cost. The Lessor and the Government agree that a lump-sum payment for a portion of the total tenant improvement cost shall be made in the amount of \$1,609,100.37. The remaining balance of \$960,544.30 shall be amortized monthly into the rent at the rate of five percent (5.0%) over the ten year term of the lease as stated in paragraph 4 above.

8.) 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. **It 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 this invoice electronically, and 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:

Pearl Summers-Garza
U.S. General Services Administration
1919 Smith Street, Suite 1600
Houston, Texas 77002

Gov't Initials: PSG

Lessor Initials: CW

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9.) Paragraph 15 of the Lease is hereby deleted in its entirety and replaced with the following:

"15. **Commission Credit:** The Lessor and the Broker have agreed to a cooperating lease commission. The total amount of the Commission is \$[REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego thirty-nine percent (39%) of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit).

The Commission Credit to the Government is \$[REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the Shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit to the Government. The reduction in Shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

First Month's Rental Payment of \$58,634.90 minus the Commission Credit (\$[REDACTED]) equals \$[REDACTED] as the adjusted First Month Rent.

Second Month's Rental Payment of \$58,634.90 minus the Commission Credit (\$[REDACTED]) equals \$[REDACTED] as the adjusted Second Month Rent.

10.) All other terms and conditions of the lease shall remain in full force and effect.

Gov't Initials: PSG

Lessor Initials: CDW