

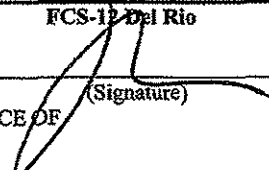
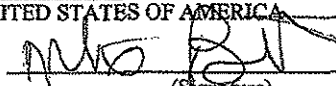
GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 1	DATE 1-30-09
SUPPLEMENTAL LEASE AGREEMENT	TO LEASE NO. GS-07B-16355	
ADDRESS OF PREMISES		
<p>THIS AGREEMENT, made and entered into this date by and between FCS-12 Del Rio, a Texas Limited Liability Partnership</p> <p>whose address is: 204 Stubbs Street Edinburg, Texas 78539</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon full execution of this agreement, by both parties, as follows:</p> <p>The purpose of this Supplemental Lease Agreement (SLA) is to provide architectural services, for alterations to the above named lease space.</p> <p>Paragraph 1 of the lease is amended as follows:</p> <p>"1. The Lessor hereby leases to the Government the following described premises: A facility to be constructed at Broadway Street and Griner Street in Val Verde County, Del Rio, Texas. The facility will consist of approximately 10,879 rentable square feet, which shall yield 9,460 usable square feet of office and related space, along with 39 parking spaces in a paved/lighted parking area to be used for such purposes as determined by General Services Administration. This lease will be amended with a Supplemental Lease Agreement to establish the actual square footage of the building, the exact rental amount and the start date of the lease."</p> <p>The following paragraphs are added to the lease:</p> <p>"10. Effective on the DELIVERY DATE the Government shall pay the Lessor annual rent of \$581,740.20 at the rate of \$48,478.35 per month in arrears. Rent for a lessor period shall be prorated. Rent checks shall be made payable to: FCS-2 Del Rio, LP; 204 Stubbs Street; Edinburg, Texas 785399; [REDACTED]."</p> <p>"11. In accordance with the SFO paragraph entitled <i>Tenant Improvement Rental Adjustment</i>, Tenant Improvements in the total amount of \$321,737.79 shall be amortized through the rent for 10 years at the rate of 8%. The total annual cost of Tenant Improvements for the amortization period shall be \$46,842.81."</p> <p>"12. The Building Specific Amortized Capital improvements amount to \$193,840.00 and shall be amortized through the rent for 10 years at the rate of 8%. The total annual costs of Building Specific Amortized Capital (BSAC) for the amortization period shall be \$28,221.77."</p> <p>"13. The lump sum payment shall be \$920,945.48 for items exceeding the Tenant Improvement Allowance including the BR windows. CBP has also elected to buy down their customization allowance in the amount of \$21,280.48 which is included in the lump sum amount. Lump sum payment shall be made within 30 calendar days of receipt of invoice."</p> <p>"14. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the DELIVERY DATE for a period of 10 YEARS FIRM WITH NO OPTIONS."</p> <p>"15. The Lessor releases and discharges the Government from any and all claims or obligations arising under or relating to the lease prior to January 30, 2009. This SLA is also intended to forever discharge, remis, and release the Government, its agents, servants, employees, officials, and assigns of and from all claims, demands, actions, suits, debts, charges, causes of action, appeals and claims of liability, of any character, type of description (including any claims for attorneys' fees, interest, or other costs), that the Lessor hereto may have against the Government, arising from or related to this lease."</p>		

"16. In order to receive payment, the Lessor should create and include a unique invoice number on the invoice submitted for payment. The invoice should have the Lessor's name and lease number cited exactly how it is stated on the lease contract. The invoice should include the PDN number _____. Lessor should submit invoices electronically on the GSA Finance Website at www.finance.gsa.gov (instructions for submitting invoices are found on the website). If Lessor is unable to process the invoices electronically, the Lessor may mail the invoices to the following address:

GSA Greater Southwest Finance Center
P.O. Box 17181
Fort Worth, TX 76102"

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

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

LESSOR	FCS-12 Del Rio	
BY		PARTNER
	(Signature)	(Title)
IN PRESENCE OF		
	(Signature)	(Address)
UNITED STATES OF AMERICA		CONTRACTING OFFICER
BY 		GENERAL SERVICES ADMINISTRATION
	(Signature)	819 TAYLOR ST., FT. WORTH, TX 76102
		(Official Title)