## GENERAL SERVICES ADMINISTRATION SUPPLEMENTAL AGREEMENT NO PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT TO LEASE NO. GS-07B-16820 ADDRESS OF PREMISES: 500 South Point Drive, Port Isabel, TX 78578-3705 THIS AGREEMENT, made and entered into this date by and between LJH, Ltd. whose address is 1 Padre Blvd South Padre Island, TX 78597-6402 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 January 10, 2012 as follows: 1) To provide for a Notice to Proceed for change order (C/O) #4 and provide for anticipated date of completion; and 2) to change the total cost of the Tenant Improvements; and 3) to provide for the method of payment for the Tenant Improvement Cost and Building Specific Amortized Capital (BSAC); and 4) all other terms and conditions are in full force and effect. IN WITNESS WHEREOF, the parties subscribe their names as of the above date. Authorized Agent Max Shaw

Lease Contracting Officer (Official Title)

Pearl Summers-Garza

## Supplemental Lease Agreement #4 LTX16820 500 South Point Drive Port Isabel, TX 78578

- 1.) Upon this Supplemental Lease Agreement being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the alterations required in change order C/O #4 as it relates to TV outlets and monument signs which are depicted in Exhibit "A." The total cost of the C/O #4 is \$10,898.00. 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 all the tenant improvements is February 11, 2012.
- 2.) The Government and the Lessor have agreed that the total cost of the Tenant Improvements shall change from \$1,129,812.01 to \$1,140,710.01 [\$1,129,812.01 + \$10,898.00 = \$1,140,710.01]. The Tenant Improvement cost 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 by change order #4 by the anticipated date of completion.
- 3.) The Government shall pay for a portion of the total Tenant Improvement Cost by amortizing \$243,690.21 over the first five years of the term, monthly, at an interest rate of 6.0%. Additionally, the Government may pay by lump-sum or amortize the BSAC amount of \$73,000.00 over the first five years, monthly, at an interest rate of 6.0%.

The remaining balance of \$824,019.80 [\$1,140,710.01 - \$243,690.21- \$73,000.00 = \$824,019.80] 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 Improvements and BSAC.

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 PS0020763 and shall be sent electronically to the GSA Finance Website at <a href="http://www.finance.gsa.gov/defaultexternal.asp">http://www.finance.gsa.gov/defaultexternal.asp</a>. 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:

Lessor Initials: 7000