

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT No. 5	DATE (GOVT only) 10-4-2010
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NO: GS-07B-16355
ADDRESS OF PREMISES: 114 West Broadway Del Rio, TX 78840		
<p>THIS AGREEMENT, made and entered into this date by and between FCS-2 Del Rio LP whose address is: 5826 New Territory Blvd PMB 315 Sugar Land, TX 77479</p> <p>hereinafter called the Lessor and UNITED STATES OF AMERICA, hereafter call 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 8/12/2010. The purpose of Supplemental Lease Agreement (SLA) No. 5 is to issue Notice To Proceed on the requested change order in accordance with the attached Scope of Work (SOW) and Exhibit A, which are attached to and made part of this lease.</p> <p>The following changes are made in accordance with the changes clause of the General Clauses of the lease, section 552.270-14(2), Works and Services:</p> <ul style="list-style-type: none"> a. Furnish and install Alphone Intercom system in accordance with SOW. Total cost of Alphone work is [REDACTED] b. Furnish and install Access Control system in accordance with SOW. Total cost of Access Control work is [REDACTED]. c. Furnish and install CCTV system in accordance with SOW. Total cost of CCTV work is [REDACTED]. d. Furnish and install IDS Security system in accordance with SOW. Total cost of IDS work is [REDACTED] <p style="text-align: center;"><i>Continued on Sheet 2, attached hereto and made a part of the lease.</i></p> <p>All other terms and conditions of the lease shall remain in full force and effect.</p>		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: FCS-2 Del Rio LP BY <u>[Signature]</u> <small>(Signature)</small> IN PRESENCE OF (witnessed by) <u>[Signature]</u> <small>(Signature)</small>	<u>MICHAEL J. PLIFOWSKI</u> <u>PARTNER</u> <small>(Printed Name and Title)</small> <u>[REDACTED]</u> <small>(Address)</small>	
UNITED STATES OF AMERICA <u>[Signature]</u> Justina Llewellyn		Contracting Officer General Services Administration 819 Taylor St, Fort Worth, TX 76102 <small>(Official Title)</small>

Sheet 2, attached hereto and made a part of lease GS-07B-16355, Supplemental Lease Agreement No. 5

The changes described above and in the attached SOW and Exhibit A pursuant to this SLA shall be maintained by the Lessor during the term of this lease and are to remain the property of the Lessor. Lessor waives restoration of the premises for these changes.

The total cost for the above work is \$98,159.06 plus overhead and profit for a total of \$124,669.86. All changes performed under this contract shall not exceed \$124,669.86. Upon completion, inspection, and acceptance of the work by the Contracting Officer or Contracting Officer's designee, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$124,669.86 within 30 days upon receipt of an original invoice.

The original invoice must be submitted directly to the GSA Finance office electronically on the Finance website at www.finance.gsa.gov and a copy provided to the Contracting Officer's designee. If you are unable to process the invoice electronically you may mail the original invoice to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
PO Box 17181
Fort Worth, TX 76105-0181

A copy of the invoice must be provided to the Contracting Officer's designee at the following address:

Aaron Laboon
US General Services Administration
819 Taylor St
Room 5A18
Fort Worth, TX 76102

A proper invoice must be on the Lessor's company letterhead and include the following:

- Invoice Date
- Name of the Lessor as shown on the Lease
- Lease contract number and building address
- Description, price, and quantity of items delivered
- GSA PDN # PS0018055

If the invoice is not submitted on company letter head, the person(s) with whom the Lease contract is made must sign the invoice.

Government Initials _____

Lessor Initials _____