

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 9	DATE 5-25-11
	TO LEASE NO. GS-07B-16355	

ADDRESS OF PREMISES:  
114 West Broadway  
Del Rio, TX 78840

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

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:  
WHEREAS, the parties hereto agree to supplement the above Lease.

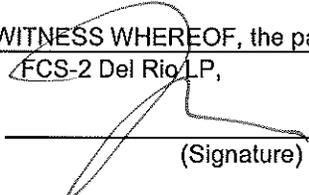
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government as follows:

- 1.) To accept the tenant improvements as completed and;
- 2.) establish the Commencement Date of the lease rental payments; and
- 3.) establish the square footages of the leased space; and
- 4.) provide the annual rental amounts; and
- 5.) establish the Government's percentage of occupancy; and
- 6.) establish the adjustment for vacant space; and
- 7.) to provide for lump sum payment; and
- 8.) all other terms and conditions are in full force and effect.

See Attached

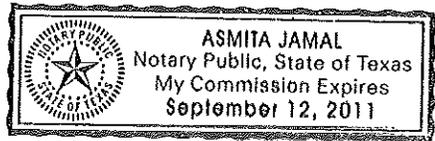
IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

BY: FCS-2 Del Rio LP,

  
\_\_\_\_\_  
(Signature)  
  
MICHAEL J. PLISOWSKI  
\_\_\_\_\_  
(Printed Name)

PARTNER  
\_\_\_\_\_  
(Title)

WITNESSED IN THE PRESENCE OF



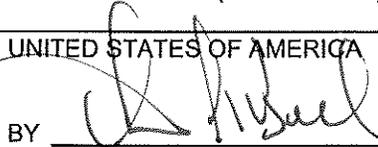
  
\_\_\_\_\_  
(Signature)

5826 NEW TERRITORY BLVD  
\_\_\_\_\_  
(Address)

Asmita ASMITA JAMAL  
\_\_\_\_\_  
(Printed Name)

SUGAR LAND TX 77479  
\_\_\_\_\_  
(City, State, Zip)

UNITED STATES OF AMERICA

BY   
\_\_\_\_\_  
Thomas Bell

GENERAL SERVICES ADMINISTRATION  
819 TAYLOR ST  
WORTH, TX 76102  
CONTRACTING OFFICER  
\_\_\_\_\_  
(Official Title)

Supplemental Lease Agreement #9  
114 West Broadway  
Del Rio, TX 78840

1.) The tenant improvements have been substantially completed and the government accepts the leased space on March 24, 2011.

2.) The commencement date of the rental shall be March 24, 2011 and shall expire on March 23, 2021.

3.) The office space square footage shall be 10,879 rentable square feet yielding 9,460 ANSIBOMA Office Area (ABOA).

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

From March 24, 2011 through March 23, 2021 the total annual rental shall be \$581,740.20 at the rate of \$48,478.35 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$445,535.64, annual Operating Costs of \$61,139.98 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$46,842.81, and annual BSAC Amortization cost of \$28,221.77.

5.) The percentage of occupancy for Tax Reimbursement purposes shall be: 100% (10,879 Rentable Square Footage, (RSF) / 10,879 RSF ) and the new Base Year for taxes shall be the taxes in the year of 2010.

6.) The Government's adjustment of vacant space shall be a reduction of \$2.00/RSF .

7.) The total cost of the Tenant Improvements (TIs) is \$1,423,390.77. 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 \$907,812.98 consisting of \$494,001.09 for [REDACTED] improvements and \$413,811.89 for [REDACTED] improvements. The remaining balance of \$321,737.79 for TIs and \$193,840.00 for BSAC shall be amortized monthly into the rent at the rate of eight percent (8%) over the first ten (10) years of the lease as stated in paragraph 4 above.

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. Submit separate invoices for both [REDACTED] lump sum amounts. Invoices shall reference the numbers PS0018055 (for [REDACTED] invoice only) and PS0015240 (for [REDACTED] invoice only) 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 Project Managers at the following address:

Aaron Laboon (for CBP invoiced lump-sum amount reference above)  
Mark Stanton (for FBI invoiced lump-sum amount reference above)  
U.S. General Services Administration  
819 Taylor Street 7PRA; Room 5A18  
Fort Worth, Texas 76102-0181

8.) In accordance with Paragraph 1.13, Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a

Gov't Initials                     

Lessor Initials:

cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Paragraph 1.13, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of this Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. 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 \$48,478.35 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent  
Second Month's Rental Payment \$48,478.35 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent  
Third Month's Rental Payment \$48,478.35 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent  
Fourth Month's Rental Payment \$48,478.35 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent"

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

Gov't Initials   
Lessor Initials: 