

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-07B-16638
ADDRESS OF PREMISES 1121 E. Austin, Harlingen, Texas 78550-5037	PDN Number: PS-0023038

THIS AGREEMENT, made and entered into this date by and between FCS-3 Harlingen, LP, A Texas Limited Partnership whose address is: 1474 W. Price Road, Suite #7, Brownville, Texas 78520-8675

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. .

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective on October 19, 2012 as follows:

- 1.) To provide a Notice to Proceed and provide for an anticipated date of completion; and
- 2.) To change the total cost of the Tenant Improvements; and
- 3.) To provide for the method of payment of the Tenant Improvements, Building Specific Security (BSS); and
- 4.) All other terms and conditions are in full force and effect.


This Lease Amendment contains {2} pages.

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 below date.

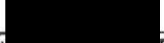
FOR THE LESSOR: FCS-3 Harlingen, LP, A Texas Limited Partnership

FOR THE GOVERNMENT:

Signature: 
Name: NICK SOTO JR
Title: MEMBER
Entity Name: FCS-3 Harlingen
Date: 10-22-2012

Signature: 
Name: D
Title: L
GSA, Public Buildings Service, 7PRA
819 Taylor St., Room - 5A18
Fort Worth, Texas 76102-6105
Date:

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: KACIO V. TREVIÑO
Title: V.P. of Operations
Date: 10-22-2012

- 1) Upon this Lease Amendment being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction of Building Specific Security (BSS) improvements as depicted and according to the Construction Drawings created by Negrete & Kolar Architects of Austin, Texas dated July 11, 2011 and in the revised Change Order (C/O) Revised Proposal # 2 dated October 9, 2012 for Building Specific Security (BSS) work in the amount of \$126,802.85; which is depicted in the attached Exhibit "A".

The total cost of the Tenant Improvement Cost, and Building Specific Security (BSS) is \$1,188,509.85 [\$873,518.00 (Tenant Improvement Cost) + \$314,991.85 (BSS) (\$188,189.00+\$126,802.85=\$314,991.85) = \$1,188,509.85]. The anticipated date of completion of all the Tenant Improvements is November 9, 2012 and the anticipated date of completion of the Building Specific Security work is December 14, 2012.

- 2) The Government and the Lessor have agreed that the total cost of the Tenant Improvements and BSS shall change from \$1,061,707.00 to \$1,188,509.85. The Tenant Improvement Cost and BSS 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 and BSS.
- 3) The Lessor shall amortize a portion of the Tenant Improvement Allowance amount of \$203,533.38 and a portion of the Building Specific Security costs in the amount of \$120,156.00 over the first five (5) years, monthly, at an interest rate of 7.5%. The total cost the Government shall amortize in the rent over the first five (5) years, monthly, equates to \$323,689.38 [\$203,533.38 (Tenant Improvement Allowance) + \$120,156.00 (Building Specific Amortized Capital) = \$323,689.38]. The remaining balance of \$864,820.47 [\$1,188,509.85 - \$323,689.38 = \$864,820.47] shall be paid to the Lessor in a Lump – Sum Payment upon completion and acceptance of the premise by the Government.

Any changes to the Construction Drawings, which result in a financial change to the lease agreement, of any type must be approved, by the GSA Contracting Officer.

To submit for payment of the lump-sum-payment amount of \$864,820.47, 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 PS-0023038 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 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: Dou W. Day
819 Taylor St, Room 5A18
Ft. Worth, Texas 76102-6105
817-978-7018

- 4) All other terms and conditions of this lease shall remain in full force and effect.

Gov't Initials AD
Lessor Initials: KS