

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 3

TO LEASE NO. GS-07B-16895

ADDRESS OF PREMISES

3700 N. 10th, McAllen, TX 78501

THIS AGREEMENT, made and entered into this date by and between AVL, LP

whose address is 3700 N. 10th, Suite 101
McAllen, TX 78501

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 November 2, 2012, 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 footage of the leased space; and
- 4) To provide annual rental amounts; and
- 5) Tenant Improvement Costs; and
- 6) Building Specific Security Costs; and
- 7) Lump Sum Payment Instructions; and
- 8) Establish the percentage of occupancy.

See Attached

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

IN WITNESS WHEREOF, [REDACTED] their names as of the below

FOR THE LESSOR

FOR THE GOVERNMENT

Signature: [REDACTED]
Name: FRED HARMS
Title: General Partner
Entity Name: AVL LP
Date: 12/13/12

Signature: [REDACTED]
Name: [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 12/13/12

WITNESSES

Signature: [REDACTED]
Name: [REDACTED]
Title: operations mgr
Date: 12/13/12

Gov't

Lessor

Lease Amendment Form 07/12

Lease Amendment #3
GS-07B-16895
3700 N. 10th Street
McAllen, TX 78501

- 1) The tenant improvements have been *substantially* completed and the government accepts the leased space on November 2, 2012.
- 2) The commencement date of the rental shall be November 2, 2012 and shall expire on November 1, 2022.
- 3) The office space square footage shall be 1,960 rentable square feet (RSF) yielding 1,867 ANSI/BOMA Office Area (ABOA).
- 4) The Government shall pay the Lessor annual rent as follows:

From November 2, 2012 through November 1, 2017 the total annual rental shall be \$43,422.20 at the rate of \$3,618.52 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$24,696.00 at the rate of \$2,058.00 per month, annual Operating Costs of \$11,760.00 at the rate of \$980.00 per month and annual Tenant Improvement Amortization costs of \$6,966.20 at the rate of \$580.52 per month.

From November 2, 2017 through November 1, 2022 the total annual rent shall be \$45,080.00 at the rate of \$3,756.67 paid monthly in arrears. The total annual rent consists of Shell Rent of \$33,320.00 at the rate of \$2,776.67 per month and Operating Costs of \$11,760.00 at the rate of \$980.00 per month. There are no annual Tenant Improvement costs.

- 5) The Lessor and Government agree that the total cost of all the Tenant Improvements is \$35,047.00 including change orders 2 as described below. 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 [REDACTED]. The remaining balance of \$34,831.00 shall be amortized monthly into the rent at the rate of zero percent (0%) over the first five (5) years of the lease as stated in paragraph 4 above.

Change order 2 for the 12 patch cables was approved via email at the cost of [REDACTED] and is included in the total above.

- 6) The Government Shall pay the Lessor one lump-sum payment for Building Specific Security as follows:

The total cost for building specific security build out costs is \$40,980.00 and conforms to the specifications in Lease# GS-07B-16895. The building specific security build out shall be paid by a lump-sum payment upon the substantial completion and acceptance by the Government of the building specific security build out. No building specific security build out costs will be amortized.

Gov't 

Lessor 

Change order 1 was approved in SLA 1 at the cost of \$16,186.00 and is included in the total above.

- 7) Pursuant to Paragraphs 5 & 6 above, the total lump sum payment is \$41,196.00.

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 **PS 0023890** 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 shall be sent simultaneously to the GSA Contracting Officer/Leasing Specialist at the following address:

General Services Administration
Attn: Jason Belle
819 Taylor Street, Room 5A18
Fort Worth, TX 76102-0181

- 8) The percentage of Government occupancy is 8.15% (1,960 RSF / 24,054 RSF x 100).

Gov't 

Lessor 