

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 6
	TO LEASE NO. GS-07B-16960
ADDRESS OF PREMISES 1100 FM 802 Brownsville, TX 78521-0905	PDN Number: PS00027288

THIS AMENDMENT is made and entered into between B.P. and Peggy Newman Properties, LP whose address is: 2801 E. Montgomery Street, Laredo, TX 78043-1402

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

WHEREAS, the parties hereto desire to amend the above Lease to issue Notice to Proceed with tenant improvements (TIs), to approve the total TI costs, and to provide for payment of TIs above the allowance.


NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:


- 1) To provide for a Notice to Proceed for construction of TIs and Building Specific Security (BSS) and provide for a date of substantial completion; and
- 2) To approve the total cost of the TIs and/or BSS; and
- 3) To provide for the method of payment of the TI and BSS costs above the allowance.


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: B.P. and Peggy Newman Properties, LP **FOR THE GOVERNMENT:**

Signature: 
 Name: Peggy J. Newman
 Title: President
 Entity Name: B.P. & Peggy Newman, L.P.
 Date: November 21, 2013

Signature: 
 Name: _____
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 11-24-2013

WITNESSED FOR THE LESSOR BY:

 Signature: _____
 Name: _____
 Title: Executive Assistant
 Date: November 21, 2013

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed with construction of TIs and BSS; all of which are depicted in Exhibit "A". The total cost of the TIs and BSS shall not exceed \$545,479.81. The date of substantial completion of all the TIs and BSS is March 30, 2014. The Lessor shall provide all the materials, labor, and services required to provide for the completion of the TI's and BSS.

2.) The Government and the Lessor have agreed that the total cost of the TIs shall not exceed \$521,893.65 and the total cost of the BSS shall not exceed \$23,586.16 for a total cost of construction of tenant improvements not to exceed \$545,479.81. The TI and BSS 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 TI and BSS by the agreed to date of substantial completion.

~~3.) The amortized TI's, per the lease paragraph 1.08 Tenant Improvement Allowance, in the amount of \$319,103.61 shall be amortized over the first ten (10) years of the term, monthly in arrears, at an interest rate of 0%. The amortized Building Specific Security, per the lease paragraph 1.03 Rent and Other Consideration, in the amount of \$23,586.16 shall be amortized over the first ten (10) years, monthly in arrears, at an interest rate of 0% as provided for on the GSA Form 1364 (the "Offer"). This amount is less than what is allotted in the lease and will be adjusted in a subsequent lease amendment.~~

The remaining balance of \$202,790.04 [$\$521,893.65$ (Total TI Cost) – $\$319,103.61$ (TI amortized) = $\$202,790.04$] will be paid by lump-sum, upon the completion and acceptance by the Government of the TIs and BSS.

Upon completion, inspection, and acceptance of the work by the authorized GSA representative, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$202,790.04 upon receipt of an original invoice. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor 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 PS00027288 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 Project Manager electronically at Cindy Bartel or the invoice may be mailed to the following address:

General Services Administration
ATTN: Cindy Bartel
819 Taylor St
Room 5A18
Fort Worth, TX 76102
505-248-7359

INITIALS:


LESSOR

&


GOVT