

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-07B-16638
ADDRESS OF PREMISES: 1121 E. AUSTIN, HARLINGEN, TEXAS 78550-5037	PDN Number: PS0023038

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.

- 1.) To discontinue use of the Supplemental Lease Agreement form; and
- 2.) To accept the Tenant Improvements as completed; and
- 3.) Establish the Commencement Date of the lease rental payments; and
- 4.) Establish the square footages of the leased space; and
- 5.) Provide the annual rental amounts; and
- 6.) Establish the Governments Percentage of Occupancy; and
- 7.) Establish the reduction amount for vacant space; and
- 8.) Establish the Base for the Operating Cost adjustment; and
- 9.) Establish the Common Area Factor; and
- 10.) To provide for the payment of the Tenant Improvements; and
- 11.) All other terms and conditions are in full force and effect.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 12, 2012 as follows:


See Attached

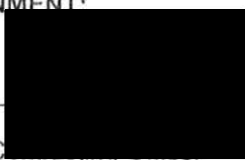
This Lease Amendment contains 3 pages.

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: Bill [Redacted]
Title: VP Operations
Entity Name: FCS-3 Harlingen
Date: 2-1-13

Signature: 
Name: Don W. [Redacted]
Title: Lease Officer
GSA, Public Buildings Service, 819 Taylor St., Room 5A18
Fort Worth, TX 76102
Date: 2/7/2013

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Lois P. Trevino
Title: V.P. Operations
Date: 02-01-2013

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

Don W. Day
U.S. General Services Administration
819 Taylor Street 7PRA; Room 5A18
Fort Worth, Texas 76102-0181

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

INITIALS AD & WD
LESSOR GOVT

- 1.) Use of the GSA Form 276, Supplemental Lease Agreement (SLA) has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".
- 2.) The Tenant Improvements have been completed and the government accepts the leased premise on December 12, 2012.
- 3.) The Commencement Date of the rental shall be December 12, 2012 and shall expire on December 11, 2022, subject to the termination rights set forth in the lease.
- 4.) The leased premise square footage shall be 5,898 Rentable Square Feet (RSF) yielding 5,898 ANSI/BOMA Office Area (ABOA).
- 5.) The Government shall pay the Lessor annual rent as follows:

From December 12, 2012 through December 11, 2015, the total annual rental shall be \$231,298.82 at the rate of \$19,274.90 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$111,295.26 annual Operating Costs of \$42,170.70 plus annual Operating Cost adjustments, and annual Building Specific Amortized Capital (BSAC) and Tenant Improvement (TI) Amortization cost of \$77,832.86 [\$28,892.16 BSAC + \$48,940.70 TI].

From December 12, 2015 through December 11, 2017, the total annual rental shall be \$233,422.10 at the rate of \$19,451.84 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$113,418.54, annual Operating Costs of \$42,170.70 plus annual Operating Cost adjustments, and annual Building Specific Amortized Capital (BSAC) and Tenant Improvement (TI) Amortization cost of \$77,832.86 [\$28,892.16 BSAC + \$48,940.70 TI].

From December 12, 2017 through December 11, 2019, the total annual rent shall be \$155,589.24, at the rate of \$12,965.77 paid monthly in arrears. The total annual rent consists of Shell Rent of \$113,418.54 and Operating Costs of \$42,170.70 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

From December 12, 2019 through December 11, 2022, the total annual rent shall be \$157,299.66, at the rate of \$13,108.31 paid monthly in arrears. The total annual rent consists of Shell Rent of \$115,128.96 and Operating Costs of \$42,170.70 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

- 6.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 100% (5,898 RSF/5,898 RSF) and the new Base Year for taxes shall be the taxes in the year of 2012.
- 7.) The Government's Adjustment for Vacant Space shall be a reduction of \$1.14/ABOA
- 8.) In accordance with the SFO paragraph 4.3 entitled "Operating Costs," the escalation base shall be \$42,170.70 (5,898 RSF X \$7.15).
- 9.) In accordance with the SFO paragraph 4.1.C entitled "Common Area Factor," the Common Area Factor shall be 1.0000 (5,898 RSF/5,898 ABOA).
- 10.) The total cost of the Tenant Improvements is \$1,188,509.85. 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 \$864,820.47. The remaining balance of \$323,689.38 shall be amortized monthly into the rent at the rate of seven and half percent (7.5) over the first five (5) years of the lease as stated in paragraph 5 above.

The Lessor agrees that the invoice shall be printed on the same letterhead as the party named on this lease, shall include the lease number, building address, and a price and quantity of the items delivered. **It 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:

INITIALS: NS & PL
LESSOR & GOV'T