

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 6 - (Revised -2)
LEASE AMENDMENT	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 upon the full execution of this amendment as follows:

- 1) To provide for a Notice to Proceed for Change Order (C/O) Revised Proposal #3 and provide for an anticipated date of completion; and
- 2) To change the total cost of the Tenant Improvements and/or Building Specific Security; and
- 3) To provide for the method of payment of the total Tenant Improvement and Building Specific Security cost; and
- 4.) All other terms and conditions of the lease shall remain in full force and effect.

See Attached

This Lease Amendment contains two (2) pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

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

Signature: _____
Name: NICK SOTO SR
Title: member
Entity Name: FCS-3 Harlingen
Date: 2-6-13

FOR THE GOVERNMENT

Signature: _____
Name: Don W.
Title: Lease Officer
GSA, Public Building Administration, Taylor St., Room 5A18
Ft. Worth, Texas 76102
Date: 2/7/2013

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Carla A. Friend
Title: V.P. of Operations
Date: 02-06-2013

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the alterations required in Change Order C/O Revised Proposal # 3 as it relates to [REDACTED] all of which are depicted in Exhibit "A." The total cost of the C/O Revised Proposal # 3 is \$10,322.40. The anticipated date of completion of all the Tenant Improvements (TI) and Building Specific Security (BSS) is February 21, 2013.

2.) The Government and the Lessor have agreed that the total cost of the TIs and BSS shall change from \$1,188,509.85 to \$1,198,832.25 [$\$1,061,707.00 + \$126,802.85 + \$10,322.40 = \$1,198,832.25$]. 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 costs covered by C/O Revised Proposal # 3 by the anticipated date of completion.

3.) The Government shall pay for a portion of the total TI cost by amortizing \$203,533.38 and a portion of the BSS cost in the amount of \$120,156.00 over the first five (5) years of the term, monthly in arrears, 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 \$875,142.87 [$\$1,198,832.25 - \$323,689.38 = \$875,142.87$] 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 results in a financial changes to the lease agreement, of any type must be approved by the GSA Contracting Officer.

To submit for payment the lump-sum payment amount of \$875,142.87. 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 PS0023038 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: Don W. Day
819 Taylor St., Room 5A18
Ft. Worth, Texas 76102
817-978-7018

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

INITIALS: *JD* & *WJ*
LESSOR & GOVT