

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-07B-16975
LEASE AMENDMENT	
ADDRESS OF PREMISES The Cano Building 101 N. Ware Road McAllen, TX 78504-1963	PDN Number: PS0023947

THIS AGREEMENT, made and entered into this date by and between CANO FAMCO

whose address is: 9101 N. 23RD STREET
MC ALLEN, TEXAS 78504-1963

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 acknowledge cancellation of Lease Amendment No. 4 and approve requested change orders in accordance with Exhibit A (5 pages), and made part of this lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. The Government and the Lessor acknowledge the cancellation of Lease Amendment No. 4. Lease Amendment No. 4 is hereby deleted from this Lease with no further force and effect.
2. The following changes are made in accordance with the changes clause of the General Clauses of the lease, section 552.270-14(2), Works and Services:

Change Order #1 (dated 8/27/2012) – Furnish and install storefront (including all materials and hardware) at conference room; furnish and install 195 lf of 1" conduit for [REDACTED]: [REDACTED]

Change Order #2 (dated 9/20/2012) – Ceramic tile change in Men's and Women's restrooms: [REDACTED]

Continued on Page 2

This Lease Amendment contains 2 pages plus Exhibit A.

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 [REDACTED]

Signature: [REDACTED]
 Name: [REDACTED]
 Title: PRESIDENT
 Entity Name: CANO FAMCO ON WARE RD
 Date: _____

FOR THE GOVERNMENT: [REDACTED]

Signature: [REDACTED]
 Name: Nancy Lopez
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, _____
 Date: 1/29/2013

WITNESSED [REDACTED]

Signature: [REDACTED]
 Name: _____
 Title: Personal Banker, Inter National Bank
 Date: 1/25/13

Change Order #3 (dated 9/20/2012) – Furnish and install additional wood benches and hooks in Men's and Women's restrooms; furnish and install display case: [REDACTED]

Change Order #4 (dated 9/16/2012) – Furnish and install loop detector, roll up door sensor and garage door opener button: [REDACTED]

Change Order #5 (dated 10/16/2012) – Furnish and install [REDACTED]: [REDACTED]

Change Order #6 (dated 9/16/2012) – Furnish and install required signage – allowance overage: [REDACTED]

TOTAL ADD FOR CHANGE ORDERS #1 - #6: \$57,166.11

3. The changes described above and in the attached Exhibit A (5 pages) pursuant to this Lease Amendment shall be maintained by the Lessor during the term of this lease. Lessor waives restoration of the premises for these changes. The total cost for the above work is **\$57,166.11**. All changes performed under this contract shall not exceed **\$57,166.11**.

Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$57,166.11** upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: GSA CONTRACTING OFFICER – Nancy Lopez
819 Taylor Street
Room 5A18
Ft. Worth, TX 76102-0181

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # **PS0023947**

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

4. 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."

5. All other terms and conditions remain in full force and effect.

INITIALS:  LESSOR &  GOVT