

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-07P-LTX17291
<b>LEASE AMENDMENT</b>	
ADDRESS OF PREMISES: McAllen-Hidalgo-Reynosa International Bridge, Hidalgo, Texas	PDN Number: PS0031580

**THIS AGREEMENT**, made and entered into this date by and between City of McAllen

whose address is: 1300 Houston  
McAllen, Texas 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. The purpose of this lease amendment is to give a notice to proceed for the change orders listed below.

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 Orders (C/O) #2, #17, #20, and provide for an anticipated date of completion; and
- 2) To change the total cost of the Tenant Improvements (TI); and
- 3.) To provide for the method of payment of the total Tenant Improvement; 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 plus the exhibit pages.

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

**FOR THE LESSOR:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: Pearl Summers-Garza  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, Leasing Division  
Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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 orders # 2, #17, and #20 as it relates to the construction and installations depicted in the scope of works provided in the attached Exhibit "A." The total cost of C/O # 2 is [REDACTED] C/O #17 is a credit for [REDACTED], C/O #20 is [REDACTED]. The total cost for all three (3) change orders is \$54,054.00. The anticipated date of completion of all the TIs' is on or before February 24, 2016.

2.) The Government and the Lessor have agreed that the total cost of the TIs shall change from \$1,796,214.10 (listed in Lease Amendment #2) to \$1,850,268.10 [REDACTED] for C/O #2 - [REDACTED] for C/O #17 + [REDACTED] for C/O #20 = \$1,850,268.10]. The total TI cost of \$1,850,268.10 includes all fees including by not limited to general and administrative costs, project management fees, profit, overhead, and any and all other fees associated with the completion of the TIs on or before the anticipated date of completion.

3.) The Government shall pay for the total TI cost by lump sum payment of \$1,850,268.10. Upon the completion of the TIs and the acceptance of the space by the Government, the subsequent space Acceptance Lease Amendment, with the exact amount of the lump-sum payment, will be determined by the Government. The Lessor shall be paid for the total amount of the TIs totaling \$1,850,268.10 using a lump-sum payment. The subsequent space Acceptance Lease Amendment shall include the terms and amounts of the scheduled total rent, including the breakdown of the annual Shell Rent amount, the annual Operating Cost amount (plus CPI adjustments), and the amount of the total lump-sum payment to the Lessor. Lessor may then submit for 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 PS0031580 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 800-676-3690.

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 email address: Pearl.Summers-Garza@gsa.gov.

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

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR LESSOR GOV'T