

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 6
	TO LEASE NO. GS-07P-17012
ADDRESS OF PREMISES 11204 MCPHERSON ROAD LAREDO, TEXAS 78045-6576	PDN Number: PS0027730

THIS AMENDMENT is made and entered into between

FLEX SPACE GROUP, LTD

whose address is: 10410 Medial Loop
Unit 1A
Laredo, Texas 78045-6612

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 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: FLEX SPACE GROUP, LTD

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: 12-10-13

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 12-23-2013

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: 12/10/13

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 Lessor's Construction Documents Addendum 10, dated 06/03/2013 and Government-approved DID's dated 07/06/2012. The total cost of the TIs and BSS shall not exceed \$2,234,742.22. The anticipated date of substantial completion of all the TIs and BSS and acceptance by the Government is on or before 120 calendar days from the date of execution of this Lease Amendment. 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 \$2,146,742.22 and the total cost of the BSS shall not exceed \$88,000.00 for a total cost of construction of tenant improvements not to exceed \$2,234,742.22. 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 8, and SFO paragraph 3.3, Tenant Improvement Rental Adjustment, in the amount of \$822,902.96 shall be amortized over the first ten (10) years of the term at an interest rate of 5%. The BSS, per the lease paragraph 13, in the amount of \$88,000.00 shall be amortized over the first ten (10) years at an interest rate of 5%.

The remaining balance of \$1,323,839.26 [\$2,234,742.22 (Total TI and BSS Cost) – \$822,902.96 (TI amortized) – \$88,000.00 (BSS amortized)] will be paid by lump-sum, upon substantial completion and acceptance of the space by the Government.

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 \$1,323,839.26 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 PS0027730** 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@gsa.gov 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
817-978-4336

You must not perform any alterations nor install any lump sum items not approved in writing by the Contracting Officer. This includes any additional items which are not covered by this lease and for which an award has not specifically been made. Failure to adhere to these instructions could result in lengthy delays in payment of invoices for such work.

INITIALS:

KA
LESSOR

&

[Signature]
GOV'T