

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-07B-17206
<b>ADDRESS OF PREMISES</b> PORT A 361 BUILDING 2314 STATE HIGHWAY 361 PORT ARANSAS, TX 78373-4803.	PDN Number: PS-0030617

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

**THOMAS H. YATES JR.** INDIVIDUAL, AS 100% OWNER

whose address is: [REDACTED]

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 (LA) is to memorialize the Notice to Proceed (NTP) for Tenant Improvements (TIs) and Tenant Specific Security (TSS) which exceed the Tenant Improvement Allowance and provide for an anticipated date of completion.

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 a Notice to Proceed for Change Order No. 2, 3, 5, 6, 7, 8, 10, 12, 13, 15, 16, 17, 19, 20, 21, 22, 23 and 24; and provide for an anticipated date of completion; and
- 2.) To change the total cost of the Tenant Improvements and Tenant Specific Security (TSS); and
- 3.) To provide for the method of payment of the Tenant Improvements and Tenant Specific Security (TSS); and
- 4.) All other terms and conditions are in full force and effect.

**See Attached**

This Lease Amendment contains 74 pages inclusive of Exhibit "A".

IN WITNESS WHEREOF, the parties subscribed their names as of

**FOR THE LESSOR:**  
**THOMAS H. YATES JR., INDIVIDUAL, AS 100% OWNER**

Name: [REDACTED]  
 Signature: [REDACTED]  
 Signature: [REDACTED]  
 Name: [REDACTED]  
 Title: [REDACTED]  
 Entity Name: [REDACTED] Individual,  
 As 100% Owner  
 Date: 4-13-15

**FOR** [REDACTED]  
 Signature: [REDACTED]  
 Name: Thomas Bell  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
300 E. 8th St., Room G150  
Austin, TX 78701  
 Date: 4-14-15


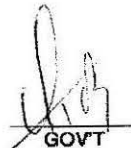
**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
 Name: [REDACTED]  
 Title: [REDACTED]  
 Date: 4-13-15

- 1) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction of the Tenant Improvements (TI's) in accordance with Change Order (C/O) No. Change Order No. 2, 3, 5, 6, 7, 8, 10, 12, 13, 15, 16, 17, 19, 20, 21, 22, 23 and 24 totaling \$45,228.05; which is depicted in the attached Exhibit "A" (71 Pages). The anticipated date of completion of all the TI's and TSS is March 1, 2015.
- 2) The Government and the Lessor have agreed that the total cost of the TI's and TSS shall change from \$1,087,741.63 to \$1,132,969.68 as indicated in the chart below:

ITEM	Description	Total
-	Approved TI's and TSS in accordance with Lease Amendment No. 3	[REDACTED]
C/O 1	Not Accepted / Approved by the Government	
C/O 2	Boat lot constructed with recycled asphalt	
C/O 3	Additional LAN room receptacles	
C/O 4	Not Accepted / Approved by the Government	
C/O 5	Substitution of Fusion Grout for Epoxy Grout	
C/O 6	Deletion of window treatments	
C/O 7	Delete NE light pole	
C/O 8	Additional lighting for N side exterior of building	
C/O 9	Not Accepted / Approved by the Government	
C/O 10	Power and data outlet for monitor in Agent Office 123	
C/O 11	Not Accepted / Approved by the Government	
C/O 12	Install dedicated circuit for emergency lighting	
C/O 13	Tree and landscape removal	
C/O 14	Not Accepted / Approved by the Government	
C/O 15	New AEP Security Light mounted on power pole.	
C/O 16	Relocate the transformer within the property boundary. (Government / Lessor split cost).	
C/O 17	Fencing changes	
C/O 18	Not Accepted / Approved by the Government	
C/O 19	Generator start-up cost.	
C/O 20	New window blinds in Flex Space 206.	
C/O 21	Additional statutory signage.	
C/O 22	Supply and install recycled rubber speed bumps.	
C/O 23	Supply and install Micro PC in MSA room.	
C/O 24	Extend automatic gate card reader pedestals.	
<b>Revised Total TI's and TSS</b>		<b>\$1,132,969.68</b>

The TI and TSS 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's and TSS by the anticipated date of completion.

INITIALS:  LESSOR &  GOVT

- 3) The total cost of the TIs and TSS is \$1,132,969.68 [\$860,303.63 (TIs) + \$227,438.00 (TSS) + \$45,228.05 (Approved Change Orders) = \$1,132,969.68], and shall be paid by a lump-sum payment upon the completion of the TIs and TSS, and the acceptance thereof by the Government.

Any changes to the Construction Drawings (CDs), which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer. The Lessor remains responsible for the accuracy of the Construction Drawings when compared to the Government approved Design Intent Drawings and in accordance with the terms of Lease. The Government does not make approval; and is not responsible for the accuracy of CDs.

Upon completion of the TIs and TSS, and the acceptance thereof by the Government, the rent commencement date and the adjusted rent schedule (if required due to the amount amortized) shall be established by a separate Acceptance LA. The subsequent Acceptance LA shall include the term of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, and the lump-sum amount of the TI and TSS costs.

Once the exact amount of the lump-sum payment has been determined by both parties and the Acceptance LA is fully executed by the Government and the Lessor, then the Lessor may submit for the lump-sum-payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the name 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 PS-0030617** 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:

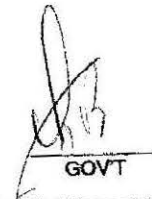
General Services Administration  
 ATTN: Jeffrey Navarro  
 300 E. 8th St., Room G150  
 Austin, TX 78701  
 Tel: 512-916-5957  
 Email: jeffrey.navarro@gsa.gov

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

INITIALS:


  
LESSOR

&amp;


  
GOVT