

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. <u>GS-07B-17042</u>
ADDRESS OF PREMISES 4849 North Mesa El Paso, TX 70012-5916	PDN Number: <u>NA</u>

THIS AMENDMENT is made and entered into between PlainsCapital Bank, a Texas state banking association (Lessor) whose address is:
2323 Victory Ave. Ste. 1400
Dallas, TX 75219-7895

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government;

WHEREAS, the Government entered into the above-referenced Lease with First National Bank, Edinburg, Texas ("FNB");

WHEREAS, effective September 13, 2013 (the "Transaction Date"), PlainsCapital Bank, entered into a purchase and assumption transaction with the FDIC, in its capacity as receiver for FNB, and acquired certain assets and assumed certain liabilities of FNB (the "Transaction"), pursuant to which PlainsCapital acquired the Property and the Lease; and

WHEREAS, the parties hereto desire to amend the above Lease.


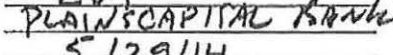

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective September 13, 2013, as follows:

1. PlainsCapital Bank, Lessor, hereby assumes all obligations of Lease No. GS-07B-17042, as amended, arising on or after the Transaction Date and agrees to perform same in accordance with the terms, conditions, and provisions thereof. Lessor further assumes liability for the incomplete punch list items identified in the attached Exhibit A. Lessor ratifies and confirms the terms of Lease No. GS-07B-17042 (GSA Form L202 and Exhibits A-H) which was executed by FNB on January 23, 2013.
2. The Government hereby reserves all claims and demands arising prior to the Transaction Date under Lease No. GS-07B-17042 against FNB and/or the FDIC, as receiver for FNB ("Former Lessor"). Nothing contained herein shall be construed as releasing the Former Lessor from the Former Lessor's obligations under the terms of the Lease.

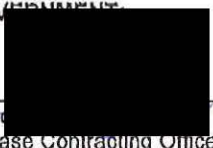
This Lease Amendment contains 2 pages.

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

FOR THE LESSOR


Signature: 
Name: 
Title: 
Entity Name: PLAINSCAPITAL Bank
Date: 5/29/14

FOR THE GOVERNMENT

Signature: 
Name: W. Day
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 9/22/2014

WITNESSED FOR _____:

Signature: 
Name: 
Title: ops Manager
Date: 5/29/14

3. The Government agrees to accept the furnishings of the aforesaid premises in accordance with the terms, provisions, and conditions of said Lease, as amended, reserving however, all the Government's rights against Lessor and Former Lessor.
4. PlainsCapital Bank, Lessor, waives all rights to payments under the subject lease as against the Government arising prior to the Transaction Date.
5. Rent checks shall be made payable to: 
6. PlainsCapital Bank, Lessor, agrees to be added to ACH Vendor Enrollment per the Debt Collection Improvement Act, which became effective July 27, 1996, and further agrees to complete Standard Form 3081, ACH Vendor/Miscellaneous Payment Enrollment, and return it along with this agreement.
7. PlainsCapital Bank, Lessor, agrees to complete and return the GSA Form 3518, Representations and Certifications, which will be attached and made a part of this agreement.
8. PlainsCapital Bank, Lessor, agrees to register in Dun & Bradstreet, Data Universal Numbering System (DUNS). PlainsCapital Bank, Lessor, also agrees to register in the System of Acquisition Management (SAM) [formerly Central Contractor Registration (CCR)] database and update registration annually to maintain an active status through final payment of this lease.
9. Former Lessor confirms the transfer and waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease No. GS-07B-17042 after the Transaction Date.
10. Notwithstanding the foregoing, all payments heretofore made by the Government to the Former Lessor and all other payments and actions hereto taken by the Government pursuant to its obligations under the contract shall be deemed to have discharged the Government's obligations under the contract to the extent of the amounts so paid or reimbursed or such actions taken. The actual change of ownership took place on the Transaction Date and the rent payments from that date through March 2014 were paid to Lessor and both Lessor and Former Lessor waive rental claims stemming from those payments. Rent payments from April 2014 forward shall be paid to Lessor pursuant to the terms of this Lease, as amended.
11. PlainsCapital Bank (Lessor) agrees to indemnify and then save harmless the United States of America from and against any actions, loss, claims, or damages the United States of America may suffer or sustain by reason of any claim being asserted that the United States of America has failed to pay rental required under the Lease, so long as the Government has, in fact made such rental payments as required under the terms of the Lease, as amended herein.
12. All other terms and conditions of the Lease shall remain in force and effect.

INITIALS:


LESSOR

&


GOVT