

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07P-LTX17291
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 Tenant Improvements (TIs).

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:

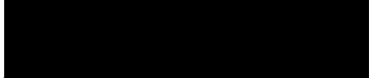
- 1) Description of the TIs to be constructed; and provide for an anticipated date of completion; and
- 2) To provide for a Notice to Proceed; and
- 3) To establish the total cost of the TIs; and
- 4) To provide for the method of payment of the total TIs; and
- 5) All other terms and conditions of the lease shall remain in full force and effect.

See Attached

This Lease Amendment contains two (2) pages plus Exhibit "A."

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

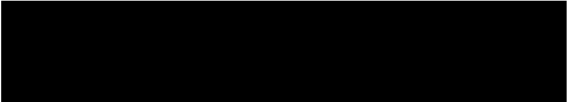
FOR THE LESSOR:

Signature: 
 Name: Roel "Roy" Rodriguez
 Title: City Manager
 Entity Name: City of McAllen
 Date: May 27, 2015

FOR THE GOVERNMENT:

Signature: 
 Name: 
 Title: GSA, Public Buildings Service, Leasing Division
 Date: 5-27-15

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Administrative Supervisor
 Title: Administrative Supervisor
 Date: May 27, 2015

1.) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the TIs, as depicted and according to the Construction Drawings consisting of 121 pages created by S&B Infrastructure, Ltd., located at 5408 N. 10th Street, McAllen, Texas, dated March 3, 2015 including revision #3 with an original issue date of February 9, 2015.

The Lessor remains responsible for the accuracy of the Construction Drawings when compared to the Government approved Design Intent Drawings. The Electrical Requirements and Tenant Improvement Cost Summary (TICS) table are provided in Exhibit "A" which outlines the cost of the negotiated TIs for this project and they have been deemed fair and reasonable.

2.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction of the TIs and BSAC. The anticipated date of completion of all the TIs and BSAC is January 24, 2016.

3.) The Government and the Lessor have agreed that the total cost of the TIs is \$1,796,214.10. The TIs 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 TIs by the anticipated date of completion.

Any changes of the Construction Drawings, which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

4.) The Government shall pay for the total TI Cost by lump sum payment of \$1,796,214.10. Upon the completion of the TIs 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 LA.

Once the exact amount of the lump-sum payment has been determined by both parties and the 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 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

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

INITIALS:


LESSOR

&


GOVT