

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07B-17070
ADDRESS OF PREMISES: 500 E Mann Rd Laredo, TX 78041	PDN Number: 0028071

**THIS AGREEMENT**, made and entered into this date by and between Merlin Mann Investments, LLC

whose address is: 216 W. Village Blvd, Suite 302  
Laredo, TX 78041-2322

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, and Building Specific Security.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 15, 2014 upon the full execution of this amendment as follows:

- 1) Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued.
- 2) Description of the scope of work and provide an anticipated completion date; and
- 3) To provide for a Notice to Proceed; and
- 4) To establish the total cost of the Tenant Improvements (TIs) and Building Specific Security (BSS); and
- 5) To provide for the method of payment of the total TIs and BSS; and
- 6) All other terms and conditions of the lease shall remain in full force and effect.

See Attached

This Lease Amendment contains two (2) pages.

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

**FOR THE LESSOR:**

Signature: \_\_\_\_\_  
Name: BRUCE R. RAYSON  
Title: MANAGER  
Entity Name: MERLIN MANN INVESTMENTS LLC  
Date: JANUARY 17, 2014

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, Leasing Division  
Date: 1-22-14

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 01-17-2014

1.) Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the Lease to “GSA Form 276” or “Supplemental Lease Agreement” shall be now hereby construed to mean “Lease Amendment.”

2.) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the TIs and BSS as depicted and according to the Construction Drawings consisting of forty six (46) pages created by Redline Architecture, located at 121 Calle Del Norte, Suite 103, Laredo, TX 78041 dated May 2, 2013 and revised on November 9, 2012, November 21, 2012, January 4 2013, February 8, 2013, March 20, 2013, April 19, 2013, and May 2, 2013.

The Lessor remains responsible for the accuracy of the Construction Drawings when compared to the Government approved Design Intent Drawings.

3.) 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 BSS. The anticipated date of completion of all the TIs and BSS is September 20, 2014.

4.) The Government and the Lessor have agreed that the total cost of the TIs and BSS is \$ 1,892,241.72. 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 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.

5.) The Government shall pay for a portion of the total TI Cost by amortizing \$558,099.00 over the first five (5) years of the firm term, monthly, in arrears, at an interest rate of 9.95%. Additionally, the Government shall pay for a portion of the BSS cost by amortizing \$328,233.35 over the first five (5) years firm term, monthly, in arrears, at an interest rate of 9.95%. The total amount the Lessor shall amortize is \$886,332.35. The remaining balance of **\$1,005,909.37** [\$1,892,241.72 (Total TI, BSS, and A-11 items) – \$558,099.00 (TI amortized) – \$328,233.35 (BSS amount amortized) = \$1,005,909.37] shall be paid by a lump-sum payment.

Upon the completion of the TI and BSS, 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 annual amortized TI and Building Specific Amortized Capital (BSAC) cost (if any).

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 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 PS0028071** 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: David Garrison**  
819 Taylor Street, Room 11B  
Fort Worth, TX 76102  
817-978-0345

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

INITIALS:

 LESSOR &  GOV'T