

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LTX17322
ADDRESS OF PREMISES 2500 S.BICENTENNIAL BLVD., SUITES 104 & 105 MCALLEN, TEXAS 78503-3140	PDN Number: PS0029238

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

**CITY OF MCALLEN**

whose address is: 1300 W. Houston, Suite 100, McAllen, Texas 78501-5002

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 incorporate the Design Intent Drawings and to give a Notice to Proceed for Tenant Improvements (TIs) and Tenant Specific Security (TSS).

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:

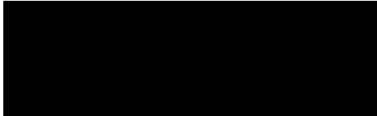
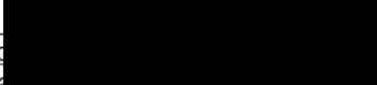
- 1) To incorporate the Design Intent Drawings (DIDs) into the lease agreement; and
- 2) To establish the pricing for the Offeror's Fee Schedule; and
- 3) Description of the TIs and TSS to be constructed; and
- 4) To provide for a Notice to Proceed and provide an anticipated completion date; and
- 5) To establish the total cost of the TIs and TSS; and
- 6) To provide for the method of payment of the total TIs and TSS; and
- 7) All other terms and conditions of the lease shall remain in full force and effect.

See Attached

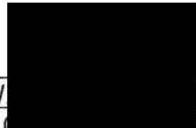
This Lease Amendment contains 6 pages inclusive of Exhibits A and B.

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


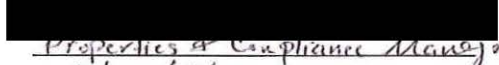
**FOR THE LESSOR:**

Name:   
Signature:   
Name: Roy Rodriguez  
Title: City Manager  
Entity Name: City of McAllen  
Date: 6/25/14

**FOR THE GOVERNMENT:**

Signature:   
Name: Don Williams  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
819 Taylor Street, Room 11B  
Fort Worth, TX, 76102-0181  
Date: 9/9/2014

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name:   
Title: Properties & Compliance Manager  
Date: 6/25/14

1) The Design Intent Drawings, dated April 7, 2011 created by URS Corporation, consisting of two (2) pages for this build-out of the lease space located at, 2500 S. Bicentennial Blvd., Suites 104 and 105, McAllen, Texas 78503-3140, which are attached and incorporated into the Lease as depicted in Exhibit "A".

2) The Government and the Lessor negotiated the pricing of the Offeror's Fee Schedule and will be followed for the entire lease term.

General Conditions	\$18,300.00
General Contractor's Fee	\$22,233.60
Architectural & Engineering Fees	\$30,015.36
Lessor's Project Management Fees	\$18,009.22

3) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the TIs and TSS according to the referenced Construction Drawings consisting of 356 pages created by URS Corporation located at 1000 Abernathy Rd NE, Atlanta, GA. 30368-6183, and dated August 22, 2011. The Lessor remains responsible for the accuracy of the Construction Drawings when compared to the Government incorporated Design Intent Drawings. The Tenant Improvement Cost Summary table (TICS) table is provided in Exhibit "B" which outlines the cost between, TIs and Shell for this project.

4) Upon this LA being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction of the TIs and TSS. The anticipated date of completion of all the TIs and TSS is July 1, 2014.

5) The Government and the Lessor have agreed that the total cost of the TIs and TSS is \$348,178.18 as depicted in the attached Exhibit " B." The TIs and TSS costs include all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TIs and TSS 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 Leasing Contracting Officer.

6) The total cost of the TIs and TSS is \$ 348,178.18 [\$283,509.18 (TIs) + \$64,669.00 (TSS) = \$348,178.18], and shall be paid by a lump-sum payment upon the completion and acceptance by the Government.

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 LA. The subsequent LA shall include the term of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, and lump-sum amounts for the TIs and TSS.

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 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 PS0029238** 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:

INITIALS: RR & hl  
 LESSOR & GOV'T

General Services Administration  
**ATTN: Don W. Day**  
819 Taylor St., Room 11B, Ft. Worth, Texas 76102-0181  
817-978-7018

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

INITIALS: RR & WD  
LESSOR GOV'T