

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07P-LTX17322
ADDRESS OF PREMISES: 2500 S. Bicentennial Blvd. Suites 104 and 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. Purpose of this Lease Amendment is to accept the Tenant Improvements (TIs) and Tenant Specific Security (TSS) as substantially complete.

- 1.) To accept the Tenant Improvements as substantially complete; and
- 2.) To establish the Commencement Date of the lease rental payments; and
- 3.) To establish the square footages of the leased space; and
- 4.) To provide the annual rental amounts; and
- 5.) To establish the reduction amount for vacant space; and
- 6.) To establish the Base for the Operating Cost adjustment; and
- 7.) To establish the Common Area Factor; and
- 8.) To provide for the payment of the total TIs and TSS; and
- 9.) All other terms and conditions are in full force and effect.


NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 14, 2014, as follows:

See Attached

This Lease Amendment contains 6 pages inclusive of Attachment "A".

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


FOR THE LESSOR:

Signature: 
Name: _____
Title: City Manager
Entity Name: City of McAllen
Date: 8/26/14

FOR THE GOVERNMENT:

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

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Isaac Tawail
Title: Assistant City Attorney
Date: 6.26.14

1.) The tenant improvements have been *substantially* completed and the government accepts the leased space on July 14, 2014. The Lessor and the Government agree that the requirements specifically identified in Attachment "A", GSA Form 1204 Condition Survey Report of this lease have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 15 days of the Government's acceptance of the space for occupancy. Within 7 days of the completion date for the Lessor to cure the deficiencies in Attachment "A" of this lease, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.

2.) The Commencement Date of the rental shall be July 14, 2014 and shall expire on July 13, 2024, subject to the termination rights and renewal rights set forth in the lease.

3.) The leased premise square footage shall be 3,495 Rentable Square Feet (RSF) yielding 3,495 ANSI/BOMA Office Area (ABOA).

4.) The Government shall pay the Lessor annual rent as follows:

From July 14, 2014 through July 13, 2019, the total annual rental shall be \$176,392.68 at the rate of \$14,699.39 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$124,491.93, annual Operating Costs of \$51,900.75 plus annual Operating Cost adjustments.

From July 14, 2019 through July 13, 2024, the total annual rental shall be \$121,101.72 at the rate of \$10,091.81 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$69,200.97, annual Operating Costs of \$51,900.75 plus annual Operating Cost adjustments. There are no annual Tenant Improvement Amortization or Building Specific Amortized Capital Allowances.

5.) The Government's Adjustment for Vacant Space shall be a reduction of \$9.91/ABOA.

6.) In accordance with the Lease paragraph 1.07 entitled "Operating Cost Base", the escalation base shall be \$51,900.75(3,495 RSF X \$14.85).

7.) In accordance with the Lease paragraph 1.01 entitled "The Premises", the Common Area Factor shall be 1.0000 (3,495 RSF/3,495 ABOA).

8.) 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 lump-sum payment upon the completion and acceptance by the Government.

The exact amount of the lump-sum payment is \$348,178.18. To submit for the payment of the lump-sum payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the party named on this lease, shall include the lease number, building address, and a price and quantity of the items delivered. **It 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 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

INITIALS: *B* & *W*
LESSOR & GOVT

The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

Don W. Day
U.S. General Services Administration
819 Taylor Street 7PRA; Room 11 B
Fort Worth, Texas 76102-0181

9.) All other terms and conditions of the lease shall remain in full force and effect.

INITIALS:  & 
LESSOR GOV'T