

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
LEASE AMENDMENT	TO LEASE NO. GS-07P-LTX17365
ADDRESS OF PREMISES 500 East Mann Road Laredo, TX 78041-2630	PDN Number: PS0034128 ✓

THIS AMENDMENT is made and entered into between Merlin Mann Investments, LLC

whose address is: 216 West Village Boulevard, Suite 302, Laredo, Texas 78041

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to provide a Notice to Proceed on the construction of the Tenant Improvements (TI) and Tenant Specific Security (TSS).

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

- 1) To provide a Notice to Proceed on the TI and TSS; and
- 2) To establish the total TI and TSS costs; and
- 3) To establish the amortization allowances, rate and term; and
- 4) To provide the instructions for lump-sum payment; and
- 5) All other terms and conditions of the lease shall remain in full force and effect.

- 1) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on all the TI and TSS to be constructed per the Construction Drawings (CDs) that were created by Redline Architecture, LLC. Of Laredo, Texas, and last revised on July 17, 2015. The referenced CDs are 100% completed and consist of 25 pages. The cost of the TI and TSS pricing is described in the attached Exhibit "A" (TICS Summary). The anticipated date of completion of all the construction is August 1, 2016.

This Lease Amendment contains 3 pages inclusive of Exhibit "A".

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

FOR THE LESSOR:

Signature: _____

Name: Don W. Day

Title: Lease Contracting Officer

Entity Name: Merlin Mann Investments, LLC

Date: FEB 5, 2016

FOR THE GOVERNMENT:

Signature: _____

Name: Don W. Day

Title: Lease Contracting Officer

819 Taylor St. , Room 11B,
Ft. Worth, Texas 76102-6124

GSA, Public Buildings Service, Leasing Division

Date: 2/8/2016

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: Jose S. Garcia

Title: Controller

Date: 02-05-2016

This Lease Amendment (LA) does not release the Lessor for the liability for accuracy of the CDs when compared to the GSA approved DIDs dated May 8, 2015.

Any changes to the CDs which result in any financial, conditional, or term change to the lease agreement, of any type, must be approved, in writing, and in advance of any resulting work performed, by the GSA Contracting Officer.

- 2) The Lessor and the Government agree that the total cost of the improvements paid for by the Government is \$1,640,852.82. The total cost consists of \$1,390,843.23 of TI and \$250,009.59 of TSS. The total cost includes all fees including but not limited to general and administrative costs, project management fees, profit, overhead, and any and all other fees associated with the completion of the construction on or before the anticipated date of completion.
- 3) The TI Allowance per the Lease Agreement is \$465,855.71 and the TSS Allowance is \$89,200.00. The Allowances shall be amortized into the rent over the first five (5) years of the term at the rate of 6.5%. The Government retains the right to buy-down all or a portion of these amounts.
- 4) The Government shall pay for the total TI and TSS cost of \$1,640,852.82 by amortizing an amount of \$555,055.71 [$\$465,855.71 + \$89,200.00$ (the amortized allowances)] in the rent. The remaining balance of \$1,085,797.11 [$\$1,640,852.82$ (total cost of TI and TSS) - $\$555,055.71$ (TI amortized allowances) = $\$1,085,797.11$] shall be paid by a lump-sum payment.

Upon the completion of the construction and the acceptance of the space by the Government, a subsequent space Acceptance Lease Amendment, with the exact amount of the lump-sum payment, will be delivered for signature to the Lessor. The Lessor shall be paid for the total amount of the TIs and TSS totaling \$1,640,852.82 using a combination of amortized allowance amounts and a lump-sum payment. The subsequent space Acceptance Lease Amendment shall include the terms and amounts of the scheduled total rent, including the breakdown of the annual Shell Rent amount, the annual Operating Cost amount (plus CPI adjustments), and the annual amortized TI costs, TSS cost, and the amount of the total lump-sum payment to the Lessor. Upon receiving a fully executed LA, Lessor may then submit for the lump-sum payment.

The Lessor agrees that the invoice submitted 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 PS0034128** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gas.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.

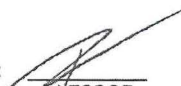

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

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 address:

General Services Administration
ATTN: Don W. Day
819 Taylor Street, Room 11B
Fort Worth, TX 76102-6124

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

INITIALS:  LESSOR &  GOV'T