

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07P-LTX17145
ADDRESS OF PREMISES 110 East Broadway Del Rio, TX 78840	PDN Number: PS0032152

**THIS AMENDMENT** is made and entered into between **CITY OF DEL RIO**

whose address is: 109 W. Broadway  
Del Rio, TX 78840

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 No. 2 is to 1) to provide Notice to Proceed for the construction of the improvements, 2) to update the Agency Specific Requirements (ASR), 3) to update the rental schedule, and 4) to provide payment of the improvements.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Upon full execution and delivery of the Lease Amendment No. 2, the Lessor can consider this a Notice to Proceed (NTP) with the construction of the improvements described in Exhibit A – LA#2 dated May 5, 2014. The total cost for the improvements is \$107,780.75. \$37,400.00 shall be amortized into the rent over the first five (5) years of the term at the rate of 2.0%. Upon completion and acceptance of the space, the rental rate shall be adjusted to reflect the total cost of the Improvements and will be memorialized in the commencement Lease Amendment. The total cost of the Improvements includes all Lessor's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Lessor's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents and to complete the Tenant Improvements. The Government hereby orders the total cost of the Improvements in the amount not to exceed \$107,780.75 in accordance with pricing costs provided by the Lessor.
2. Exhibit A, Agency Specific Requirements, Dated July 27, 2012 of the Lease is hereby deleted in its entirety and replaced with the attached Exhibit A – LA#2, Agency Specific Requirements, Dated May 5, 2014 (13 pages).
3. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

This Lease Amendment contains 15 pages.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR**  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity Name: City of Del Rio  
 Date: 10-5-2015

**FOR THE GOVERNMENT**  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 10-7-2015

**WITNESSED FOR THE LESSOR BY:**  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: City Attorney  
 Date: 10/5/2015

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
PARKING <sup>1</sup>	\$14,470.19	\$14,470.19
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>2</sup>	\$7,866.46	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$22,336.65</b>	<b>\$14,470.19</b>

<sup>1</sup>The Parking is comprised of \$13,750.00 in parking rent and \$720.19 in operating costs for years 1-10.

- CPI Adjustments are not applicable to operating costs for the duration of the Lease.

<sup>2</sup>Building Specific Amortized Capital (BSAC) of \$37,400.00 is amortized at a rate of 2.0 percent per annum over 5 years.

4. Upon substantial completion, inspection, and acceptance of the entire space by the Contracting Officer, the Government shall reimburse the Lessor in a lump sum payment in the amount not to exceed \$70,380.75 (\$107,780.75 Total Cost - \$37,400.00 BSAC amount amortized) for the work that has been authorized.

To submit for 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 **PS0032152** and shall be sent electronically to the GSA Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov). 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 invoices 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

The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Leasing Specialist electronically at [thomas.sisson@gsa.gov](mailto:thomas.sisson@gsa.gov) or at the following address:

GSA, Leasing Division  
 Attention: Thomas Sisson  
 819 Taylor Street  
 Fort Worth, TX 76102

INITIALS:  LESSOR &  GOVT