

General Services Administration Public Buildings Service Lease Amendment	Lease Amendment No: 1
	To Lease No. GS-07P-LTX17269
Address of Premise: Amarillo National Bank, Plaza Two, 500 South Taylor Street, Suite 300, Amarillo, TX 79101-2442	PDN Number:

THIS AMENDMENT is made and entered into between: **Amarillo National Bank**
whose address is: **410 South Taylor Street, Amarillo, TX 79101**

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 authorize the Lessor to commence alterations.

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 **August 18, 2015** as follows:

The purpose of this Amendment to the Lease is to provide for the alterations and construction of improvements for the Renovation of the space for [REDACTED] located on the 3rd floor of the Amarillo National Bank, Plaza Two (i.e. the [REDACTED] Space"), in accordance with the Lease. The provisions of this Lease Amendment shall also include and define the terms of payment to the Lessor for the costs of constructing the described improvements to ready the space for occupancy by the [REDACTED].

A. Contracting Officer's Notice to Proceed:

- A. The Lessor is hereby authorized to commence the alterations and construction of improvements to the [REDACTED] Space in accordance with the Lease and provisions of this Lease Amendment, in compliance with all applicable federal, state and local codes and ordinances. The Lessor is to provide all labor, materials and equipment required for the alterations and construction of improvements, and thereafter, is to maintain the [REDACTED] Space and its constructed improvements as provisioned in the Lease.

B. Alterations and Improvements: (Continued on Page 2)

This Lease Amendment contains 3 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.

<p>FOR THE [REDACTED]</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Entity Name: Amarillo National Bank</p> <p>Date: <u>18 Aug 2015</u></p>	<p>FOR THE [REDACTED]</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: <u>8-19-2015</u></p>
<p>WITNESSED FOR THE LESSOR BY:</p> <p>Signature: [REDACTED]</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: <u>08/18/2015</u></p>	

[Handwritten signatures]

1. The Construction Documents and Drawings as prepared by James I Williams and Associates Architects and identified by its Project No. Amarillo National Bank Plaza Two 3rd Floor [REDACTED] Reduction dated June 27, 2015, describe and illustrate the alterations and construction of tenant improvements to be completed under this Lease Amendment (i.e. the "Work").

Notwithstanding the above, the Government does not warrant the technical accuracy of the referenced Construction Documents and Drawings, but acknowledges that the Lessor had based its pricing and total costs for the above described Work, and that any changes thereto ordered by the Government shall constitute a requested change to the described Work (i.e. a "Change Order").

Substantial Completion of the Work shall occur no later than **seventy five (75)** working days from the effective date of this Lease Amendment. All alterations and constructed improvements to the [REDACTED] Space shall remain the property of the Lessor, and the Lessor waives all rights to restoration.

2. The costs for the alterations and construction of improvements to be completed shall not exceed the Tenant Improvements Costs identified in the Lessor's Costs Proposal dated **January 9, 2015**, as attached and made part of this Lease Amendment (Attachment A), in the sum of **\$121,700.00**, except to the extent the Government requests a Change Order resulting in a re-computation of the Tenant Improvements Costs to be approved by the Contracting Officer and authorized in a subsequent Lease Amendment.
3. As provisioned in GS-07P-LTX17269, the Lessor is to provide a Tenant Improvement Allowance of **\$121,700.00**. Change Order(s) resulting in a re-computation of the Sum of Cost that Exceeds the Allowance shall be approved by the Contracting Officer and authorized in a subsequent Lease Amendment

C. General Conditions:

1. Work Scheduling Agreement - The Lessor shall make the necessary arrangements with the Contracting Officer and the [REDACTED] Space representative(s) in scheduling and performing the Work to result in a minimum amount of interference to the activities of the Government. Lessor shall also provide a Project Schedule to the Contracting Officer within **five (5) business days** from the effective date of this Lease Amendment No.1 and its Notice to Proceed.
2. Lessor's Employees /Contractor(s) - Each employee of the Lessor and employees of contractor(s) and/or subcontractor(s) hired to perform the Work provisioned under this Lease Amendment shall be (1) a citizen of the United States of America, (2) an alien who has been lawfully admitted for permanent residence as evidence by an Alien Registration Receipt Card Form 1-151, or (3) a person who presents evidence from the U.S. Citizenship and Immigration Services (USCIS) that employment by the Lessor will not affect his/hers immigration status.

In addition to the above requirements, each employee of the contractor(s), prior to commencing work on the [REDACTED] space, must undergo a background check by [REDACTED] representative. The Lessor shall provide the designated [REDACTED] representative with a list containing the name, date of birth, and social security number of each individual working within the [REDACTED] Space to initiate the investigation by the [REDACTED].

3. Inspections - All material, equipment and workmanship shall be subject to the inspection and approval of the Contracting Officer or its representative. All work unsatisfactorily performed shall be corrected and made acceptable to the Government.
4. Indemnity - The Lessor shall save and keep harmless the Government against any and all liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way indecent to or arising out of the service, operations, or performance of work in connection with this Lease Amendment, resulting in whole or part from the negligent acts or omissions of the Lessor.

INITIALS:


 Lessor

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