

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No.2
	TO LEASE NO. GS-07P-LTX17409
ADDRESS OF PREMISES 3423 IH 35 North, Cotulla, Texas 78014-9998	PDN Number: NA

THIS AMENDMENT is made and entered into between UIRC-GSA Cotulla, TX., LLC.

whose address is: 15700 West 103rd. Street, Suite 100, Lemont, Illinois 60439-9610

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 provide for an increase in amount of parking spaces for personal owned vehicles. An increase in the operating cost for additional maintenance of equipment in the vehicle maintenance building.

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 change the amount of surface parking spaces from a total of 74 to a total of 149 parking spaces which includes parking for personal owned vehicles, and
- 2) To change the rental payment schedule due to increase in operating cost; and
- 3) To change the Base Cost of Services; and
- 4) To amend the language for the Government Services Contract; and
- 5) All other terms and conditions of the lease shall remain in full force and effect.

This Lease Amendment contains 5 pages inclusive of Exhibit B.

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

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Entity Name: UIRC-GSA Cotulla, TX. LLC.

Date: 10/29/15

Lease Contracting Officer
819 Taylor St. , Room 11B,
Ft. Worth, Texas 76102-6124
GSA, Public Buildings Service, Leasing Division

Date: 10/29/2015

WITNESSED FOR

Signature: _____

Name: _____

Title: _____

Date: 10/29/15

- 1) Lease paragraph 1.02 Express Appurtenant Rights, Part A - Parking, is hereby deleted and replaced with the following: Parking: 149 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 11 shall be covered canopies outside parking spaces, and 138 shall be open surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. The 149 parking spaces shall be provided to the Government at NO additional charge to the Government.
- 2) The new Rental amounts shall be as follows: From November 1, 2015 through June 29, 2027, the total annual rental shall change from \$565,262.49 to \$566,762.52 at the rate of \$47,230.21 paid monthly in arrears. The total annual rent consists of Shell Rent of \$459,762.84, annual Operating Costs of \$106,999.68, which includes annual CPI adjustments.
- 3) For the purposes of Consumer Price Index adjustments as provided in the lease agreement, the revised Base Cost of Services shall be \$106,999.68.
- 4) Section 7.01 Paragraph, Additional Terms & Conditions, Government Contract Services is hereby deleted and replaced with the following:
- The Agency [REDACTED] shall be solely responsible, through a separate services contract, to provide for the storage and disposal of all fuel, oil, grease, vehicle fluids, or containers associated with the vehicle maintenance facility and the cost required for the daily upkeep and cleaning of the shop area.
- The Lessor shall be responsible for the maintenance and, as needed, replacement of the following equipment associated with the vehicle maintenance facility: (a) compressor and attendant air tank fixture; (b) pressure washer fixture; and (c) vacuum canister equipment fixture (collectively, the "Equipment"). The Lessor shall not be responsible for the repair or replacement of air hoses or tools that are connected to the Equipment. The Lessor shall not be required to repair or replace any Equipment that is damaged as a result of misuse or negligence by the [REDACTED]
- The Lessor shall be responsible for maintaining in their current condition all lifts installed up to 12/31/2010. The [REDACTED] shall be responsible for the maintenance of all vehicle lifts installed after 12/31/2010, including any lifts replacing or supplementing those currently installed. The Agency shall be responsible for the proper use of all lifts. The [REDACTED] shall be responsible for the purchase, installation, and maintenance of any replacement lift. The Lessor shall be responsible for cleaning and janitorial services for the office area and the restrooms in the vehicle maintenance facility.
- 5) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS: _____ & _____
LESSOR GOVT