

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 01	TO LEASE NO. GS-07B-16840	DATE 5/6/12	PAGE 1 of 2
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ADDRESS OF PREMISES
McAllen Neuhaus Tower, 200 South 10th Street, McAllen, TX

THIS AGREEMENT, made and entered into this date by and between BREOF BNK TEXAS, LP

whose address is 200 SOUTH 10TH STREET
MCALLEN, TX 78501-4800

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 order tenant improvements which exceed the Tenant Improvement Allowance (TIA) and to provide Lessor with a Notice to Proceed with the tenant improvements.

Per the executed Lease Agreement dated February 11, 2011, the Lessor agreed to provide the Government with a reimbursable TIA in the amount of \$68,937.72 (1,598 USF x \$43.14). The Government also agreed to reimburse the Lessor via a lump sum payment for any costs, based on Government-approved Design Intent Drawings (DID's), in excess of the TIA. Total costs for tenant improvements per the lowest Lessor-provided bid, dated February 1, 2012, equal \$86,345.35 and exceed the TIA by \$17,407.63.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon full execution by the Government, as follows:

The Lessor shall provide space alterations in consideration of the Tenant Improvement Allowance, as well as a lump sum payment not to exceed \$17,407.63.

Upon completion, inspection, and acceptance of the space, including the Tenant Improvements, which date shall be established in a future Supplemental Lease Agreement, the Government shall reimburse the Lessor via a lump sum payment not to exceed \$17,407.63 upon receipt of an original invoice.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically, must mail the invoices to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE	NAME OF SIGNER
[REDACTED]	STEVEN GANEZESS
ADDRESS	

IN PRESENCE OF

SIGNATURE	NAME OF SIGNER
[REDACTED]	Claudia Gomez
ADDRESS	

UNITED STATES OF AMERICA

SIGNATURE	NAME OF SIGNER
[REDACTED]	GARDNER GORDON
	OFFICIAL TITLE OF SIGNER
	C.O.

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LEASE NO. GS-07B-16840
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A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Garhett Gordon
819 Taylor St., Room 5A18
Fort Worth, TX 76102

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address; and a description, price, and quantity of the items delivered
- **GSA PS#0023238**

The invoice must be submitted on company letterhead. The Government-approved DID's which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit A to this SLA, and consist of fifteen (15) pages. The tenant improvement cost summary is hereby incorporated into the lease as Exhibit B to this SLA, and consists of three (3) pages.

Full execution of this agreement by the Government's will serve as the Lessor's Notice to Proceed.

Change orders or variances to the scope of work, without obtaining approval in writing by the Government's Contracting Officer, may be rejected by the Government.

The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

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GSA FORM 276 (REV. 8/2006)

INITIALS:

LESSOR

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GOVT