

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 7
	TO LEASE NO. GS-07P-LTX17291
ADDRESS OF PREMISES: McAllen-Hidalgo-Reynosa International Bridge, Hidalgo, Texas	PDN Number: PS0031580

THIS AGREEMENT, made and entered into this date by and between City of McAllen

whose address is: 1300 Houston
McAllen, Texas 78501

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 is to accept the leased premise as substantially complete.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 1, 2016, as follows:


- 1.) To accept the new Tenant Improvements and new Shell Improvements as substantially complete; and
- 2.) To establish the Commencement Date of the lease rental payments to include the completed new Shell improvements; and
- 3.) To provide the annual rental amounts; and
- 4.) To provide for the payment of the new Tenant Improvements; and
- 5.) All other terms and conditions are in full force and effect.

See Attached

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

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



FOR THE LESSOR:

Signature: 
Name: Boel May Rodriguez
Title: City Manager
Entity Name: City of McAllen
Date: 3/3/16

FOR THE

Signature: 
Name: 
Title: 
Date: 2 0 16

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: Executive Assistant
Date: March 3, 2016

1.) The new Tenant Improvements and new Shell Improvements have been *substantially* completed and the Government accepts the leased space effective March 1, 2016. The Lessor and the Government agree that the requirements specifically identified in Attachment "A", GSA Form 1204 Condition Survey Report of this lease amendment, have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 30 calendar days of the Government's acceptance of the leased space for occupancy. Within 7 calendar days of the completion date for the Lessor to cure the deficiencies in Attachment "A" of this lease amendment, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action have been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs.

2.) The Commencement Date of the new rental payments shall be March 1, 2016 and shall expire on July 31, 2029, subject to the termination rights set forth in the lease.

3.) The Government shall pay the Lessor new annual rent amounts as follows:

From March 1, 2016 through July 31, 2029, the total new annual rental shall be \$2,103,372.63 at the rate of \$175,281.05 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$1,485,081.66, and annual Operating Costs of \$618,290.97 plus annual Operating Cost adjustments. There is no annual Tenant Improvement Allowance included in the annual rental rate.

4.) The total cost of the Tenant Improvements is \$1,890,350.70. The Lessor and the Government agree that a lump-sum payment for the total Tenant Improvement cost shall be made in the amount of \$1,890,350.70.

The Lessor agrees that the invoice shall be printed on the same letterhead as the party named on this lease, shall include the lease number, building address, and a price and quantity of the items delivered. It shall reference the number PS0031580 and shall be sent electronically to the GSA Finance Website at <https://www.finance3.gsa.gov> or <https://finance.ocfo.gsa.gov/webvendors>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 800-678-3690.

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

The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following email address: Pearl.Summers-Garza@gsa.gov.

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

INITIALS: PI & PSG
LESSOR GOVT