

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5 TO LEASE NO. GS-07B-17086
	ADDRESS OF PREMISES 3809 AIRPORT PLAZA DRIVE TEXARKANA, AR 71854-3401

THIS AGREEMENT, made and entered into this date by and between

SAFE TEXARKANA, LLC., A TEXAS LIMITED LIABILITY COMPANY

whose address is: c/o SAFE Texarkana
 200-D Westgate Parkway
 Amarillo, TX 79121-1100

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 give a Notice to Proceed for Tenant Improvement (TIs) and Building Specific Security (BSS).

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

- 1) To provide for a Notice to Proceed for change order (C/O) #3 and provide for a revised anticipated date of completion; and
- 2) To change the total cost of the TIs and BSS; and
- 3) To provide for the method of payment of the total TIs and BSS cost; and
- 4) All other terms and conditions of the lease shall remain in full force and effect.

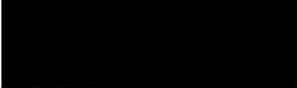
See Attached

This Lease Amendment contains 3 pages inclusive of Exhibit A.

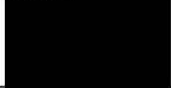
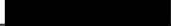
All other terms and conditions of the lease shall remain in force and effect.

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


FOR THE LESSOR:

Name: 
 Signature: 
 Name: Jim Ferguson
 Title: Manager
 Entity Name: SAFE Texarkana, LLC., a Texas Limited Liability Company
 Date: _____

FOR THE GOVERNMENT:

Name: 
 Signature: 
 Name: Don W. Day
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
819 Taylor Street, Room 11 B
Fort Worth, TX, 76102-0181
 Date: 2/12/2014

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Jo Anne Hill
 Title: Manager
 Date: 2/11/14

1) Upon this LA being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on alterations required in C/O #3 as it relates to finishing the cell floor slabs and installing vinyl composition tile (VCT) in the IT room which is depicted in Exhibit "A". The total cost of C/O #3 is [REDACTED]. The revised anticipated date of completion of TIs and BSS is February 6, 2014.

2) The Tenant Improvement Allowance, per the Lease Agreement is \$117,056.48 and the Building Specific Security Allowance is \$10,650.00.

The Government and the Lessor have agreed that the total cost of the TIs and BSS shall change from **\$285,077.08** to [REDACTED] [\$197,569.73 + \$87,507.35 + [REDACTED] = [REDACTED]. The TI and BSS costs include all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TIs and BSS covered by C/O #3 by the anticipated date of completion.

3) The Government shall pay for a portion of the total TI cost by amortizing \$117,056.48 over the first five (5) year firm term, monthly, in arrears, at an interest rate of 6.00%. Additionally, the Government shall pay for the BSS cost by amortizing \$10,650.00 over the first five (5) year firm term, monthly, in arrears, at an interest rate of 6.00%. The total amount the Lessor shall amortize is \$127,706.48. The remaining balance of **\$161,354.21** [REDACTED] (Total TI and BSS costs) – \$117,056.48 (TI amortized) – \$10,650.00 (BSS amortized) = \$161,354.21] shall be paid by a lump-sum payment.

Upon completion of the TIs and BSS, and the acceptance thereof by the Government, the rent commencement date and the adjusted rent schedule (if required due to the amount amortized) shall be established by a separate Acceptance LA. The subsequent Acceptance LA shall include the term of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, and the annual amortized TI and BSS costs.

The Government retains the right to buy down the BSS costs instead of amortizing the BSS allowance.

Once the exact amount of the lump-sum payment has been determined by both parties and the Acceptance LA is fully executed by the Government and the Lessor, then the Lessor may submit for the lump-sum-payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the name 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 PS-0027311** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. 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 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

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

General Services Administration
ATTN: Don W. Day
819 Taylor St., Room 11 B, Ft. Worth, Texas 76102-0181
817-978-7018

4) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS: JWF
LESSOR

&

[Signature]
GOVT