| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE | SUPPLEMENT/ NO 2 | AL AGREEMENT | DATE 7-12-11 |
|--|--|---------------------|------------------------|
| SUPPLEMENTAL LEASE AGREEMENT | TO LEASE NO. | | |
| | GS-07B | | |
| ADDRESS OF PREMISES: San Angelo National Bank, | 3471 Knickerbocke | er Road, San | Angelo, TX 76904-6 |
| THIS AGREEMENT, made and entered into this date b | y and between Firs | t Financial B | ank, N.A., |
| whose address is 301 West Beauregard Avenue San Angelo, TX 76903-6370 | | | |
| hereinafter called the Lessor, and the UNITED STATE | S OF AMERICA, | hereinafter o | called the Governmen |
| WHEREAS, the parties hereto agree to supplement the | above Lease. | | |
| NOW THEREFORE, these parties for the consideration said Lease is amended effective on July 8, 2011 as follows and the second sec | | tioned coven | ant and agree that the |
| Description of the Tenant Improvements to be co To provide a Notice to proceed; and | nstructed; and | | |
| 3.) To provide for the lump sum payment of the Tena | ant Improvements: | and | |
| 4.) Revision of the shell rate; and | | | |
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| 5.) All other terms and conditions are in full force an | d effect. | | |
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Supplemental Lease Agreement #2 GS-07B-16558

- The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements depicted and according to the 100% Construction Drawings created by R. W. Gregonis, Architects & Interior Design Group and is attached as Exhibit A (12 pages) consisting of the following:
 - a. Cover Sheet dated 10/5/2010

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- b. Sheet A1.1, Demo Plan / Phasing Plan / Floor Plans dated 10/5/2010
- c. Sheet A1.2, Reflected Ceiling Plan / Enlarged Plan dated 10/5/2010
- d. Sheet A1.3, Site Details dated 10/5/2010
- e. Sheet A 1.4, Wall Types / Sections dated 10/5/2010
- f. Sheet MPE-1, Demo Plan / Phasing Plan dated 10/4/2010
- g. Sheet MP-1, Mechanical Cover Sheet dated 10/4/2010
- h. Sheet MP-2, Mechanical and Plumbing Plan dated 10/4/2010
- i. Sheet EL-1, Electrical Cover Sheet dated 10/4/2010
- j. Sheet EL-2, Electrical and Lighting Plan dated 10/4/2010
- k. Sheet EL-3, Low Voltage Plan dated 10/4/2010
- 1. Sheet EL-4, Electrical Schedules and Risers dated 10/4/2010

The Lessor remains responsible for the accuracy of the Construction Drawings as stated in the Solicitation For Offer under "Construction Schedule and Acceptance of Tenant Improvements, Review of Working/Construction Drawings." This Supplemental Lease Agreement does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings.

- 2.) Upon full execution of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with the Tenant Improvement construction. The anticipated date of completion and acceptance by the Government is on or before ninety (90) working days of receiving this notice to proceed.
- 3.) The Lessor and the Government have agreed that the total costs of tenant improvements is <u>\$240,135.04</u> and is attached as Exhibit B (2 pages). It is agreed that a one-time lump-sum payment for a portion of the tenant improvements shall be made in the amount of <u>\$175,093.84</u> leaving a remaining balance of <u>\$65,041.20</u> to be amortized into the rent over the first ten (10) years of the term of the lease agreement and paid monthly in arrears at an annual interest rate of 6 percent (%). The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

Any changes of the Construction Drawings which result in a financial adjustment of any type must be approved, in writing, by the GSA Contracting Officer.

The parties further agree that the shell rate shall be revised from \$7.00 to \$10.20. Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent Supplemental Lease Agreement.

Continued on Page 3

Gov't Initials

Supplemental Lease Agreement #2 GS-07B-16558

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. It shall reference the number **PS0020786** and shall be sent electronically to the GSA Finance Website at <u>http://www.finance.gsa.gov/defaultexternal.asp</u>. 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 this invoice electronically, and 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:

Jamie Simpson U.S. General Services Administration 819 Taylor Street 7PRA; Room 5A18 Fort Worth, Texas 76102-0181

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

Gov't Initials