GENERAL SERVICES ADMINISTRATION SUPPLEMENTAL AGREEMENT NO PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT TO LEASE NO. GS-07B-16808 ADDRESS OF PREMISES 5816 Ashleyanne Circle Wichita Falls, TX 76310-1613 THIS AGREEMENT, made and entered into this date by and between G.B.N., INC. 2307 Carinda Ave whose address is Wichita Falls, TX 76308-1201 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto agree to supplement the above Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective May 21, 2012 as follows: 1.) Description of the Tenant Improvements to be constructed; and 2.) to address the Design Intent Drawings; and 3.) to provide a Notice to proceed; and 4.) to establish costs for the Tenant Improvements and Building Specific Amortized Capital; and 5.) to provide provisions for a lump-sum payment; and 6.) all other terms and conditions of the Lease are in full force and effect. IN WITNESS WHEREOF, the parties subscribe their names as of the above date. BY: G.B.N., INC. Title Printed Name Witnessed in the presence of (Address) -INK Huskins Jr. UNIT General Services Administration 819 Taylor St. Rm 5A18 Fort Worth, TX 76102

Lease Contracting Officer (Official Title)

Supplemental Lease Agreement #1 GS-07B-16808 5816 Ashleyanne Circle Wichita Falls, TX 76310-1613

- 1.) The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements (TI) and Building Specific Amortized Capital (BSAC) as depicted on the Construction Drawings attached as Exhibit A created by Phillip B. Townsend, R.A. dated May of 2011, consisting of 1 page (Sheet No. 10 of 21) referred to as Proposed Lease Space for located at 5816 Ashleyanne Circle Wichita Falls, TX.
- 2.) 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 (SLA) does not release the Lessor for liability for accuracy of the Construction Drawings as they relate to the conformance with the specific requirements of Paragraph 5.6 and Subparagraph B of Paragraph 5.11 of SFO 8TX2371. This SLA shall confirm the Government's approval of the Lessor's Construction Documents dated May of 2011, but only insofar as they relate to conformance with the specific requirements of Paragraph 5.6 and Subparagraph B of Paragraph 5.11 of SFO 8TX2371.
- 3.) Upon full execution and delivery of this SLA the Lessor can consider this as a Notice to Proceed with the Tenant Improvement and BSAC construction. The anticipated date of completion and acceptance by the Government is on or before June 13, 2012.
- 4.) The Government shall pay the Lessor for the total cost of the Tenant Improvements and BSAC as follows:

The Government and the Lessor have agreed that the Tenant Improvement Allowance (TIA) is \$243,299.11 and the BSAC allowance is \$40,860.

The Government and the Lessor have agreed that the total cost of the TI is \$262,871.96 and the total BSAC is \$40,860 for a combined total of \$303,731.96. The total TI costs and BSAC costs includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TI by the anticipated date of completion noted above in paragraph 3.

A portion of the total TI costs, in the amount of \$243,299.11 shall be amortized over the first seven (7) year firm term of the lease agreement at an interest rate of seven percent (7.0%) paid monthly in arrears as part of the rental payment upon the completion and acceptance by the Government.

A portion of the total BSAC cost, in the amount of \$40,860 shall be amortized over the first seven (7) year firm term of the lease agreement at an interest rate of seven percent (7.0%) paid monthly in arrears as part of the rental payment upon the completion and acceptance by the Government.

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 SLA.

The remaining balance of the total costs of the TI is \$19,572.85 [TI Total Cost \$262,871.96 - TIA \$243,299.11] shall be paid by a lump-sum-payment upon the completion and acceptance by the Government of the Tenant Improvements necessary to finish the interior of the leased space as depicted on the attached Exhibit "A." The lump-sum payment 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 noted above in paragraph 3.

Any changes of the Construction Drawings which result in a financial, conditional, or term change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

Gov't Initials:

Lessor Initials: 差

5.) Upon Acceptance of the TI and BSAC by the Government, the Lessor may submit for payment of the lump-sumpayment, the Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named 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 PS0023544 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 Lease Contracting Officer at the following address:

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

Upon the completion and acceptance of the Tenant Improvements and the BSAC by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement and the BSAC shall be established by a subsequent SLA.

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

Gov't Initials: Lessor Initials:

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