

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE 7.16.12
	TO LEASE NO GS-07B-16831	

ADDRESS OF PREMISES: IBM Building, 7201 I-40 West, Amarillo, Texas 79102

THIS AGREEMENT, made and entered into this date by and between **Marion W. Combs**

whose address is 

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

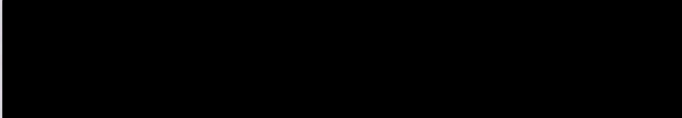
WHEREAS, the parties hereto agree to supplement the above Lease to order tenant improvements which exceed the tenant improvement allowance.

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

- 1.) To incorporate GSA approved DIDs; and
- 2.) Description of the Tenant Improvements to be constructed; and
- 3.) To apply a credit the total Tenant Improvement costs; and
- 4.) To provide a Notice to proceed; and
- 5.) To provide for the payment of the Tenant Improvements; and
- 6.) To change the DUNS number; and
- 7.) All other terms and conditions are in full force and effect.

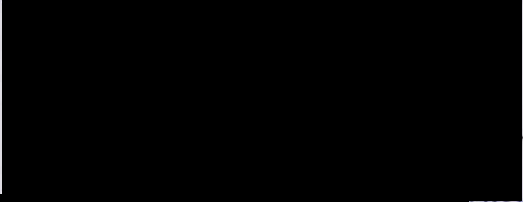
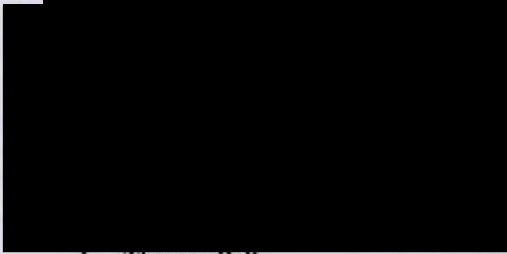
See Attached

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

 9, 2012
 Owner

Signature
 Marion W. Combs

Title


 City, State, Zip

General Services Administration
 819 Taylor St., Room 5A18
 Fort Worth, TX 76102

Lease Contracting Officer
 (Official Title)

Thomas Bell

Supplemental Lease Agreement No. 1
LTX16831
IBM Building, 7201 I-40 West, Amarillo, Texas 79102

1.) To incorporate the GSA approved Design Intent Drawings dated Mar. '11 created by ADi Source consisting of 6 pages for the build-out of the leased space located at 7201 I-40 West, Amarillo, Texas 79102.

2.) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the Tenant Improvements as depicted and according to the Construction Drawings created by ADi Source consisting of 15 pages and dated April 17, 2012.

The Lessor remains responsible for the accuracy of the Construction Drawings when compared to the Government approved Design Intent Drawings.

3.) A credit of \$2,052.01 shall be applied to the total Tenant Improvement cost due to revisions to the Construction Drawings. The revisions are described in Exhibit "A". The total Tenant Improvement cost shall change from 419,282.89 to \$417,230.88 after application of the credit.

4.) Upon full execution and delivery of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with the construction of the tenant improvements. The anticipated date of the completion of the Tenant Improvements and acceptance by the Government is on or before October 15, 2012.

5.) The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The total cost of the Tenant Improvements shall be \$417,230.88. The total 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.

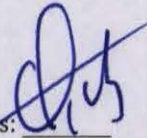
Any changes of the Construction Drawings, which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

A portion of the **total Tenant Improvement costs**, \$108,433.50, shall be amortized over the first five (5) year firm term of the lease agreement at an interest rate of seven percent (7%) paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement cost is \$25,765.32 paid monthly in arrears in the amount of \$2,147.11.

The **remaining balance of the total** cost of the Tenant Improvements is \$308,797.38 [\$417,230.88-\$108,433.50] shall be paid by a lump-sum payment upon the substantial completion and acceptance by the Government of the Tenant Improvements.

To submit for payment of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the 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 PS0023837** 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:

Gov't Initials: 

Lessor Initials: 

Supplemental Lease Agreement No. 1
LTX16831
IBM Building, 7201 I-40 West, Amarillo, Texas 79102

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/Realty Specialist at the following address:

General Services Administration
Attn: David Garrison
819 Taylor Street, Room 5A18
Ft. Worth, Texas 76102-0181
(817) 978-0345

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.

6.) The Lessor's DUNS number shall change to 139022581.

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

Gov't Initials

Lessor Initials: