

<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT <b>NO 2</b>	DATE <u>9/12/12</u>
	TO LEASE NO. <b>GS-07B-16831</b>	

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:

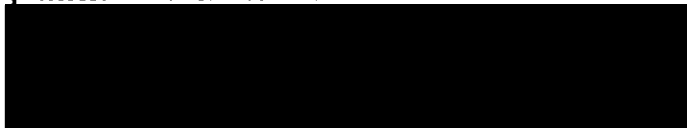
**WHEREAS**, the parties hereto agree to supplement the above Lease.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on September 4, 2012 as follows:

- 1) To provide for a Notice to Proceed for change orders #1 and #2, and provide for an anticipated date of completion; and
- 2) to change the total cost of the Tenant Improvements; and
- 3) to provide for the payment of the total Tenant Improvement Cost; and
- 4) 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.

**Lessor: Marion W. Combs**



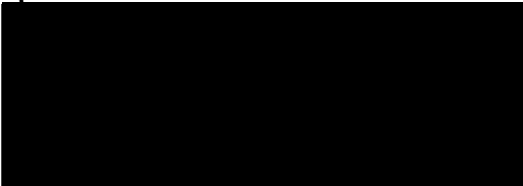
*Owner*

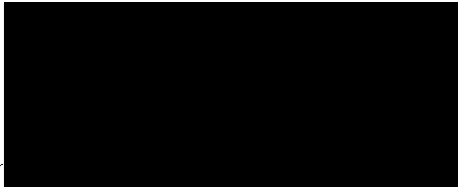
Signature

Title

*Marion W. Combs*

Printed Name





*Calandra Randolph*

Printed Name

City, State, Zip

**UNITED STATES OF AMERICA**



David Garrison

Lease Contracting Officer  
(Official Title)

Supplemental Lease Agreement #2  
LTX16831  
IBM Building, 7201 I-40 West  
Amarillo, Texas 79102

1.) Upon this Supplemental Lease Agreement being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the Alterations required in change orders #1 and #2 as it relates to security, electric, plumbing, and carpet changes; all of which are depicted in Exhibit "A." The total cost of the change orders #1 and #2 is \$21,496.07. The anticipated date of completion of all the tenant improvements is October 15, 2012.

2.) The Government and the Lessor have agreed that the total cost of the Tenant Improvements shall change from \$417,230.88 to \$438,726.95 [ $\$21,496.07 + 417,230.88 = \$438,726.95$ ]. 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 covered by change orders #1 and #2 by the anticipated date of completion.

3.) The Government shall pay for a portion of the total Tenant Improvement Cost by amortizing \$108,433.50 over the first five years of the term, monthly, at an interest rate of 7.00%. The **remaining balance of the total** cost of the Tenant Improvements is \$330,293.45 [ $\$438,726.95 - \$108,433.50$ ] and 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:

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

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

Gov't Initials DG  
Lessor Initials MCC