

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 3	DATE 11-7-12
	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 [REDACTED]

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 November 1, 2012 as follows:

- 1) To provide for a Notice to Proceed for Change Order No. 3, and provide for an anticipated date of completion;
- 2) To change the total cost of the Tenant Improvements;
- 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.

[REDACTED] Owner
 Title

Marion W. Combs
 Printed Name

[REDACTED] _____
 [REDACTED] _____
 (Address)

William Randolph _____
 Printed Name City, State, Zip

[REDACTED] _____
 David Garrison _____
 General Services Administration
 819 Taylor St.
 Fort Worth, TX 76102
 Contracting Officer _____
 (Official Title)

Supplemental Lease Agreement No. 3
16831
IBM Building, 7201 I-40 West
Amarillo, Texas 79102

1) Upon full execution and delivery of this Supplemental Lease Agreement (SLA), the Lessor shall consider this a Notice to Proceed with the alterations required by Change Order No. 3, depicted in Exhibit "A". The total cost of Change Order No. 3 equals a **reduction** in the amount of \$8,036.00. The anticipated date of completion of all the Tenant Improvements is November 25, 2012.

2) The Government and the Lessor have agreed that the total cost of the Tenant Improvements shall **decrease** from \$438,726.95 to \$430,690.95 [$\$438,726.95 - 8,036.00 = \$430,690.95$]. 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 Order No. 3 by the anticipated date of completion.

3) A portion of the Tenant Improvement cost, **\$108,433.50**, shall be amortized over the first five (5) years of the lease term at an interest rate of seven percent (7.00%) paid monthly in arrears. The remaining balance of the total cost of the Tenant Improvements is **\$322,257.45** [$\$430,690.95 - \$108,433.50$] and shall be paid via a lump-sum payment upon the substantial 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." All fees, permits and architectural plans are the responsibility of the Lessor and are included in the lump-sum-payment amount.

To submit for payment of the lump-sum amount, the Lessor agrees that the invoice shall be printed on the same letterhead as the party 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/Realty Specialist at the following address:

General Services Administration
ATTN: David Garrison
819 Taylor Street, Room 5A18
Fort Worth, TX 76102-0181
(817) 978-0345

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

Gov't Initials DB

Lessor Initials MS