

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 5	TO LEASE NO. GS-07B-16839	DATE 11-30-11	PAGE 1 of 3
ADDRESS OF PREMISES 7201 I-40 West, Amarillo, TX 79106-2634			

THIS AGREEMENT, made and entered into this date by and between **COMBS COMMERCIAL PROPERTIES, LLC** whose address is
1619 S. TYLER ST.
AMARILLO, TX 79102-3139

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

WHEREAS, the parties hereto desire to amend the above Lease dated February 25, 2011

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective on October 13, 2011, as follows:

I. The purpose of this Supplemental Lease Agreement (SLA) #5 is to provide Beneficial Occupancy, establish the lease commencement date, accept the tenant improvements, and reflect the finalized construction costs for Tenant Improvements (TI).

Paragraph 2 is deleted in its entirety and replaced with the following:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 13, 2011 and continuing through October 12, 2021, subject to termination and renewal rights as may be hereinafter set forth.

Paragraph 3 is deleted in its entirety and replaced with the following:

3. Commencing October 13, 2011, the Government shall pay the Lessor total annual rent of \$179,082.95 in arrears for years 1 through 5, which consists of annual Operating Costs of \$60,312.95 with annual CPI adjustments.

For years 6 through 10, the Government shall pay the Lessor total annual rent of \$213,786.00 paid in arrears. The total annual rent consists of annual Operating Costs of \$60,312.95 with annual CPI adjustments.

Rent for a lesser period shall be prorated. Rent shall be made payable to:

COMBS COMMERCIAL PROPERTIES, LLC
1619 S. TYLER STREET
AMARILLO, TX 79102-3193

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IN WITNESS _____ their names as of the date first above written.

SIGNATURE _____ SIGNER:

ADDRESS _____
1619 S. TYLER STREET
AMARILLO, TX 79102

SIGNATURE _____ IN PRESENCE OF

NAME OF SIGNER
Calandra Randolph

ADDRESS _____
Amarillo, Tx 79102

UNITED STATES OF AMERICA

NAME OF SIGNER
PAULA BARKER

OFFICIAL TITLE OF SIGNER
Contracting Officer

Paragraph 14 is deleted in its entirety and replaced with the following:

14. Commission Credit: The Lessor and the Broker have agreed to a cooperating lease commission. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit to the Government. The reduction in Shell rent shall commence with the first full month of the rental payments and continue for 2 months until fully recaptured.

Paragraph 18 is hereby added to the lease:

18. The tenant improvement costs for the project totaled \$51,122.20. The Tenant Improvements in the amount of \$51,122.20 shall be paid via lump sum upon completion, inspection, and acceptance of the space by the GSA Contracting Officer or Contracting Officer's designee, and receipt of an original invoice.

Invoice for payment shall be submitted directly to: GSA Greater Southwest Finance Center electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoice electronically, may mail the original invoice to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Me'Chaela Buford
819 Taylor Street, Room 5A18
Fort Worth, TX 76102

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INITIALS: *MWC*
LESSOR
GOVT

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address; and a description, price, and quantity of the items delivered
- GSA PS#: PS 0221182

The invoice must be submitted on company letterhead.

Full execution of this agreement by the Government will serve as the Lessor's Notice to Proceed.

Change orders or variances to the scope of work, without obtaining approval in writing by the Government's Contracting Officer, may be rejected by the Government.

The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.