

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-07B-16859	DATE 1-31-12	PAGE 1 of 2
ADDRESS OF PREMISES 602 N. Baird Street, Midland, TX 79701			

THIS AGREEMENT, made and entered into this date by and between Midland Business Center, LLC whose address is

602 N. Baird Street Suite 200
Midland, TX 79701

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 March 17, 2011.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 18, 2012, as follows:

The purpose of this Supplement Lease Agreement 1 is to provide the Notice to Proceed for the Tenant Improvement Construction Budget, accept the leased space, and adjust the rental and commission rates.

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 January 18, 2012 and continuing through January 17, 2018, subject to termination rights as may be hereinafter set forth. The Lessor shall furnish the space to the Government within thirty (30) days of the Government issued notice to proceed with the tenant improvements, as detailed in the Government-approved design intent drawings,

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

3. The Government shall pay annual rent of \$28,196.24 for years 1-5. Annual rent includes annual shell rent, annual operating rent of \$7,403.39 and annual amortized tenant improvement allowance. Rent will be paid monthly in arrears.

The Government shall pay annual rent of \$30,652.01 for year 6. Annual rent includes annual shell rent, and annual operating costs. Rent will be paid monthly in arrears.

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

Midland Business Center, LLC
602 N. Baird Street Suite 200
Midland, TX 79701-4772

(Continued on Page 2)

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

NAME OF SIGNER

Melody Crowl

1901 WESTERN DRIVE, MIDLAND TEXAS 79705

IN PRESENCE OF

NAME OF SIGNER

Amy P. ...

NAME OF SIGNER

Eduardo S. Perez

OFFICIAL TITLE OF SIGNER

Contracting Officer

Paragraph 10 is deleted in its entirety and replaced with the following:

10. In accordance with SFO Paragraph 2.3, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. Due to the Commission Credit described in Paragraph 2.3, only [REDACTED], which is [REDACTED] of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue in equal installments until the credit has been fully recaptured.

First full month's rental payment of \$2,349.69 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second full month's rental payment of \$2,349.69 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Paragraph 20 is hereby added:

20. **NOTICE TO PROCEED** - After review by the Government, Lessor's architectural fees are hereby approved in the amount not to exceed \$21,332.80. Of this amount \$21,332.80 shall continue to be amortized into the rent over the first five (5) years at an interest rate of 6%.

The Government, if approved by the Contracting Officer in writing, may adjust the amortized amount to reflect any additional Tenant improvement costs during the course of the project. Any Tenant Improvement amount above the original tenant allowance of \$63,307.50 will be paid pursuant to Paragraph 3.3 of the SFO.

As part of the lease shell requirements, the lessor shall perform the following work:

- Replace all lighting per Paragraph 1.10 Subparagraph A.10 of the SFO
- Replace all ceiling tiles per Paragraph 6.7 of the SFO
- Replace all wallcovering and paint per Paragraphs 7.10 and 7.12 of the SFO
- Replace all flooring (carpet, vct, base) per Paragraphs 7.13 and 7.15 of the SFO

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 of the lease shall remain in force and effect.

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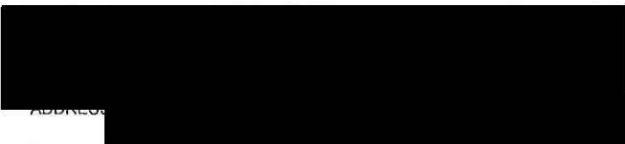
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LESSOR

	NAME OF SIGNER Melody Crowl
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IN PRESENCE OF

	NAME OF SIGNER Amy P. Cuellar
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SIGNATURE	NAME OF SIGNER
	OFFICIAL TITLE OF SIGNER

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