

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

SUPPLEMENTAL AGREEMENT
NO. 1

DATE
DEC 17, 2012

TO LEASE NO.
GS-07B-17059

RB *TR*

ADDRESS OF PREMISES 1060 Guadalupe Street
Kerrville, TX 78028

THIS AGREEMENT, made and entered into this date by and between R&D REAL ESTATE HOLDINGS, LTD, (Former Lessor), and TREE INVESTMENTS, LLC (Lessor)

whose address is 2390 MEMORIAL BLVD
KERRVILLE, TX 78028

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 27, 2012, as follows:

1. TREE Investments, LLC, Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-17059 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after November 27, 2012. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-17059 against Former Lessor and ratifies and confirms all actions heretofore taken by Former Lessor with respect to the contract with the same force and effect as if the actions had been taken by Lessor. Nothing contained herein shall be construed as releasing the Former Lessor from the Former Lessor's obligations under the terms of the lease.
2. The Government agrees to accept the furnishing of the aforesaid premises in accordance with the terms, provisions, and conditions of said lease, as amended reserving however, all the Government's rights against Lessor and Former Lessor.
3. TREE Investments, LLC, Lessor, waives all rights to payments under subject lease as against the Government arising prior to November 27, 2012.
4. R&D Real Estate Holdings, LTD, former Lessor, confirms the transfer and waives any claims and rights against the Government that it now has or may have in the future in connection with this lease after November 27, 2012.
5. Notwithstanding the foregoing, all payments heretofore made by the Government to the Former Lessor and all other actions hereto taken by the Government pursuant to its obligations under the contract shall be deemed to have discharged the Government's obligations under the contract to the extent of the amounts so paid or reimbursed or such actions taken.
6. TREE Investments, LLC, (Lessor) agrees to indemnify and then save harmless the United States of America from and against any actions, loss, claims, or damages the United States of America may suffer or sustain by reason of the United States of America making payment under the Lease to TREE Investments, LLC.
7. The new owner of GS-07B-17059 is required to complete the GSA form 3518 enclosed and return it with the Lease Amendment which will be made part of the lease.
8. PAYEE ADDRESS:
TREE Investments, LLC
2390 Memorial Blvd
Kerrville, TX 78028

All other terms and conditions of the lease shall remain in force and effect.

(Continued on Page 2 attached hereto and made a part of LA No. 1 to Lease GS-07B-17059)

RB / *TR* Lessor
GSA Form 276 (Jul. 67)

Lease Amendment No. 1 attached to and made a part of Lease GS-07B-17059.

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

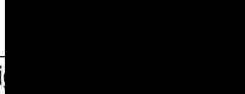
Lessor: TREE INVESTMENTS, LLC

By:  _____ President
Signature (Title)


IN PRESENCE OF

BY:  _____ Acct. mgr.
(Title)

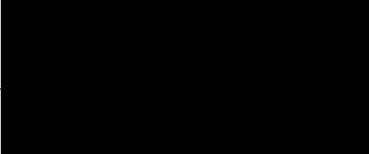
Former Lessee: D&D REAL ESTATE HOLDINGS, LTD

BY:  _____ President
Signature (Title)

IN PRESENCE OF

BY:  _____ Acct. mgr.
(Title)

UNITED STATES OF AMERICA

BY: 

Contracting Officer
General Services Administration
819 Taylor Street
Fort Worth, TX 76102-6105