

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT ADDRESS OF PREMISES SSA Administration Bldg 2015 E. 37 th St. Odessa, TX 79762	TO LEASE NO. GS-07P-LTX00190 PDN Number: N/A

THIS AMENDMENT is made and entered into between

LANE FISHMORE ODESSA L.P.

whose address is: 8407 AVE P
LUBBOCK, TX 79423

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

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

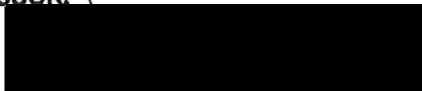
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon the full execution of this amendment as follows:

- 1.) To confirm the revised cost of the Tenant Improvements (TIs); and
- 2.) To accept the Tenant Improvements (TIs) as substantially complete; and
- 3.) To establish the commencement date of the lease rental payments; and
- 4.) To establish the termination date of the lease; and
- 5.) To document the amount of area leased by the Government; and
- 6.) To document the common area factor; and
- 7.) To establish the annual rental amounts; and
- 8.) To establish the method of payment of the total Tenant Improvement costs; and
- 9.) To document the percentage of occupancy; and
- 10.) All other terms and conditions remain in full force and effect.

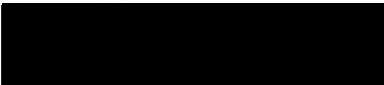
This Lease Amendment contains 2 pages.

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

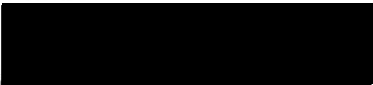
FOR THE LESSOR:

Signature: 
Name: DUANE McQUEEN
Title: MANAGING PARTNER
Entity Name: LANE FISHMORE ODESSA, L.P.
Date: OCTOBER 2, 2018

FOR THE GOVERNMENT:

Signature: 
Name: Kelly Hantz
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 10-9-18

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Janet B. Hall
Title: Director
Date: October 2, 2018

- 1.) The Government and the Lessor have agreed that the total cost of the TIs shall be \$62,477.43. The total TI cost of \$62,477.43 includes all fees including but not limited to general and administrative costs, project management fees, profit, overhead, and any and all other fees associated with the completion of the TI on or before the anticipated date of completion.
- 2.) The Tenant Improvement (TIs) have been substantially completed and the Government accepts the leased space on September 4, 2018. The Lessor and the Government agree that the requirements specifically identified in the GSA Form 220 Inspection Report, which is depicted in the attached Exhibit A, have not been met and these items are deficiencies. The Lessor is required to cure the deficiencies in Exhibit A of this Lease Amendment, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed.
- 3.) The Commencement Date of the rental shall be December 1, 2017, and shall expire on November 30, 2033, subject to the termination rights set forth herein.
- 4.) The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, November 30, 2028, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.
- 5.) The total square footages of the leased premise is established as 11,000 rentable square feet (RSF), yielding 9,477 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space located on the first floor of the Building.
- 6.) The Common Area Factor is established as 16% (11,000 RSF/9,477 ABOA).
- 7.) The Government shall pay the Lessor annual rent, payable in monthly installments in arrears as follows:

	FIRM TERM (YEARS 1-10)	NON FIRM TERM (YEARS 11-15)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$152,385.00	\$152,385.00
TENANT IMPROVEMENTS RENT	\$ 8,899.40	\$ 0.00
OPERATING COSTS	\$ 96,975.00	\$ 96,975.00
TOTAL ANNUAL RENT	\$258,259.42	\$249,360.00

- 8.) The Government and the Lessor have agreed that the total cost of the TI's is \$62,477.43. Tenant Improvements of \$62,477.43 are amortized at a rate of 7.5 percent per annum over 10 years.
- 9.) The percentage of occupancy for Real Estate Tax purposes is established as 100% [11,000 RSF / 11,000 RSF X 100].
- 10.) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS: DM & RH
LESSOR GOVT