

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE 5-13-10
	TO LEASE NO. GS-06P-16562	

ADDRESS OF PREMISES First Financial Bank Building
400 Pine St.
Ablene, TX 79801

THIS AGREEMENT, made and entered into this date by and between FIRST FINANCIAL BANK, N.A.

whose address is 400 Pine Street
Ablene, TX 79804-0701

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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

The purpose of this Supplemental Agreement is to reflect acceptance of the space for occupancy, to finalize the rental rate by eliminating the Tenant Improvement Allowance, to incorporate the approved Small Business Subcontracting Plan into the lease, to revise the brokerage commission, and to add lease administration and electronic funds transfer language.

I. Paragraph 2 is deleted in its entirety and the following substituted therefore:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning June 1, 2010, through May 31, 2025, subject to termination and renewal rights as may be hereinafter set forth."

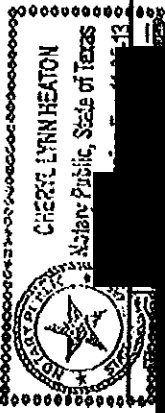
II. Paragraph 3 is deleted in its entirety and the following substituted therefore:

"3. The Government shall pay the Lessor annual rent of \$60,327.20 at the rate of \$5,027.27 per month in arrears, which includes annual shell rent of \$39,667.20 at the rate of \$3,305.60 per month, and annual operating cost base of \$20,660.00 at the rate of \$1,721.67 per month.

Continued on next page

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

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



[Redacted signature area for Lessor]

Property Management Officer
(Title)

[Redacted signature area for Contracting Officer]

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
819 TAYLOR ST., FT. WORTH, TX 76102
(Official Title)

GSA Form 276 (Jul. 67)

Initials: JH & PH
Lessor & Government

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



III. Paragraph 4 is deleted in its entirety and the following substituted therefore:

"4. The Government may terminate this lease in whole or in part at any time after May 31, 2020 by giving at least 120 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

IV. Paragraph 6(B), Paragraph 6(C), and Paragraph 6 are hereby deleted in their entirety:

V. Paragraph 7 is hereby amended to add the following as Subsection D:

"D. Approved Small Business Subcontracting Plan."

VI. Paragraph 15 is deleted in its entirety and the following substituted therefore:

"15. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. 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. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

First Month's Rental Payment of \$5,027.27 minus one half of the Commission Credit [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$5,027.27 minus the outstanding balance of the Commission Credit [REDACTED] equals [REDACTED] adjusted Second Month's Rent."

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Lessor Government

562 *JA*
TH

1 JA-TH

LEASE GS-07B-10433, SUPPLEMENTAL AGREEMENT NO. 4, PAGE 3

VII. The following is hereby added to the lease as Paragraph 16:

"16. All questions pertaining to this Lease shall be referred to the Contracting Officer of the General Services Administration (GSA) or their designee. The Government occupant is not authorized to administer this lease and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other authorized cost in writing by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to repairs, changes of scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein."

VIII. The following is hereby added to the lease as Paragraph 17:

"17. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998. An enrollment form is attached to be completed and returned with this contract."

Initials: *TH* & *JA*
Lessor & Government

