GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE

LORVIC BOILDINGS 25KAICE

SUPPLEMENTAL AGREEMENT NO 2

DATE

7/7/11

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GSB-07B-16562

ADDRESS OF PREMISES: 400 Pine Street

Abilene, TX 79604-0701

THIS AGREEMENT, made and entered into this date by and between First Financial Bank, N.A.

whose address is

400 Pine Street

Abilene, TX 79604-0701

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

WHEREAS, the parties hereto agree to supplement the above Lease.

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

- 1.) To increase the amount of area leased by the Government; and
- 2.) To change the rental payment schedule; and
- 3.) To increase the percentage of occupancy; and
- 4.) To change the Common Area Factor; and
- 5.) To address the Unauthorized Tenant Improvement stipulation; and
- 6.) Provide "as-built" drawings; and
- 7.) Provide for additional parking; and
- 8.) To address carpet and paint; and
- 9.) To state termination rights; and
- 10.) All other terms and conditions shall remain in full force and effect.

See Attached

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

	2000 - 400-00 700 0
	Property Monagement Officer
Printed Name \ L. Young	
Printed Name	. City, State, Zip
TERICA	
TT GORDON	Contracting Officer (Official Title)

Supplemental Lease Agreement #2 LTX-16562 400 Pine Street Abilene, TX 79604-0701

- 1.) The Lessor and Government have agreed to increase the amount of leased area by 675 Rentable Square Feet (RSF) yielding 587 ANSI/BOMA Office Area (ABOA) herein defined as the "Expansion Area/Suite 585." The total square footages of the leased premise shall change from 4,132 RSF and 3,770 ABOA to 4,807 RSF and 4,357 ABOA. The specific leased area the Government will acquire from the Lessor is depicted and outlined on the attached Floor plan labeled Exhibit "A."
- 2.) The new Rental amounts shall be as follows:

Effective July 1, 2011 through June 30, 2016 the total annual rental shall be \$69,237.20 at the rate of \$5,769.77 paid monthly in arrears. The total annual rent consists of Shell Rent of \$45,202.20, annual Operating Costs of \$24,035.00 plus annual CPI adjustments as stated in the Solicitation for Offer. The anticipated date of occupancy is July 1, 2011.

From July 1, 2016 through June 30, 2021 the total annual rental shall be \$69,777.20 at the rate of \$5,814.77 paid monthly in arrears. The total annual rent consists of Shell Rent of \$45,742.20, annual Operating Costs of \$24,035.00 plus annual CPI adjustments as stated in the Solicitation for Offer, annual Building Specific Amortized Capital (BSAC) cost of \$0.00, and annual Tenant Improvement cost of \$0.00.

- 3.) The percentage of occupancy for Real Estate Tax purposes shall changed from 2.418538% to 2.813628 % [4,807 /170,847 X 100].
- 4. The Common Area Factor shall change from 1.09602 to 1.10328 [4,807/4,357]

5.) Unauthorized Tenant Improvements:

All questions pertaining to this Lease shall be referred, in writing, to the Contracting Officer of the General Services Administration (GSA) or his/her designee. The Government's occupant of the leased premise is not authorized to administer this lease or make commitments to the Lessor that are not followed-up with a written agreement to the Lease, GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other cost authorized, 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 in scope of work, alterations, and overtime services without the written authorization of a Contracting Officer, If Lessor delivers space with Tenant Improvements not authorized, in writing, by the GSA Contracting Officer, then the Lessor shall not be entitled to compensation or payment if the Tenant Improvements remain in place after the Government's acceptance of the space.

6.) Floor Plans after Occupancy

- A.)The Lessor shall provide the Government with Computer-Aided Design (CAD) files of "as-built floor plans" showing the space under lease, as well as corridors, stairways, and core areas to the Contracting Officer. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is DWG.
- B.) Clean and purged files shall be submitted on CD-ROM. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number.
- 7.) The number of parking spaces shall change from 4 surface to 6 surface at no additional cost to the Government.
- 8.) The "Expansion Area" shall be repainted and re-carpeted prior to Government occupancy.
- 9.) The "Expansion Area" may be terminated any time after June 30, 2016 with 120 days written notice.

10.) All other terms and conditions shall remain in full force and effect.

Page 2 of 2

Gov't

Lessor