

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO.	DATE (GSA signs)
	07	11/29/10
TO LEASE NO.		GS-07B-16643

ADDRESS OF PREMISES: 216 Medical Dr. (Formerly Lot 1-R, Block 1 of Trinity Valley Medical Park Unit 2)
Palestine, TX 75801-4709

THIS AGREEMENT, made and entered into this date by and between ABEC Group Inc. (Former Lessor), and Mercedes Business Park, LLC (Lessor),

whose address is Mercedes Business Park, LLC
2904 Owenwood Dr.
Fort Worth, TX 76109

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 Oct. 21, 2010, as follows:

1. Mercedes Business Park, LLC, Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-16643 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after Oct. 21, 2010. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-16643 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 furnishings 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. Mercedes Business Park, LLC, Lessor, waives all rights to payments under subject lease as against the Government arising prior to Oct. 21, 2010.
4. Rent checks shall be made payable to: Mercedes Business Park, LLC
2904 Owenwood Dr.
Fort Worth, TX 76109
5. Mercedes Business Park, LLC, Lessor, agrees to be added to ACH Vendor Enrollment per the Debt Collection Improvement Act, which became effective July 27, 1996, and further agrees to complete Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment, and return it along with this agreement.
6. Mercedes Business Park, LLC, Lessor, agrees to complete and return the GSA Form 3518, Representations and Certifications, which will be attached and made a part of this agreement.

(Continued on Page 2 attached hereto and made a part of SLA No 06 to Lease GS-07B-16643)

INITIALS
GOV'T Lessor
[Signature] [Signature]

Supplement Lease Agreement No. 7 attached to and made a part of Lease GS-07B-16643 Page 2

- 7. Mercedes Business Park, LLC, Lessor, agrees to register in Dun & Bradstreet, Data Universal Numbering System (DUNS). Mercedes Business Park, LLC, Lessor, also agrees to register in the System for Award Management (SAM) database and update registration annually to maintain an active SAM status through final payment of this lease.
- 8. ABEC Group Inc. (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 the lease, GS-07B-16643, after Oct. 21, 2010.
- 9. 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. The actual change of ownership took place on Oct. 21, 2010 and the rent payments from that date to the current date were paid to former lessor and both lessor and former lessor waive rental claims stemming from those payments.
- 10. Mercedes Business Park, 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 ABEC Group Inc. and to Mercedes Business Park, LLC.

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

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

Former Lessor: ABEC Group Inc.

By:

[Redacted signature area]

IN PRESENCE OF

Catharine L. Rockett
(Printed Name and Title)
CATHARINE L. ROCKETT

[Redacted area]

Lessor: Mercedes Business Park, LLC

By:

[Redacted signature area]

IN PRESENCE OF

Catharine L. Rockett
(Printed Name and Title)
CATHARINE L. ROCKETT

[Redacted area]

UNITED STATES OF AMERICA

BY:

[Redacted signature area]

Contracting Officer
General Services Administration
819 Taylor Street
Fort Worth, TX 76102-6124
(Official Title)