## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO.

DATE

TO LEASE NO.

GS-07B-16815

ADDRESS OF PREMISES

510 North Valley Drive Waco, TX 76710-6075

THIS AGREEMENT, made and entered into this date by and between SPECIALITY PROPERTY, LTD, and TRIANGLE TOWER, LLC

whose address is

1725 Columbus Ave Waco, TX 76701-1154

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 9, 2011, as follows:

- 1. Triangle Tower, LLC, Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-16815 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after November 9, 2011. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-16815 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.
- 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. Triangle Tower, LLC, Lessor, walves all rights to payments under subject lease as against the Government arising prior to November 9, 2011.
- 4. Rent checks shall be made payable to:

Triangle Tower, LLC 1725 Columbus Ave. Waco. TX 76701-1154

- 5. Triangle Tower, LLC, Lessor, agrees to be added to ACH Vendor Enrollment per the Debt Collection Improvement Act, which became effective July 27, 1996.
- 6. Triangle Tower, 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. SLA 6 to Lease GS-07B-16815)

INITIAL GOVERNMENT LESSOR

- 7. Triangle Tower, LLC, Lessor, agrees to register in Dun & Bradstreet, Data Universal Numbering System (DUNS). Triangle Tower, LLC, Lessor, also agrees to register in the Central Contractor Registration (CCR) database and update registration annually to maintain an active CCR status through final payment of this lease.
- 8. Specialty Properties, 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 the lease, GS-07B-16815, after November 9, 2011.
- 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 of August 24, 2011 and the rent payment 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. Triangle Tower, 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 Triangle Tower, 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: SPECIALTY PROPERTIES, LTD | me linda C. Holcomb   |
|--|---|
| BY:                                      | <u>Vice President</u> (Printed Name and Title)              |
| IN PRESENCE OF                           | O.L   |
| BY:                                      | (Printed Name and Title)                                    |
| Lessor: TPIANGLE TOWER LLC               |   |
| By:                                      | PRANK CROMWELL, NIBMBERL (Printed Name and Title)           |
| IN PRESENCE OF                           | Frances Alexandor   |
| BY Signature                             | Office Manager-Wormwell Management (Printed Name and Title) |
| UNIT                                     | Contracting Officer   |
|  | General Services Administration<br>819 Taylor Street        |
| BY:                                      | Fort Worth, TX 76102  |
|  | Official Title  |