

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 6	DATE 12-19-11
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NO.GS-07B-16815

ADDRESS OF PREMISES: 510 North Valley Drive, Waco, TX 76710

THIS AGREEMENT, made and entered into this date by and between SPECIALTY PROPERTY,LTD

whose address is: 900 Austin Avenue
Waco, TX 76701-1902

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

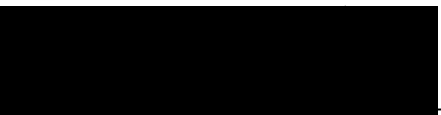

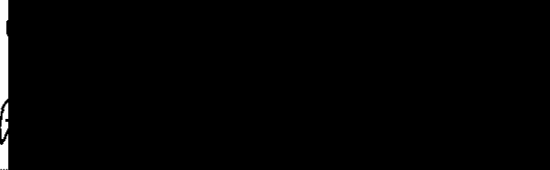
WHEREAS, the parties hereto desire to amend the above lease to approve certain change orders, finalize the Tenant Improvement cost, and establish the commencement date.

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:

- I. The Government issued a Notice to Proceed with construction of Tenant Improvements in the amount of \$258,027.00 via SLA No. 2. The total cost for Tenant Improvements exceeded the Tenant Improvement Allowance of \$131,951.40 by \$126,075.60. The Government agreed to reimburse the Lessor in the amount of \$126,075.60 via a lump sum payment upon completion and acceptance of the space by the Contracting Officer.

Continued on next page.

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

LESOR		
BY	_____ (Signature)	<i>President to General Partner</i> _____ (Title)
IN PRESENCE OF		
BY	_____ (Signature)	<i>VP to General Partner</i> _____ (Title)
	CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION _____ Contracting Officer	

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II. Supplemental Lease Agreement (SLA) No. 3 and SLA No. 4 are hereby deleted in their entirety and the following substituted therefor:

The Government hereby approves Change Order No's 2, 3, 4, 7R, 8, 9R, and 12R, attached hereto as Exhibit A, in the total amount of \$23,256.50. The accounting for these change orders is as follows:

Change Order #	Description	Amount
2	Fire retardant plywood	\$ [REDACTED]
3	16GA studs, fire rated plywood, 5/8 Sheetrock	\$ [REDACTED]
4	Sheetrock b/t 6 th and 7 th floors	\$ [REDACTED]
7R	Piping and install hot water heater under sink	\$ [REDACTED]
8	Install wiremold 5500 exterior walls	\$ [REDACTED]
9R	Drywall	\$ [REDACTED]
12R	2 exit lights, labor, and material	\$ [REDACTED]
TOTAL		\$23,256.50

Acceptance of these change orders increases the total Tenant Improvement cost of ~~\$258,027.00~~ by ~~\$23,256.50~~ to ~~\$281,283.50~~. The Tenant Improvement Allowance of ~~\$131,951.40~~, to be amortized over the firm term of the lease, remains unchanged. The lump sum amount of ~~\$126,075.60~~, to be paid by the Government upon receipt of an original invoice after completion, inspection, and acceptance of the space, is hereby increased by ~~\$23,256.50~~ to ~~\$149,332.10~~.

The original invoice must be submitted directly to the GSA Finance Office electronically on the Finance website at www.finance.gsa.gov and copy provided to The Contracting Officer's Designee. If you are unable to process the invoice electronically, you may mail the original invoice to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76105-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

Daphne Hadley
US General Services Administration
819 Taylor Street, Room 5A18
Fort Worth, TX 76102

A proper invoice must be on the Lessor's company letterhead and include the following:

- Invoice Date
- Name of the Lessor as shown on the Lease
- Lease Contract Number and Building Address
- Description, price and quantity of items delivered
- GSA PDN #PS0021186

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III. Paragraph 2 of the Lease is hereby deleted in its entirety and replaced with the following:

"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 18, 2011 and ending on November 17, 2026, subject to termination and renewal rights as may be hereinafter set forth."

IV. Paragraph 3 of the Lease is hereby deleted in its entirety and replaced with the following:

"The monthly installments of shell rent and operating costs shall be abated during the first six months of the lease term. During Months 1 through 6 of Year 1, the Government shall pay the lessor annual amortized Tenant Improvement Allowance of \$16,410.28 at the rate of \$1,367.52 per month and annual amortized security costs of \$1,616.76 at the rate of \$134.73 per month in arrears.

Beginning in Month 7 of Year 1, and continuing through Year 10, the Government shall pay the Lessor annual rent of \$88,424.29 at the rate of \$7,368.69 per month in arrears, which includes annual shell rent of \$48,972.00 at the rate of \$4,081.00 per month, annual operating cost of \$21,425.25 at the rate of \$1,785.44 per month, subject to CPI adjustments; annual amortized Tenant Improvement Allowance of \$16,410.28 at the rate of \$1,367.52 per month, and annual amortized security costs of \$1,616.76 at the rate of \$134.73 per month.

For Years 11 through 15, the Government shall pay the Lessor annual rent of \$70,397.25 at the rate of \$5,866.44 per month in arrears, which includes annual shell rent of \$48,972.00 at the rate of \$4,081.00 per month and annual operating cost of \$21,425.25 at the rate of \$1,785.44 per month, subject to annual CPI adjustments.

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

SPECIALTY PROPERTY, LTD.
900 AUSTIN AVE, SUITE 1200
WACO, TX 76701-1902"

V. Paragraph 16 of the Lease is deleted in its entirety and replaced with the following:

"The Lessor and the Broker have agreed to a cooperating lease commission of 4.0% 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 thirty percent (30%) 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 seventh month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Seventh Month's Rental Payment of \$7,368.69 minus one third of the Commission Credit (\$[REDACTED]) equals \$[REDACTED] adjusted Seventh Month's Rent.

Eighth Month's Rental Payment of \$7,368.69 minus one third of the Commission Credit (\$[REDACTED]) equals \$[REDACTED] adjusted Eighth Month's Rent.

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Ninth Month's Rental Payment of \$7,368.69 minus one third of the Commission Credit [REDACTED] equals [REDACTED] adjusted Ninth Month's Rent."

All other terms and conditions remain in full force and effect.

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