



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AGREEMENT	LEASE AGREEMENT NO. 5
ADDRESS OF PREMISES  IBM BUILDING 7201 I-40 WEST AMARILLO, TX 79106-2634	TO LEASE NO. GS-07B-16831
THIS AGREEMENT, made and entered into this date by and between MARION W. COMBS AND GUY ST. CLAIR COMBS III, (Former Lessor), and COMBS COMMERCIAL PROPERTIES, LLC, (Lessor).	
whose address is 1619 S. Tyler St. Amarillo, Texas 79102-3139	
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 <u>October 23, 2012</u> establishing a new lease, as follows:	
<ol style="list-style-type: none"> <li>1. COMBS COMMERCIAL PROPERTIES, LLC, Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-16831 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after October 23, 2012. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-16831 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.</li> <li>2. The Government agrees to accept the furnishing 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.</li> <li>3. COMBS COMMERCIAL PROPERTIES, LLC, Lessor waives all rights to payments under subject lease as against the Government arising prior to October 23, 2012.</li> <li>4. MARION W. COMBS AND GUY ST. CLAIR COMBS III, former Lessor, confirms the transfer and waives any claims and rights against the Governmnet that it now has or may have in the future in connection with this lease after October 23, 2012.</li> <li>5. General Services Administration is required to have its lessors register in the System for Award Management (SAM). The SAM is the primary vendor database for the United States Government and is valuable to you to ensure payment. SAM validates the lessor's information and electronically shares the secure and encrypted data with the federal agencies' finance offices to facilitate paperless payments through electronic funds transfer. Lessors must update or renew their registration annually to maintain an active status. For assistance contact the SAM Help Desk at <a href="http://www.sam.gov">www.sam.gov</a> or, you may call 866-606-8220.</li> <li>6. Notwithstanding the foregoing, all payments heretofore made by the Government to MARION W. COMBS AND GUY ST. CLAIR COMBS III, 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 October 23, 2012, 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.</li> </ol>	
(Continued on Page 2 attached hereto and made a part of SLA No. 5 to Lease GS-07B-16831)	
<div style="text-align: right;">   Lessor  </div>	
Lease Amendment Form 07/12	

Lease Agreement No. 5 attached to and made a part of Lease GS-07B-16831.


7. COMBS COMMERCIAL PROPERTIES, 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 MARION W. COMBS AND GUY ST. CLAIR COMBS III and COMBS COMMERCIAL PROPERTIES, LLC.


8. The new owner of GS-07B-16831 is required to complete the GSA form 3518 enclosed and return it with the Supplemental Lease Agreement which will be made part of the lease.


9. PAYEE ADDRESS:  
COMBS COMMERCIAL PROPERTIES, LLC  
1619 S. Tyler St.  
Amarillo, Texas 79102-3139

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.

Signature:  ENCE  
Name: Marion W. Combs  
Title: Manager  
Date: May 10, 2013  
Name: Catandra Randolph  
Title: Property Manager  
Date: 5.10.13

Signature:  ESENE  
Name: Marion W. Combs  
Title: Owner  
Date: May 10, 2013  
Name: Catandra Randolph  
Title: Property Manager  
Date: 5.10.13

UNITED STATES OF AMERICA  
Signature:   
Name: DEE GRAYSON

Lease Contracting Officer  
General Services Administration  
819 Taylor Street  
Fort Worth, TX 76102-6105

Date: 5/13/13

  
Lessor