
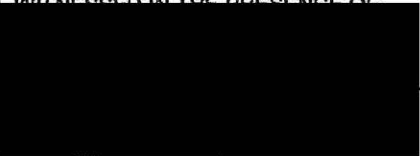



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 3	DATE 7-27-11
	TO LEASE NO. GS-07B-16848	
ADDRESS OF PREMISES: 626 South Polk Street Amarillo, Texas 79191-2320		
THIS AGREEMENT, made and entered into this date by and between JBKA HOLDINGS II, LLP, whose address is 600 S. Tyler Street Suite 1510 Amarillo, Texas 79101-2353  hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government; WHEREAS, the parties hereto agree to amend the above Lease.  NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that said Lease is amended effective upon execution by the Government as follows:  The purpose of this Supplemental Lease Agreement (SLA) is to establish the lease commencement date; and accept the tenant improvements; and reflect the finalized construction costs for the tenant improvements; and to adjust the Brokers Commission and the Commission Credit.  All other terms and conditions are in full force and effect.  See Attached  IN WITNESS WHEREOF, the parties subscribe their names as of the above date.		
	<i>Managing Partner</i> _____ (Title)	
<i>Joe Bob McCart</i> _____ (Printed Name)		
WITNESSED IN THE PRESENCE OF 	600 S. Tyler St 1510 Amarillo, _____ (Address) TX 79	
<i>Kasey Long</i> _____ (Printed Name)	Amarillo, TX 79101 _____ (City, State, Zip)	
	GENERAL SERVICES ADMINISTRATION 19 TAYLOR ST WORTH, TX 76102 CONTRACTING OFFICER _____ (Official Title)	

Supplemental Lease Agreement #3  
626 South Polk Street  
Amarillo, Texas 79191-2320

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

2.) "TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 19, 2011 through July 18, 2021 subject to termination and renewal rights as may be hereinafter set forth."

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

3.) "For the period beginning July 19, 2011 and continuing through July 18, 2021 the Government shall pay the Lessor annual rent of \$98,500.00 at the rate of \$8,208.33 per month in arrears consisting of annual shell rent of \$67,950.00 at the rate of \$5,662.50 per month and annual operating costs of \$30,550.00 at a rate of \$2,545.83 per month with annual CPI adjustments.

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

JBKA Holdings II, LLP  
600 S. Tyler Street, Suite 1510  
Amarillo, TX 79101-2353

Paragraph 8 is deleted in its entirety.

Paragraph 14 is deleted in its entirety.

Paragraph 15 of the Lease is hereby deleted in its entirety and replaced with the following:

15.) "The Lessor and the Broker have agreed to a cooperating lease commission equal to [REDACTED] of the aggregate lease value for the firm term of the lease. The total amount of the commission is \$19,700.00. 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 40% of the commission that it is entitled to [REDACTED] in connection with this lease transaction (Commission Credit). The Commission Credit is \$7,880.00. 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 SLA#3, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit to the Government. The reduction in Shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$8,208.33 minus prorated Commission Credit of \$5,370.00 equals \$2,838.33 as the adjusted First Month's Rent.

Second Month's Rental Payment of \$8,208.33 minus prorated Commission Credit of \$5,370.00 equals \$2,838.33 as the adjusted Second Month's Rent."

The government accepts the tenant improvements as complete and accepts the lump sum payment in the amount of \$19,240.00.

Lessor  Government 

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The original invoice must be submitted directly to the GSA Finance office electronically on the Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov) and a 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's designee at the following address:

Zina Thompson  
US General Services Administration  
819 Taylor St., 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 #: PS0020632

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign the invoice. The Lessor is responsible for maintenance and repair of the alterations. All alterations shall remain property of the Lessor. Lessor hereby waives all rights to restoration pertaining to these alterations.