

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 1

DATE  
1/10/12

TO LEASE NO. GS-07B-17004

ADDRESS OF PREMISES

Patriots Plaza, 8037 Lockheed, El Paso, TX 79925-2400

THIS AGREEMENT, made and entered into this date by and between: GKW Properties LTD

whose address is: 5012 50th Street, Suite 201, Lubbock, TX 79414-0001

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 confirm the agreed upon cost of Tenant Improvements,

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

- I. The term of the lease shall commence on November 1, 2011 and continue through October 31, 2021;
- II. GSA Form 3626 (Rev. 4/2009). Section 6. Rate Per Month is hereby deleted in its entirety and replaced by the following:  
6. Rate Per Month: Years 1-5 \$4,211.70 Years 6-10 \$4,019.61;
- III. PAGE 3 TO GSA FORM 3626. Section 6. Is hereby deleted in its entirety and replaced by the following:  
  
6. The tenant build-out will conform to the specifications in Lease and are to be provided by the Lessor as part of the total rental payment. The tenant build-out costs of \$17,358.51 are amortized for a period of 60 months at 6.00%. Tenant improvement rental adjustments shall be made in accordance with Paragraphs 1.9 and 1.10, Attachment No. 2, Supplemental Lease Requirements;
- IV. PAGE 3 TO GSA FORM 3626. Section 8. Is hereby deleted in its entirety and replaced by the following:  
  
8. Operating Cost Overtime rates shall not be paid.
- V. PAGE 3 TO GSA FORM 3626. Section 9. Is hereby deleted in its entirety and replaced by the following:  
  
9. HVAC for LAN room overtime while operating in excess of those hours specified in Form 3626, paragraph 4.f. shall be billed monthly in the amount of \$1.00/hour of overtime usage.

scribed their names as of the above date.

*President*

(Title)

5012 50th Suite 201

(Address)

GENERAL SERVICES ADMINISTRATION

Contracting Officer  
(Official Title)

VI. PAGE 3 TO GSA FORM 3626. Section 10. Is hereby deleted in its entirety and replaced by the following:

10. Schedule of rents is hereby established as follows:

- Years 1 – 5 the annual rent shall be **\$50,540.41** paid monthly in arrears at **\$4,211.70** per month. The annual rent includes annual operating rent of \$14,726.24 and **annual tenant improvement amortization of \$4,027.06;**
- Years 6 – 10 the annual rent shall be **\$48,235.37** paid monthly in arrears at **\$4,019.61** per month. The annual rent includes annual operating rent of \$14,726.24;

VII. PAGE 3 TO GSA FORM 3626. Section 11. Is hereby deleted in its entirety and replaced by the following:

11. In accordance with Paragraph 1.4 of ATTACHMENT 2, **AmeriVet Real Estate Services Inc.** ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and AmeriVet Real Estate Services Inc. have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease shell cost and operating cost ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Attachment #2 paragraph 1.4 of Form 3626 [REDACTED], which [REDACTED] of the Commission, will be payable to AmeriVet Real Estate Services Inc. when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the full rental payments and continue until the credit has been fully recaptured.

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

////////// END OF SLA 1 //////////

INITIALS: Lessor [Signature] Gov't [Signature]