

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT**

SUPPLEMENTAL AGREEMENT NO.

DATE

LA NO 1

9-10-14

TO LEASE NO.

GS-07B-17206

ADDRESS OF PREMISES

2314 State Highway 361
Port Aransas, TX 78373-4803
«CityStofPrem»

THIS AGREEMENT, made and entered into this date by and between [REDACTED],
as Co-Owners(Former Lessor), and [REDACTED], **individually, as 100% Owner** (Lessor),

whose address is [REDACTED]

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 14, 2013, as follows:

1. [REDACTED], Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-17206 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after November 14, 2013. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-17206 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.
2. 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. [REDACTED], Lessor, waives all rights to payments under subject lease as against the Government arising prior to November 14, 2013.
4. Rent checks shall be made payable to: [REDACTED]
5. [REDACTED], Lessor, agrees to be added to ACH Vendor Enrollment per the Debt Collection Improvement Act, which became effective July 27, 1996, and further agrees to complete Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment, and return it along with this agreement.
6. [REDACTED], 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 LA1 to Lease GS-07B-17206)

INITIAL

GOVERNMENT

LESSOR

- 7. [REDACTED], Lessor, agrees to register in Dun & Bradstreet, Data Universal Numbering System (DUNS). [REDACTED], Lessor, also agrees to register in the System for Award Management (SAM) database and update registration annually to maintain an active SAM status through final payment of this lease.
- 8. [REDACTED] (Former Lessor), confirm the transfer and waive any claims and rights against the Government that they now have or may have in the future in connection with the lease, GS-07B-17206, after November 14, 2013.
- 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 on November 14, 2013 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.
- 10. [REDACTED] (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 [REDACTED].

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.

For [REDACTED] as Co-Owners

BY: [REDACTED] signature _____ [REDACTED] (Printed Name and Title)

IN PRESENCE OF

BY: [REDACTED] _____ [REDACTED] (Printed Name and Title)

Lessor: [REDACTED], individual, as 100% Owner

By: [REDACTED] _____ [REDACTED] (Printed Name and Title)

IN P

BY: [REDACTED] _____ Brian Nelson (Printed Name and Title)

UNITED STATES OF AMERICA

BY: [REDACTED] _____ Contracting Officer
 General Services Administration
 819 Taylor Street
 Fort Worth, TX 76102

 Official Title