

General Services Administration Public Buildings Service Lease Amendment	Lease Amendment No: 2
	To Lease No. GS-07P-LTX17269
Address of Premise: Amarillo National Bank, Plaza Two, 500 South Taylor Street, Suite 300, Amarillo, TX 79101-2442	PDN Number:

**THIS AMENDMENT** is made and entered into between: **Amarillo National Bank**  
whose address is: **410 South Taylor Street, Amarillo, TX 79101**

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 authorize the Lessor to commence alterations.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended as of this day, **August 31, 2015** as follows:

The purpose of this Amendment to the Lease is to provide for the commencement date of the lease and the adjustment of the lease rent amount upon completion of the Tenant Improvement alterations agreed upon in Lease Amendment No. 1 to this Lease.

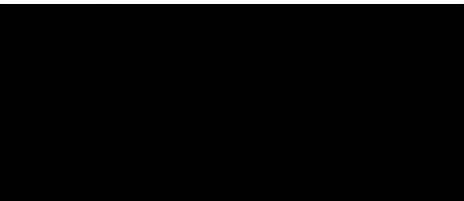

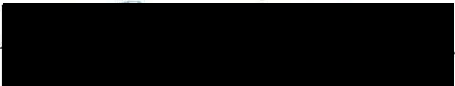
- A. The Lease commencement date of the rental shall be **September 12, 2015** and shall expire on September 11, 2030 subject to the termination rights set forth in the lease in Section 1.05 TERMINATION RIGHTS (AUG 2011). Firm term of the lease shall be **September 12, 2015** and shall expire **September 11, 2025**.
- B) The office space square footage shall be **7,278** rentable square feet yielding **6,274** ANSIBOMA Office Area (ABOA).
- C) **Paragraph A of Section 1.03 RENT AND OTHER CONSIDERATION (SEP 2012) shall be deleted and replaced with the following:**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

This Lease Amendment contains 3 pages. (Continued on Page 2)

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 below date.

<b>FOR THE</b>  Signature: _____ Name: _____ Title: _____ Entity Name: <u>Amarillo National Bank</u> Date: <u>08/27/2015</u>	<b>FOR THE</b>  Signature: _____ Name: _____ Title: _____ Officer Entity Name: <u>GSA, Public Buildings Service</u> Date: <u>8/27/2015</u>
<b>WITNESSED FOR THE LESSOR BY:</b>  Signature: _____ Name: _____ Title: <u>Facilities Administrator</u> Date: <u>August 27, 2015</u>	

*Handwritten initials: jm gs*

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$87,845.46	\$102,037.56
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$15,418.52	\$0.00
OPERATING COSTS <sup>3</sup>	\$47,088.66	\$47,088.66
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00
PARKING <sup>5</sup>	NONE	NONE
TOTAL ANNUAL RENT	\$150,352.64	\$149,126.22

<sup>1</sup>Shell rent calculation:

(Firm Term) \$87,845.46 divided by 7,278 RSF equals \$12.07 per RSF

(Non Firm Term) \$102,037.56 divided by 7,278 RSF equals \$14.02 per RSF

<sup>2</sup>The Tenant Improvement Allowance of \$121,700.00 is amortized at a rate of 4.90 percent per annum over 10 years.

<sup>3</sup>Operating Costs rent calculation: \$6.47 per RSF multiplied by 7,278 RSF

- D. Effective September 12, 2015, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **3.6487** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **7,278** RSF by the total Building space of **199,465** RSF.
- E. Effective September 12, 2015, the Common Area Factor for the lease space shall be **16.0026** percent.
- F. The Government's adjustment of vacant space shall be a reduction of **\$1.47** per ABOA SF of Space vacated by the Government.
- G. Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) shall be deleted and replaced with the following:  
 1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)  
 AmeriVet Real Estate Services, Inc., a Small Business Partner with CBRE Inc., under the GSA National Broker Contract (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to AmeriVet Real Estate Services, Inc. with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.  
  
 Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. 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:  
  
**Month 1** Rental Payment **\$12,529.39** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*  
**Month 2** Rental Payment **\$12,529.39** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*  
**Month 3** Rental Payment **\$12,529.39** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent.\*
- H. Tenant Improvements are required to be completed by December 2, 2015 (75 working days from Notice to Proceed issued in LTX17269, LA#1 dated August 19, 2015).
- I. The space is determined to be substantially complete, and the Government accepts the improvements required in the Governments space located in Suite 300. The Lessor shall complete the items listed on the GSA Form 1204, incorporated into this Lease Amendment as Exhibit A within thirty (30) days.
- J. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alterations or removal of any alteration by the Government during the term of this Lease or any extensions, and for alterations complete by either the Government or Lessor including initial build out of the lease space and/or any subsequent modifications required during the Lease period. At the Government's sole discretion, alterations that remain in the leased space after termination of the Lease contract will become property of the Lessor.

INITIALS:  &   
 Lessor Govt

