

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 10	DATE 1/3/2012
	TO LEASE NO. GS-07B-16739	

ADDRESS OF PREMISES: Southeast Center located at 3301 Golden Road – 3rd floor, Tyler, TX 75701-8339

THIS AGREEMENT, made and entered into this date by and between BPI, Inc.

whose address is P.O. Box 8300
Tyler, TX 75711-8300

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto agree to supplement the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective December 1, 2011, as follows:

- 1.) To accept the tenant improvements as completed; and
- 2.) Establish the Commencement Date of the lease and the rental payments; and
- 3.) Establish the square footages of the leased space; and
- 4.) Provide the annual rental amounts; and
- 5.) Establish the Commission and Commission Credit; and
- 6.) Establish the Government's percentage of occupancy; and
- 7.) Establish the adjustment for vacant space; and
- 8.) To provide for lump sum payment; and
- 9.) 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.

[Redacted Signature]

President
Title

Steve Roosth
Printed Name

[Redacted Signature]

P.O. Box 8300
(Address)

Peggy A. Boyken
Printed Name

Tyler, TX 75711-8300
City, State, Zip

UNITED STATES OF AMERICA
[Redacted Signature]

General Services Administration
819 Taylor St.
Fort Worth, TX 76102
Contracting Officer
(Official Title)

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Tyler, TX 75701-8339

- 1.) The tenant improvements have been substantially completed and the Government accepts the leased space on December 1, 2011.
- 2.) The commencement date of the lease and the rental shall be December 1, 2011 and shall expire on November 30, 2026, subject to termination rights as set forth in the Lease.
- 3.) The square footage of the office and related space shall be 8,652 rentable square feet (RSF) yielding 8,006 ANSI-BOMA Office Area (ABOA).
- 4.) The Government shall pay the Lessor annual rent as follows:

From December 1, 2011 through November 30, 2016 the total annual rental shall be \$205,095.36 at the rate of \$17,091.28 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$103,844.34, and annual Operating Costs of \$60,474.00 plus annual Operating Cost adjustments as stated in the Solicitation for Offer, and annual Tenant Improvement cost of \$40,777.02.

From December 1, 2016 through November 30, 2021 the total annual rent shall be \$218,705.56 at the rate of \$18,225.46 paid monthly in arrears.. The total annual rent consists of Shell Rent of \$117,454.54 and Operating Costs of \$60,474.00 plus annual Operating Cost adjustments as stated in the Solicitation for Offer, and annual Tenant Improvement cost of \$40,777.02.

From December 1, 2021 through November 30, 2026 the total annual rent shall be \$195,375.10 at the rate of \$16,281.26 paid monthly in arrears.. The total annual rent consists of Shell Rent of \$134,901.10 and Operating Costs of \$60,474.00 plus annual Operating Cost adjustments as stated in the Solicitation for Offer.

5.) The Lessor and the Broker have agreed to a cooperating lease commission. The total amount of Commission is [REDACTED]

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 [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit).

The Commission Credit to the Government is [REDACTED]. 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 4 of this SLA # 10, 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 rental payments shall commence with the first month of the rental payments and continue through the fifth month of the rental payments as indicated in the following schedule for adjusted Monthly Rent.

First Month's Rental Payment of \$17,091.28 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted First Month's Rent.

Second Month's Rental Payment of \$17,091.28 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted Second Month's Rent.

Gov't Initials *MD*

Lessor Initials: *SEP*

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Third Month's Rental Payment of \$17,091.28 minus the Commission Credit ([REDACTED]) equals \$ [REDACTED] as the adjusted Third Month's Rent.

Fourth Month's Rental Payment of \$17,091.28 minus the Commission Credit ([REDACTED]) equals \$ [REDACTED] as the adjusted Fourth Month's Rent.

Fifth Month's Rental Payment of \$17,091.28 minus the Commission Credit ([REDACTED]) equals \$ [REDACTED] as the adjusted Fifth Month's Rent.

6.) The percentage of occupancy for Tax Reimbursement purposes shall be 24.07% (8,652 Rentable Square Footage, (RSF) /35,944 RSF of the total building) and the new Tax Base Year for taxes shall be the taxes for calendar year 2011.

7.) The Government's adjustment of vacant space shall be a reduction of \$1.30/ABOA SF.

8.) The total cost of the Tenant Improvements is \$579,636.30. The Lessor and the Government agree that a lump-sum payment for a portion of the total tenant improvement cost shall be made in the amount of \$280,372.02. The remaining balance of \$299,264.28 shall be amortized monthly into the rent at the rate of six and a half percent (6.5%) over the first ten (10) years of the lease as stated in paragraph 4 above.

The Lessor agrees that the invoice for the lump sum payment referenced above shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. It shall reference the number PS0019463 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process this invoice electronically, an invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

Contracting Officer
U.S. General Services Administration
819 Taylor Street 7PRA; Room 5A18
Fort Worth, Texas 76102-0181

9.) All other terms and conditions of the lease shall remain in full force and effect.

Gov't Initials YAL

Lessor Initials: SCP