

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT <b>NO 2</b>	DATE <u>7/19/12</u>
	TO LEASE NO. <b>GS-07B-16840</b>	

ADDRESS OF PREMISES: McAllen Neuhaus Tower, 200 South 10<sup>th</sup> Street, McAllen, TX, 78501-4800

THIS AGREEMENT, made and entered into this date by and between. BREOF BNK TEXAS, LP whose address is 200 South 10<sup>th</sup> Street, McAllen, TX 78501-4800

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

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

- 1.) To accept the tenant improvements as completed and;
- 2.) establish the Commencement Date of the lease rental payments; and
- 3.) establish the square footages of the leased space; and
- 4.) to provide the annual rental amounts; and
- 5.) establish the Governments percentage of occupancy; and
- 6.) establish the reduction amount for vacant space; and
- 7.) to provide for the payment of the Tenant Improvements; and
- 8.) to provide for the payment of Broker Commission and Commission Credit; and
- 9.) all other conditions are in full force and effect.

See Attached

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

BY: BREOF BNK TEXAS, LP

Signature

[Redacted Signature]

OFFICER

Title

Printed Name

STEVEN GANELESS

Witness in the presence of

Signature

[Redacted Signature]

[Redacted Signature]

Printed Name

Claudia L. Gomez

[Redacted Signature]

UNITED STATES OF AMERICA

Garhett Gor

General Services Administration  
 819 Taylor St., Room 5A18  
 Fort Worth, TX 76102  
 Contracting Officer  
 (Official Title)

Supplemental Lease Agreement No. 2  
9TX2759  
200 South 10<sup>th</sup> Street  
McAllen, TX 78501-4800

1.) The tenant improvements have been *substantially* completed and the government accepts the leased space on June 21, 2012. The Lessor and the Government agree that the requirements specifically identified in Exhibit "A" of this lease have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within thirty (30) days of the Government's acceptance of the space for occupancy. Within seven (7) days of the completion date for the Lessor to cure the deficiencies in Exhibit "A" of this lease, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.

2.) The commencement date of the rental shall be June 22, 2012 and shall expire on June 21, 2022.

3.) The office space square footage shall be 1,895 rentable square feet (RSF) yielding 1,598 ANSIBOMA Office Area (ABOA).

4.) The Government shall pay the Lessor annual rent as follows:

From June 22, 2012 through June 21, 2017 the total annual rental shall be \$46,245.79 at the rate of \$3,853.82 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$16,600.20 at the rate of \$1,383.35 per month, annual Operating Costs of \$13,265.00 at the rate of \$1,105.42 per month plus annual Operating Cost adjustments, and annual Tenant Improvement Amortization cost of \$16,380.59.

From June 22, 2017 through June 21, 2022 the total annual rent shall be \$32,215.00 at the rate of \$2,684.58 paid monthly in arrears. The total annual rent consists of Shell Rent of \$18,950.00 at the rate of \$1,579.17 per month and Operating Costs of \$13,265.00 at the rate of \$1,105.42 per month plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

5.) The percentage of occupancy for Tax Reimbursement purposes shall be: 00.88% (1,895 Rentable Square Footage, (RSF) /215,342 RSF ) and the new Base Year for taxes shall be the taxes in the year of 2012.

6.) The Government's adjustment of vacant space shall be a reduction of \$3.00/RSF .

7.) The total cost of the Tenant Improvements is \$86,345.35. 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 \$17,407.63. The remaining balance of \$68,937.72 shall be amortized monthly into the rent at the rate of seven percent (7%) over the first five (5) years of the lease as stated in paragraph 4 above.

The Lessor agrees that the invoice 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 **PS#0023238** 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, and invoice may be mailed to:

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

Gov't Initials

Lessor Initials:

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

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

8.) The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the 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 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 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$3,853.81 minus one third of the Commission Credit [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$3,853.81 minus one third of the Commission Credit [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment of \$3,853.81 minus one third of the Commission Credit [REDACTED] equals [REDACTED] adjusted Third Month's Rent."

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

Gov't Initials

Lessor Initials:

