

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 4 Page 1 of 2	DATE 9/22/2011
	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, hereafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to approve the shell building restroom renovation and adjust the shell rent accordingly based on the cost of the work.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective September 16, 2011, as follows:

I. The negotiated Lease rental rate did not include renovation of the shell building restrooms on the floor of occupancy. The cost to renovate the restrooms is [REDACTED], which includes the base bid of [REDACTED] plus Alternate # 3 of [REDACTED]. See attached Exhibit A for scope of work and pricing. The shell rent will be increased by \$1.025/RSF for 10 years based on the cost of the work amortized at 6.5% and based on a 4.5% broker commission and commission credit.

II. Paragraph 3 of the Lease, is deleted in its entirety and replaced as follows:

“3. The Government shall pay the Lessor annual rent of \$205,095.36 at the approximate rate of \$17,091.28 per month in arrears for years 1 - 5, which consists of annual shell rent of \$103,844.34, annual operating costs of \$60,474.00 and annual amortized tenant improvements cost of approximately \$40,777.02.

For years 6 – 10 the Government shall pay the Lessor annual rent of \$218,705.56 at the approximate rate of \$18,225.46 per month in arrears, which consists of annual shell rent of \$117,454.54, annual operating costs of \$60,474.00 and annual amortized tenant improvements cost of approximately \$40,777.02.

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

LESSOR BY [REDACTED] _____
 (Signature) President
 (Title)

IN PRESENCE OF [REDACTED] _____
 P.O. Box 8300, Tyler Texas 75711
 (Address)

UNITED STATES OF AMERICA [REDACTED] _____
 CONTRACTING OFFICER
 GENERAL SERVICES ADMINISTRATION
 (Official Title)

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For years 11 – 15 the Government shall pay the Lessor annual rent of \$195,375.10 at the approximate rate of \$16,281.26 per month in arrears, which consists of annual shell rent of \$134,901.10 and annual operating costs of \$60,474.00.

Rent for a lesser period shall be prorated. Rent shall be made payable to:

BPI, Inc.
P.O. Box 8300
Tyler, Texas 75711-8300"

III. Paragraph 15 of the Lease, is deleted in its entirety and replaced as follows:



"15. The Lessor and JSC Realty and Investment Services, Inc. as co-broker with The Crown Partnership, Inc. 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]. 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] and will be paid in accordance with the commission agreement signed by the parties. 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 rent shall commence with the first full month of the rental payments and continue until fully recaptured."

IV. All other terms and conditions remain in full force and effect.

INITIALS:


LESSOR & 
GOVT