

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-07B-16983	DATE 6-14-2012	PAGE 1 of 2
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ADDRESS OF PREMISES
Tanglewood East Center, 1700 SSE Loop 323, Suite 340 Tyler, TX 75701-5033

THIS AGREEMENT, made and entered into this date by and between EARL TOM PYLE DBA PRLE PROPERTIES

whose address is 212 OLD GRANDE BOUELVARD, SUITE C-100
TYLER, TX 75703-4265

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter 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 upon execution by the Government, as follows:

The purpose of this Supplemental Lease Agreement (SLA) No. 2 is to adjust the Annual Rent and Broker Commission and Commission Credit.

Paragraph 3 of the SF-2 is deleted in its entirety and replaced with the following:

3. The Government shall pay the Lessor annual rent at the following rate:

The Government shall pay the Lessor annual rent of \$159,662.00 at the rate of \$13,305.17 per month in arrears for years 1 through 5, which consist of annual Shell rent of \$71,706.94, at a rate of \$5,975.58 per month, annual Operating costs of \$41,578.75 at a rate of \$3,464.90 per month, annual amortized Tenant Improvements (TI) of \$45,470.49 at a rate of \$3,789.21 per month, and annual amortized Building Specific Amortized Capital (BSAC) of \$905.82 at a rate of \$75.49 per month.

For years 6 through 10, Government shall pay Lessor total annual rent of \$153,296.55 at a rate of \$12,774.71 per month in arrears. The total annual rent shall consist of Shell rent of \$111,717.80 at a rate of \$9,309.82 per month and Operating rent of \$41,578.75 at a rate of 3,464.90 per month with annual CPI adjustments.

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

EARL TOM PYLE DBA PYLE PROPERTIES
212 OLD GRANDE BLVD., SUITE C-100
TYLER, TX 75703-4265

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE	[Redacted]	NAME OF SIGNER	Earl Tom Pyle
ADDRESS	212 Old Grande Blvd, Suite C-100, Tyler, TX 75703		

IN PRESENCE OF

SIGNATURE	[Redacted]	NAME OF SIGNER	Linda Skinner
ADDRESS	212 Old Grande Blvd, Suite C-100, Tyler, TX 75703		

UNITED STATES OF AMERICA

[Redacted]	NAME OF SIGNER	DUSTY GRIFFIN
[Redacted]	OFFICIAL TITLE OF SIGNER	CONTRACTING OFFICER

Paragraph 16 of the SF-2 is deleted in its entirety and replaced with the following:

16. In accordance with Paragraph 2.3 *Broker Commission and Commission Credit*, **Studley, Inc.** ("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. Due to the Commission Credit which is [REDACTED], only [REDACTED] of the Commission, will be payable to **Studley, Inc.** with the remaining [REDACTED] which is the "Commission Credit", shall 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 period practicable.

Notwithstanding Paragraph 3 of this Award document, 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 month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$13,305.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$13,305.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$13,305.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

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

INITIALS: elp & Dgy
LESSOR GOV