

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 6

TO LEASE NO. **GS-07B-16983**

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 PYLE PROPERTIES,

whose address is 212 Old Grand Boulevard, 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:

- 1.) To accept the tenant improvements as completed, and
- 2.) establish the commencement date of the lease rental payments, and
- 3.) establish the square footage of the leased space, and
- 4.) provide the annual rental amounts, and
- 5.) adjust the broker commission and credit, and
- 6.) to provide for lump sum payment, and
- 7.) to incorporate references to Lease Amendment.

*Continued on Sheets 2 and 3, attached hereto and made a part of the lease.*

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

FOR THE LESSOR

FOR THE GOVERNMENT

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Earl Tom Pyle

Name: \_\_\_\_\_

Title: OWNER

Title: Lease Contracting Officer

Entity Name: EARL TOM PYLE DBA PYLE PROPERTIES

GSA, Public Buildings Service

Date: 9-11-12

Date: 9-24-12

WITNESS

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Office Manager

Date: 9-11-12

Sheet 2, attached hereto and made a part of lease GS-07B-16983, Lease Amendment No.6

- 1.) The tenant improvements have been substantially completed and the government accepts the leased space on August 31, 2012.
- 2.) The commencement date of the rental shall be August 31, 2012 and shall expire on August 30, 2022.
- 3.) The office space square footage shall be 5,735 rentable square feet yielding 5,371 ANSIBOMA Office Area (ABOA).
- 4.) The Government shall pay the Lessor annual rent as follows:

From August 31, 2012 through August 30, 2017 the total annual rental shall be \$149,168.81 at the rate of \$12,430.73 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$71,706.94, annual Operating Costs of \$41,578.75 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$34,977.30, and annual amortized Building Specific Amortized Capital (BSAC) of \$905.82.

From August 31, 2017 through August 30, 2022 the total annual rent shall be \$153,296.55. The total annual rent consists of Shell Rent of \$111,717.80 and Operating Costs of \$41,578.75 plus annual Operating Cost adjustments. There are no annual Tenant Improvement or BSAC costs.

5.) 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, 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 4 above, 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 \$12,430.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$12,430.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$12,430.73 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

INITIALS: ep LESSOR & Dcf GOVT

Sheet 3, attached hereto and made a part of lease GS-07B-16983, Lease Amendment No.6

6.) The total cost of the Tenant Improvements is \$176,395.00. 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 \$21,939.00. The remaining balance of \$154,456.00 shall be amortized monthly into the rent at the rate of five percent (5%) 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 PS0023963 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, then the 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 Project Manager at the following address:

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

7.) Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".

INITIALS:  &   
LESSOR GOV'T