GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT

ADDRESS OF PREMISES 913 N.W. Loop 281 Longview, TX 75604-2929 LEASE AMENDMENT No. 2

TO LEASE NO. GS-07P-LTX17231

PDN Number: PS0029622

THIS AMENDMENT is made and entered into between Philipsborn Company of Texas, Inc.

whose address is:

205 W. Randolph Street, Suite 1010

Chicago, IL 60606

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

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

The purpose of this Lease Amendment No. 2 is to:

- 1) To accept the leased space; and
- 2) To revise the amortized Tenant Improvement Allowance and lump sum payment; and
- 3) To revise the Annual Rent.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon Government execution, as follows:

1. The Term of the Lease is as follows:

TO HAVE AND TO HOLD the said premises with their appurtenances for the 10 year term beginning October 23, 2014 through October 22, 2024, subject to termination and renewal rights as may be hereafter set forth.

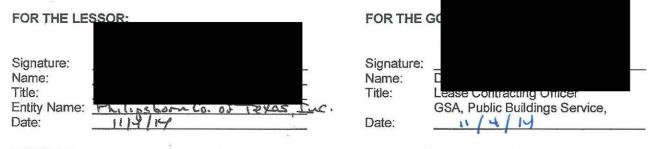
2. The amount of space occupied is as follows:

3,664 rentable square feet (rsf) which yields 3,014 ANSI/BOMA Office Area square feet (usf) of office and related space located at 913 N.W. Loop 281, Longview, TX 75604-2929, together with 14 parking spaces.

This Lease Amendment contains 3 pages.

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 below date.



WITNESSED FOR THE LESSOR BY:

Signature:
Name:
Title:
Real Estate Analyst
Date:

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Lease Amendment Form 12/12

3. Section 1.03 A, Rent and Other Consideration, is revised as follows:

Effective October 23, 2014 through October 22, 2017, the total annual rent shall be \$109,574.72 at the rate of \$9,131.23 paid monthly in arrears. The total annual rent consists of shell rent of \$50,013.60, an annual operating cost of \$23,376.32, Tenant Improvements in the amount of \$102,133.91 amortized at 4% over 36months, plus all future CPIs.

Effective October 23, 2017 through October 22, 2024, the total annual rent shall be \$69,176.32 at the rate of \$5,764.69 paid monthly in arrears. The total annual rent consists of shell rent of \$45,800.00, an annual operating cost of \$23,376.32, plus all future CPIs.

| | FIRM TERM | Non Firm Term | | |
|---------------------------------------|--------------|---------------|--|--|
| 9 | ANNUAL RENT | ANNUAL RENT | | |
| SHELL RENT | \$50,013.60 | \$45,800.00 | | |
| TENANT IMPROVEMENTS RENT ¹ | \$ 36,184.80 | \$0.00 | | |
| ÓPERATING COSTS | \$ 23,376.32 | \$ 23,376.32 | | |
| BUILDING SPECIFIC AMORTIZED CAPITAL | \$ 0.00 | \$0.00 | | |
| TOTAL ANNUAL RENT | \$109,574.72 | \$69,176.32 | | |

The Tenant Improvement Allowance of \$102,133.91 is amortized at a rate of 4 percent per annum over 3 years.

4. Section 1.08, Tenant Improvements and Pricing, is revised as follows:

The Government shall pay for the total Tenant Improvement Cost by amortizing \$102,133.91 over the first three years of the term at an interest rate of 4.0%. The remaining balance of the total costs of the Tenant Improvements is \$12,085.09 (Tl total cost of \$114,219.00 – Tl allowance of \$102,133.91) and shall be paid by a lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements necessary to finish the interior of the leased space as depicted on Exhibit "A" of the Lease. The lump-sum payment includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

Upon completion, inspection, and acceptance of the space, the Government shall pay for the total BSAC cost of \$55,000.00 by a lump-sum payment. The lump-sum payment includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the BSAC work by the anticipated date of completion.

Upon acceptance of the TI by the Government, the Lessor may submit for payment of the lump-sum payment of \$67,085.09 (TI \$12,085.09 + BSAC \$55,000.00). The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named on this lease, shall include the Lease number, building address, and a price and quantity of items delivered. The invoice shall reference the number PS0029622 and shall be sent electronically to the GSA Finance Website at http://www.finance.gsa.gov/defaultextemal.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 the 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 Lease Contracting Officer at the following address:

NITIALS:

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General Services Administration Attn: Me'Chaela Buford 819 Taylor Street, Room 11B Fort Worth, TX 76102-0181

| 5 | Section 1.04 | Broker Col | mmieeion ar | nd Credit of | the Lasea is | herehy : | e habname | e followe: |
|-----|--------------|------------|-------------|--------------|--------------|----------|-----------|------------|
| · · | Dection 1.04 | DIOKEI COL | minasivn ai | iu cieuii oi | HIG LEASE IS | Helena 6 | amenueu a | 2 IOHOAA2. |

| A. Savills Studley, Inc. ("Broker") is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is and is earned upon Lease execution, |
|--|
| payable according to the commission agreement signed between the two parties. Only |
| Commission, will be payable to Savills Studley, Inc. with the remaining which is the Commission Credit, |
| to 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 practicable. |
| B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully 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 |

Month 1 Rental Payment \$9,131.23 minus prorated Commission Credit of equals \$6,254.89 adjusted 1st Month's Rent.

Month 2 Rental Payment \$9,131.23 minus prorated Commission Credit of equals \$6,254.90 adjusted 2nd Month's Rent.

6. The Lessor hereby waives restoration as a result of all improvements.

Monthly Rent:

INITIALS:

LESSOR

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