

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 2	DATE <i>April 15, 2010</i>
	TO LEASE NO. GS-07B-16554	Page 1 of 4

ADDRESS OF PREMISES 700 Block N. Collegiate Drive
Paris, Texas

THIS AGREEMENT, made and entered into this date by and between **Rocky Bluff, LLC**

Whose address is 10719 100th Street
Lindsay, OK 73052-7805

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

Paragraphs 3 and 16 are deleted in their entirety and the following paragraphs are substituted therefore. Paragraphs 17, 18, and 19 are added.

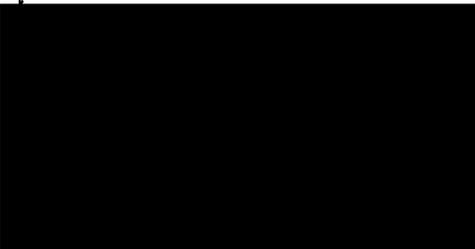
3. The Government shall pay the Lessor annual rent of \$460,276.76 at a rate of \$38,356.40 per month in arrears for years 1-10. Rent for a lesser period shall be prorated. Rent payments will be made via Electronic Funds Transfer payable to: Rocky Bluff, LLC, 10719 100th Street, P.O. Box 746, Lindsay, OK 73052 - 7805

16. **BROKER COMMISSION AND COMMISSION CREDIT:** Pursuant to Paragraph 1.12 Broker Commission and Commission Credit (NOV 2006) of the Solicitation for Offers, the Lessor and the Broker have agreed to a cooperating Lease commission of [redacted] of the lease firm term of ten (10) years based on the full-service rent rate. 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 forgo [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The [redacted] balance which equates to [redacted] is to be paid to the broker as follows: Fifty percent (50%) is due payable within 30 days of lease award and the remaining fifty percent (50%) is payable at lease occupancy.

Notwithstanding paragraph 3 of the lease, the shell rental payments due and owing under this lease shall be reduced to fully capture this Commission Credit. The reduction in shell rent shall commence with the first month of rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Full Month's Rental payment of \$38,356.40 (includes \$29,672.24 shell rent) minus the prorated Commission Credit of [redacted] equals [redacted] adjust first full month's and second month's rent.

Continued on page 2



scribed their names as of the above date.

LESSOR

Manager

(Title)



(Signature)

P.O. Box 746 Lindsay, Ok 73052

(Address)



CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
819 TAYLOR ST., FT. WORTH, TX 76102-6124

17. Referencing Paragraph 11 (page 2 of 3) of the lease contract, the total costs for tenant improvements is \$574,294.00. The Tenant Improvement allowance is increased to \$34.50 (rounded) per ANSI/BOMA Office Area square foot. The Tenant Improvement Allowance (TIA) in the amount of \$323,762.31 will be amortized over a period of 120 months at an interest rate of 7.0%.

The overage in Tenant Improvement (TI) costs shall be reimbursed to the Lessor in a one-time lump sum payment in the amount of \$250,531.69 which shall be due upon receipt of an original invoice submitted after completion, inspection, and acceptance of the space by the Contracting Officer or designated Contracting Officer Representative.

The total TIA for [REDACTED] is \$286,837.81 and the total TI cost is \$434,895, resulting in an overage in the amount of \$148,057.19. The total TIA for [REDACTED] is \$36,924.50 and the total TI cost is \$139,399; resulting in an overage in the amount of \$102,474.50.

18. The bid breakdown is attached (Exhibit A) and hereby made a part of the lease.

19. Upon full execution by the Government, this SLA serves as the official Notice to Proceed for build-out of tenant improvements.

The original invoice must be submitted directly to the GSA Finance Office electronically on the finance website at www.gsa.finance.gov. If you are unable to process the invoice electronically, you may mail the invoice to the following address:

GSA, Greater Finance Center
FAS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

Kristine Danielson
Leasing Contracting Officer
GSA, PBS - Real Estate Acquisition Division
200 NW 4th Street, Room 4050
Oklahoma City, OK 73102
O: 405.231.5437
F: 405.231.4574
C: 405.630.5486
kristine.danielson@gsa.gov

A proper invoice must include:

1. Invoice Date
2. Name of the Lessor and Lease contract number, cited exactly as shown on the Lease
3. Building address, and a description, price and quantity of the items delivered
4. If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it
5. GSA PDN # P80016969

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

INITIALS:

SS
LESSOR

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GOVT