

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-073-16739

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 agree to supplement the above lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective July 26, 2011, as follows:

- 1.) Description of the Tenant Improvements to be constructed; and
- 2.) To provide a Notice to Proceed; and
- 3.) To provide for the payment of the Tenant Improvements; and
- 4.) All other terms and conditions are in full force and effect.

See Attached.

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

President

(Title)

IN PRESEN

P.O. Box 3300, Tyler, Texas 75711-8300
(Address)

UNITED STATES OF AMERICA

BY _____

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
(Official Title)

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- 1.) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the Tenant Improvements as depicted and according to the Construction Drawings that consist of the Architectural & MEP drawings dated 04/13/2011, the Fire Protection Plan dated 3/2/11, Addendum # 1 dated May 17, 2011 and Addendum # 2 dated June 15, 2011.
- 2.) Upon full execution and delivery of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with the construction of the tenant improvements. The anticipated date of the completion of the Tenant Improvements and acceptance by the Government is on or before November 4, 2011.
- 3.) The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The total cost of the Tenant Improvements shall change from \$299,264.28 to \$542,619.00. The total Tenant Improvement cost 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.

Any change of the Construction Drawings, which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

A portion of the **total Tenant Improvement costs**, \$299,264.28, shall be amortized over the first ten (10) year firm term of the lease agreement at an interest rate of six and a half percent (6.5%) paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement cost is \$40,777.02 paid monthly in arrears in the amount of \$3,398.09.

The **remaining balance of the total** cost of the Tenant Improvements is \$243,354.72 [$\$542,619.00 - \$299,264.28$] shall be paid by a lump-sum payment upon the substantial completion and acceptance by the Government of the tenant improvements.

To submit for payment of the lump-sum-payment, 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. **The invoice shall reference the number PS0119463** 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 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 Contracting Officer/Realty Specialist at the following address:

General Services Administration
Attn: Jamie Simpson
819 Taylor Street, 7PRB (Room 5A18)
Fort Worth, TX 76102-6118

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent SLA.

- 4.) All other terms and conditions are in full force and effect.

