

# COMMERCIAL LEASE ADDENDUM - A

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1 This addendum A is part of the Commercial Lease Agreement (Lease)  
2 dated:\_\_\_\_\_. The following paragraphs are cut from the Commercial Management  
3 Agreement with the owner of the property and shall supersede any Commercial Lease  
4 Agreements in the main document that contrary or not in concordance with the following;

## 5 **ARTICLE VII - EXPECTATION OF TENANCY**

6 Owner expects the Property Manager to enforce the follow upon any and all tenants.

7 **7.1 Tenant's Maintenance.** Tenant shall, at its sole expense, keep all parts of the Leased Premises in  
8 good condition, order and repair, clean, sanitary and safe, including, without limitation, the following  
9 items: all glass, including windows of glass or plate glass, window mullions and gaskets, doors and  
10 attached hardware, office entries, special store fronts, interior walls, interior ceilings, cabinets, millwork,  
11 paneling and other finish work, floors and floor coverings, plumbing fixtures and sanitary sewers  
12 between Tenant's plumbing fixtures and the main Project sanitary sewers, electrical facilities and  
13 electrical fixtures, and all other equipment, fixtures and Trade Fixtures (hereinafter defined), and shall  
14 paint the interior of the Leased Premises when necessary in order to maintain at all times a clean and  
15 slightly appearance. Tenant shall also maintain on a regular basis the heating, ventilating and cooling  
16 equipment serving the Leased Premises, and repair the same as necessary. Tenant shall repair and  
17 replace, subject to Manager's direction and supervision, any damage to the Leased Premises or the  
18 Project caused by Tenant or any of Tenant's Agents. If Tenant refuses or neglects to make repairs and/or  
19 maintain the Leased Premises, or any part thereof, in a manner reasonably satisfactory to Manager,  
20 Manager shall have the right (but not the obligation), upon giving Tenant ten days' prior written notice  
21 of its election to do so, to make such repairs or replacements or perform such maintenance on behalf of  
22 and for the account of Tenant. Such cost shall be payable to Manager by Tenant on demand as  
23 Additional Rental. The obligation to repair shall include the obligation to replace when necessary. All  
24 contractors, workmen, artisans and other persons which or who Tenant proposes to retain to perform  
25 work in the Leased Premises pursuant to this Section shall be approved by Manager prior to the  
26 commencement of any such work. Tenant is also obligated to perform, at Tenant's own cost and  
27 expense and risk, all other maintenance and repairs necessary or appropriate to cause the Leased  
28 Premises to be suitable for Tenant's intended commercial purpose.

29 **7.2 Occupancy of Leased Premises.** Tenant shall throughout the Term of this Lease, at its own expense,  
30 maintain the Leased Premises and all improvements thereon and shall deliver up the Leased Premises in  
31 a clean and sanitary condition at the expiration or termination of this Lease or the termination of  
32 Tenant's right to occupy the Leased Premises, in good repair and condition, reasonable wear and tear  
33 excepted, subject to the provisions of Article VI. Upon the expiration or termination of this Lease or the  
34 termination of Tenant's right to occupy the Leased Premises, Tenant shall surrender all keys for the  
35 Leased Premises to Manager at the place then fixed for the payment of Rent and Manager shall have the  
36 right to reenter and resume possession of the Leased Premises. No act done by Manager or any of

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37 Manager's Agents (hereinafter defined) during the Term of the Lease shall be deemed an acceptance of  
38 a surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises  
39 shall be valid unless the same be made in writing and executed by Manager. Tenant shall notify Manager  
40 at least fifteen (15) days prior to vacating the Leased Premises and shall arrange to meet with Manager  
41 for a joint inspection of the Leased Premises. If Tenant fails to give such notice or to arrange for such  
42 inspection, then Manager's inspection of the Leased Premises shall be deemed correct for the purpose  
43 of determining Tenant's responsibility for repair of the Leased Premises.  
44

45 **7.3. Common Area.** The Common Area, if applicable, shall be subject to Manager's sole management  
46 and control and shall be operated and maintained in such manner as Manager, in its discretion, shall  
47 determine. Manager reserves the right to change from time to time the dimensions and location of the  
48 Common Area as well as the location, dimensions, identity and type of any building and to construct  
49 additional buildings or additional stories on existing buildings or other improvements in the Project, and  
50 to eliminate buildings. Tenant and Tenant's Agents shall have the nonexclusive right and license to use  
51 the Common Area as constituted from time to time, such use to be in common with Manager, other  
52 tenants of the Project and other persons permitted by Manager to use the Common Area. Manager may  
53 from time to time designate specific areas within the Project or in reasonable proximity thereto in which  
54 automobiles owned by Tenant and Tenant's Agents shall be parked. Tenant and Tenant's Agents shall  
55 not, without the prior written consent of Manager, solicit business or display merchandise within the  
56 Common Area, or distribute handbills therein, or take any action which would interfere with the rights  
57 of other persons to use the Common Area. Manager may temporarily close any part of the Common  
58 Area as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or  
59 alterations.  
60

61 **7.4. Light, Air and View.** Neither the diminution nor the shutting off of any light, air or view nor any  
62 other effect on the Leased Premises by any structure or condition now or hereafter existing on property  
63 adjacent to the Leased Premises or the Project shall affect this Lease, abate Rent or otherwise impose  
64 any liability on Manager.  
65

66 **7.5. Entry.** Tenant shall permit Manager and Manager's Agents (hereinafter defined) to enter into and  
67 upon the Leased Premises at all reasonable times for the purposes of inspecting the same or showing  
68 the same to prospective purchasers, or for the purpose of maintaining or making repairs and the Rent  
69 shall in no way abate while such inspections, repairs, alterations, improvements or additions are being  
70 made, by reason of loss or interruption of business of Tenant; provided, however, that Manager shall  
71 make reasonable efforts not to interfere with the normal business operations of Tenant. During the  
72 period that is six (6) months prior to the end of the Term hereof (unless Tenant has exercised its option  
73 to renew) and at any time Tenant is in default, Manager or Manager's Agents may enter the Leased  
74 Premises during reasonable times for the purpose of showing the Leased Premises. Manager  
75 acknowledges that the business conducted by Tenant and to be conducted by Tenant on the Leased  
76 Premises consists of retention, maintenance and storage of records of third parties, which requires that  
77 their access be restricted so as to maintain the confidentiality thereof. In exercising its right to enter into

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78 and upon the Leased Premises, Manager shall observe such procedures and safeguards as Tenant may  
79 reasonably impose to protect the confidentiality of the business records stored in the Leased Premises,  
80 provided, in the case of an emergency, Manager may take such action as may be reasonably necessary  
81 to protect the Leased Premises. In the event of a default by Tenant under and pursuant to this Lease,  
82 Tenant, or the third parties whose records are stored and maintained by Tenant on the Premises, shall  
83 have thirty (30) days from the retaking of possession by Manager in which to remove such records from  
84 the Premises without interference from Manager. In no event shall any Manager type lien, security  
85 interest or encumbrance attach in any manner to any of such third party records.

86  
87 **7.6. Waste and Environmental Compliance.** Tenant covenants and agrees to comply strictly and in all  
88 respects and to cause Tenant's Agents to comply strictly and in all respects with the requirements of any  
89 applicable law, statute, ordinance, permit, decree, guideline, rule, regulation or order pertaining to  
90 health or the environment (hereinafter sometimes collectively called "Applicable Environmental Laws"),  
91 including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability  
92 Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act,  
93 the Texas Water Code, the Texas Solid Waste Disposal Act and regulations promulgated under any of the  
94 preceding statutes, as each of the foregoing may be amended from time to time. Tenant shall not cause  
95 or permit any Hazardous Materials (hereinafter defined) to be brought to or generated, treated, stored,  
96 used, installed or disposed in, on, under or about the Leased Premises or the Project.

97 ---end of document ---

98

99 Initials of tenant w/date: \_\_\_\_\_