

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-07B-16886	DATE 6-7-12	PAGE 1 of 2
ADDRESS OF PREMISES 1122 N. University Drive, Suite G-3, Nacogdoches, TX 75961-4227			

THIS AGREEMENT, made and entered into this date by and between University Mall Realty Ltd. whose address is

15400 Knoll Trail Drive
Suite 350
Dallas, TX 75248-7023

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

WHEREAS, the parties hereto desire to amend the above Lease - to establish beneficial occupancy for the leased premises and provide lump sum invoicing directions.

The purpose of this Supplement Lease Agreement Two (2) is to establish beneficial occupancy for this lease, establish the rental considerations for the lease, and to correct the lump sum payment for the tenant improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, June 1, 2012, as follows

Paragraph B, Item 3 of Part II of the GSA Form 3626 is deleted in its entirety and replaced with the following:

3. TO HAVE AND TO HOLD, for the term commencing on June 1, 2012 and continuing through May 30, 2022 (ten (10) years from initial occupancy inclusive). The Government may terminate this lease in whole or in part at any time on or after the fifth (5th) lease year (May 30, 2017), by giving at least ninety (90) days notice in writing to the lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.



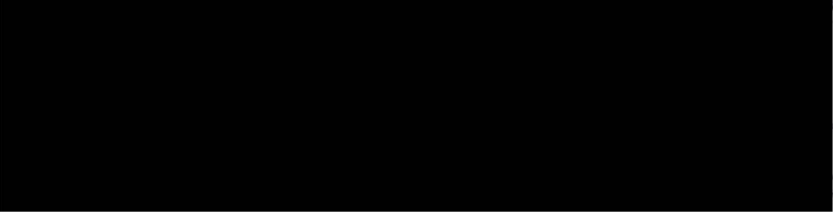
Paragraph C, Item 5 of Part II of the GSA Form 3626 is deleted in its entirety and replaced with the following:

5. AMOUNT OF ANNUAL RENT

The Government shall pay annual rent of \$51,032.41 beginning on June 1, 2012 through May 30, 2017. Annual rent includes annual shell rent, annual operating rent, and an amortized tenant improvement allowance amortized at the rate of 7% over the firm term of 60 months.

The Government shall pay annual rent of \$36,569.65 beginning on June 1, 2017 through May 30, 2022. Annual rent includes annual shell rent and annual operating rent.

have hereunto subscribed their names as of the date first above written.

	LESSOR	NAME OF SIGNER David Saramon
		DALLAS TX 75248
	IN PRESENCE OF	NAME OF SIGNER JEFF HUBST
	AMERICA	NAME OF SIGNER Eduardo D. Perez
		OFFICIAL TITLE OF SIGNER Contracting Officer

GSA FORM 276 (REV. 87005)

Paragraph C, Item 5b. of Part II of the GSA Form 3626 is added with the following:

5b. Per the executed Lease Agreement dated April 25, 2011, the Lessor agreed to provide the Government with a reimbursable Tenant Improvement Allowance (TIA) in the amount of \$45,653.77. The Government also agreed to reimburse Lessor via a lump sum payment of any costs, based on Government-approved Design Intent Drawings (DIDs), in excess of the TIA. Total cost for the tenant improvements, per the lowest Lessor-provided bid dated December 30, 2011, are \$137,636.00 and exceed the TIA by \$91,982.23.

Invoice for the final lump sum payment, in the amount of \$91,982.23 shall be submitted directly to:

GSA Greater Southwest Finance Center electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically, must mail the invoices to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
PO Box 17181
Fort Worth, TX 76102-0181

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

General Services Administration
Attn: Me'Chaela Buford
819 Taylor Street, Room 5A18
Fort Worth, TX 76102

A proper invoice must be submitted on company letterhead and include the following:

- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address; and a description, price, and quantity of the items delivered
- GSA PS#: 0022874

Change orders or variances to the scope of work, without obtaining approval in writing by the Government's Contracting Officer, may be rejected by the Government.

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

All other terms and conditions of the lease shall remain in force and effect.

INITIALS LESSOR
GOVT
