

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 4	DATE 4.26.12
	TO LEASE NO. GS-07B-16911 (LTX16911)	

ADDRESS OF PREMISES: 5380 Old Bullard Road, Tyler, TX 75703-3611

THIS AGREEMENT, made and entered into this date by and between Genecov Investments, Ltd.
whose address is 1350 Dominion Plaza, Tyler, TX 75703-1012

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

WHEREAS, the parties hereto agree to supplement the above Lease to order additional tenant improvements which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective March 21, 2011, as follows:

- 1.) To accept the tenant improvements as completed; and
- 2.) Establish the Commencement Date of the lease and the rental payments; and
- 3.) Establish the square footages of the leased space; and
- 4.) Provide the annual rental amounts; and
- 5.) Establish the Commission and Commission Credit; and
- 6.) Establish the adjustment for vacant space; and
- 7.) Establish the percentage of occupancy; and
- 8.) To provide for lump sum payment; and
- 9.) All other terms and conditions are in full force and effect.

Continued on page 2 of 3

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



VICE PRESIDENT
Title

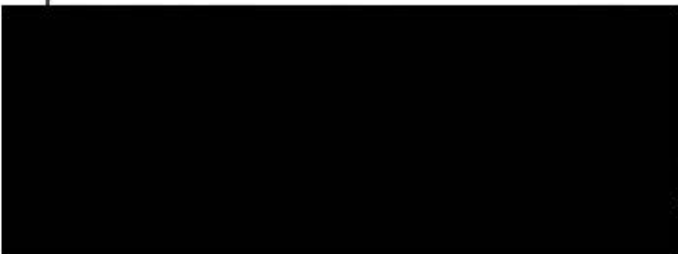
DAVID S. WILSON
Printed Name



PO BOX 132450
(Address)

BRANDEN GOODING
Printed Name

TYLER, TX 75713
City, State, Zip



General Services Administration
819 Taylor St., Room 5A18
Fort Worth, TX 76102

Contracting Officer
(Official Title)

1.) The tenant improvements have been substantially completed and the Government accepts the leased space on March 21, 2012.

2.) The commencement date of the lease and the rental shall be March 21, 2012 and shall expire on March 20, 2022, subject to termination rights as set forth in the Lease.

3.) The square footage of the office and related space shall be 1,508 rentable square feet (RSF) yielding 1,436 ANSI-BOMA Office Area (ABOA).

4.) The Government shall pay the Lessor annual rent as follows:

From March 21, 2012 through March 20, 2017 the total annual rental shall be \$48,663.16 at the rate of \$4,055.26 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$30,015.49 and annual Operating Costs of \$7,151.28, plus annual Operating Cost adjustments as stated in the Solicitation for Offer, (page 3 of GSA Form 3626), and annual Tenant Improvement cost of \$11,496.39.

From March 21, 2017 through March 20, 2022 the total annual rent shall be \$37,172.20 at the rate of \$3,097.68 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$30,020.92 and annual Operating Costs of \$7,151.28, plus annual Operating Cost adjustments as stated in the Solicitation for Offer, (page 3 of GSA Form 3626). There are no annual Tenant Improvement Amortization costs.

5.) The Lessor and the Broker have agreed to a cooperating lease commission. The total amount of Commission is [REDACTED] ($\$48,663.16$ Annual Rent \times 5 years = [REDACTED] Commission Rate). 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 forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit).

The Commission Credit to the Government is [REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in Lease.

Notwithstanding Paragraph 4 of this SLA # 4, the rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit to the Government. The reduction in rental payments shall commence with the first month of the rental payments and continue through the second month of the rental payments as indicated in the following schedule for adjusted Monthly Rent.

First Month's Rental Payment of $\$4,055.26$ minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted First Month's Rent.

Second Month's Rental Payment of $\$4,055.26$ minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted Second Month's Rent.

6.) The Government's adjustment of vacant space shall be a reduction of \$1.50/ABOA SF.

7.) The percentage of Government occupancy is 14.36%.

8.) The total cost of the Tenant Improvements is \$88,775.15. The Lessor and the Government agree that a lump-sum payment for a portion of the total tenant improvement cost shall be made in the amount of \$39,220.39. The remaining balance of \$49,554.76 shall be amortized monthly into the rent at the rate of six percent (6.0%) over the first five (5) years of the lease as stated in paragraph 4 above.

The Lessor agrees that the invoice for the lump sum payment referenced above 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. It shall reference the number PS0022219 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 this invoice electronically, an 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 at the following address:

Attn: Ed Perez
Contracting Officer
U.S. General Services Administration
819 Taylor Street 7PRA; Room 5A18
Fort Worth, Texas 76102-0181

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

Lessor  & Gov't 