

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LTX17238
ADDRESS OF PREMISES Plaza Tower 110 N College Tyler, TX 75702-7226	PDN Number: N/A

THIS AMENDMENT is made and entered into 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 desire to amend the above Lease to reinstate paragraphs 1.09, Building Specific Amortized Capital, and 1.10, Building Specific Amortized Capital Rental Adjustment.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Lease paragraphs 1.09, Building Specific Amortized Capital, and 1.10, Building Specific Amortized Capital Rental Adjustment, are reinstated as follows:

1.09 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)



For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is \$4.94 per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of 5.0 percent.

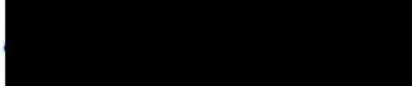
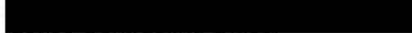
This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.



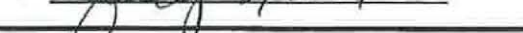
FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: VICE PRESIDENT
Entity Name: GENECOV INVESTMENTS, LTD.
Date: JULY 8, 2014

Signature: 
Name: 
Title: GSA, Public Buildings Service,
Date: 7-9-2014

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: 
Date: JULY 8, 2014

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent.

INITIALS:

Handwritten initials for the LESSOR and GOVT. The LESSOR initials are 'AW' and the GOVT initials are 'CPL'. They are separated by an ampersand '&'.

LESSOR

GOVT