

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	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 update the annual rental rates.

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 1/1/2015 as follows:

Lease section 1.03, Rent and Other Considerations, paragraph A, is replaced with the following:

1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)


- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:



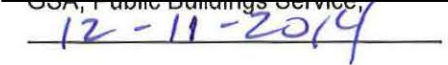
This Lease Amendment contains 2 pages.

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.


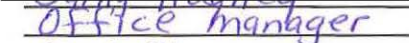
FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
Name: DAVID S. WILSON
Title: VICE PRESIDENT
Entity Name: GENECOV INVESTMENTS, LTD.
Date: 12-01-14

Signature: 
Name: 
Title: 
Date: 12-11-2014

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: Office manager
Date: 12-1-14

	FIRM TERM YEARS 1-5	NON FIRM TERM YEARS 6-10
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$55,242.00	\$55,242.00
TENANT IMPROVEMENTS RENT ²	\$7,270.33	\$0
OPERATING COSTS ³	\$40,455.00	\$40,455.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$5,434.92	\$0
ANTENNAE	\$6,564.00	\$6,564.00
PARKING ⁵	\$0	\$0
TOTAL ANNUAL RENT	\$114,966.25	\$102,261.00

¹Shell rent calculation:

(Firm Term) \$9.90 per RSF multiplied by 5,580 RSF

(Non Firm Term) \$9.90 per RSF multiplied by 5,580 RSF

²The Tenant Improvement Allowance of \$32,105.00 is amortized at a rate of 5 percent per annum over 5 years.

³Operating Costs rent calculation: \$7.25 per RSF multiplied by 5,580 RSF

⁴Building Specific Amortized Capital (BSAC) of \$24,000.00 are amortized at a rate of 5 percent per annum over 5 years

⁵Parking costs described under sub-paragraph G below

Lease section 1.06, Renewal Rights, is replaced with the following:

1.06 RENEWAL RIGHTS (SEP 2013)

This Lease may be renewed at the option of the Government for a term of [REDACTED] YEARS at the following rental rate(s):

	OPTION TERM, YEARS [REDACTED]	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	[REDACTED]	[REDACTED]
ANTENNAE RENTAL RATE	[REDACTED]	[REDACTED]
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE [REDACTED] OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least 180 days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

INITIALS: DSW & MS
LESSOR GOV'T