## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT

LEASE AMENDMENT NO. 4

TO LEASE NO. GS-07B-16805

ADDRESS OF PREMISES 2422 East Tyler Ave. Harlingen, TX 78550-7468

THIS AGREEMENT, made and entered into this date by and between JRA INTERESTS, LTD.

whose address is 506 Houston Street Nacogdoches, TX 75961.4478

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

WHEREAS, the parties hereto desire to amend the above Lease

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>September 5, 2012</u>, as follows:

- 1.) To amend the address of JRA Interest, LTD herein called the Lessor; and
- 2.) To accept the Tenant Improvements as completed; and
- 3.) To establish the Commencement Date of the lease rental payments; and
- 4.) To establish the square footages of the leased space; and
- 5.) To establish the annual rental amounts; and
- 6.) To provide for the payment of the Tenant Improvements and Security Costs; and
- 7.) To provide for the Broker Commission and Commission Credit; and
- 8.) To provide notice that use of the GSA Form 276, Supplemental Lease Agreement has been discontinued.

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.
Name: Richard Answorth Name: Name: Name: Name:
Entity Name: April 1000 To GSA, Public Buildings Service Date: 10/17/12
Signature Name: Title: Date:

## Lease Amendment No 4 GS-07B-16805

- 1.) The physical address of JRA Interest LTD herein called the Lessor, has changed from 2110 S. John Redditt DR, Lufkin, TX, 75904-5422 to 506 Houston Street, Nacogdoches, TX, 75961-4478.
- 2.) The Tenant Improvements have been substantially completed and the government accepts the leased space on September 5, 2012. The Lessor and the Government agree that the requirements specifically identified in Exhibit "A" of this lease have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within thirty (30) days of the Government's acceptance of the space for occupancy. Within seven (7) days of the completion date for the Lessor to cure the deficiencies in Exhibit "A" of this lease, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent including all administrative costs. No extensions will be granted.
- 3.) The Commencement Date of the rental shall be September 5, 2012 and shall expire on September 4, 2022.
- 4.) The square footage shall be 3,850 rentable square feet (RSF) yielding 3,500 ANSIBOMA Office Area (ABOA).
- 5.) The Government shall pay the Lessor annual rent, on a monthly basis in arrears, according to the following schedule.

	Annua
ihell Rent	\$50,831.91
Operating Cost Base	\$22 997 00
amortized TI Allowance	\$21,322 89
Amortized Security Costs	\$914 89
otal	\$96,066.69

	Annua
Shell Rent	\$47 727 50
Operating Cost Base	\$22 997 00
Total	\$70,724.50

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Gov t Initials

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The Full Service Rent, which includes Shell Rent, Operating Cost Base, Amortized TI and Security Costs, for the first month of lease shall be abated in full.

Rent for a lesser period shall be prorated. Address to:

JRA Interests, LTD. c/o Richard Ainsworth 506 Houston Street Nacogdoches, TX 75961-4478

6.) The Lessor and the Government have agreed that the total cost of the Tenant Improvements including Security costs is \$95,281.19 (3,500 USF x \$27.22). It is agreed that the total cost of the Tenant Improvements and Security costs shall be amortized over the first five (5) years of the term of the lease agreement and paid monthly in arrears at an annual interest rate of 6.25%.

The Lessor and the Government have agreed that the total Security cost in the amount totaling \$3,920.00 shall be amortized through the rent for sixty (60) months at an annual interest rate of 6.25% in accordance with Paragraph 5 of this Lease Amendment No. 4.

The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements. The total annual cost of the amortized portion of the Tenant Improvement and Security costs is \$22,237.78, paid monthly in arrears in the amount of \$1,853.15 and shall be part of the total monthly rental payment in accordance with Paragraph 5 of this Lease Amendment No. 4.

7.) The Lessor and the Broker have agreed to a co	operating lease commission of 6 of the firm
term value of this lease, excluding the first month	h of the lease term. The total amount of the
commission is . The Lessor shall pay the	ne Broker no additional commissions associated
with this lease transaction. In accordance with the	e "Broker Commission and Commission Credit"
paragraph, the Broker has agreed to forego	of the commission that it is
entitled to receive in connection with this lease tran	saction (Commission Credit). The Commission
Credit is . The Lessor agrees to pay the	
broker in accordance with the "Broker Commission attached to and forming a part of this lease.	and Commission Credit" paragraph in the SFO

Notwithstanding Paragraph 3 of the Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

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Lease Amendment Form, 07

Gov't Initials:

Lessor Initials:

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TO MAKEDINE STREET	The second secon	ant of \$8,005.56 minus one half of the Commission Credit		
equals	adjusted F	rst Month's Rent.		
	Second Month's Rental Payment of \$8,005.56 minus one half of the Commission			
	equals	adjusted Second Month's Rent.		

8.) Use of the GSA Form 276, Supplemental Lease Agreement (SLA) has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."

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Lease Amendment Form 97/12

Gov't Initials:

Lessor Initials: