

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT NO.

07

DATE (GSA signs)

9/9/2013

LEASE AMENDMENT

TO LEASE NO. GS-07B-16983

ADDRESS OF PREMISES: Tanglewood East Center
1700 SSE Loop 323, Suite 340
Tyler, TX 75701-5033

THIS AGREEMENT, made and entered into this date by and between **EARL TOM PYLE and SHIRLEY L. PYLE** (Former Lessor), and **YOLO PROPERTIES, LTD.** (Lessor),

whose address is

YOLO PROPERTIES, LTD.
212 Old Grand Boulevard, Suite C-100
Tyler, TX 75703-4265

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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 Dec.18, 2012, as follows:

1. **YOLO PROPERTIES, LTD.** Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-16983 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after Dec.18, 2012. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-16983 against Former Lessor and ratifies and confirms all actions heretofore taken by Former Lessor with respect to the contract with the same force and effect as if the actions had been taken by Lessor. Nothing contained herein shall be construed as releasing the Former Lessor from the Former Lessor's obligations under the terms of the lease.
2. The Government agrees to accept the furnishings of the aforesaid premises in accordance with the terms, provisions, and conditions of said lease, as amended, reserving however, all the Government's rights against Lessor and Former Lessor.
3. **YOLO PROPERTIES, LTD.** Lessor, waives all rights to payments under subject lease as against the Government arising prior to Dec.18, 2012.
4. Rent checks shall be made payable to: **YOLO PROPERTIES, LTD.**
212 Old Grand Boulevard, Suite C-100
Tyler, TX 75703-4265
5. **YOLO PROPERTIES, LTD.** Lessor, agrees to be added to ACH Vendor Enrollment per the Debt Collection Improvement Act, which became effective July 27, 1996, and further agrees to complete Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment, and return it along with this agreement.
6. **YOLO PROPERTIES, LTD.** Lessor, agrees to complete and return the GSA Form 3518, Representations and Certifications, which will be attached and made a part of this agreement.

(Continued on Page 2 attached hereto and made a part of LA No 01 to Lease GS-07B-16983)

INITIALS

GOV'T	LESSOR

7. **YOLO PROPERTIES, LTD.** Lessor, agrees to register in Dun & Bradstreet, Data Universal Numbering System (DUNS) between **EARL TOM PYLE** and **SHIRLEY L. PYLE** Lessor, also agrees to register in the System for Award Management (SAM) database and update registration annually to maintain an active SAM status through final payment of this lease.
8. **EARL TOM PYLE** and **SHIRLEY L. PYLE** (Former Lessor), confirms the transfer and waives any claims and rights against the Government that it now has or may have in the future in connection with the lease, GS-07B-16983, after Dec.18, 2012
9. Notwithstanding the foregoing, all payments heretofore made by the Government to the Former Lessor and all other actions hereto taken by the Government pursuant to its obligations under the contract shall be deemed to have discharged the Government's obligations under the contract to the extent of the amounts so paid or reimbursed or such actions taken. The actual change of ownership took place on Dec.18, 2012 and the rent payments from that date to the current date were paid to former lessor and both lessor and former lessor waive rental claims stemming from those payments.
- 10 **YOLO PROPERTIES, LTD.** (Lessor) agrees to indemnify and then save harmless the United States of America from and against any actions, loss, claims, or damages the United States of America may suffer or sustain by reason of the United States of America making payment under the Lease to between **EARL TOM PYLE** and **SHIRLEY L. PYLE** and **YOLO PROPERTIES, LTD.**

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 above date.

Former Lessor: **EARL TOM PYLE** and **SHIRLEY L. PYLE** IN PRESENCE OF

[Redacted Signature]

Mari Haft, leasing agent

(Printed Name and Title)

5020 Old Greenwood Street
Fort Smith, AR 72906-0000

Lessor: **YOLO PROPERTIES, LTD.**

IN PRESENCE OF

[Redacted Signature]

Manager
General Partner

Mari Haft, leasing agent

(Printed Name and Title)

Yolo Properties, Ltd.

Contracting Officer
General Services Administration
819 Taylor Street
Fort Worth, TX 76102-6124

(Official Title)

[Redacted Signature]