

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1
PS0017308

DATE
July 12, 2010

TO LEASE NO.
GS-05B-18197

ADDRESS OF PREMISES

THIS AGREEMENT, made and entered into this date by and between
whose address is V V USA City LP
c/o Invesco
1166 Avenue of the Americas, Suite 2600
New York NY 10036

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 consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective April 29, 2010 as follows:

This Supplemental Lease Agreement is being issued to:

- a) Revise the effective date for occupancy from April 1, 2010 to May 1, 2010 and therefore the associated expiration date and termination effective date;
- b) Reduce the amount of tenant improvement dollars amortized annually into the rent from \$425,694.80 to \$351,088.17 and thereby reduce the annual rent in Years 1 through 5 from \$371,701.61 to \$352,899.07 and the broker commission from [REDACTED] to [REDACTED] and the associated credit;
- c) Add language to address the 24-hour cooling of the computer room;
- d) Add language to address the lump sum payment for the maintenance of the supplemental AC unit in the computer room;
- e) Authorize the lump sum payment in the amount of \$11,607.71 for security installations associated with the build-out of the space.

Therefore, Paragraphs 2, 3, 4, 14, and 23 are deleted in their entirety and replaced with the following and Paragraphs 26 and 27 are added:

- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning May 1, 2010 through April 30, 2020 subject to renewal rights as may be hereinafter set forth.
- 3. The Government shall pay the Lessor annual rent as follows:

<u>YEARS</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
1 through 5	\$352,899.07	\$29,408.26
6 through 10	\$264,476.52	\$22,039.71

CPI and tax escalations continue throughout the term of the lease.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:
V V USA City LP
c/o Invesco
10 West Broad Street
Columbus, OH 43215
Tax Identification Number [REDACTED]

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

LESSOR

BY

IN PRE

MICHAEL KIRBY
MANAGING DIRECTOR

(Title)

TARA L HALL
COMMISSION EXPIRES
October 28, 2011

*Three Galleria Tower, Ste 500
13155 North Rd, Dallas, TX 75246*
(Address)

UNITED STATES OF AMERICA

ADMINISTRATION

BY

Lease Contracting Officer

(Official Title)

4. The term of this lease shall be for ten (10) years, five (5) years firm with ninety (90) days written cancellation notice anytime on or after April 30, 2015. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
14. Lessor agrees to provide \$33.31956 per usable square foot ($\$33.31956 \times 10,537 \text{ usf} = \$351,088.17$) at 9.5% interest over five (5) years = \$442,410.30 or \$88,482.06 annually or \$7.213016 per rentable square foot for each of the five (5) years toward the cost of improvements.
23. In accordance with Paragraph 2.3 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED] 1. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.3, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments ($\$177,626.16 / 12 \text{ months} = \$14,802.18$ per month) due and owing 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 throughout the third month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

Month 1:	\$29,408.26 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
Month 2:	\$29,408.26 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
Month 3:	\$29,408.26 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

26. The cost of the additional electrical power to operate the supplemental AC unit in the computer room is included in the operating cost.
27. The cost of the service contract to maintain the supplemental AC unit in the computer room will be paid to the Lessor in arrears annually in a lump sum amount not to exceed \$1,826.00.

Furthermore, this Supplemental Lease Agreement authorizes a final lump sum payment in the amount of \$11,607.71 due to the Lessor for the Tenant Improvements associated with the build-out of the space as follows:

- a) [REDACTED]
- b) Floor Work on 22nd Floor
- c) [REDACTED]
- d) Proximity Card Readers

INITIALS:

GOVERNMENT

& LESSOR