

ADDRESS OF PREMISES: Wells Fargo Plaza, 1000 Louisiana Street, Floors 23 – 27 and a portion of Floor 29, Houston, TX 77002-5039

THIS AGREEMENT, made and entered into this date by and between **METROPOLITAN LIFE INSURANCE COMPANY, A NEW YORK CORPORATION, AND METROPOLITAN TOWER REALTY COMPANY, INC., A DELAWARE CORPORATION**

whose address is 501 Route 22
Bridgewater, NJ 08807-2441
Attn: Jack Nenna/ Pete Schwarz

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 order tenant improvements which exceed the Tenant Improvement Allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Lessor and Government, as follows:

- I. This Supplemental Lease Agreement serves as the Lessor's Notice to Proceed with tenant improvements in the amount of \$5,010,144.82. The total cost for tenant improvements exceeds the Tenant Improvement Allowance of \$4,365,212.14 by \$644,932.68. The Government hereby orders the total tenant improvement cost of \$5,010,144.82.
- II. The Government shall reimburse the Lessor via a one-time lump sum payment in the amount of \$644,932.68, which shall be due upon receipt of an original invoice submitted after completion, inspection, and acceptance of the space by the Contracting Officer.
- III. The Lessor's estimate, which formed the basis for the tenant improvement costs, is hereby incorporated into the lease as Exhibit A to this Supplemental Lease Agreement.

Continued on next page.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR **METROPOLITAN LIFE INSURANCE COMPANY, A NEW YORK CORPORATION, AND METROPOLITAN TOWER REALTY COMPANY, INC., A DELAWARE CORPORATION**

Signature: [Redacted] Title: Director, Metropolitan Life Insurance Co., VP, Metropolitan Tower Realty Co., Inc.

Printed Name: Kurt Day Address: 5420 LBJ Freeway Suite 1310, Dallas, Tx. 75240

Witnessed in the presence of:

Signature: [Redacted] Title: Director

Printed Name: Melayne Packer Address: 5420 LBJ Freeway Suite 1310, Dallas, Tx. 75240

[Redacted] General Services Administration
819 Taylor St.
Fort Worth, TX 76102
Contracting Officer
(Official Title)

SUPPLEMENTAL LEASE AGREEMENT No. 2
TO LEASE GS-07B-16707

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- IV. Per Solicitation for Offers Paragraph 5.11(F), dealing with *Construction of Tenant Improvements*, the Lessor shall complete the tenant improvements within 180 working days of receiving this notice to proceed from the Government.
- V. To submit for reimbursement of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named on this lease, and shall include the Lease number, building address, price, and quantity of the items delivered. **The invoice shall reference the number PS _____ (to be provided at a later date prior to completion of tenant improvements)** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

The Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer/Realty Specialist at the following address:

General Services Administration
Attn: Daphne Hadley
819 Taylor St., Rm. 5A18
Fort Worth, TX 76102

All other terms and conditions of the lease shall remain in force and effect.

Initials:  
Lessor Government