

**Supplemental Lease Agreement
Number 5**

Lease Number: GS-07B-16733 **Date:** 3/9/11

12650 North Featherwood Drive, Suite 250
Houston, TX 77034

THIS AGREEMENT, made and entered into this date by and between Derrick Management, LLC., a Texas limited liability company (ATTN: J. C. Martin, III)

whose address is 108 B. Delcourt
Laredo, TX 78041

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 to delete paragraph 2 and 10 below issue NTP effective upon execution by the government, as follows:

1. Paragraph 2 of the lease is hereby deleted and replaced with the following:

"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 24, 2010 through November 23, 2020, subject to termination and renewal rights as may be hereinafter set forth."

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

Witness their names as of the above date.
Texas limited liability company

[Redacted Signature]

[Redacted Signature]

(Address)

United States of America, Department of the Interior, Administration, Public Buildings Service.

[Redacted Signature]

MARY L. HEWSON
(GSA CONTRACTING OFFICER)

MARY HEWSON



2. This serves as the official approval for the Electric Strike Change Order #3 and issue Notice to Proceed in the amount not to exceed \$1,120.00. This amount shall include all materials, labor, and overhead, as described further in Lessor's change order proposal, to complete the work to the Government's satisfaction. Upon completion, inspection, and approval of the work by the Government, the Lessor shall be paid via a one-time lump sum payment in the amount of \$1,120.00 for this change. The proposal for this change is hereby attached and made a part of the lease. The Electric Strike change (Change Order #3) consists of the following:

- Provide (1) HES 8000 Series Electric Strike
- Provide and install conductors from low voltage panel to door #101
- Install junction box/receptacle above ceiling at door #101
- Install (1) 20 AMP (1) pole breaker in low voltage panel for new circuit
- Includes remobilization and installation.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

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

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Kelly Hantz, GSA CONTRACTING OFFICER
Address: 819 Taylor Street 5C05
City, State Zip: Fort Worth, TX 76102-6195

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0018113

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

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

5. Paragraph 10 of the SF2 is hereby deleted and replaced with the following:

"In accordance with SFO paragraph 2.7, Broker Commission and Commission Credit. CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE 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]. 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 2.7, only [redacted], which is [redacted] of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [redacted], which is [redacted] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments.

Initials: &
Government Lessor