

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
No. 3

DATE 3/9/2011

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE No.
GS-07B-16809

ADDRESS OF PREMISES: Total Plaza
1201 Louisiana Street, Houston TX 77002

THIS AGREEMENT is made and entered into this date by and between 1201 Louisiana Co LP

whose address is: 1201 Louisiana, Ste 304, Houston TX 77002

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 clarify the term and such related matters as follows.

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

The purpose of Supplemental Lease Agreement Number 3 is to increase the amount of Tenant Improvement Allowance in paragraph 8 of the SF2 by an additional \$200,000.00

Paragraph 8 is amended as follows:

8. Tenant Improvement Allowance, as defined in Section 3.2 of the SFO attached to the lease is, \$1,012,684.02. The Building Specific Security is \$46,900.00. The Lessor understands and agrees that this amount is the maximum amount that the Government can pay for tenant improvements to the premises. In the event that the Lessor anticipates that the cost of the Tenant Improvements will exceed this amount, the Lessor shall immediately provide written notice of the same to the Government, so that the scope of work can be adjusted accordingly. In accordance with Section 3.2 Tenant Improvements - ARRA projects Only of the SFO, the Government shall pay the Lessor in a lump sum payment the actual amount of the Tenant Improvement Allowance used. Upon completion and acceptance of the Tenant Improvements, the Lessor shall submit its invoice of the actual amount of the work to the Government for payment.

Upon completion, inspection, acceptance of the work by the Contracting Officer, the Government shall reimburse the Lessor in a lump sum payment in the amount not to exceed \$1,012,684.02 upon receipt of an original invoice.

The original invoice must be submitted directly to the GSA Finance office electronically on the Finance website at www.finance.gsa.gov and a copy provided to the Contracting Officer. If you are unable to process the invoice electronically you may mail the original to the following address: General Services Administration, FTS and PBS Payment Division (7BCP), PO Box 17181, Fort Worth, TX 76105-0181.

A proper invoice must be on the Lessor's company letterhead and include the following:

- Invoice Date
- Name of the Lessor as shown on the Lease
- Lease contract number and building address
- Description, price, and quantity of items delivered
- GSA PDN# PS0018589

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

You must not perform any alterations nor install any lump sum items not approved in writing by the Contracting Officer. This includes any additional items which are not covered by this lease and for which an award has not specifically been made. Failure to adhere to these instructions could result in lengthy delays in payment of invoices for such work.

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

e above date.

*Executive Vice-President
and Head of Houston Region*

(Printed Name & Title)

IN THE PRESENCE OF (witnessed by):

Ulysses J. ...

(Name)

1200 South Street, Houston, Texas 77002

(Address)

UNITED STATES OF AMERICA

BY

Contracting Officer
General Services Administration
819 Taylor Street, Fort Worth, TX 76102
(Official Title)