

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 4	TO LEASE NO GS-07B-16954	DATE 5-9-12	PAGE 1 of 3
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ADDRESS OF PREMISES
Midway Atriums, 14285 Midway Road, Addison, TX 75001-3614

THIS AGREEMENT, made and entered into this date by and between Midway Ascent, LLC

whose address is 14275 Midway Rd, STE 160,
Addison, TX 75001-3690

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 the said Lease is amended as follows:

This SLA is issued to establish beneficial occupancy, and to reconcile approved tenant improvements.

I. Paragraph 1 of the Lease shall be deleted in its entirety and the following substituted therefore:

"1. The Lessor hereby leases to the Government the following described premises:

A total of 8,905 rentable square feet (RSF) of office and related space, which yields 7,744 ANSI/BOMA Office Area square feet (ABOA) of space on the fourth (4th) floor of the building located at Midway Atriums, 14285 Midway Road, Addison, TX 75001-3614, to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are five (5) surface parking spaces for the exclusive use of Government employees and patrons."

2. Paragraph 2 of the Lease shall be deleted in its entirety and the following substituted therefore:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning April 4, 2012, through April 3, 2022, subject to termination and renewal rights as may be hereinafter set forth."

(Pages 2 and 3 are attached hereto and made a part hereof.)

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

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Midway Ascent, LLC

SIGNATURE

NAME OF SIGNER

R. Maurice Crowley Jr.

TA 75225

NAME OF SIGNER

Kevan Dilbeck

ADMINISTRATION, PBS/REALTY SERVICES DIVISION

NAME OF SIGNER

Eduardo O. Perez

OFFICIAL TITLE OF SIGNER

Lease Contracting Officer

3. Paragraph 3 of the Lease shall be deleted in its entirety and the following substituted therefore:

"3. The Government shall pay the Lessor annual rent of \$199,135.78, at the rate of \$16,594.65 per month in arrears. This includes shell rent of \$129,924.40, annual operating costs of \$49,965.00, and the amortizing of the Tenant Improvement Allowance of \$121,366.33, at an interest rate of 10% over 120 months.

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

Midway Ascent, LLC
14275 MIDWAY RD, STE 160,
ADDISON, TX 75001-3690

4. Paragraph 9 of the Lease shall be deleted in its entirety and the following substituted therefore:

"9. The total Tenant Improvement Cost, including all approved Change Orders, is \$121,366.33. Tenant Improvement costs shall be amortized over the entire ten (10) year firm term at an interest rate of ten percent (10%). The annual costs of the amortized portion of the Tenant Improvement cost is \$19,246.38 paid monthly in arrears in the amount of \$1,603.87 and shall be a part of the total monthly rental payment.

5. Paragraph 10 of the Lease shall be deleted in its entirety and the following substituted therefore:

"10. In accordance with SFO paragraph 2.4, *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 per the commission agreement signed by the parties. Due to the Commission Credit described in Paragraph 2.4B, 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 due and owing shall be reduced to fully recapture this Commission Credit. Notwithstanding Paragraph 3 of this Lease, the reduction in shell rent shall commence with the first full month of the rental payments and continue until the credit has been fully recaptured.

\$16,594.65

First full month's rental payment of \$16,954.65 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

\$16,594.65

Second full month's rental payment of \$16,954.65 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

\$16,594.65

Third full month's rental payment of \$16,954.65 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

\$16,594.65

Fourth full month's rental payment of \$16,954.65 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

RMC
Lessor
GJ
Govt
GSA
Govt

INITIALS: RMC & GJ
Lessor Government

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6. The Government shall pay the Lessor for the total costs of Change Orders #2, #3 and #4 as follows:

The Government and the Lessor have agreed that the total cost of Change Order #2 shall be \$787.61. The aforementioned cost includes all the Lessor's fees for general administrative costs, profit and any and all other fees associated with the completion of Change Order #2; and is included in the total Tenant Improvement Cost, including all approved Change Orders.

The Government and the Lessor have agreed that the total cost of Change Order #3 shall be \$1,271.25. The aforementioned cost includes all the Lessor's fees for general administrative costs, profit and any and all other fees associated with the completion of Change Order #3; and is included in the total Tenant Improvement Cost, including all approved Change Orders.

The Government and the Lessor have agreed that the total cost of Change Order #4 shall be \$949.20. The aforementioned cost includes all the Lessor's fees for general administrative costs, profit and any and all other fees associated with the completion of Change Order #4; and is included in the total Tenant Improvement Cost, including all approved Change Orders.

The Lessor hereby forever and unconditionally waives any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the lease space and/or any subsequent modifications required during the lease period. At the Government's sole discretion alterations will remain in the leased space after termination of the Lease contract and will become property of the Lessor.

INITIALS: RMC & [Signature]
Lessor Government

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