

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT  
NO 3

DATE  
10/16/12

TO LEASE NO.  
GS-07B-16979

ADDRESS OF PREMISES 15109 Heathrow Forest Parkway, Suite 250  
Houston, TX 77032-3887

THIS AGREEMENT, made and entered into this date by and between 15109 Heathrow Forest, LLC

whose address is 2537 Gessner Road, Suite 220  
Houston, Texas 77063-2027

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

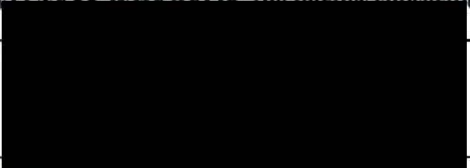
WHEREAS, the parties hereto agree to supplement the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective September 11, 2012 as follows:

- 1.) To establish and accept the total leased premise; and
- 2.) establish the Commencement Date of the lease rental payments; and
- 3.) establish the square footages of the leased premise; and
- 4.) provide the annual rental amounts; and
- 5.) establish the Governments percentage of occupancy; and
- 6.) restate the vacant space reduction; and
- 7.) establish the remaining balances for Tenant Improvement and Building Specific Amortized Capital (BSAC) Allowances; and
- 8.) provide for the method of payment of the lump-sum; and
- 9.) to restate the commission and commission credit; and
- 10.) all other terms and conditions are in full force and effect.

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

BY:



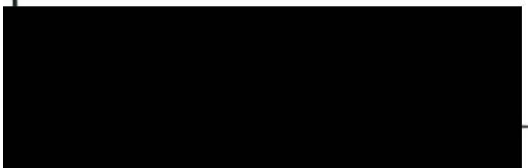
B.N.

Signature

Title

Don WEAVER

Printed Name



2537 S Gessner Rd #220

(Address)

Darleen K St Jean

Printed Name

Houston, Tx 77063

City, State, Zip



Lease Contracting Officer

(Official Title)

Pearl Summers-Garza

Supplemental Lease Agreement #3  
GS-07B-16979  
15109 Heathrow Forest Parkway, Suite 250  
Houston, Texas 77032-3887

- 1.) The tenant improvements have been substantially completed and the Government accepts the leased space on September 11, 2012 contingent upon the completion of the punch list items attached as Exhibit "A" upon five (5) days.
- 2.) The commencement date of the rental shall be September 11, 2012 and shall expire on September 10, 2022 unless sooner terminated in accordance with paragraph 4 of the SF-2 dated 09/09/2011.
- 3.) The office space square footage shall be 9,625 rentable square feet yielding 8,209 ANSIBOMA Office Area (ABOA).
- 4.) The Government shall pay the Lessor annual rent as follows:

From September 11, 2012 to September 10, 2017, the total annual rent shall be \$275,570.41 at the rate of \$22,964.20 per month in arrears. The total annual rent consists of annual Shell rent of \$154,000.00, annual Operating Costs of \$55,536.25 plus annual Operating Costs adjustments, annual Tenant Improvement Amortization cost of \$62,184.16, and annual Building Specific Amortized Capital (BSAC) of \$3,850.00.

From September 11, 2017 through September 10, 2022, the total annual rent shall be \$226,380.00 at the rate of \$18,865.00 per month in arrears. The total annual rent consists of annual Shell rent of \$170,843.75 and annual Operating Costs of \$55,536.25 plus annual Operating Costs adjustments. There are no annual Tenant Improvement and BSAC costs.

Rent for a lesser period shall be prorated. Rent shall be made payable to:

15109 Heathrow Forest LLC  
2537 S. Gessner Road  
Suite 220  
Houston, TX 77063-2061

- 5.) The percentage of occupancy for Tax Reimbursement purposes shall be 15.14% [9,625rsf / 63,594rsf] and the base year tax statement will be submitted within 60 calendar days after Lessor's payment of taxes to establish the tax year. If the statement is for multiple parcels or buildings, the value of each property shall be defined per Paragraph 10 of the SF-2 dated 09/09/2011.
- 6.) The Government's adjustment of vacant space shall be a reduction of \$2.40 per ANSI-BOMA Office Area.
- 7.) The total cost of the Tenant Improvements and BSAC is \$791,596.78 The Lessor and the Government agrees that a lump-sum payment for a portion of the total tenant improvement cost shall be made in the amount of \$461,425.98. The remaining balance of \$330,170.80 [\$310,920.80 TI + \$19,250.00 BSAC] shall be amortized monthly into the rent at the rate of Zero Percent (0.0%) over the first five-year term of the lease as stated in paragraph 4 above.
- 8.) The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. It shall reference the number **PS0023664** 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 this invoice electronically, and invoice may be mailed to:



Supplemental Lease Agreement #3  
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General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

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

Pearl Summers-Garza  
U.S. General Services Administration  
1919 Smith Street, Suite 1600  
Houston, Texas 77002

- 9.) The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of the aggregate lease value of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit).

The Commission Credit to the Government is [REDACTED] [REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the broker of [REDACTED] [REDACTED] - [REDACTED] in accordance with the "Commission Credit" paragraph 16. in the SFO.

Notwithstanding Paragraph 4 of this SLA, the Shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit to the Government. The reduction in Shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

First Month's Rental Payment of \$22,964.20 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted First Month Rent.

Second Month's Rental Payment of \$22,964.20 minus the Commission Credit [REDACTED] equals [REDACTED] as the adjusted First Month Rent.

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