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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT | SUPPLEMENTAL AGREEMENT NO 3 | DATE 4/19/11 |
| | TO LEASE NO GS-07B-16655 | |

ADDRESS OF PREMISES: 8876 Gulf Freeway, Houston, Texas 77017

THIS AGREEMENT, made and entered into this date by and between. BRI 1818 Gulf, LP

Whose Address is 1140 East Hallendale Beach Blvd.
Hallendale Beach, FL 33009-4432

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

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

- 1.) To accept the tenant improvements as completed and;
- 2.) establish the Commencement Date of the lease rental payments; and
- 3.) establish the square footages of the leased space; and
- 4.) provide the annual rental amounts; and
- 5.) establish the Government's percentage of occupancy; and
- 6.) establish the adjustment for vacant space; and
- 7.) to provide for lump sum payment; and
- 8.) all other terms and conditions are in full force and effect.

See Attached

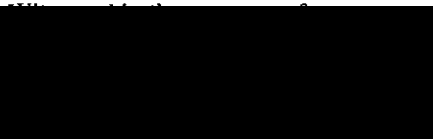
IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

BY: BRI 1818 Gulf, LP


Signature

Director of Asset Management
Title

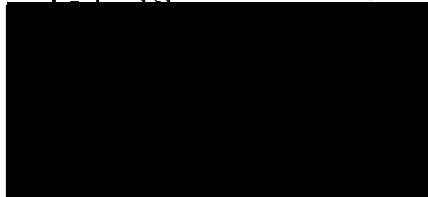
Michael Adams
Printed Name



1717 St. James Pl. Ste. 660
(Address)

Jennifer E. Smith

Houston, TX 77056
City, State, Zip



General Services Administration
819 Taylor St., Room 5A18
Fort Worth, TX 76102
Contracting Officer
(Official Title)

Supplemental Lease Agreement No. 3
LTX16655
8876 Gulf Freeway
Houston, Texas 77017

- 1.) The tenant improvements have been substantially completed and the government accepts the leased space on December 1, 2010.
- 2.) The commencement date of the rental shall be December 1, 2010 and shall expire on November 30, 2020.
- 3.) The office space square footage shall be 15,916 rentable square feet yielding 13,764 ANSIBOMA Office Area (ABOA).
- 4.) The Government shall pay the Lessor annual rent as follows:

From December 1, 2010 through November 30, 2015 the total annual rental shall be \$287,283.80 at the rate of \$23,940.32 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$81,254.36 annual Operating Costs of \$104,579.26 plus annual Operating Cost adjustments, and annual Tenant Improvement Amortization cost of \$101,450.18.

From December 1, 2015 through November 30, 2020 the total annual rent shall be \$286,488.00. The total annual rent consists of Shell Rent of \$181,908.74 and Operating Costs of \$104,579.26 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.
- 5.) The percentage of occupancy for Tax Reimbursement purposes shall be: 17.76% (15,916 Rentable Square Footage, (RSF) /89,623 RSF) and the new Base Year for taxes shall be the taxes in the year of 2011.
- 6.) The Government's adjustment of vacant space shall be a reduction of \$1.00 RSF .
- 7.) The total cost of the Tenant Improvements is \$551,410.43. The Lessor and the Government agree that a lump-sum payment for a portion of the total tenant improvement cost shall be made in the amount of \$153,510.43. The remaining balance of \$397,900.00 shall be amortized monthly into the rent at the rate of Ten percent (10%) over the first Five (5) years of the lease as stated in paragraph 4 above.

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 PS0016964 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:

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:

Meredith Whitley
U.S. General Services Administration
819 Taylor Street 7PRA; Room 5A18
Fort Worth, Texas 76102-0181

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

Gov't Initials

Lessor Initials: