

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. GS-07B-16694	DATE 1/24/12	PAGE 1 of 3
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ADDRESS OF PREMISES
Beaumont Tower, 2615 Calder Ave., Beaumont, TX 77702-1986

THIS AGREEMENT, made and entered into this date by and between **BEAUMONT TOWER VENTURE**
whose address is **2615 CALDER AVE., SUITE 1000**
BEAUMONT, TX 77702-1986

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

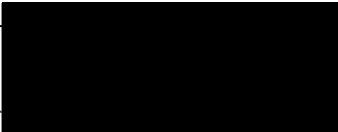
WHEREAS, the parties hereto desire to amend the above Lease to order tenant improvements which exceed the tenant improvement allowance.

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:

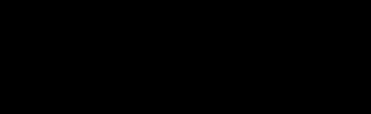
- 1.) To accept the tenant improvements as completed and;
- 2.) establish the Commencement Date of the lease rental payments; and
- 3.) establish the square footages of the leased space; and
- 4.) provide the annual rental amounts; and
- 5.) establish the Governments percentage of occupancy; and
- 6.)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

Continued on Pages 2 and 3

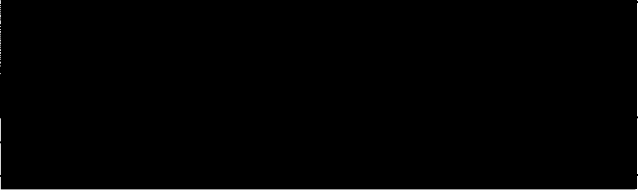
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE 	NAME OF SIGNER Paul Percebo

ADDRESS


IN PRESENCE OF	
SIGN 	NAME OF SIGNER Ashley Sumner

ADD


UNITED STATES OF AMERICA	
	NAME OF SIGNER Daphne E. Hadley
	OFFICIAL TITLE OF SIGNER Contracting Officer

Supplemental Lease Agreement No. 3

LTX16694

2615 Calder Avenue
Beaumont, TX 77702

1.) The tenant improvements have been substantially completed and the government accepts the leased space on October 25, 2011.

2.) The commencement date of the rental shall be October 25, 2011 and shall expire on October 24, 2026 unless sooner terminated in accordance with paragraph 4 of the Lease.

3.) The office space square footage shall be 15,431 rentable square feet yielding 12,967 ANSIBOMA Office Area (ABOA).

4.) The Government shall pay the Lessor annual rent as follows:

TERM	RATE PER SF	MONTHLY RENT	ANNUAL RENT
10/25/11 – 10/24/21	\$27.13	\$34,886.92	\$418,643.03
10/25/21 – 10/24/26	\$22.15	\$28,483.05	\$341,796.65

Rent shall be paid monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be made payable to:

Beaumont Tower Venture
2615 Calder Avenue, Suite 1000
Beaumont, TX 77702

5.) The percentage of occupancy for Tax Reimbursement purposes shall be: 9.3329% (15,431 Rentable Square Footage (RSF)/165,339 RSF) and the new Base Year for taxes shall be the taxes in the year of 2010.

6.) The Government's adjustment of vacant space shall be a reduction of \$1.00/ABOA SF.

7.) The total cost of the Tenant Improvements including all approved change orders (change orders 1 through 8 as identified in SLA 2 dated 9-6-11 totaling \$66,667.82, and change orders 9, 10, 1 (Allied Electric), and 2 (Allied Electric) totaling \$16,362.00) is \$1,030,872.82. A lump sum payment for a portion of the tenant improvements shall be made in the amount of \$503,503.57. The remaining balance of \$527,369.25 (based on \$38.75 per ANSI/BOMA Office Area square foot or \$502,471.25 and the BSAC cost of \$24,898.00), shall be amortized monthly into the rent at the rate of eight percent (8%) over the first ten (10) years of the lease and has been included in the rent 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 PS0020362** 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:

General Services Administration
Attn: Daphne Hadley
819 Taylor Street 7PRA; Room 5A18
Fort Worth, Texas 76102-0181

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INITIALS:


LESSOR

&


GOVT

Supplemental Lease Agreement No. 3

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**2615 Calder Avenue
Beaumont, TX 77702**

8.) In accordance with the revised Paragraph 2.6, Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of ~~6%~~ of the firm term value of this lease ("Commission"). The total amount of the Commission is ~~██████████~~. 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 2.6, only ~~██████████~~, which is ~~██████████~~ of the Commission, will be payable to Studley when the Lease is awarded. The remaining ~~██████████~~, which is ~~██████████~~ 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 4 of this SLA No. 3, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

- First Month's Rental Payment: \$34,886.92 minus prorated Commission Credit of ~~██████████~~ equals ~~██████████~~
adjusted First Month's Rent
- Second Month's Rental Payment: \$34,886.92 minus prorated Commission Credit of ~~██████████~~ equals ~~██████████~~
adjusted Second Month's Rent
- Third Month's Rental Payment: \$34,886.92 minus prorated Commission Credit of ~~██████████~~ equals ~~██████████~~
adjusted Third Month's Rent
- Fourth Month's Rental Payment: \$34,886.92 minus prorated Commission Credit of ~~██████████~~ equals ~~██████████~~
adjusted Fourth Month's Rent
- Fifth Month's Rental Payment: \$34,886.92 minus prorated Commission Credit of ~~██████████~~ equals ~~██████████~~
adjusted Fifth Month's Rent

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

INITIALS:  & 
LESSOR & GOVT