

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

SUPPLEMENTAL AGREEMENT.

DATE (Signed by GSA)

No. 3

7-3-12

TO LEASE NO.

GS-07B-16707

ADDRESS OF PREMISES Wells Fargo Plaza
1000 Louisiana Street
Floors 23 – 27 and a portion of Floor 29
Houston, TX 77002-5039

THIS AGREEMENT, made and entered into this date by and between **METROPOLITAN LIFE INSURANCE COMPANY**, a New York corporation, **AND METROPOLITAN TOWER REALTY COMPANY, INC.**, a Delaware corporation (collectively, Former Lessor), and **1000 LOUISIANA, LP**, a Delaware limited partnership, whose address is: c/o Metropolitan Life Insurance Company
1000 Louisiana Street
Suite 1400
Houston, TX 95240

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

WHEREAS, the parties hereto desire to amend the above Lease.

The purpose of Supplemental Lease Agreement (SLA) No.3 is to recognize a change in ownership of the above named leased space.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease GS-07B-16707, is amended, effective upon execution by the Government, as follows:

1. **1000 LOUISIANA, LP** (Lessor), hereby assumes all the incomplete obligations of Lease GS-07B-16707 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after the date of the change of ownership (see paragraph 7 below). The Lessor further assumes all obligations and liabilities of, and all claims and demands arising under, Lease GS-07B-16707 (the Lease) against the Former Lessor and ratifies and confirms all actions heretofore taken by the Former Lessor with respect to the Lease with the same force and effect as if the actions had been taken by the Lessor. The Government hereby releases the Former Lessor from all liabilities and obligations under the Lease.
2. The Government agrees to accept the aforesaid premises in accordance with the terms, provisions and conditions of the Lease, as amended, reserving however, all the Government's rights against Lessor.
3. Rent shall be made payable to: 1000 Louisiana, LP,
c/o Metropolitan Life Insurance Company
5420 LBJ Freeway, Suite 1310
Dallas, TX 75240-2306
4. Federal Regulations require that Federal Payments be made electronically. As a result, any vendor to the Federal Government is required to receive payment by EFT. The Lessor shall provide the following payee information to the Government: name, address, city, state zip code and bank electronic funds transfer instructions. Note that this payment information must exactly match the Lessor CCR information.
5. The Lessor has completed and returned GSA Form 3518, Representations and Certifications, to the Government and such form is attached to and made a part of this SLA.
6. The Lessor has registered in Dun & Bradstreet's Data Universal Number System (DUNS). The Lessor has also registered in the Central Contractor Registration (CCR) database and shall update such registration annually to maintain an active CCR status through final payment due under this Lease.

(Continued on Page 2 attached hereto and made a part of SLA No. 3 to Lease GS-07B-16707)

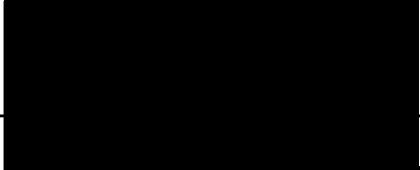
INITIALS	
GOVERNMENT	LESSOR

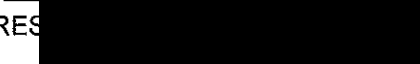
- 7. The Former Lessor confirms the transfer of the leased premises to the Lessor and waives any claims and rights against the Government that it now has or may have in the future in connection with Lease GS-07B-16707, but it is understood that the Lessor is succeeding to all such rights. The actual change of ownership took place on September 27, 2011. Copies of the deeds transferring the property to 1000 Louisiana, LP are attached to and hereby incorporated herein.
- 8. Notwithstanding the foregoing, all payments heretofore made by the Government to the Former Lessor, if any, and all other actions hereto taken by the Government pursuant to its obligations under this Lease shall be deemed to have discharged the Government's obligations under the Lease to the extent of the amounts so paid or reimbursed or such actions taken.
- 9. The Lessor agrees to indemnify and save harmless the United States of America from and against any actions, loss, claims, or damages the United States of America may suffer or sustain by reason of the United States of America making payment under the Lease to the Lessor.
- 10. The Government recognizes the Lessor as the Former Lessor's successor in interest in and to the Lease and shall look to the Lessor for performance of the Lessor's obligations under the Lease as if the Lessor were the original party to the Lease. The Lessor, by this SLA, shall be entitled to all rights, titles and interests of the Former Lessor in and to the Lease as if the Lessor was the original party to the Lease and the Government hereby agrees to accept performance by the Lessor in accordance with the terms, provisions, and conditions of the Lease, as amended.

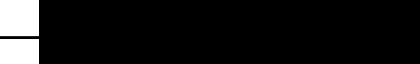
All other terms and conditions of this Lease shall remain in force and effect

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

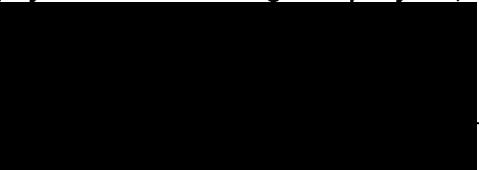
Former Lessor: METROPOLITAN LIFE INSURANCE COMPANY, A NEW YORK CORPORATION, AND METROPOLITAN TOWER REALTY COMPANY, INC., A Delaware Corporation


BY:  Kurt Day, Director, Metropolitan Life Insurance Company
Kurt Day, Vice President, Metropolitan Tower Realty Company, Inc.
Kurt Day
(Printed Name and Title)

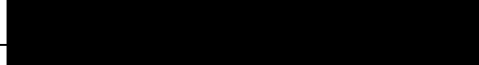
IN PRES 

BY:  Same as Above
(Address)

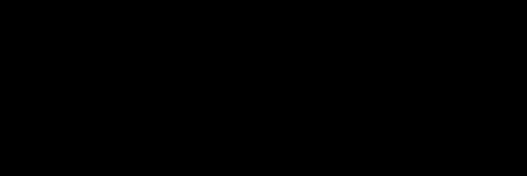
Lessor: 1000 LOUISIANA, LP, a Delaware limited partnership, by 1000 Louisiana GP, LLC, a Delaware limited liability company, its general partner, by WFP 1000 Holding Company, LP, a Delaware limited partnership, its sole member, by WFP 1000 Holding Company GP, LLC, a Delaware limited liability company, its general partner, by Metro  **member**

By:  Kurt Day, Director, Metropolitan Life Insurance Company
(Printed Name and Title)

IN PRES 

BY:  Same as Above
(Address)

UNITED STATES OF AMERICA

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

