

Supplemental Lease Agreement No. 4 to Lease GS-07B-16707

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The original invoice must be submitted directly to the GSA Finance Office electronically on the Finance website at www.finance.gsa.gov and a copy provided to The Contracting Officer. If you are unable to process the invoice electronically, you may mail the original invoice to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76105-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

Daphne Hadley
US General Services Administration
819 Taylor Street, Room 5A18
Fort Worth, TX 76102

A proper invoice must be on the Lessor's company letterhead and include the following:

- Invoice Date
- Name of the Lessor as shown on the Lease
- Lease Contract Number and Building Address
- Description, price and quantity of items delivered
- GSA PDN #**PS0022585**

III. To reflect the payment of the additional lump sum amount as provided in Paragraph II of this SLA above, Paragraph 3 of the Lease is hereby deleted in its entirety and replaced with the following:

"The parties agree that the Government shall pay the Lessor annual rent in the amount of \$4,731,181.86 at the rate of \$394,265.15 per month in arrears. The parties further agree that the foregoing rental rate shall be increased by 2.0% if the lease commencement date occurs on or after October 1, 2010.

Since the lease commencement date occurred May 24, 2012 (i.e., after October 1, 2010), the annual rent is hereby increased by 2.0% to \$4,753,396.62 payable at the rate of \$396,116.38 per month in arrears. The foregoing rental rate includes a Tenant Improvement Allowance in the amount of \$3,898,212.14 which is being amortized monthly as part of the annual rental at an interest rate of 9%, equaling an annual amortized Tenant Improvement cost of \$592,570.85.

For **months 1 and 2** of the lease term, the monthly installments of shell rent and operating expenses **shall be abated and free to the Government**. The Government shall only pay the annual amortized Tenant Improvement costs during this time and the monthly rent to be paid by the Government for months 1 and 2 of the lease term shall be equal to \$49,380.90 per month.

For **month 3**, in accordance with Paragraph 16 of the Lease, the monthly installment of annual rent in the amount of \$396,116.38 shall be reduced by one third of the Commission Credit (\$199,431.40) and the monthly rent to be paid by the Government for month 3 shall be equal to \$196,684.98.

For **months 4 and 5**, in accordance with Paragraph 16 of the Lease, the monthly installment of annual rent in the amount of \$396,116.38 shall be reduced by one third of the Commission Credit (\$199,431.39) and the monthly rent to be paid by the Government for months 4 and 5 shall be equal to \$196,684.99.

Initials: Lessor _____ & Gov't _____

Handwritten initials in blue ink. The Lessor's initials are 'JD' and the Gov't initials are 'JK'.

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For **months 6 through 120**, the Government shall pay the Lessor the full annual rent of \$4,753,396.62 at the rate of \$396,116.38 per month in arrears. The total annual rent consists of shell rent of \$3,031,593.49; operating costs of \$1,129,232.28 (plus annual Operating Cost adjustments); and annual Tenant Improvement amortization costs of \$592,570.85.

IV. Paragraph 16 of the Lease is hereby deleted in its entirety and replaced with the following:

"The Lessor and the Broker have agreed to a cooperating broker lease commission of [REDACTED] of the firm term value of this lease, **less the first two months of free shell rent and operating costs**. The total amount of the commission is agreed to be [REDACTED]. In accordance with SFO Paragraph 2.3, entitled *Broker Commission and Commission Credit*, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the *Broker Commission and Commission Credit* paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease for months 3 through 5 of the lease term shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the third month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

Third Month's Rental Payment of \$396,116.38 minus one third of the Commission Credit [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment of \$396,116.38 minus one third of the Commission Credit [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

Fifth Month's Rental Payment of \$396,116.38 minus one third of the Commission Credit [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent.

V. Notwithstanding the foregoing, it is agreed that the Lessor is reserving its right to pursue (i) an adjustment to the lease and rent commencement date due to Government delay during the design and construction process and/or (ii) compensation from the Government for Government delay during the design and construction process, and the Government shall not raise the Lessor's agreement to this SLA as a defense to a request for equitable adjustment or claim pursued by the Lessor for such delay.

All other terms and conditions remain in full force and effect.

Initials: Lessor *ds* & Gov't *pk*