GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 4	DATE 9/21/12
SUPPLEMENTAL LEASE AGREEMENT		
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 whose address is: 1000 LOUISIANA, LP 1000 LOUISIANA, LP 1000 Louisiana Ste 1400 Houston, TX 77002-5039		
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 (I) establish the commencement date, (II) update the Tenant Improvement costs, (III) update the rental payments, and (IV) update the commission credit.		
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:		
I. Paragraph 2 of the Lease is hereby deleted in its entirety and replaced with the following:		
"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 24, 2012 and continuing through May 23, 2022, subject to termination and renewal rights, if any, as may be hereinafter set forth."		
II. The Government issued a Notice to Proceed with construction of Tenant Improvements in the amount of \$5,010,144.82 via Supplemental Lease Agreement No. 2. The cost for Tenant Improvements exceeded the Tenant Improvement Allowance of \$4,365,212.14 by \$644,932.68. The Government agreed to reimburse the Lessor in the amount of \$644,932.68 via a lump sum payment upon completion and acceptance of the space by the Contracting Officer and the submission of an invoice complying with the instructions in the following paragraph. In addition to the foregoing, the Government has agreed to make an additional lump sum payment to the Lessor in the amount of \$467,000.00 which shall be made concurrently with the payment of the \$644,932.68. The making of such additional lump sum payment shall reduce the monthly rental payments as described in the following paragraphs. It is understood that additional cost proposals for work in connection with the tenant improvements will be submitted to the Government by the Lessor and the statement of the foregoing amounts and/or the payment of the foregoing lump sum amounts shall in no way limit the Lessor's rights with respect to such additional cost proposals.		
Continued on next page.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
Lessor: 1000 LOUISIANA, LP, a Delaware limited partnership, by 1000 Louisiana GP, LLC, a Delaware limited liability company, its general partner by WFP 1000 a Delaware limited liability company, it general partner, by Metropolitan Life Insurance		
BY		
BY		
CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION		
Contracting Officer		

Supplemental Lease Agreement No. 4 to Lease GS-07B-16707 Page 2 of 3

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.

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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 4 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 seemed. In accordance with SFO Paragraph 2.3. entitled Broker Commission and Commission Credit, the Broker has agreed to forego of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is Section 1 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 equals adjusted Third Month's Rent. Fourth Month's Rental Payment of \$396,116.38 minus one third of the Commission Credit equals 5 adjusted Fourth 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.

equals adjusted Fifth Month's Rent.

Fifth Month's Rental Payment of \$396,116.38 minus one third of the Commission Credit

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

Initials: Lessor # & Gov't #