

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT  
NO. 5  
TO LEASE NO.  
GS-07B-16714

DATE  
5-4-11

ADDRESS OF PREMISES: Beltway Lakes Building Phase I, 5825 North Sam Houston Parkway West, Houston, TX 77086-1533

THIS AGREEMENT, made and entered into this date by and between RADLER LIMITED PARTNERSHIP,

whose address is: C/O RADLER ENTERPRISES  
5825 N SAM HOUSTON PARKWAY WEST, SUITE 100  
HOUSTON TX 77086

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

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

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.) all other terms and conditions are in full force and effect.

See Attached

IN WITNESS WHEREOF, the undersigned do hereby certify that the above is a true and correct copy of the original as of the above date.

BY:

[Redacted Signature]

(Signature)

President

(Title)

Michael Radom

(Printed Name)

WITNESSED IN THE PRESENCE OF

[Redacted Signature]

(Signature)

5825 N. Sam Houston Pky W #100

(Address)

SARAH DYSON

(Printed Name)

Houston, TX 77086

(City, State, Zip)

UNITED STATES OF AMERICA

BY:

[Redacted Signature]

GENERAL SERVICES ADMINISTRATION  
819 TAYLOR ST  
WORTH, TX 76102  
CONTRACTING OFFICER

(Official Title)

Supplemental Lease Agreement # 5  
Beltway Lakes Building Phase I LSE: GS-07B-16714

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

2.) The commencement date of the rental shall be March 25, 2011 and shall expire on March 24, ~~2024~~ <sup>2026</sup>.

3.) The office space square footage shall be 55,226 rentable square feet yielding 50,366 ANSIBOMA Office Area (ABOA).

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

From March 25, 2011 through March 24, 2021 the total annual rental shall be \$2,157,335.49 at the rate of \$179,777.96 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$1,573,941.00, annual Operating Costs of \$350,685.10 plus annual Operating Cost adjustments, annual Tenant Improvement Amortization cost of \$202,335.09, and annual BSAC Amortization cost of \$30,374.30.

From March 25, 2021 through March 24, 2026 the total annual rent shall be \$2,007,465.10 at the rate of \$167,288.76 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$1,656,780.00 and annual Operating Costs of \$350,685.10 plus annual Operating Cost adjustments.

5.) The percentage of occupancy for Tax Reimbursement purposes shall be: 34.2% (55,226 Rentable Square Footage, (RSF) / 161,301 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 \$1.50/rsf .

7.) The total cost of the Tenant Improvements (TIs) is \$2,432,515.97. 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 \$365,903.29. The remaining balance of \$2,066,612.68 shall be further reduced through a buy down of the custom tenant improvement allowance, resulting in a balance of \$1,589,702.06 (\$2,066,612.68 - 476,910.62), which shall be amortized monthly into the rent at the rate of five percent (5.00%) over the first ten (10) years of the lease as stated in paragraph 4 above. The total lump-sum payment for Tenant Improvements shall be \$842,813.91, this includes the buy down of the custom TIs.

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. Invoices shall reference number **PS0019152** 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:

- The original invoice must be submitted directly to the GSA Finance Office electronically on the finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov). If you are unable to process the invoice electronically you may mail the original invoice to the following address:

GSA, Greater Finance Center  
FAS and PBS Payment Division (7BCP)  
P O Box 17181  
Fort Worth, TX 76102-0181

Gov't Initials                     

Lessor Initials:

- A copy of the invoice must be provided to the Contracting Officer's representative at the following address:

Daphne E. Hadley  
GSA/PBS  
819 Taylor Rm. 5C06  
Fort Worth, TX 76102

8.) In accordance with Paragraph 24. *Broker Commission and Commission Credit*, CB Richard Ellis Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CB Richard Ellis have agreed to a

cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is \$662,934.20. This Commission is earned upon lease execution, payable according to the Commission Agreement [REDACTED] between the [REDACTED] parties. Due to the Commission Credit described in Paragraph 24., only \$543,648.54, which is [REDACTED] of the Commission [REDACTED] will be payable to CBRE when the Lease is awarded. The remaining \$319,285.65, which is 37% 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. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of this Lease, 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 month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Shell Rental Payment \$131,161.75 minus [REDACTED] Commission Credit of \$106,428.55 plus OPEX, BSAC Cost, and TI of \$48,616.21 equals \$73,349.41 adjusted First Month's Rent;

Second Month's Shell Rental Payment \$131,161.75 minus [REDACTED] Commission Credit of \$106,428.55 plus OPEX, BSAC Cost, and TI of \$48,616.21 equals \$73,349.41 adjusted Second Month's Rent;

Third Month's Shell Rental Payment \$131,161.75 minus [REDACTED] Commission Credit of \$106,428.55 plus OPEX, BSAC Cost, and TI of \$48,616.21 equals \$73,349.41 adjusted Third Month's Rent;

Fourth Month's Rental Payment shall commence in full.

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

Gov't Initials \_\_\_\_\_

Lessor Initials: \_\_\_\_\_