

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

September 28, 2010

LEASE NO.

GS-07B-16809

THIS LEASE, made and entered into this date by and between 1201 Louisiana Co LP

Whose address is 1201 Louisiana
Ste 304
Houston, TX 77002-5611

and whose interest in the property hereinafter described is that of OWNER

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

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 24,227 rentable square feet (RSF) of office and related space, which yields 21,468 ANSI/BOMA Office Area square feet (USF) of space on the seventh floor of Total Plaza, 1201 Louisiana Street, Houston, TX 77002-5617 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are two (2) reserved structured parking spaces.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the leased premises but not to exceed ninety (90) working days following the Government's issuance of Tenant Improvement Notice to Proceed and continuing for a term of five (5) years, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent at the following rate:

Term Years	Shell	Base Operating Cost	Amortized Tenant Improvement Allowance*	Amortized Building Specific Sec.*	Annual Rent	Monthly Rent Payable in Arrears
Years 1-3	\$460,313.00	\$192,846.92	\$0.00	\$0.00	\$653,159.92	\$54,429.99
Years 4-5	\$484,540.00	\$192,846.92	\$0.00	\$0.00	\$677,386.92	\$56,448.91

Rent (shell and operating cost) for the first month of the lease shall be abated.

* Tenant Improvements and Building Specific Security costs to be paid lump sum.

Rent for a lesser period shall be prorated. Rent shall be made payable to:

1201 Louisiana Co LP
1201 Louisiana
Ste 304
Houston, TX 77002-5611

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

LESSOR
1201 Louisiana

BY

IN PRESENCE

Paul H. Frazier - VP., Leasing
(Printed Name and Title)

1200 Smith Suite 1200 Houston 77002
(Address)

UNITED STATES

BY

Contracting Officer, General Services Administration
(Official Title)

4. The Government may terminate this lease in whole or in part at any time or after the third (3rd) year by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. This lease has no renewal options.
6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. Those facilities, services, supplies, utilities, maintenance, shell improvements and parking. This is a fully-serviced lease in accordance with SFO 0TX2096 dated May 26th, 2010.
 - B. Build out in accordance with standards set forth in SFO 0TX2096 dated May 26th, 2010, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
 - C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
7. The following are attached and made a part hereof:
 - A. Solicitation for Offers 0TX2096 dated May 26th, 2010 (63 pages)
 - B. Special Requirements (10 pages)
 - C. Amendment 1 (1 page)
 - D. Amendment 2 (3 pages)
 - E. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05]) (33 pages)
 - F. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]) (7 pages)
 - G. Exhibit A – Base Plan (1 page)
 - H. Exhibit B – Legal Description (1 page)
8. Tenant Improvement Allowance, as defined in Section 3.2 of the SFO attached to the lease, is \$812,684.02. The Building Specific Security is \$46,900.00. The Lessor understands and agrees that this amount is the maximum amount that the Government can pay for tenant improvements to the Premises. In the event that the Lessor anticipates that the cost of the Tenant Improvements will exceed this amount, the Lessor shall immediately provide written notice of the same to the Government, so that the scope of work can be adjusted accordingly. In accordance with Section 3.2 *Tenant Improvements – ARRA Projects Only* of the SFO, the Government shall pay the Lessor in a lump sum payment the actual amount of the Tenant Improvement Allowance used. Upon completion and acceptance of the Tenant Improvements, the Lessor shall submit its invoice of the actual amount of the work to the Government for payment.
9. In accordance with the SFO paragraph 4.2 B.9. entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 2.8690% (24,227/843,533).
10. In accordance with the SFO paragraph 4.3 entitled *Operating Costs* are \$7.96/RSF (\$192,846.92/annum).
11. In accordance with the SFO paragraph 4.1 C. entitled *Common Area Factor*, the common area factor is established as 1.1285169 (24,227 RSF/21,468 USF).
12. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.50/USF (rental reduction).
13. In accordance with the SFO Paragraph 4.6 entitled *Overtime Usage*, the rate for overtime usage is established as \$45.00 per hour. Overtime shall not be charged during normal building hours or during the hours of operation set forth in the SFO paragraph 4.5 entitled "Normal Hours." The 24-hour HVAC for the LAN Room is included in the fully-serviced rental rate.
14. In accordance with the SFO paragraph 4.2 entitled "Tax Adjustment," this lease is subject to real estate tax adjustment.
15. Fees applicable to Tenant Improvements shall not exceed:
 - General Conditions – 5.0%
 - General Contractor – 10.0%
 - Architectural/Engineering – \$2.00 Per Usable Square Foot
 - Lessor Project Management Fee – 3%

LESSOR

UNITED STATES OF AMERICA

BY



(Initial)

BY



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16. Substitution of Tenant Agency. **SUBSTITUTE** the following language for Paragraph 6 of the General Clauses to the Lease, GSA Form 3517, entitled "552.270-36-Substitution of Tenant Agency (AUG 1992)."

Substitution of Tenant Agency.

The Government reserves the right at any time and from time to time to substitute any agency (ies) originally named in the Lease, hereinafter referred to as the "Original Tenant Agency," as to all or any portion of the leased space upon written notice to the Lessor in accordance with the following:

If the Lessor disapproves of the Government's substitution of a different agency, either the Government or the Lessor may terminate the Lease and the Government shall be relieved of its liability to pay for all future rentals, except for the unamortized cost of the leasehold improvement allowance paid by Lessor. The Lessor may disapprove of the substitution of a difference agency only if the substituted agency would be incompatible with a Class "A" multi-tenant high rise office building in downtown Houston. Among the factors which would make such an agency incompatible would be the amount of foot traffic such agency would bring to the Building, the number of first-time or non-routine visitors who would visit the Building, the possible need for additional security precautions because of the substituted agency, public controversy of the substituted agency which might attract protestors or demonstrators. Should the Lessor reject the proposed substitution of a tenant agency, the Government shall have the right to propose a second tenant agency within 14 days of said rejection prior to termination of the lease.

This paragraph shall not be construed to limit the legitimate association of and housing by the Original Tenant Agency or substituted agency(ies) of Government representatives in any way connected with or needed to further safeguard those Agencies' personnel or legitimate business including, without limitation, Federal Protective Officers.

If Lessor's consent is required, failure of the Lessor to approve or disapprove of a proposed substitution of an agency within fifteen (15) calendar days of the date that the Government sent written notice of the proposed substitution to the Lessor shall be deemed consent by the Lessor to such proposed substitution.

17. In accordance with Paragraph 2.4 (Broker Commission and Commission Credit), 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 [redacted] of the firm term value of this lease **less one month of rental abatement** ("Commission"). The total amount of the Commission is \$ [redacted]. 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 2.4, only \$ [redacted] which is 4 [redacted] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [redacted] which is [redacted] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments (\$460,313.00 / 12 months = \$38,359.42 per month) due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the second month of the rental payments and continue throughout the third month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

Month 1:	Rent abated
Month 2:	\$38,359.42 minus prorated Commission Credit of \$ [redacted] equals \$ [redacted] adjusted Second Month's Rent
Month 3:	\$38,359.42 minus prorated Commission Credit of \$ [redacted] equals \$ [redacted] adjusted Third Month's Rent

18. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

19. All questions pertaining to this Lease shall be referred to the Contracting Officer of General Services Administration (GSA) or their designee. The Government occupant is not authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

LESSOR

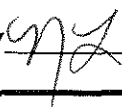
BY



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UNITED STATES OF AMERICA

BY



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20. Unauthorized Improvements: All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and 1201 Louisiana Co., LP. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the term of the lease agreement or authorized in writing by the GSA Contracting Officer. If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space."

LESSOR



BY _____

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UNITED STATES OF AMERICA

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