

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

TO LEASE NO. **GS-07B-16970**

ADDRESS OF PREMISES

9990 Richmond Avenue
Houston, TX 77042-4559

KH
JD

THIS AGREEMENT, made and entered into this date by and between ~~KATMORZ~~ REALTY TEN, LTD.

whose address is

1800 Augusta Dr.
Ste 400
Houston, TX 77057-3131

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

WHEREAS, the parties hereto desire to amend the above Lease

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 10, 2012, as follows:

1. To provide Notice to Proceed with Tenant Improvements
2. To change the annual rental amounts and cost of the Tenant Improvements
3. To change the commission and commission credit

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

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

FOR THE

Signature: _____

Name: _____

Title: _____

Entity Name: KMRS PARTNERS TEN, LLC

Date: 8-14-12

FOR THE

Signature: _____

Name: _____

Title: Lease Contracting Officer
GSA, Public Buildings Service

Date: 8-20-12

WITNES

Signature: _____

Name: J. Richard Barber

Title: Leasing Representative

Date: 8/17/12



Supplemental Lease Agreement No. 1
GS-07B-16970
 9990 Richmond Avenue
 Houston, TX 77042-4559

1. This Supplemental Lease Agreement (SLA) serves as the Lessor's Notice to Proceed with Tenant Improvements in the amount of \$108,729.83. The Government hereby orders the total Tenant Improvement cost.
2. Paragraph 1.03 of the Lease is deleted in its entirety and replaced with the following:

1.03 RENT AND OTHER CONSIDERATION—SUCCEEDING (APR 2011)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	YEARS 1—5		YEARS 6—10	
	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF
Shell Rental Rate	\$159,199.50	-	\$216,809.09	-
Tenant Improvements Rental Rate*	\$21,745.97	-	\$00.00	-
Operating Costs	\$69,516.00	-	\$69,516.00	-
Building Specific Security Costs	\$00.00	-	\$00.00	-
FULL SERVICE RATE	\$250,461.47	-	\$286,325.09	-

*\$108,729.83 in TI's amortized at 0% over the 5 year firm term of this lease. The Government has the option to adjust rent to reflect actual tenant improvement costs used. The Government may opt to pay any TI overage via lump sum.

- B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.
- D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
 1. The leasehold interest in the Property described in Paragraph 1.01, "The Premises," created herein.
 2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
 3. Performance or satisfaction of all other obligations set forth in this Lease.
 4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
- E. Parking shall be provided at a rate of \$00.00 per parking space per month (Structure), and \$00.00 per parking space per month (Surface).

Gov't Initials KT
 Lessor Initials SO

F. Paragraph 1.04 of the Lease is deleted in its entirety and replaced with the following:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (APR 2011)

Jones Lang LaSalle Americas, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to **Jones Lang LaSalle Americas, Inc.** with the remaining [REDACTED] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing 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 equal monthly installments over the shortest period practicable.

Notwithstanding the "Rent and Other Considerations" paragraph 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:

Month 1 Rental Payment **\$20,871.79** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment **\$20,871.79** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment **\$20,871.79** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

Gov't Initials KTH
Lessor Initials SD