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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT | SUPPLEMENTAL AGREEMENT NO 1 | DATE 6-13-12 |
| | TO LEASE NO. GS-07B-16979 | |

ADDRESS OF PREMISES 15109 Heathrow Forest Parkway, Suite 250
Houston, TX 77032-3887

THIS AGREEMENT, made and entered into this date by and between 15109 Heathrow Forest, LLC
whose address is 2537 Gessner Road, Suite 220
Houston, Texas 77063-2027

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 June 13, 2012 as follows:

- 1.) Description of the Tenant Improvements to be constructed; and
 - 2.) to incorporate the Design Intent Drawings; and
 - 3.) to provide a Notice to proceed; and
 - 4.) to establish for the Tenant Improvements (TIs) and Building Specific Security Cost (BSSC) also known as Building Specific Amortized Capital. (BSAC); and
 - 5.) to provide the provisions for the lump-sum-payment; and
 - 6.) all other terms and conditions of the Lease are in full force and effect.
- See Attached



subscribe their names as of the above date.

MANAGER OF G.P.
Title

David WEAVEN
Printed Name



2537 S. GESSNER #220
(Address)

DAVID LEE

Houston, TX 77063
City, State, Zip



General Services Administration
1919 Smith St., Suite 1600
Houston, TX 77002
Lease Contracting Officer
(Official Title)

Supplemental Lease Agreement #1
GS-07B-16979
15109 Heathrow Forest Parkway, Suite 250
Houston, Texas 77032-3887

1.) The Lessor shall provide all the materials, labor, and services required to provide the completion of the TIs and the BSSC/BSAC as depicted on the Construction Drawings (CDs) and the Tenant Improvement Costs Summary (TICS), which is attached as Exhibit "B". The CDs were created by URBAN CONSTRUCTION SOUTHWEST,LLC dated May 12, 2012, *consisting of 16 pages*, Reference Project Number OTX2047 at 15109 Heathrow Forest Parkway, Suite 250, Houston, Texas 77032-3887.

2.) The Lessor remains responsible for the accuracy of the Construction Drawings as stated in the Solicitation for Offer under "Construction Schedule and Acceptance of Tenant Improvements, Review of Working/Construction Drawings." This Supplemental Lease Agreement (SLA) does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings dated March 28, 2012 consisting of sixteen (16) pages, and which are attached and incorporated into the lease as depicted in Exhibit "A".

3.) Upon full execution and delivery of this SLA, the Lessor can consider this as a Notice to Proceed with the Tenant Improvement and the BSSC/BSAC construction. The anticipated date of completion and acceptance by the Government is on or before October 22, 2012.

4.) The Government shall pay the Lessor for the total cost of the Tenant Improvements and BSSC/BSAC as follows:

The Government and the Lessor have agreed that the **Tenant Improvement Allowance (TIA) is \$310,920.80** and the **BSSC/BSAC Allowance is \$19,250.00**.

The Government and the Lessor have agreed that the total cost of the TIs, BSSC/BSAC, and A-11 items are \$743,993.78 (TIs: \$486,142.78 + BSSC/BSAC: \$225,778.00 + A-11 items: 32,073.00). The total Tenant Improvement cost and the total BSSC/BSAC cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements and the BSSC/BSAC by the anticipated date of completion noted above in paragraph 3.

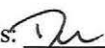
A portion of the Total Tenant Improvement cost, in the amount of **\$310,920.80** shall be amortized over the first five (5) year firm term of the lease agreement at an interest rate of zero percent (0.0%) paid monthly in arrears as part of the rental payment upon the completion and acceptance by the Government.

A portion of the Total BSSC/BSAC cost, in the amount **\$19,250.00** shall be amortized over the first five (5) year firm term of the lease agreement at an interest rate of zero percent (0.0%) paid monthly in arrears as part of the rental payment upon the completion and acceptance by the Government.

The remaining balance of the Total costs of the Tenant Improvements, BSSC/BSAC, and A-11 items is **\$413,822.98** [$\$743,993.78 - \text{TIA of } \$310,920.80 - \text{BSSC/BSAC Allowance of } \$19,250.00$] and shall be paid by a lump-sum-payment upon the completion and acceptance by the Government of the Tenant Improvements, BSSC/BSAC, and A-11 items necessary to finish the interior of the leased space as referenced on the attached Exhibit "B." The lump-sum-payment includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements, BSSC/BSAC, and A-11 items by the anticipated date of completion noted above in paragraph 3.

Any changes of the Construction Drawings, which result in a financial, conditional, or term change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

Gov't Initials: 

Lessor Initials: 

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5.) To submit for payment of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number **PS0023664** 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 the invoice electronically, then the invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Lease Contracting Officer at the following address:

General Services Administration
Attn: Pearl Summers-Garza
1919 Smith Street, Suite 1600
Houston, Texas 77002

Upon the completion and acceptance of the Tenant Improvements and the BSSC/BSAC by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, the amortized Tenant Improvement, and BSSC/BSAC) shall be established by a subsequent SLA.

6.) All other terms and conditions of this lease shall remain in full force and effect.

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Gov't Initials: BSE

Lessor Initials: DM