

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-07B-16988	DATE 8/2/11	PAGE 1 of 1
ADDRESS OF PREMISES 350 Pine Street, Beaumont, TX 77701-2400			

THIS AGREEMENT, made and entered into this date by and between NEWKIRK STATMONT, LP

whose address is 350 Pine Street, Suite 205
BEAUMONT, TX 77701-2400 *25 pp*

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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 dated July 19, 2011 is amended, effective August 1, 2011, as follows:

Supplemental Lease Agreement (SLA) Number 1 is issued to establish an effective date for the commencement of this lease.

1. Paragraph 2 of the Lease shall be deleted in its entirety and replaced with the following:

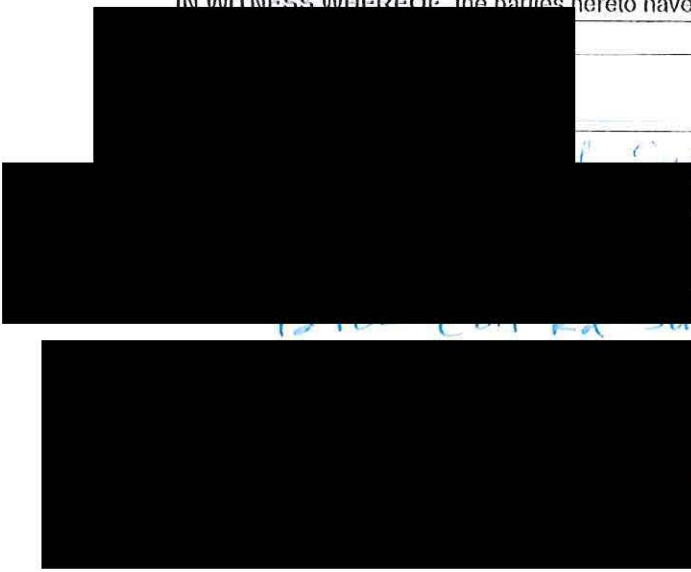
"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 1, 2011, and continuing for a term through 10 years, expiring July 31, 2021, unless earlier terminated by the Government as described in Paragraph 4 of the lease."

2. Lessor shall complete shell improvements including construction of a demising wall between the give back space and premises, and modifying suite egress door swings to meet NFPA 101, within thirty (30) calendar days following the execution date of SLA No. 1. Work shall be coordinated with the Government to minimize agency disruption."

CONTINUED ON PAGE 2 ATTACHED

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

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



LESSOR	
	NAME OF SIGNER <i>James Dudley</i>
<i>1210 ... Suite 970 Dallas, TX 75201</i>	

IN PRESENCE OF	
	NAME OF SIGNER <i>Chris Delzell</i>
<i>1210 ... Suite 970 Dallas, TX 75201</i>	

UNITED STATES OF AMERICA	
	NAME OF SIGNER <i>THOMAS J. BARKER</i>
	OFFICIAL TITLE OF SIGNER <i>Contracting Officer</i>

SUPPLEMENTAL LEASE AGREEMENT

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ADDRESS OF PREMISES 350 Pine Street, Beaumont, TX 77701-2400			

THIS AGREEMENT, made and entered into this date by and between NEWKIRK STATMONT, LP

whose address is 350 Pine Street, Suite 205
BEAUMONT, TX 77701-2437

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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 dated July 19, 2011 is amended, effective August 1, 2011, as follows:

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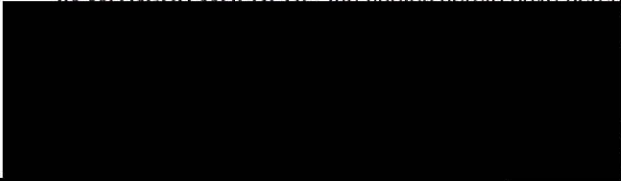

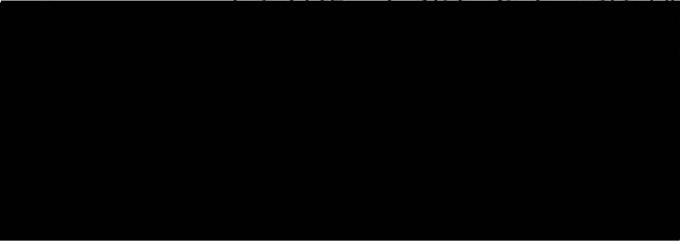
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All other terms and conditions remain in full force and effect.

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

	LESSOR	NAME OF SIGNER James Dudley
	970 Dallas, TX 75251	
	IN PRESENCE OF	NAME OF SIGNER Chris Delzell
	Suite 970 Dallas, TX 75251	
	UNITED STATES OF AMERICA	NAME OF SIGNER Chara J. Barker
		OFFICIAL TITLE OF SIGNER Contracting Officer

3. Paragraph 4 of the Lease shall be deleted in its entirety and replaced with the following:

"4. The Government may terminate this lease in whole or in part at any time after July 31, 2016 by giving at least ninety (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."

4. Paragraph 11 of the Lease shall be deleted in its entirety and replaced with the following:

"11. In accordance with Paragraph 2.3 (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 ("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 2.3, only [REDACTED] which is [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. Notwithstanding Paragraph 3 of the Standard Form 2, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit.

The shell portion of the monthly rental payment shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments as indicated in this schedule for adjusted Monthly Rent:

First Monthly Month's Rental Payment of \$18,309.57 minus the Commission Credit of [REDACTED] First Month's adjusted Monthly Rental Payment is [REDACTED]

Second Monthly Month's Rental Payment of \$18,309.57 minus the Commission Credit of [REDACTED] Second Month's adjusted Monthly Rental Payment is [REDACTED]"