

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 4	DATE <u>7/29/2011</u>
	TO LEASE NO. GS-07B-16682	

ADDRESS OF PREMISES: Fairmont Business Center, 11810 West Fairmont Parkway, Suite 400, La Porte, TX 77571-6016

THIS AGREEMENT, made and entered into this date by and between **KELLEY FAIRMONT, INC.** whose address is 3140 Peacekeeper Way, McClellan, CA 95652-2508

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

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

- 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 Government's percentage of occupancy; and
- 6.) Establish the reduction amount for vacant space; and
- 7.) To provide for lump sum payment; and
- 8.) To provide for the completion of the punch list items; and
- 9.) All other terms and conditions are in full force and effect.

See Attached

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

BY: **KELLEY FAIRMONT, INC.**



Signature

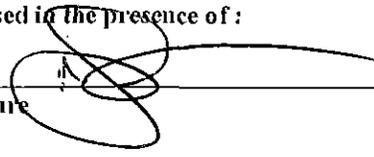
Vice PRESIDENT

Title

DENTON KELLEY

Printed Name

Witnessed in the presence of:



Signature



Miho Staley

Printed Name

City, State, Zip

UNITED STATES OF AMERICA



Don W. Day

General Services Administration
819 Taylor St., Room 5A18
Fort Worth, TX 76102
Contracting Officer

(Official Title)

Supplemental Lease Agreement No. 4

Lease GS-07B-16682

Fairmont Business Center

11810 Fairmont Parkway, Suite 400

La Porte, TX 77507

- 1.) The tenant improvements as *substantially* completed and the government accepts the leased space on July 11, 2011. The Lessor and the Government agree that the requirements specifically identified in Attachment A of this lease have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 14 days of the Government's acceptance of the space for occupancy. Within 15 days of the completion date for the Lessor to cure the deficiencies in Attachment A of this lease, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.
- 2.) The commencement date of the rental shall be July 11, 2011 and shall expire on July 10, 2021.
- 3.) The office space square footage shall be 12,574 rentable square feet yielding 12,574 ANSIBOMA Office Area (ABOA).
- 4.) The Government shall pay the Lessor annual rent as follows:

From July 11, 2011 through July 10, 2018 the total annual rental shall be \$295,320.18 at the rate of \$24,610.015 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$164,899.40, annual Operating Costs of \$53,571.00 plus annual Operating Cost adjustments, and annual Tenant Improvement Amortization cost of \$76,849.78.

From July 11, 2018 through July 10, 2021 the total annual rent shall be \$251,917.24 at the rate of \$20,993.10 paid monthly in arrears. The total annual rent consists of Shell Rent of \$198,346.24 and Operating Costs of \$53,571.00 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

- 5.) The percentage of occupancy for Tax Reimbursement purposes shall be: 29.40% (12,574 Rentable Square Footage, (RSF) /42,769 RSF) and the new Base Year for taxes shall be the taxes in the year of 2011.
- 6.) The Government's adjustment of vacant space shall be a reduction of \$2.00/RSF .
- 7.) The total cost of the Tenant Improvements is \$561,123.10. 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 \$146,935.54. The remaining balance of \$414,187.56 shall be amortized monthly into the rent at the rate of 7.75% over the first seven (7) years of the lease as stated in paragraph 4 above.

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. It shall reference the number PS0020030 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:

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

Gov't Initials _____

Lessor Initials: _____

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

Don W. Day
U.S. General Services Administration
819 Taylor Street 7PRA; Room 5A18
Fort Worth, Texas 76102-0181

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

Gov't Initials



Lessor Initials:

