

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1 TO LEASE NO. GS-07B-16770 DATE 2/7/11 PAGE 1 of 2

ADDRESS OF PREMISES
The Offices @ Forest Hills, 2005 NE Green Oaks Blvd, Arlington, Texas 76006-2601

THIS AGREEMENT, made and entered into this date by and between 2001 GREEN OAKS, LTD

whose address is 2005 NE Green Oaks Blvd, STE 100
Arlington, TX, 76006-3291

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

WHEREAS, the parties hereto desire to amend the above Lease to adjust lease terms, tenant improvement dollars, and to order said tenant improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon signature of both parties as follows:

Paragraph 3 is hereby revised as follows:

"3. The Government shall pay the Lessor annual rent according to the rent table below. Rent for a lesser period shall be prorated. Rent shall be paid monthly in arrears.

Months	Annual Rent	Monthly Rent
1 to 24	\$ 179,287.31	\$ 14,940.61
25 to 48	\$ 183,565.81	\$ 15,297.15
49 to 84	\$ 187,844.31	\$ 15,653.69
85 to 108	\$ 192,122.81	\$ 16,010.23
109 to 120	\$ 196,401.31	\$ 16,366.78

Rent shall be paid via electronic funds transfer to:

2001 GREEN OAKS, LTD.
 2005 NE GREEN OAKS BLVD., STE 100
 ARLINGTON, TX 76006-3291

Paragraph 4 is hereby deleted without substitution or replacement.

Continued on Page 2

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

LESSOR

SIGNATURE: [Redacted] NAME OF SIGNER: President of the General Partner Dennis Scifres
 ADDRESS: 2005 N.E. Green Oaks Blvd. Suite 100, Arlington TX 76006-3291

IN PRESENCE OF

SIGNATURE: [Redacted] NAME OF SIGNER: Jeannine Turley
 ADDRESS: Blvd. Suite 100, Arlington TX 76006-3291

UNITED STATES OF AMERICA

SIGNATURE: [Redacted] NAME OF SIGNER: GARHETT GARDEN
 OFFICIAL TITLE OF SIGNER: Contracting Officer

Paragraph 9 is hereby revised as follows:

"9. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$286,020.00 (7,851 USF x \$20.00, plus additional \$5,000.00, plus \$124,000) shall be amortized through the rent for 10 years at the rate of 9.858%. This is a combination of \$162,020 in tenant improvements amortized for 10 years at 6.25% and \$124,000 in tenant improvements amortized for 10 years at 13.75%."

Paragraphs below are hereby added:

18. AREAS REQUIRING 24 HR HVAC SERVICE – Areas requiring 24-hour HVAC services (LAN room, etc.) shall be reimbursed separate from the rent. The cost for this service is set at \$0.30 per hour per rentable square foot. The charge in this paragraph only applies outside of the normal working hours provided in the lease. No more than 14 hours per business day may be reimbursed under this paragraph.
19. TENANT IMPROVEMENTS – This fully executed SLA #1 will serve as Lessor's Notice to Proceed. No changes to the approved Design Intent Drawings (DIDs) are permitted without written approval from the GSA contract officer. The Government is not responsible to reimburse the lessor for any work performed without prior written approval from the GSA contract officer.
20. INVALIDATION OF THIS SLA #1 – The terms and conditions of this SLA #1 were negotiated with the understanding that the lessor could provide additional funding (\$124,000) for tenant improvements. If the lessor fails to procure the funds, this SLA shall be deemed invalid and the previous terms and conditions changed by this SLA #1 will be in full force and effect.
21. The total cost for tenant improvements is \$371,020.00, which exceeds the allowance provided for in the lease, which is \$286,020.00 (Established in Paragraph 9 of this SLA). The Government hereby orders the balance of \$85,000.00.
22. Upon completion, inspection, and acceptance of the space by the Government, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$85,000.00, upon receipt of an original invoice.

The original invoice shall be submitted to the Greater Southwest Finance Center electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoice electronically, may mail the original invoice to the following address:

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

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Jeffrey Navarro
300 East 8th Street, STE G150
Austin, TX 78701

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0020579

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

23. The Government-approved DIDs, which formed the basis for the tenant improvement costs, are hereby incorporated into the lease as Exhibit A (3 pages).
24. The Lessor hereby waives restoration as a result of all improvements.

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

INITIALS:  LESSOR
GOVT

GSA FORM 276 (REV. 8/2006) BACK