

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1  TO LEASE NO. GS-07B-16862	DATE: <i>JAN 18/2012</i>
<b>ADDRESS OF PREMISES</b>	Monterey Oaks, Building B 5508 Hwy 290 West Austin, Texas 78735-8818	
THIS AGREEMENT, made and entered into this date by and between: THE COMMONS AT CLIFF CREEK LTD.		
Whose address is 5508 HWY 290 SUITE 200 AUSTIN, TX 78735-8818		
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said		
Lease is amended,	April 27, 2011	as follows:

This SLA is issued to modify the following paragraphs of the Lease. Paragraphs 1 and 13 of the lease are amended by deleting the existing text and substituting, in lieu thereof.

"1. The Lessor hereby leases to the Government the following described premises:

"11,257 rentable square feet of office and related space, which yields 9,788 ANSI/BOMA Office Area square feet of space and an additional 1,613 rentable square feet (yielding 1,403 ANSI/BOMA Office Area SF) of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations) in excess of the total 11,257 rentable/ 9,788 ANSI/BOMA square footage indicated above, for a total of 12,870 rentable square feet, (yielding 11,191 usable square feet) under lease, at Monterey Oaks, Building B, 5508 Hwy 290 West, Austin, Texas 78735-8818 to be used for such purposes as determined by the General Services Administration.. All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space. Included in the rent at no additional cost to the Government are fifty-six (56) onsite surface parking spaces for the exclusive use of the Government."

"13. In accordance with the SFO Paragraph 4.6 entitled *Overtime Usage*, the rate for Overtime Heating and Cooling is established at \$35.00 per hour for the entire Government leased premises. The Lessor shall not charge the Government for Overtime Heating and Cooling if the building is open and the Heating and Cooling is operating for all other tenants beyond the Normal Hours of Monday through Friday 7:00 A.M. to 6:00 P.M., and Saturday 9:00 A.M. to 1:00 P.M. The Overtime Heating and Cooling Usage rate shall not apply to any portion of the Premises that is required to have heating and cooling

in force and effect. IN WITNESS WHEREOF, the parties subscribed their

K LTD.

*PRESIDENT FOR COMMONS INVESTMENTS INC.  
ITS GENERAL PARTNER.*

(Address)

**CONTRACTING OFFICER**

(Official Title)