

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-07B-16862	DATE 12/10/11	PAGE 1 of 2
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ADDRESS OF PREMISES
Monterey Oaks, Building B, 5508 Hwy 290 West, Austin, TX 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:

WHEREAS, the parties hereto desire to amend the above Lease to order tenant improvements which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government, as follows:

1. This Supplemental Lease Agreement (SLA) is your Notice to Proceed to furnish and install tenant improvements as required and outlined in SFO No. 9TX2971. The total cost for the tenant improvements is \$480,304.16. Of the \$480,304.16, only \$333,621.00 has been amortized into the rent at 9.0% for 120 months. The Government hereby orders the balance of \$146,683.16.
2. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$146,683.16, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

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

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hereunto subscribed their names as of the date first above written.

LESSOR

NAME OF SIGNER

SECRETAN STADLER

160 AUSTIN TX. 78757

IN PRESENCE OF

NAME OF SIGNER

CRYSTAL BURTON

UNITED STATES OF AMERICA

NAME OF SIGNER

PAULA J. BARKER

OFFICIAL TITLE OF SIGNER

Contracting Officer

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

General Services Administration
Attn: GSA CONTRACTING OFFICER – Paula Barker
819 Taylor Street
Room 5A18
Ft. Worth, TX 76102-0181

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- 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 # **PS0022173**

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

3. The Lessor and Government acknowledge the total cost for the tenant improvements of \$480,304.16 includes a contingency fee of \$22,317.00. Prior to acceptance of the space, the Government shall review and audit the actual expenditures for the tenant improvements. In the event the contingency fee is not required for the tenant improvements, it shall be subtracted from the total tenant improvement cost of \$480,304.16 and the lump sum paid by the Government shall be reduced by the unused contingency amount. The final accounting of the tenant improvements (including contingency fee) and the lump sum payment due shall be memorialized in the commencement SLA.
4. The Lessor hereby waives restoration as a result of all improvements.

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

INITIALS: AB & PH
LESSOR GOV'T