

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 7

TO LEASE NO. **GS-07B-16993**

ADDRESS OF PREMISES

Cedar Bend Professional Center  
12309 N. Mopac Expressway  
Austin, TX 78758-2403

THIS AGREEMENT, made and entered into this date by and between 12301 N. Mopac, LTD,  
whose address is 4330 Gaines Ranch Loop, Ste. 100  
AUSTIN, TX 78735-6734

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter 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 is amended, effective upon execution by the Government, as follows:

- 1.) To provide the Scope of Work; and
- 2.) To provide a Notice to Proceed; and
- 3.) To provide for the payment of the Tenant Improvements; and
- 4.) All other terms and conditions are in full force and effect.

Continued on Page 2

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE

FOR THE

Signature

Signature

Name:

Name: Kristine Deltoro

Title:

Title: Lease Contracting Officer

Entity Name: 12301 N. MOPAC, LTD.

GSA, Public Buildings Service

Date:

Date:

*CEO of Live Oak - Dallas, TX*  
*8/29/12*

*August 31, 2012*

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

*MESSICK*  
*8/29/12*



TIFFANY MORGAN MESSICK  
Notary Public, State of Texas  
My Commission Expires  
August 29, 2015

1.) The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements under Change Order – Electrical Upgrades dated July 17, 2012, and Change Order – Mini Blinds at Curtainwall Windows dated August 7, 2012. The costs associated with these two (2) change orders are depicted in the Change Order documents, attached as Exhibit A, in the amount of [REDACTED]

2.) Upon full execution of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with the Scope of Work of the Projection Screens. The anticipated date of completion and acceptance by the Government is on or before August 31, 2012.

3.) The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The Government and the Lessor have agreed that the total cost of the Tenant Improvements shall change from \$1,650,035.79, as stated in SLA #5, to \$1,662,352.27 [\$1,650,035.79 (SLA 5) + [REDACTED] (Electrical Upgrades) + [REDACTED] Mini Blinds @ Curtainwall Windows] The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

The total cost of the Tenant Improvements is \$1,662,352.27. Of the \$1,662,352.27, only \$1,218,675.84 has been amortized into the rent at 6.0% for 120 months. The Government hereby orders the balance of \$443,676.43 (\$431,359.95 (SLA 5) + [REDACTED] (Electrical Upgrades, Mini Blinds @ Curtainwall Windows).

Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$443,676.43, 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](http://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

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

General Services Administration  
Attn: GSA CONTRACTING OFFICER – KRISTINE DELTORTO  
200 NW 4th Street  
Room 4050  
Oklahoma City, OK 73102

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 # PS0022565

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

4.) All other terms and conditions of this lease shall remain in full force and effect.

Gov't Initials 

Lessor Initials: 