

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 3

DATE
6/17/10

TO LEASE NO: GS-07B-16653

ADDRESS OF PREMISES:

1701 Director's Blvd
Austin, TX

THIS AGREEMENT, made and entered into this date by and between ' State Teachers Retirement System of Ohio whose address is:

275 E Broad St
Columbus, OH 43215-3703

hereinafter called the Lessor and UNITED STATES OF AMERICA, hereafter call 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 April 19, 2010 as follows:

The purpose of Supplemental Lease Agreement (SLA) No. 3 is to adjust the rental rate to reflect the finalized construction costs of \$397,517.16 for Tenant Improvements (TI) and \$32,476.00 for Building Specific Amortized Capital (BSAC) and to establish the effective date of the lease.

Paragraph 2 is deleted in its entirety and replaced with the following:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 19, 2010 and continuing through April 18, 2025, subject to termination and renewal rights as may be hereinafter set forth.

Paragraph 3 is deleted in its entirety and replaced with the following:

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears as follows:

<u>Term</u>	<u>Annual Rent</u>	<u>Monthly Rate</u>
4/19/10 - 4/18/15	\$475,481.77	\$39,623.48
4/19/15 - 4/18/18	\$505,334.60	\$42,111.22
4/19/18 - 4/18/20	\$429,844.00	\$35,820.33
4/19/20 - 4/18/25	\$516,600.00	\$43,050.00

The above rent includes a Tenant Improvement (TI) allowance and Building Specific Amortized Capital (BSAC) allowance per SFO 8TX2785 and Special Requirements. Actual TI construction costs are \$397,517.16. Actual BSAC construction costs are \$32,476.00.

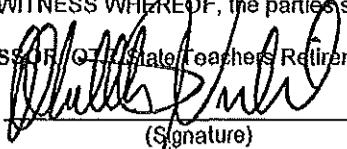
Paragraph 4 is deleted in its entirety and replaced with the following:

4. The Government may terminate this lease in whole at any time on or after April 18, 2018 by giving at least 90 days notice in writing to the lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Continued on Sheet 2, attached hereto and made a part of the lease.

IN WITNESS WHEREOF, the parties subscribed there names as of the above date.

LESSOR OF State Teachers Retirement System of Ohio

BY  (Signature)

Matthew J. Vulanich
Authorized Agent

(Title)

IN PRESENCE OF

 (Signature)

Administrative Assistant
(Title)

UNITED STATES OF AMERICA


Justina Llewellyn

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
819 TAYLOR ST

Contracting Officer

Sheet 2, attached hereto and made a part of lease GS-07B-16653, Supplemental Lease Agreement No. 3

Paragraph 10 is deleted in its entirety and replaced with the following:

10. In accordance with the SFO paragraph, 3.3 *Tenant Improvement Rental Adjustment*, TIs in the amount of \$397,517.16 shall be amortized through the rent for 8 years at the rate of 9%. The total annual cost of TIs for the amortization period shall be \$69,884.49. BSAC in the amount of \$32,476.00 shall be amortized through the rent for 8 years at a rate of 9%. The total annual cost for the amortization period shall be \$5,709.36.

Paragraph 11 is corrected and replaced in its entirety with the following:

11. In accordance with the SFO paragraph, 4.2 *Tax Adjustment*, the lease is subject to real estate tax reimbursement. The percentage of Government occupancy is established at 25.6%.

Paragraph 12 is corrected and replaced in its entirety with the following:

12. In accordance with the SFO paragraph, 4.3 *Operating Costs*, the lease is subject to operating cost escalation. The cost of services is established at \$111,192.00 per annum, which is \$6.78 per RSF for 16,400 RSF.

Lessor is responsible for maintenance and repair of the alterations. All alterations shall remain property of the lessor. Lessor hereby waives all rights to restoration pertaining to these alterations.

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

Government Initials JD

Lessor Initials [Signature]