

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
No. 1

DATE  
3/9/2011

TO LEASE No.

GS-07B-16696

ADDRESS OF PREMISES: Parc 114-Building 9  
6615 North Belt Line Road, Irving Texas 75063

THIS AGREEMENT is made and entered into this date by and between Orix JS Parc 114, LP

whose address is: 100 North Riverside Plaza, Chicago, IL 60606

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 clarify the term and such related matters as follows.

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:

The purpose of Supplemental Lease Agreement Number(SLA) number 1 is to establish notice to proceed is issued effective upon execution of SLA number 1 and the Lessor shall immediately commence construction of the tenant improvements authorized under Lease GS-07B-16696, SFO No. 7TX2796, the [REDACTED] Program of Requirements, and the approved Government DID dated 6 Apr 2010.

Paragraph 9 of the SF 2 dated January 28, 2010 is deleted in its entirety and the following substituted therefore:

9. The parties agree that the Lessor shall deliver the premises substantially complete and ready for acceptance for occupancy by the Government on or before, but not to exceed, the delivery date of October 31, 2011, as such date may be modified subject to excusable delays as defined by the General Clauses, GSA Form 3517B and any delays caused by the Government

Paragraph 17 of the SF 2 dated January 28, 2010 shall be deleted in its entirety and the following substituted therefore:

17. Tenant Improvement Allowance: The maximum Tenant Improvement Allowance has been established by Paragraph 3.2, "Tenant Improvements Included in Offer." The Tenant Improvement Allowance of \$297,672.40 shall be amortized over the ten (10) year firm term of the lease agreement at an interest rate (amortization rate) of 9% percent.

The total cost of the tenant improvements for this project are \$2,671,508.00 based on the requirements as outlined in SFO No. 7TX2796, the [REDACTED] Program of Requirements, and the approved Government DID dated 6 Apr 2010 and made a part of this SLA. Of the \$2,671,508.00 only \$297,672.40 has been amortized into the rent and is included in Lease paragraph 3. The Government agrees to amortize no more than \$297,672.40 into the rent at 9% for 120 months. The balance of \$2,373,835.60 (\$2,671,508.00 total cost - \$297,672.40 allowance = \$2,373,835.60) for the improvement overage shall be paid in monthly installments for Phases of work completed. The Lessor and the Contracting Officer shall agree on the amount of work completed and the amount of the invoice before each payment request is submitted.

The attached construction schedule (5 pages) is incorporated and made a part of the lease contract and represents targeted construction milestones for the project. Construction inspections will be made periodically by the Contracting Officer and/or GSA designated technical representatives to review compliance with the Lease Contract and the final working drawings.

The Government will conduct inspections for work completed per the construction schedule and to authorize payment for work completed, inspected, and accepted by the Government per the Phases established on Exhibit A, attached to and made a part of the Lease. Five (5) days prior to the completion of each Phase, the Lessor shall notify the Contracting Officer in writing, to schedule an inspection.

Upon inspection and acceptance by the Government of the work completed as outlined on Exhibit A the Lessor may submit invoice for payment of the Phase as follows:

- Phase 1 Inspection: \$603,133.76
- Phase 2 Inspection: \$675,922.38
- Phase 3 Inspection: \$883,623.84
- Phase 4 Space Acceptance: \$211,155.61

Government Initials	Lessor Initials
	

Upon substantial completion, inspection, and acceptance of the work by the Contracting Officer, the Government shall reimburse the Lessor upon receipt of an original invoice.

The original invoice must be submitted directly to the GSA Finance office electronically on the Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov) and a copy provided to the Contracting Officer. If you are unable to process the invoice electronically you may mail the original invoice to the following address:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
PO Box 17181  
Fort Worth, TX 76105-0181

A copy of the invoice must be provided to the Contracting Officer electronically at [nancy.lopez@gsa.gov](mailto:nancy.lopez@gsa.gov) or at the following address:

General Services Administration  
Attention: Nancy Lopez  
Real Estate Acquisition Division  
819 Taylor Street, Room 5A18  
Fort Worth, TX 76102

A proper invoice must be on the Lessor's company letterhead and include the following:

- Invoice Date
- Name of the Lessor as shown on the Lease
- Lease contract number and building address
- Description, price, and quantity of items delivered
- GSA PDN# PS0018619

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

You must not perform any alterations nor install any lump sum items not approved in writing by the Contracting Officer. This includes any additional items which are not covered by this lease and for which an award has not specifically been made. Failure to adhere to these instructions could result in lengthy delays in payment of invoices for such work.

--END OF SLA No. 1--

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

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

LESSOR: Orix JS Parc 114,LP

By:   
(Signature)

Michael J. Moran, Authorized Signatory  
(Printed Name & Title)

IN THE PRESENCE OF (witnessed by):    
(Name) (Address)

UNITED STATES OF AMERICA

BY   
(Signature)

Contracting Officer  
General Services Administration  
819 Taylor Street, Fort Worth, TX 76102  
(Official Title)