

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 21	DATE 8-19-2011 8-19-2011
	TO LEASE NO. GS-07B-16810	

ADDRESS OF PREMISES: 3000 Briarcrest Drive, Bryan, Texas 77802

THIS AGREEMENT, made and entered into this date by and between Kensington Management, LLC,
whose address is 3000 Briarcrest Drive
Suite 206
Bryan, TX 77802-3054

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto agree to supplement the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on August 10, 2011 as follows:

- 1.) Description of the Tenant Improvements to be constructed; and
- 2.) To provide a Notice to proceed; and
- 3.) To provide for the payment of the Tenant Improvements and Building Specific Amortized Capital.

All other terms and conditions are in full force and effect.
See Attached

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

B [Redacted] _____
Signature Title

J. Fred Baylis
Printed Name

V [Redacted] _____
Signature

Paula Phillips
Printed Name

UNITED [Redacted] _____
Dusty Contracting Officer
(Official Title)

Supplemental Lease Agreement #2
GS-07B-16810
3000 Briarcrest Drive
Bryan, Tx 77802

1.) The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements depicted and according to the Construction Drawing created by R.L. Payne & Associates, Inc. dated 06/20/11 and is attached as Exhibit A consisting of 22 pages. The Lessor remains responsible for the accuracy of the Construction Drawings as stated in the Solicitation For Offer under "Construction Schedule and Acceptance of Tenant Improvements, Review of Working/Construction Drawings." This Supplemental Lease Agreement does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings.

2.) Upon full execution of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with the Tenant Improvement construction. The anticipated date of completion and acceptance by the Government is within 120 calendar days of receiving the notice to proceed.

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

The total tenant improvement costs is \$783,417.00. The tenant improvement allowance in the amount of \$442,392.00 and the Building Specific Amortized Capital in the amount of \$101,965.00 shall be amortized over 120 months at an 8% interest rate. The remaining balance of the tenant improvement costs in the amount of \$341,025.00, shall be paid to the Lessor in lump sum payment in accordance with the Prompt Payment provision in the lease. The payment of the Tenant Improvement Costs and Building Specific Amortized Capital is demonstrated below:

<u>Item</u>	<u>Total Amount</u>	<u>Annual Amount</u>	<u>Monthly Amount</u>	<u>Lump Sum</u>
Tenant Improvement Allowance	\$442,392.00	\$64,409.23	\$5,367.44	
Building Specific Amortized Capital	\$101,965.00	\$14,845.40	\$1,237.12	
Excess of TI's over TI Allowance				\$341,025.00

To submit for payment of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PS0021144 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

The total tenant improvement costs includes all Lessor fees for general and administrative costs, overhead and profit and any and all costs associated with the completion of the tenant improvements and acceptance by the Government on or before 120 calendar days.

Any changes of the Construction Drawings which result in a financial adjustment of any type must be approved, in writing, by the GSA Contracting Officer.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

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

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer/Realty Specialist at the following address:

General Services Administration
ATTN: Thomas Sisson
819 Taylor Street Room 5A18
Fort Worth, TX 76102

This Supplemental Lease Agreement No. 2 consists of 24 pages.

Gov't Initials DS Lessor initials: [Signature]