

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
No. 3

DATE (GOVT only)
2.23.12

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO:
GS-07B-16862

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 290
Austin, TX 78735-8818

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 upon execution by the Government as follows. The purpose of Supplemental Lease Agreement (SLA) No. 3 is to issue Notice To Proceed on the requested change orders in accordance with Exhibit A (16 pages), attached and made part of this lease.

1. The following changes are made in accordance with the changes clause of the General Clauses of the lease, section 552.270-14(2), Works and Services:

1. Change order #05 – Adding [REDACTED]: Total cost of change is [REDACTED]
2. Change order #07 – 50% shared cost to relocate two air handlers: Total 50% cost is [REDACTED]
3. Change order #09 – Voice / Data Cabling: Total cost of change is [REDACTED]
4. Change order #10 – Miscellaneous Electrical Work: Total cost of change is [REDACTED]
5. Change order #11 – Door & Hardward Changes associated with Security: Total cost of change is [REDACTED]
6. Change order #12 – CO2 Fire Extinguisher for the LAN Room: Total cost of change is [REDACTED]
7. Change order #14 – Electrical Work for data cabling installation: Total cost of change is [REDACTED]
8. Change order #16 – Descoping items suggested by [REDACTED] Total DEDUCT cost of change is < [REDACTED]

TOTAL ADD FOR CHANGE ORDERS: \$37,785.51

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

[REDACTED] lease shall remain in full force and effect.

[REDACTED] subscribed their names as of the above date.

[REDACTED] F CREEK LTD

SECRETARY LORENZO PRESIDENT
(Printed Name and Title)

(Address)

Contracting Officer
General Services Administration
819 Taylor St, Fort Worth, TX 76102

**Sheet 2 - attached hereto and made a part of lease GS-07B-16862
Supplemental Lease Agreement No. 3**

The changes described above and in the attached Exhibit pursuant to this SLA shall be maintained by the Lessor during the term of this lease and are to remain the property of the Lessor. Lessor waives restoration of the premises for these changes.

The total cost for the above work is \$37,785.51. All changes performed under this contract shall not exceed \$37,785.51. Upon completion, inspection, and acceptance of the work by the Contracting Officer or Contracting Officer's designee, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$37,785.51 within 30 days 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 and a copy provided to the Contracting Officer's designee. 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's designee at the following address:

US General Services Administration
Attn: CONTRACTING OFFICER – ED PEREZ
300 E 8TH STREET Room: G-150
AUSTIN TX 78701-3233

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 # PS0022173

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

2. The Lessor and Government acknowledge the current total cost for the tenant improvements of \$508,754.58 includes a revised contingency fee of \$11,158.68. 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 \$508,754.58 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.
3. The Lessor hereby waives restoration as a result of all improvements.

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

Initials	
Govt	Lessor

