

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 5	TO LEASE NO. GS-07B-16862	DATE 5.11.12	PAGE 1 of 3 - plus Ex A, A-1 & B
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ADDRESS OF PREMISES
Monterey Oaks, Building B, 5508 Hwy 290 West, Austin, Texas 78735-8818

THIS AGREEMENT, made and entered into this date by and between THE COMMONS AT CLIFF CREEK LTD

whose address is 7600 BURNET ROAD
SUITE 160
AUSTIN, TX 78757-1267

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 establish the effective date of the lease and accept the space and adjust the total cost of the Tenant Improvements and lump sum payment for the space.

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. Paragraph 1 of the Lease shall be deleted and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises:

A total of 11,257 rentable square feet (RSF) of office and related space, which yields 9,788 ANSI/BOMA Office Area square feet (USF) of space and an additional 1,613 rentable square feet (yielding 1,403 ANSI/BOMA Office Area SF) of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations) in excess of the total 11,257 rentable/ 9,788 ANSI/BOMA square footage indicated above, for a total of 12,870 rentable square feet, (yielding 11,191 usable square feet) under lease, at Monterey Oaks, Building B, 5508 Hwy 290 West, Austin, Texas 78735-8818 to be used for such purposes as determined by the General Services Administration. All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space. Included in the rent at no additional cost to the Government are fifty-six (56) onsite surface parking spaces for the exclusive use of the Government. The common area factor is agreed to as 1.15 or 15.0% (11,257 RSF / 9,788 ANSI/BOMA Office Area)."

2. Paragraph 2 of the Lease shall be 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 March 14, 2012 2012, and continuing for a term through 15 years, expiring March 13, 2027, unless earlier terminated by the Government as described in Paragraph 4 of the lease."

to have hereunto subscribed their names as of the date first above written.

LESSOR

NAME OF SIGNER

BERNSTEIN STADLER

160 AUSTIN TX. 78759

IN PRESENCE OF

NAME OF SIGNER

Trish Williams

7600 Burnet Road #160 Austin TX 78759

UNITED STATES OF AMERICA

NAME OF SIGNER

Eduardo D. Perez

OFFICIAL TITLE OF SIGNER

Contracting Officer

3. Paragraph 3 of the Lease shall be deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent of \$347,904.06 (\$28,992.01 monthly) for years 1 through 10. Annual rent consists of annual Operating costs of \$69,231.00 with annual CPI adjustments, annual amortized Tenant Improvements (TI) of \$50,714.04, and annual amortized Building Specific Amortized Capital (BSAC) of \$10,361.67.

For years 11 through 15, the Government shall pay Lessor total annual rent of \$321,837.60 (\$26,819.80 monthly). The total annual rent shall consist of Operating costs of \$69,231.00 with annual CPI adjustments.

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 9TX2971. Rent for a lesser period shall be prorated. Rent shall be made payable to:

THE COMMONS AT CLIFF CREEK LTD
7600 BURNET ROAD
SUITE 160
AUSTIN, TX 78757-1267"

4. Paragraph 4 of the Lease shall be deleted in its entirety and replaced with the following:

"4. The Government may terminate this lease at any time after March 13, 2022 by giving at least ninety (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."

5. Paragraph 9 of the Lease shall be deleted in its entirety and replaced with the following:

"9. The Lessor and Government acknowledge the total final cost for the tenant improvements is \$505,634.41. The original estimate included a contingency of \$22,317.00. Upon final reconciliation, the Lessor and Government acknowledge the entire contingency of \$22,317.00 has been deducted from the total cost and has been fully utilized by its subtraction. A summary of the original tenant improvement estimate, contingency and approved change orders to date is attached as Exhibit A (1 page), plus Exhibit A-1 (13 pages) addressing additional change orders. The total tenant improvement cost of \$505,634.41 includes the deduct of the unused contingency amount. The total cost of \$333,621.00 has been amortized through the rent for ten (10) years at the rate of 9.0%. The total annual cost of Tenant Improvements for the amortization period shall be \$50,714.04. The Lessor hereby waives restoration as a result of all improvements.

To date, the Government has obligated a total of \$146,683.16 for overages in the cost of improvements. This SLA obligates an additional amount of \$25,330.25."

6. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$172,013.41, 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.qsa.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 – Ed Perez
819 Taylor Street
Room 5A18
Ft. Worth, TX 76102-0181

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 # PS0022173

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

INITIALS:


LESSOR

&


GOVT

7. Paragraph 17 of the Lease shall be deleted in its entirety and replaced with the following:

"17. In accordance with Paragraph 2.5 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.5, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion, excluding taxes, of the annual rental payments ($\frac{[REDACTED]}{12 \text{ months}} = [REDACTED]$ per month) due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue throughout the fifth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

Month 1:	\$28,992.01 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
Month 2:	\$28,992.01 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
Month 3:	\$28,992.01 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent
Month 4:	\$28,992.01 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent
Month 5:	\$28,992.01 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent

8. The tenant improvements have been substantially completed and the Government accepts the leased space on March 14, 2012 contingent upon the completion of the punch list items attached as Exhibit "B" (5 pages) on or before April 9, 2012. Additionally, the installation of the window film shall be completed on or before April 20, 2012.

All other terms of this lease shall remain unchanged.

INITIALS:  LESSOR &  GOV'T