

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 3	DATE 2.22.12
	TO LEASE NO. GS-07B-16954	

ADDRESS OF PREMISES:  
Midway Atriums  
14285 Midway Road  
Addison, TX 75001-3614

THIS AGREEMENT, made and entered into this date by and between Midway Ascent, LLC whose address is  
5944 Luther Lane, Suite 501  
Dallas, TX 75225


hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto agree to supplement the above Lease.

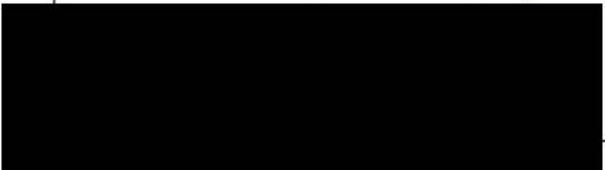
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government as follows:


- 1.) Description of the requested Change Orders; and
- 2.) To provide a Notice to proceed; and
- 3.) To revise the annual rent; and
- 4.) To provide for the payment of Change Order #1; and
- 5.) 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.

BY: Midway  \_\_\_\_\_ Manager \_\_\_\_\_ (Title)  
R. Maurice Crowe, Jr. \_\_\_\_\_ (Printed Name)

 \_\_\_\_\_ 5944 Luther Lane, Suite 501 \_\_\_\_\_ (Address)  
Kevan Dilbeck \_\_\_\_\_ (Printed Name) Dallas, TX 75225 \_\_\_\_\_ (City, State, Zip)

 \_\_\_\_\_ GENERAL SERVICES ADMINISTRATION  
819 TAYLOR ST  
WORTH, TX 76102  
CONTRACTING OFFICER \_\_\_\_\_ (Official Title)

Supplemental Lease Agreement #3  
GS-07B-16954  
Midway Atriums  
14285 Midway Road  
Addison, TX 75001-3614

1.) The Lessor shall provide all the materials, labor, and services required to provide the completion of the requested change orders according to the request for change order and supporting documentation.

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 and delivery of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with Change Order #1. The anticipated date of completion and acceptance by the Government is on or before March 12, 2012.

3.) The Government shall pay the Lessor annual rent of \$198,658.76 at the rate of \$16,554.90 per month in arrears. This includes operating costs of \$49,965.00 per year and the amortizing of the Tenant Improvement Allowance of \$118,358.27, at an interest rate of 10% over 120 months.

4.) The Government shall pay the Lessor for the total cost of Change Order #1 as follows:

The Government and the Lessor have agreed that the total cost of Change Order #1 shall be \$3,262.31. The aforementioned cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of Change Order #1 by the anticipated date of completion.

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


Tenant Improvement costs shall be amortized over the entire ten (10) year firm term at an interest rate of ten percent (10%) paid monthly in arrears. The annual cost of the amortized portion of the Tenant Improvement cost is \$18,769.36 paid monthly in arrears in the amount of \$1,564.11 and shall be part of the total monthly rental payment.

All questions pertaining to this Lease shall be referred, in writing, to the Contracting Officer of the General Services Administration (GSA) or his/her designee. The Government's occupant of the leased premises is not authorized to administer this lease or make commitments to the Lessor that are not followed-up with a written agreement to the Lease. GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other cost authorized, in writing, by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to; repairs, changes in scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. If Lessor delivers space with Tenant Improvements not authorized, in writing, by the GSA Contracting Officer, then the Lessor shall not be entitled to compensation or payment.

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent Supplemental Lease Agreement.

4.) All other terms and conditions of this lease shall remain in full force and effect.

Gov't Initials \_\_\_\_\_  
Lessor Initials \_\_\_\_\_

  
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