GENERAL SERVICES ADMINISTRATION

PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT No. 4

DATE (GOVT only)

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO: GS-07B-16561

ADDRESS OF PREMISES:

To-be-built-facility

2795 Alta Mesa Boulevard

Ft. Worth, TX

THIS AGREEMENT, made and entered into this date by and between JSM Investments, Ltd. And Timbani Properties, Ltd.

whose address is:

309 W. 7th Street, Suite 1100

Ft. Worth, TX 76102

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 January 3, 2011 as follows. The purpose of Supplemental Lease Agreement (SLA) No. 4 is to issue Notice To Proceed on the requested change orders in accordance with Exhibit A (9 pages), attached and made part of this lease.

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 005-3. Total cost of change is \$5,456.62.
- 2. Change order 005-4. Total cost of change is \$1,110.54
- 3. Change order 008. Total cost of change is \$70,083.83.
- 4. Change order 009. Total cost of change is \$44,363.16.
- 5. Change order 010. Total cost of change is \$4,101.41.
- 6. Change order 011. Total cost of change is \$15,130.22.
- 7. Change order 012. Total cost of change is \$9,008.40.
- 8. Change order 013. Total cost of change is \$2,097.66.
- 9. Change order 017. Total cost of change is \$2,682.71.

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

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. John Broude, president of general portner of JSM Investments; Ltel and agent for Timboni Properties, Ud LE: mbani Properties, Ltd. BY (Printed Name and Title) IN. 309 W 7th Street, Suite 1100 Contracting Officer General Services Administration 819 Taylor St, Fort Worth, TX 76102 (Official Title)

Sheet 2 - attached hereto and made a part of lease GS-07B-16561 Supplemental Lease Agreement No. 4

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 \$154,034.55. All changes performed under this contract shall not exceed \$154,034.55. 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 \$154,034.55 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:

Larry Brown
US General Services Administration
819 Taylor St
Room 5A-18
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 # PS0017341

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

Initials