GENERAL SERVICES ADMINISTRATION SUPPLEMENTAL AGREEMENT DATE 11-21-11 PUBLIC BUILDINGS SERVICE NO 2 SUPPLEMENTAL LEASE AGREEMENT TO LEAS E NO. GS-07B-16810 ADDRESS OF PREMISES: 3000 Briarcrest Drive Bryan, TX 77802 THIS AGREEMENT, made and entered into this date by and between Kensington Management, LLC, 3000 Briarcrest Drive whose address is 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 upon the execution of both parties, as follows: 1.) To provide for Change Orders increasing the Tenant Improvements to be constructed; and 2.) To provide for the payment of the Tenant Improvements. See Attached All other terms and conditions are in full force and effect. IN WITNESS WHEREOF, the parties subscribe their names as of the above date. BY: Agn + + Athroney BY: (Address) City, State, Zip

General Services Administration

819 Taylor St.

(Official Title)

Fort Worth, TX 76102 Contracting Officer

UNITED STATES OF AMERICA

Anne Curd VICE L. MOORE

Supplemental Lease Agreement #2 GS-07B-16810

Page 2

1. The Lessor shall provide all of the materials, labor, and services required to provide and install the tenant improvement alterations as described below, by and according to the Change Order Proposals created by Keys & Walsh Construction, 12633 State Highway 30, College Station, Tx 77845. The Change Orders consists of the following:

Change Order No.

Description

Price

Change Order No. 5 Change Order No. 6 Commercial Drywall Construction – Acoustical Ce lings

Total

\$ 7,722.35

The parties further agree that the following Proposal and Scope of Work documentation is incorporated into this lease agreement:

Change Order No. 5, from Keys & Walsh Construction, dated 9-15-11 (2 pages); Change Order No. 6, from Keys & Walsh Construction, dated 9-20-11 (6 pages).

2. The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The total tenant improvement cost is changed from \$783,417.00 (See SLA 1), to \$791,139.35. 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 \$348,747.35, shall be paid to the Lessor in a 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>	Total <u>Amount</u>	Annua Amount	Monthly Amount	Lump <u>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				\$348,747.35

To submit for payment of the lump-sum-payment, the Lessor agrees that the ir voice 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 <u>PS0021144</u> 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.

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 ten (10) pages.

Lessor Initials:

Gov't Initials Zell