

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 5	TO LEASE NO. GS-07B-16876	DATE	PAGE 1 of 3
---------------------------------------	------------------------------	------	----------------

ADDRESS OF PREMISES
12515-7 Research Blvd., Austin, TX 78759-2251

THIS AGREEMENT, made and entered into this date by and between **RP Property Owner, LP** whose address is

11766 Wilshire Blvd.
Suite 1450
Los Angeles, CA 90025-6570

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease dated April 19, 2011.

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

The purpose of this Supplemental Lease Agreement (SLA) is to incorporate into the lease Change Orders 19-37 non consecutive.

1. This serves as the official approval for change orders numbered nineteen (19) through thirty seven (37), non consecutive, in the amount not to exceed \$116,307.82. This amount shall include all materials, labor, and overhead, as described further in Lessor's change order proposals, as attached in Exhibit A, to complete the work to the Government's satisfaction.

Upon completion, inspection, and approval of the work by the Government, the Lessor shall be paid via a one-time lump sum payment not to exceed \$116,307.82. The proposals for change orders nineteen (19) through thirty seven (37), non consecutive, are hereby made a part of the lease. These change orders consist of the following:

(Continued on Page 2)

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE	NAME OF SIGNER
-----------	----------------

ADDRESS

IN PRESENCE OF

SIGNATURE	NAME OF SIGNER
-----------	----------------

ADDRESS

UNITED STATES OF AMERICA

SIGNATURE	NAME OF SIGNER
	OFFICIAL TITLE OF SIGNER

<u>Item</u>	<u>Description of Work</u>	<u>Cost</u>	
Change Order 19A r1	Cable Trays and raceways		
Change Order 19B r3	Antenna Rough and Telephone Raceway		
Change Order 19C r2	Equipment Power		
Change Order 19D r1	Grounding and wrapping		
Change Order 19E r2	PR O5 Duct Changes		
Change Order 21 r1 (Credit)	Delete Bull Nose Tile Alternate		
Change Order 22 r2	Relocate existing water line		
Change Order 24A r2			
Change Order 25 r1	FRP at Janitors closet		
Change Order 26 r1	PR No 3-New wall type 9 A		
Change Order 28A r3	Fire Alarm Devices-Ceiling Mounted		
Change Order 30A r1	Added relocated ground bars		
Change Order 31 r2	Added and relocated		
Change Order 34	Paint 5 doors		
Change Order 35	Premium time for CO 24Ar2		
Change Order 36-r1	Signage		
Change Order 37-r2 CREDIT	Deduct Instalof (3) X-09		
Total			\$116,307.82

The Government shall reimburse the Lessor via a lump sum payment not to exceed \$116,307.82 upon receipt of an original invoice. This additional lump sum payment increases the agency's total lump sum made to \$1,411,581.89. The Lessor shall not construct any tenant improvements not approved in writing by the Contracting Officer.

Invoice for payment shall be submitted directly to:

GSA Greater Southwest Finance Center electronically on the Finance Website at www.finance.gsa.gov.

Lessors who are unable to process the invoice electronically, may mail the original invoice to the following address:

General Services Administration
 FTS and PBS Payment Division (7BCP)
 P.O. Box 17181
 Fort Worth, TX 76102-0181

(Continued on Page 3)

A copy of the invoice must be provided to the Contracting Officer at the following address:

INITIALS: _____ LESSOR
 _____ GOV'T

General Services Administration
Attn: Jamie Simpson
819 Taylor Street, Room 5A18
Fort Worth, TX 76102

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 PS#: 0022655

The invoice must be submitted on company letterhead.

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

Full execution of this agreement by the Government will serve as the Lessor's Notice to Proceed.

Change orders or variances to the scope of work, without obtaining approval in writing by the Government's Contracting Officer, may be rejected by the Government.

The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions of the lease shall remain in force and effect.