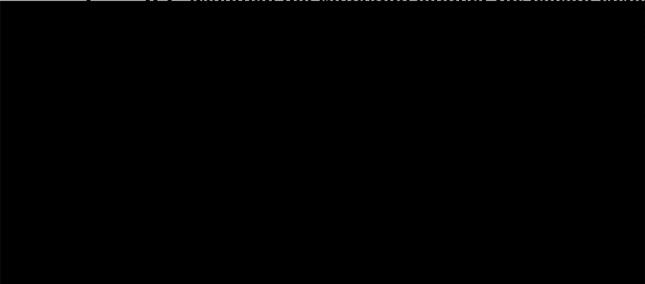
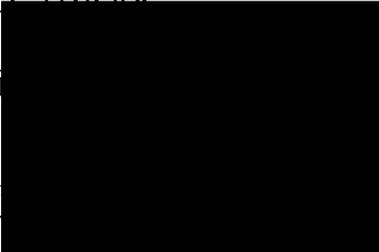


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 2	DATE <u>2/18/12</u>
ADDRESS OF PREMISES: Compass Bank Building, 10711 Burnet Road, 2 nd Floor, Austin, TX 78758-4465		TO LEASE NO. GS-07B-16863
THIS AGREEMENT, made and entered into this date by and between, Burnet & Brockton Joint Venture, LP		
whose address is 3345 Bee Cave Road #203 Austin, TX 78746		
hereinafter called the Lessor, and the UNITED STATES OF AMERICA , hereinafter called the Government:		
WHEREAS , the parties hereto agree to supplement the above Lease.		
<ol style="list-style-type: none"> 1.) To change the address of the Lessor; and 2.) accept the tenant improvements as completed; and 3.) establish the term and Commencement Date of the lease rental payments; and 4.) establish the square footages of the leased space and to establish the parking; and 5.) establish the tenant improvement cost; and 6.) remove security costs from the rent; and 7.) establish the commission and commission credit; and 8.) provide the annual rental amounts; and 9.) establish the reduction amount for vacant space; and and effect.		
in names ns of the above date.		
	<u>President, Hartman & Assoc. Inc.</u> <u>General Partner of Burnet & Brockton</u> Title <u>Joint Venture LP</u>	
<u>Douglas M. Hartman</u> Printed Name		
	<u>3345 Bee Cave Rd. # 203</u> (Address)	
	<u>Austin TX 78746</u> City, State, Zip	
UNITED STATES OF AMERICA <u>Garlett Gourd</u>	General Services Administration 819 Taylor St., Room 5A18 Fort Worth, TX 76102 <u>Contracting Officer</u> (Official Title)	

Supplemental Lease Agreement No. 2

GS-07B-16863

10711 Burnet Road, 2nd Floor
Austin, TX 78758-4465

- 1.) The Lessor's address shall change from 10711 Burnet Road, Suite 330, Austin, TX 78758-4465 to 3345 Bee Cave Road #203, Austin, TX 78746.
- 2.) The Government accepts the leased space on June 20, 2012.
- 3.) The total term of the lease agreement is ten (10) years, five (5) years firm. The commencement date of the rental shall begin on June 20, 2012 and shall expire on June 19, 2022.
- 4.) The office space square footage shall be 9,362 rentable square feet yielding 8,542 ANSIBOMA Office Area (ABOA). Included in the rent at no additional cost to the Government are seven (7) surface, reserved, and secure parking spaces for exclusive use of the Government and 37 general parking spaces for the use by Government employees and visitors. Gov't Initials
Lessor Initials
- 5.) The Government and the Lessor have agreed that the total cost of the Tenant Improvements is \$128,725.85.
- 6.) The Government and Lessor agree that Security Costs were not utilized in the build-out and therefore Paragraph 16 of the SF2 is deleted in its entirety.
- 7.) Paragraph 17 of the Lease is deleted in its entirety and replaced with the following:

17. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] percent of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit [REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO.

There is a broker commission credit balance [REDACTED]. Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease 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 as indicated in this schedule for adjusted Monthly Rent:

1st Full Month Rental Payment \$17,826.71 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Full Month's Rent.

2nd Full Month Rental Payment \$17,826.71 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Full Month's Rent.

3rd Full Month Rental Payment \$17,826.71 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Full Month's Rent.

4th Full Month Rental Payment \$17,826.71 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Full Month's Rent.

5th Full Month Rental Payment \$17,826.71 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Full Month's Rent.

- 8.) The Government shall pay the Lessor annual rent as follows:

For years 1-5, the Government shall pay the Lessor annual rent of \$213,920.50 at the rate of \$17,826.71 per month in arrears, which includes annual shell rent of \$138,463.98 and operating costs of \$45,592.94.



This amount includes the amortization of \$128,725.85 for Tenant Improvements over five (5) years at the rate of 6.00%.

For year 6, the Government shall pay the Lessor annual rent of \$205,121.42 at the rate of \$17,093.45 per month in arrears, which includes annual shell rent of \$159,528.48, and annual operating costs of \$45,592.94.

For year 7, the Government shall pay the Lessor annual rent of \$207,461.92 at the rate of \$17,288.49 per month in arrears, which includes annual shell rent of \$161,868.98, and annual operating costs of \$45,592.94.

For year 8, the Government shall pay the Lessor annual rent of \$209,802.42 at the rate of \$17,483.54 per month in arrears, which includes annual shell rent of \$164,209.48, and annual operating costs of \$45,592.94.

For year 9, the Government shall pay the Lessor annual rent of \$212,142.92 at the rate of \$17,678.58 per month in arrears, which includes annual shell rent of \$166,549.98, and annual operating costs of \$45,592.94.

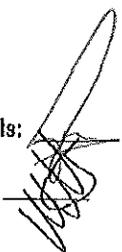
For year 10, the Government shall pay the Lessor annual rent of \$214,483.42 at the rate of \$17,873.62 per month in arrears, which includes annual shell rent of \$168,890.48, and annual operating costs of \$45,592.94.

9.) In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established at \$4.07/USF for vacant space (rental reduction).

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

Gov't Initials:

Lessor Initials:

Handwritten initials for the Government and Lessor, appearing as a stylized signature or set of initials.