GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO 1

DATE 5.13-09

TO LEASE NO.

GS-07B-16411

ADDRESS OF PREMISES

South Park Bldg. G 1821 Directors Blvd. Austin, TX 78744-1839

THIS AGREEMENT, made and entered into this date by and between FAP Austin, L.P., (Former Lessor) and HP-Southpark, LP, a Texas Limited Partnership (Lessor)

whose address is

c/o Honeck Oil Company, LP 5450 Bee Cave Road, Suite 4-A Austin. Texas 78746-5251

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called 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 May 1, 2009, as follows:

- 1. HP-Southpark, LP, hereby assumes all the incomplete obligations of Lease GS-07B-16411, as amended and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after May 1, 2009. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-16411 against Former Lessor and ratifies and confirms all actions heretofore taken by Former Lessor with respect to the contract with the same force and effect as if the actions had been taken by Lessor. Nothing contained herein shall be construed as releasing the Former Lessor from the Former Lessor's obligations under the terms of the lease, prior + May 1, 2009.
- 2. The Government agrees to accept the furnishings of the aforesaid premises in accordance with the terms, provisions and conditions of said lease, as amended, reserving, however, all the Government's rights against Lessor and Former Lessor.
- 3. HP-Southpark, LP, Lessor, waives all rights to payments under subject lease as against the Government arising prior to May 1, 2009.
- 4. FAP Austin, L.P., former Lessor, confirms the transfer and waives any claims and rights against the Government that it now has or may have in the future in connection with this lease after May 1, 2009.
- 5. The Lessor also agrees to be added to ACH Vendor Enrollment per Debt Collection Improvement Act, which became effective July 27, 1996.
- 6. Notwithstanding the foregoing, all payments heretofore made by the Government to the Former Lessor and all other actions hereto taken by the Government pursuant to its obligations under the contract shall be deemed to have discharged the Government's obligations under the contract to the extent of the amounts so paid or reimbursed or such actions taken.

(Continued on Page 2 Attached Hereto and Made part of SLA No. 1 to Lease GS-07B-16411)

INITIAL LESSOR

GSA Form 276 (Jul. 67) (Continued)

TO BE MADE PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 1 LEASE NO. GS-07B-16411 PAGE 2

- 7. HP-Southpark, LP, a Texas Limited Partnership, agrees to indemnify and then save harmless the United States of America from and against any actions, loss, claims, or damages the United States of America may suffer or sustain by reason of the United States of America making payment under the Lease to HP-Southpark, LP, a Texas Limited Partnership.
- 8. The new owner of GS-07B-16411 is required to complete the GSA Form 3518 enclosed and return it with the Supplemental Lease Agreement which will be made part of the lease.

9. PAYEE ADDRESS:

HP-Southpark, LP, a Texas Limited Partnership c/o Honeck Oil Company, LP 5450 Bee Cave Road, Suite 4-A Austin, Texas 78746-5251

All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

