

**SUPPLEMENTAL LEASE AGREEMENT
Number 2**

Lease Number:	GS-07B-16919	Date:	December 21, 2011
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Address of Premises: MetCenter, Building 5, 7600 Metropolis Drive, Austin, TX 78744-1613

THIS AGREEMENT, made and entered into this date by and between MET CENTER PARTNERS-8, LTD.

Whose address is: 1135 W 6TH ST STE 120
AUSTIN, TX 78703-5309

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government.

WHEREAS the parties hereto desire to amend the above Lease (1) to issue the Notice to Proceed with construction of Tenant Improvements, (2) to revise the Tenant Improvement Allowance and annual rent, (3) to revise the legal description of the offered building, (3) to revise the broker commission, and (4) to revise the timeframe for construction of Tenant Improvements.

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

- A. This Supplemental Lease Agreement (SLA) serves as the Lessor's Notice to Proceed with Tenant Improvements in the amount of \$6,970,489.32. The Government hereby orders the total Tenant Improvement cost.
- B. The Government shall reimburse the Lessor via lump sum payment in the amount of \$2,321,120.67, which shall be due upon receipt of an original invoice submitted after completion, inspection, and acceptance of the space by the Contracting Officer. The balance of the Tenant Improvements, in the amount of \$4,649,368.65, shall be amortized through the rent for 10 years at the rate of 7.31%. The total annual cost of Tenant Improvements for the amortization period shall be \$656,746.^{AT 43.}

Continued on next page.

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.

Lessor, MET CENTER PARTNERS-8, LTD.

PRESIDENT OF WMH ENTERPRISES, INC, GP
(Title)

(Address)

United States Of America, General Services Administration, Public Buildings Service.

Contracting Officer
(Official Title)

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To submit for reimbursement of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named on this lease, and shall include the Lease number, building address, price, and quantity of the items delivered. **The invoice shall reference the number PS 0022411** 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.

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

The 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: Jeffrey Navarro
300 East 8th St., Room G150
Austin, TX 78701-3220

C. Lease Paragraph 3 is hereby deleted in its entirety and replaced with the following:

"For years 1 – 5, the Government shall pay the Lessor annual rent of \$2,413,164.30 at the rate of \$201,097.03 per month in arrears, which includes annual shell rent of \$1,585,200.00 at the rate of \$132,100.00 per month; annual operating cost of \$160,200.00 at the rate of \$13,350.00 per month, subject to annual CPI adjustments; annual amortized tenant improvement allowance of \$656,746.41 at the rate of \$54,728.87 per month, and annual amortized security costs of \$11,017.89 at the rate of \$918.16 per month.

For years 6 – 10, the Government shall pay the Lessor annual rent of \$2,652,564.30 at the rate of \$221,047.03 per month in arrears, which includes annual shell rent of \$1,824,600.00 at the rate of \$152,050.00 per month; annual operating cost of \$160,200.00 at the rate of \$13,350.00 per month, subject to annual CPI adjustments; annual amortized tenant improvement allowance of \$656,746.41 at the rate of \$54,728.87 per month, and annual amortized security costs of \$11,017.89 at the rate of \$918.16 per month.

Rent for a lesser period shall be prorated. Rent shall be made payable to:

MET CENTER PARTNERS – 8, LTD.
1135 W. 6TH STREET, SUITE 120
AUSTIN, TX 78703-5309"

D. Lease Paragraph 7(E), "Attachment 1, Legal Description," is hereby deleted in its entirety and replaced with the following:

"Lots A and B, Block B, Amended Plat of Lot 1-A, Block "B", Resubdivision of Met Center II, Section 1 and Lots 2 and 3, Block B, Met Center II, Section 3, a subdivision in Travis County, Texas according to the map or plat thereof recorded under Document No. 200800292 of the Official Public Records of Travis County, Texas."


Initials: Lessor

 & Gov't 

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- E. Solicitation for Offers Paragraph 5.11, *Construction Schedule and Acceptance of Tenant Improvements (Sep 2009)*, Subsection "F," *Construction of Tenant Improvements*, is hereby amended to change the time frame for completing Tenant Improvements from within 120 working days of the Lessor receiving the Notice to Proceed from the Government to within 180 working days of the Lessor receiving the Notice to Proceed from the Government.
- F. The parties agree that no additional brokerage commission shall paid in connection with the increase in the Tenant Improvement Allowance.

Initials: Lessor  & Gov't 