

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 3	DATE 3/2/12				
	TO LEASE NO. GS-07B-16919					
ADDRESS OF PREMISES MetCenter, Bldg. 5 7600 Metropolis Drive Austin, Texas 78744-1613						
THIS AGREEMENT, made and entered into this date by and between MET CENTER PARTNERS-8, LTD. , a Texas limited partnership (Former Lessor) and NGP V AUSTIN TX LLC , a Delaware limited liability company (Lessor)						
whose address is 1650 Tysons Blvd, Ste. 200 McLean, VA 22102-4888						
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 January 26, 2012 , as follows:						
<ol style="list-style-type: none"> 1. NGP V AUSTIN TX LLC, a Delaware limited liability company, Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-16919 as amended and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after January 26, 2012. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-16919 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. 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. NGP V AUSTIN TX LLC, a Delaware limited liability company, Lessor, waives all rights to payments under subject lease as against the Government arising prior to January 26, 2012. 4. MET CENTER PARTNERS-8, LTD., a Texas limited partnership, 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 January 26, 2012. 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. 7. NGP V AUSTIN TX LLC, a Delaware limited liability company, Lessor, agrees to indemnify and then save harmless the United States of America from and against any actions, loss, 						
(Continued on Page 2 Attached Hereto and Made part of SLA No. 3 to Lease GS-07B-16919)						
<table border="1"> <tr> <td colspan="2">INITIAL</td> </tr> <tr> <td>GOVT</td> <td>LESSOR</td> </tr> </table>			INITIAL		GOVT	LESSOR
INITIAL						
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TO BE MADE PART OF SUPPLEMENTAL LEASE AGREEMENT NO.
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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 . NGP V AUSTIN TX LLC, a Delaware limited liability company.

8. The new owner of GS-07B-16919 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: NGP V Austin TX LLC
1650 Tysons Blvd., Suite 200
McLean, VA 22102

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.

Less

BY

Lessor's Tax ID No. _____

Dun & Brad Street Number _____

IN PR

BY:

General Partner, MET CENTER PARTNERS-8, LTD.,
Partnership

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION

(Official Title)

GSA Form 276 (Jul. 67)

Manager, NGP V Austin TX LLC
(Title)

Exec. VP, NGP V Mgmt. LLC
(Title)

Principal, WMH Enterprises, LP
(Title)
VP
(Title)