

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. <u>02</u>
	TO LEASE NO. <u>GS-07B-16951</u>
<b>ADDRESS OF PREMISES</b> 6800 Burleson Road, Austin, Texas 78744	PDN Number: PS0025035

THIS AGREEMENT, made and entered into this date by and between 2189 Bergstrom Tech whose address is: 6800 Burleson Road, Austin, Texas 78744

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

WHEREAS, the parties hereto desire to amend the above Lease to expand the square footage of the lease and provide notice to proceed on tenant improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective ~~October 30, 2012~~ November 20, 2012 as follows:

INITIALS

Gov't	Lessor
<i>[Signature]</i>	<i>[Signature]</i>


- 1.) Discontinue the use of the GSA Form 276; and
- 2.) To increase the amount of square footage leased by the Government; and
- 3.) To change the rental payment schedule; and
- 4.) To increase the percentage of occupancy; and
- 5.) To change the common area factor; and
- 6.) To provide a description of the tenant improvements to be constructed; and
- 7.) To provide a notice to proceed and provide for an anticipated date of completion; and
- 8.) To provide for payment of the tenant improvements; and
- 9.) To address the unauthorized tenant improvement stipulation; and
- 10.) To provide for additional parking; and
- 11.) All other terms and conditions shall remain in full force and effect.

See Attached.

This Lease Amendment contains 3 pages.

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 date

FOR THE LESSOR:

Signature:   
 Name: Paul K. [Redacted]  
 Title: Manager, Director for  
 Entity Name: 2189 Bergstrom Tech, LLC  
 Date: 11/21/12

\* By Delta Real Estate Capital Markets  
 Sole member of 2189 Bergstrom Tech, LLC  
 WITNESSED FOR THE LESSOR BY:

Signature:   
 Name: \_\_\_\_\_  
 Title: Director  
 Date: 11/21/12

FOR THE GOVERNMENT:

Signature:   
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 11/30/12

**1.) Discontinue GSA Form 276**

Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."

**2.) Expansion Area**

The Lessor and the Government have agreed to increase the amount of leased area by 704 Rentable Square Feet (RSF) yielding 602 ANSI/BOMA Office Area (ABOA) herein defined as the "Expansion Area." The total square footages of the leased premise shall change from 9,200 RSF and 8,000 ABOA to 9,904 RSF and 8,602 ABOA. The specific leased area the Government will acquire from the Lessor is depicted and outlined on the attached Floor plan labeled "Exhibit A", attached hereto and made a part hereof.

**3.) Rental Payment Schedule**

The new Rental amounts shall be as follows:

From the Acceptance Date of the Tenant Improvements by the Government through January 31, 2022 [expiration date of this lease] the total annual rental shall be \$195,604.00 at the rate of \$16,300.33 paid monthly in arrears. The total annual rent consists of Shell Rent of \$123,205.76 and annual Operating Costs of \$72,398.24 plus annual CPI adjustments as stated in the Lease.

**4.) Percentage of Occupancy**

The percentage of occupancy for Real Estate Tax purposes shall changed from 3.355% to 3.612 % [(9,904 RSF / 274,231 RSF) X 100] and the new Base Year for taxes shall be the taxes of 2011.

**5. Common Area Factor**

The Common Area Factor shall change from 1.15000 to 1.15136 [RSF/ABOA]

**6.) Tenant Improvements:**

The Lessor shall provide all the materials, labor, and services required to provide for the completion of the Tenant Improvements as depicted and according to the Scope of Work in Exhibit A attached.

The Lessor remains responsible for the accuracy of the Construction Drawings when compared to the Government approved Scope of Work (Exhibit A).

**7.) Notice to Proceed and Completion Date:**

Upon full execution and delivery of this Lease Amendment (LA) the Lessor can consider this as a Notice to Proceed with the construction of the tenant improvements. The anticipated date of the completion of the Tenant Improvements and acceptance by the Government is on or before January 4, 2013.

INITIALS:

  
LESSOR

&

  
GOVT



**8.) Payment for the Tenant Improvements:**

The Government and the Lessor have agreed that the total cost of the Tenant Improvements for the Expansion Area is \$44,450.93 and shall be paid by a lump-sum payment from the Government upon the substantial completion and acceptance by the Government of the tenant improvements. The total Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, all design fees, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

To submit for payment of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PS0025035 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

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: Patrick Staley  
819 Taylor Street, Room 5A18  
Ft. Worth, Texas 76102-6124

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent SLA.

**9.) Unauthorized Tenant Improvements:**

All questions pertaining to this Lease shall be referred, in writing, to the Contracting Officer of the General Services Administration (GSA) or his/her designee. The Government's occupant of the leased premise is not authorized to administer this lease or make commitments to the Lessor that are not followed-up with a written agreement to the Lease. GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other cost authorized, in writing, by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to; repairs, changes in scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. If Lessor delivers space with Tenant Improvements not authorized, in writing, by the GSA Contracting Officer, then the Lessor shall not be entitled to compensation or payment if the Tenant Improvements remain in place after the Government's acceptance of the space.

**10.) Parking Spaces**

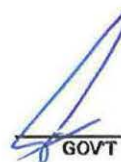
The number of parking spaces shall change from 33 to 41.

11.) All other terms and conditions shall remain in full force and effect.

INITIALS:

  
LESSOR

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GOVT