

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 6	TO LEASE NO. GS-07B-16993 (LTX16993)	DATE 8/16/12	PAGE 1 of 2 plus Exhibit A
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ADDRESS OF PREMISES
Cedar Bend Professional Center, at 12309 N. Mopac Expressway, Austin, TX 78758-2403

THIS AGREEMENT, made and entered into this date by and between 12301 N. Mopac, LTD whose address is 4330 Gaines Ranch Loop, Ste. 100 AUSTIN, TX 78735-6734

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 establish the effective date of the lease and accept the space.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, August 1, 2012, as follows:

1. Paragraph 2 of the Lease shall be deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **August 1, 2012**, and continuing for a term of 10 years firm, expiring **July 31, 2022**."

2. Paragraph 3 of the Lease shall be deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor a total annual rent of **\$1,497,136.31**, paid monthly in arrears for Years 1 – 10. This includes an annual operating rent of **\$192,974.00**, and annual tenant improvements of **\$162,357.60**

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

12301 N. Mopac, LTD
4330 Gaines Ranch Loop, Ste. 100
Austin, TX 78735-6734"

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
[Redacted]	NAME OF SIGNER <i>Steven A Youngma</i>
<i>4330 Gaines Ranch Loop, Suite 100 Austin TX 78735</i>	
IN PRESENCE OF	
[Redacted]	NAME OF SIGNER <i>Tiffany Messick</i>
<i>Loop suite 100 Austin, TX 78735</i>	
UNITED STATES OF AMERICA	
[Redacted]	NAME OF SIGNER <i>Kristine Deltorto</i>
[Redacted]	SPECIAL TITLE OF SIGNER <i>Leasing Contracting Officer</i>
MORGAN MESSICK Public, State of Texas Commission Expires August 29, 2015	
GSA FORM 276 (REV. 8/2006)	

3. Paragraph 10 of the Lease shall be deleted in its entirety and replaced with the following:

"10. In accordance with Paragraph 2.6 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.6, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of full rental payments and continue until the credit has been fully recaptured.

4. The Condition Survey Report and Punchlist dated July 31, 2012 shall be attached as "Exhibit A". Lessor shall complete all punchlist items no later than August 31, 2012.

All other terms and conditions remain in full force and effect.

INITIALS:


LESSOR & 
GOV'T