

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 5

DATE 2/8/11

TO LEASE NO.
GS-07B-16561

ADDRESS OF PREMISES 2795 Alta Mesa Boulevard
Ft. Worth, TX 76561

This agreement, made and entered into this date by and between JSM Investments, Ltd. And Timbani Properties, Ltd.

whose address is: 309 W. 7th Street, Suite 1100
Ft. Worth, Texas 76102

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, January 20, 2011, as follows:

1. Paragraph 1 of the Lease shall be deleted and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises:

"A total of 15,843 rentable (14,576 occupiable) square feet of fully serviced office space constructed on 1.654 acres located at 2795 Alta Mesa Boulevard, Ft. Worth, Tarrant County, Texas, and seventy-seven (77) on site parking spaces to be used for such general office purposes as determined by the General Services Administration. The common area factor is agreed to as 1.086924 or 8.6924%."

2. 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 January 20, 2011, and continuing for a term through 15 years, expiring January 19, 2026, unless earlier terminated by the Government as described in Paragraph 4 of the lease."

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.

Timbani Properties, Ltd. *president of general partner of JSM Investments, Ltd and agent for Timbani Properties Ltd*
(Title)

*309 W. 7th St. Suite 1100
Fort Worth, Tx 76102*
(Address)

IN PR

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MARY L. HEWSON
CONTRACTING OFFICER

CONTRACTING OFFICER
GENERAL SERVICES ADMINISTRATION
819 Taylor Street, Room 5A18
Ft. Worth, Texas 76102
(Official Title)

(Signature)

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

"3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

TERM	MONTHLY RENT	ANNUAL RENT
Months 1 -120	\$49,562.19	\$594,746.28
Months 121 - 180	\$45,205.36	\$542,464.32

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 6TX0334. Rent for a lesser period shall be prorated. Rent shall be made payable to:

JSM Investments Ltd,
 309 W. 7th Street, Suite 1100
 Ft. Worth, TX 76102"

4. Paragraph 15. (a) of the Lease shall be deleted in its entirety and replaced with the following:

"15. (a) The lease is subject to operating cost escalation. For operating cost adjustment, the operating costs are established at \$7.27 per rentable square foot. The base cost of services is established at \$115,178.61 based on \$7.27 for 15,843 rentable square feet."

5. Paragraph 24 of the Lease shall be deleted in its entirety and the following substituted therefore:

"24. In accordance with Paragraph 1.13 (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 4.0% of the firm term value of this lease ("Commission"). The total amount of the Commission is \$24,000.00. The 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 1.13 only \$12,000.00, which is 50.0% of the Commission, will be payable to Studley when the Lease is awarded. The remaining \$12,000.00, which is 50.0% 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. Notwithstanding Paragraph 3 of the Standard Form 2, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit.

The shell portion of the monthly rental payment (\$27,949.69 per month) shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments as indicated in this schedule for adjusted Monthly Rent:


First Full Month's Shell is \$27,949.69 minus the Commission Credit of \$24,000.00. First Full Month's adjusted Gross Monthly Rental Payment is \$29,638.04 (\$49,562.19 - \$24,000.00).

Second Full Month's Shell is \$27,949.69 minus the Commission Credit of \$24,000.00. Second Full Month's adjusted Gross Monthly Rental Payment is \$29,638.04 (\$49,562.19 - \$24,000.00).

Third Full Month's Shell is \$27,949.69 minus the Commission Credit of \$24,000.00. Third Full Month's adjusted Gross Monthly Rental Payment is \$29,638.04 (\$49,562.19 - \$24,000.00).

Fourth Full Month's Shell is \$27,949.69 minus the Commission Credit of \$24,000.00. Fourth Full Month's adjusted Gross Monthly Rental Payment is \$29,638.04 (\$49,562.19 - \$24,000.00).

Fifth Full Month's Shell is \$27,949.69 minus the Commission Credit of \$24,000.00. Fifth Full Month's adjusted Gross Monthly Rental Payment is \$29,638.04 (\$49,562.19 - \$24,000.00).

 LESSOR
