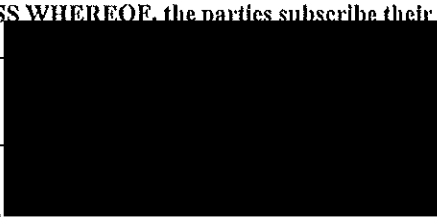

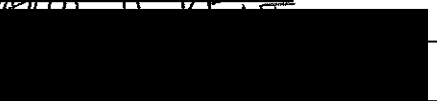
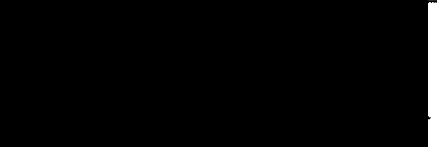
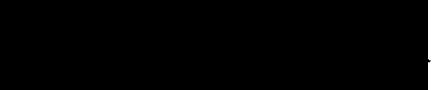


<p>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p><b>SUPPLEMENTAL LEASE AGREEMENT</b></p>	<p>SUPPLEMENTAL AGREEMENT NO 5</p>	<p>DATE <u>7/24/12</u></p>
<p>ADDRESS OF PREMISES: MetCenter, Building 5, 7600 Metropolis Drive, Austin, TX 78744-1613</p>		<p>TO LEASE NO. <b>GS-07B-16919</b></p>
<p>THIS AGREEMENT, made and entered into this date by and between NGP V Austin TX LLC whose address is 1650 Tysons Blvd., Suite 200, McLean, VA 22102</p>		
<p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p>		
<p>WHEREAS, the parties hereto agree to supplement the above Lease.</p>		
<ol style="list-style-type: none"> <li>1.) To split the Tenant Improvement Cost of the Cantina between Lease GS-07B-16919 and Lease GS-07B-16509.</li> <li>2.) To provide for a Notice to Proceed for Change Orders 10, 11 and 12 and delete Change Order 9.</li> <li>3.) To modify the parking requirements.</li> <li>4.) To change the total cost of the Tenant Improvements and provide for lump sum payment amount.</li> <li>5.) To provide for the payment of the total Tenant Improvement Cost.</li> <li>6.) To accept the Tenant Improvements as completed.</li> <li>7.) To establish the Commencement Date of the lease rental payments;</li> <li>8.) To establish the annual rent throughout the term of the Lease; and</li> <li>9.) All other terms and conditions are in full force and effect.</li> </ol>		
<p style="text-align: center;">See Attached</p>		
<p>IN WITNESS WHEREOF, the parties subscribe their names as of the above date.</p>		
<p>BY: NGP V</p>		<p style="text-align: center;"><u>MANAGER</u> Title</p>
<p>Signature</p>	<p><u>AL INDICELLO</u></p>	<p>Printed Name</p>
<p>Witness</p>		<p><u>1650 TYSONS BLVD SUITE 200</u> (Address)</p>
<p>Signature</p>		<p><u>MCLEAN VA 22102</u> City, State, Zip</p>
<p>Printed Name</p>		<p>General Services Administration 819 Taylor St., Room 5A18 Fort Worth, TX 76102 <u>Contracting Officer</u> (Official Title)</p>
<p>UNITED STATES OF AMERICA</p>		<p>Garhett</p>

*AA*

Supplemental Lease Agreement No. 5

GS-07B-16919

MetCenter, Building 5  
7600 Metropolis Drive  
Austin, TX 78744-1613

- 1) The Government and the Lessor agree that the Tenant Improvement cost to build out the area known as the "Cantina", and more particularly depicted in the attached Exhibit B, shall be split 85% to Lease GS-07B-16509 and 15% to this current Lease, No. GS-07B-16919 based on the actual square footage of the Cantina of 5,856 ANSI/BOMA Office Area (ABOA) square feet under Lease GS-07B-16509 and 1,033 ABOA square feet under Lease GS-07B-16919. The total Tenant Improvement cost of the Cantina equals \$245,689.17. The 85% portion attributable to Lease GS-07B-16509 equals \$208,835.79. The 15% portion attributable to this current Lease, No. GS-07B-16919, equals \$36,853.38. The Government and the Lessor agree that the Tenant Improvement cost to build out the area known as the "Lobby", and more particularly depicted in the attached Exhibit C, shall be paid under Lease GS-07B-16509, which equals \$280,401.00.

The total cost of the Tenant Improvements shall be reduced by the 85% share of the Cantina cost and the cost of the Lobby attributed to Lease No. GS-07B-16509. As a result, the total Tenant Improvement cost is hereby reduced by \$489,236.79 [\$208,835.79 for the Cantina and \$280,401.00 for the Lobby] from \$6,926,412.32 to \$6,437,175.53. Upon completion, inspection, and acceptance of the Cantina and Lobby work by the General Services Administration, the 85% share of the Cantina cost and the full Lobby cost attributed to Lease GS-07B-16509 shall be memorialized by Supplemental Lease Agreement (SLA) 6 to Lease GS-07B-16509.

- 2) Upon this SLA 5 to Lease GS-07B-16919 being fully executed and delivered, the Lessor shall consider this a Notice to Proceed with the Alterations required in Change Orders 10, 11 and 12 as they relate to the Tenant Improvement Scope of Work, all of which are depicted in the attached Exhibit A. Change Orders 10, 11, and 12 result in an overall cost increase of \$55,870.00. Change Order 9 is acknowledged to be deleted. Following is a breakdown of the change orders:

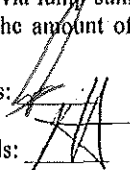
<u>Change Order</u>	<u>Cost</u>
10	\$15,057.00
11	\$32,230.00
12	\$ 8,583.00
<b>Total</b>	<b>\$55,870.00</b>

- 3) Paragraph 1 of the Lease is deleted in its entirety and replaced with the following:

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

A total of 60,000 rentable square feet (RSF) of office and related space, which yields 52,173 ANSI/BOMA Office Area square feet (USF) of space at MetCenter, Building 5, 7600 Metropolis Drive, Austin, TX 78744-1613 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 575 surface parking spaces of which 39 are handicapped accessible for exclusive use of Government employees and patrons.

- 4) As a result of Change Orders 10, 11, and 12, the Government and the Lessor agree that the total cost of the Tenant Improvements shall increase by \$55,870.00 from \$6,437,175.53 to \$6,493,045.53. The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements covered by Change Orders 10, 11, and 12, by the anticipated date of completion. The Government shall reimburse the Lessor via lump sum payment in the amount of \$1,843,676.88. The balance of the Tenant Improvements, in the amount of

Gov't Initials: 

Lessor Initials: 

Supplemental Lease Agreement No. 5

GS-07B-16919

MetCenter, Building 5  
7600 Metropolis Drive  
Austin, TX 78744-1613

\$4,649,368.65, shall be amortized through the rent for 10 years at the rate of 7.31%. The total annual cost of the Tenant Improvements for the amortization period shall be \$656,746.43.

- 5) To submit for reimbursement of the lump-sum-payment, the Lessor agrees to provide to the Government an invoice printed on the same letterhead as the named on this lease, which shall include the Lease number, building address, and the price and quantity of the items delivered. The invoice shall reference the number PS0022411 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 center 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 Leasing Specialist at the following address:

General Services Administration  
ATTN: Michael Sianan  
819 Taylor Street, Room 5A18  
Fort Worth, TX 76102  
Direct 817-978-1504

- 6) The Government accepts the leased space on May 24, 2012.
- 7) The rent shall commence on May 24, 2012 and shall expire on May 23, 2022.
- 8) For years 1 – 5, the Government shall pay the Lessor annual rent of \$2,413,164.32 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 \$656,746.43 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 \$2,652,564.32 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 \$656,746.43 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.
- 9) All other terms and conditions of the lease shall remain in full force and effect.

Gov't Initials: 

Lessor Initials: 