

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
NO. 1

DATE
10/4/11

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.
GS-07B-16993

ADDRESS OF PREMISES 12309 N. Mopac Expressway
Austin, Texas 78758-2403

THIS AGREEMENT, made and entered into this date by and between ROOKER PROPERTIES, LLC, (Former Lessor), and 12301 N MOPAC, LTD (Lessor)

whose address is 4330 GAINES RANCH LOOP, STE 100
AUSTIN, TEXAS 78735-6734

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 August 31, 2011, as follows:

1. 12301 N. Mopac, LTD, Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-16993 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after August 31, 2011. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-16993 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 furnishing 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. 12301 N. Mopac, LTD, Lessor, waives all rights to payments under subject lease as against the Government arising prior to August 31, 2011.
4. Rooker Properties, LLC, 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 August 31, 2011.
5. 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.
6. 12301 N. Mopac, LTD, (Lessor) agrees to indemnify and then save harmless the United States of America from and against any actions, loss, claims, 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 12301 N. Mopac, LTD.
7. The new owner of GS-07B-16993 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.
8. PAYEE ADDRESS:
12301 N Mopac, LTD
4330 Gaines Ranch Loop, Ste 100
Austin, Texas 78735-6734

All other terms and conditions of the lease shall remain in force and effect.

(Continued on Page 2 attached hereto and made a part of SLA No. 1 to Lease GS-07B-16993)

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Supplement Lease Agreement No. 1 attached to and made a part of Lease GS-07B-16993.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

12301 N. MODAC LTD

[Redacted Signature]

Signature

Gregory D. Yankman

(Title)

*CFO of Live Oak-Gottesman, LLC
its sole general partner*

IN

BY

[Redacted Signature]

Lease Administrator

(e)

BOOKER PROPERTIES, LLC

[Redacted Signature]

Signature

(Title)

Pres

[Redacted Signature]

(e)

[Redacted Signature]

Contracting Officer
General Services Administration
819 Taylor Street
Fort Worth, TX 76102-6105