

## FIRST AMENDMENT TO LEASE

THIS First Amendment to Lease (this "**Amendment**") is entered into effective as of October 31, 2009, between DBSI BP WILLIAMSBURG LLLP, a Texas limited liability limited partnership ("**Landlord**"), successor-in-interest to Las Lomas Apartment Joint Venture, L.P., and Williamson County, a Texas body politic ("**Tenant**").

### RECITALS:

A. A predecessor-in-interest of Landlord and Tenant entered into a certain Williamsburg Village Shopping Center Lease (the "**Lease Agreement**") dated September 20, 2005 (the Lease Agreement and this Amendment are hereinafter collectively referred to as the "**Lease**") for premises identified in the Lease Agreement as Suite 19, comprising 1,200 square feet of area, which is now known as Suite 153 (the "**Demised Premises**");

B. The Lease Term is scheduled to expired by its terms on October 31, 2009; and,

C. Landlord and Tenant now desire to amend the Lease subject to the terms and conditions of this Amendment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and provided that there is no uncured Event of Default under the Lease, the parties hereto agree, and the Lease is amended as follows:

### AGREEMENTS:

1. **Definitions.** All terms not otherwise defined herein shall have the meanings given them in the Lease Agreement.

2. **Extension.** Commencing on November 1, 2009 (the "**Renewal Effective Date**") the Lease Term is extend for a period of thirty-eight (38) months to expire December 31, 2012 (the "**Renewal Term**"), upon the same terms and conditions as provided in the Lease Agreement except as amended herein. There are no options to renew or extend.

3. **Minimum Monthly Guaranteed Rental.** In addition to Tenant's obligation to pay Common Area Maintenance, Insurance and Tax charges pursuant to the Lease Agreement, commencing on the Renewal Effective Date, Tenant shall pay Minimum Monthly Guaranteed Rental in the following amounts:

| Renewal Term      | Minimum Guaranteed Rental /Month | Minimum Guaranteed Rental/Year |
|-------------------|----------------------------------|--------------------------------|
| 11/01/09-12/31/09 | \$0.00                           | \$0.00                         |
| 01/01/10-12/31/11 | \$1,250.00                       | \$15,000.00                    |
| 01/01/12-12/31/12 | \$1,320.00                       | \$15,840.00                    |

4. **Modifications.**

- a. Article I, 1.1(b) of the Lease Agreement is hereby amended to provide Landlord's address as:

DBSI BP WILLIAMSBURG LLLP  
c/o Bourn Advisory Services, LLC  
3915 E. Broadway Blvd., Fourth Floor  
Tuscon, Arizona 85711

- b. Article I, 1.1(d) of the Lease Agreement is hereby amended to provide Tenant's mailing address as:

Williamson County  
3010 Williams Drive, Suite 153  
Georgetown, Texas 78628

- c. Article X of the Lease Agreement is hereby deleted, and the following is inserted in its place:

10.1 **Signs:** Tenant shall not, without Landlord's prior written consent: (a) make any changes to or paint the store front; (b) install any exterior lighting, decorations or paintings; or (c) erect or install any signs, window or door lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the Demised Premises, excepting only dignified displays of customary type for its display windows. All signs, decorations and advertising media shall conform in all respects to the sign criteria established by Landlord for the Shopping Center from time to time in the exercise of its sole discretion (including temporary signage criteria), and shall be subject to the prior written approval of Landlord as to construction, method of attachment, size, shape, height, lighting, color and general appearance. All signs shall be kept in good condition and in proper operating order at all times. Landlord reserves the right to designate a uniform type of sign for the Shopping Center to be installed and paid for by Tenant.

10.2 **Installation and Removal of Signs:** Tenant, upon vacation of the Demised Premises, or the removal or alteration of its sign for any reason, shall be responsible for the repair, painting, and/or replacement of the building fascia surface where signs are attached.

- c. Article XXVIII of the Lease Agreement is amended by adding the following:

28.17 **Waiver of Property Tax Appeals:** For all property tax purposes relevant to this Lease, including tax valuations of the Building, the Shopping Center, and the Demised Premises, Tenant waives all rights to protest or appeal the appraised value of any part thereof, and all rights to receive notices of reappraisal as set forth in Sections 41.413 and 42.015 of the Texas Tax Code.

28.18 **Consumer Rights:** Landlord and Tenant each acknowledge, on its own behalf and on behalf of its successors and assigns, that the Texas Deceptive Trade Practices Consumer Protection Act, subchapter E of Chapter 17 of the Texas Business and Commerce Code (DPTA), as amended, is not applicable to this Lease. Accordingly, the rights and remedies of Landlord and Tenant with respect to all acts or practices of the other, past, present, or future, in connection with this Lease shall be governed by legal principles other than the DPTA. Landlord and Tenant each hereby waive its rights under the DPTA, a law that gives consumers special rights and protections. After consultation with an attorney of its own selection, Landlord and Tenant respectively, voluntarily consent to this waiver.

**28.19 Americans With Disabilities Act:** Any other provision of this Lease notwithstanding, the parties hereby agree that the Demised Premises may be subject to the terms and conditions of the Americans With Disabilities Act of 1990 and analogous state and local statutes (collectively, the "ADA"). The parties further agree and acknowledge that it shall be the sole responsibility of the Tenant to comply with any and all provisions of the ADA as such compliance may be required to operate the Demised Premises. Tenant waives all claims against Landlord and its agents arising out of Tenant's failure to comply with the ADA. To the extent allowed by the Constitution and laws of the State of Texas, Tenant further agrees to indemnify and hold the Landlord harmless against any claims which may arise out of Tenant's failure to comply with the ADA. Such indemnification, if any, shall include, but not necessarily be limited to reasonable attorneys' fees, court costs and judgments as a result of said claim to the extent allowed by the Constitution and laws of the State of Texas.

**28.20 Non-Appropriation and Fiscal Funding.** The obligations of the parties under this Lease do not constitute a general obligation or indebtedness of either party for which such party is obligated to levy, pledge, or collect any form of taxation. Tenant's budget year commences on October 1 and ends on September 30 ("**Tenant's Budget Year**"). Notwithstanding any provision of this Lease to the contrary, in the event funds are not made available by adoption of Tenant's budget in the future for continuation of this Lease beyond Tenant's Budget Year 2010 (the "**Failure to Appropriate**"), then Tenant shall have the right to terminate the Lease upon: (i) written notice to Landlord within fifteen (15) days following the adoption of the Tenant's budget in which the Failure to Appropriate occurs, and (ii) contemporaneous delivery of a termination fee to Landlord equal to the sum of one month's Minimum Guaranteed Rental (based on the rate effective as of the Termination Date) (collectively, the "**Termination Fee**"), time being of the essence. Such termination shall be effective as of the date upon which funds are no longer available (the "**Termination Date**"), which date shall be specified in Tenant's notice to Landlord. Tenant shall surrender the Demised Premises on the Termination Date in the condition required under this Lease, and the parties shall have no further obligations to each other, except for rent accrued but unpaid, and obligations which, by their nature, survive termination.

d. Article XXX of the Lease Agreement is hereby amended by deleting Paragraph 30.01 in its entirety and replacing it by the following:

**30.01 HVAC Equipment:** Tenant shall be responsible for the routine preventative maintenance of the existing heating, ventilation and air conditioning equipment ("HVAC Equipment"). The cost for the replacement of the said HVAC Equipment shall be shared: fifty percent (50%) to Landlord and fifty percent (50%) to Tenant. In the event the HVAC Equipment is replaced during the Term of this Lease, any subsequent replacements shall be at the sole expense of Tenant.

5. **Deletions.** Article XXVII (Options), Addendum A (Description of Landlord's Work) and Addendum B (Description of Tenant's Work) of the Lease Agreement are deleted in their entirety.

6. **Demised Premises.** Tenant accepts the Demised Premises in its present, "AS IS" condition as of the date of this Amendment. There are no implied warranties of habitability, merchantability, fitness for a particular purpose or of any other kind with respect to the Demised Premises. Landlord has no responsibility to make any alterations or improvements to the Demised Premises, and Tenant hereby acknowledges and agrees that all sums due under the Lease with respect to the Demised Premises have been paid to Tenant by Landlord, no further sums are or shall become due and owing to Tenant thereunder in respect to the Demised Premises.

7. **Full Force and Effect.** Tenant acknowledges that: (i) it is in possession of the Demised Premises; (ii) the Lease, as modified herein, is in full force and effect; (iii) to the best of Tenant's knowledge, there are not any uncured defaults on the part of Landlord under the Lease; and (iv) to the best of Tenant's knowledge, there are no set-offs or defenses against the enforcement of any right or remedy of Landlord. Moreover, Tenant has no claim of setoff, deduction or defense against the payment of sums payable under the Lease.

8. **Broker.** Tenant represents and warrants that it has not dealt with any broker other than Angel Benschneider in connection with the negotiation or execution of this Amendment, and, to the extent allowed by the Constitution and laws of the State of Texas, Tenant agrees to indemnify and hold Landlord harmless from all liability arising from any claim by any broker other than Angel Benschneider claiming under Tenant including, without limitation, the cost of reasonable counsel fees in connection therewith.

9. **Authority.** Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Lease; and the Lease and this Amendment are the valid, binding and enforceable obligations of such party.

10. **Anti-Terrorism Statute Compliance.** Tenant hereby represents and warrants to Landlord that Tenant is not: (a) in violation of any Anti-Terrorism Law; (b) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving or any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (c) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224; (d) engaging in or conspiring to engage in any transaction that evades or avoids, or had the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (e) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person. As used herein, "Antiterrorism Law" is defined as any law relating to terrorism, anti-terrorism, money laundering or anti-money laundering activities, including Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism" "Prohibited Person" is defined as (i) a person or entity that is listed in the Annex to Executive Order 13224; (ii) a person or entity with whom Tenant or Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti Terrorism Law, or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office Of Foreign Assets Control as its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56).

[Signatures follow]

EXECUTED as of the date first written above.

**LANDLORD:**

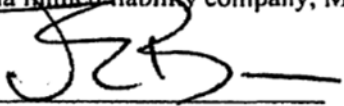
DBSI BP Williamsburg, LL.P,  
a Texas limited liability limited partnership

By: HB Williamsburg Manager, LLC, an Arizona  
limited liability company, General Partner

By: DEB Williamsburg Manager, LLC,  
an Arizona limited liability company, Manager

By: Bourn Investments, L.L.C.,  
an Arizona limited liability company, Member


By: Bourn Companies, LLC,  
an Arizona limited liability company, Member

By:   
Don E. Bourn, Manager

EXECUTED as of the date first written above.

**TENANT:**

Williamson County,  
a Texas body politic

By:   
Name: DAN A. GARRET  
Its: County Judge

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