

SECOND AMENDMENT OF LEASE

This Second Amendment of Lease ("Second Amendment") is made and entered into as of this _____ day of _____, 2007, by and between the City of Austin ("Lessee") and Cherry Creek Plaza LTD. Partnership, ("Lessor") for the purposes and considerations hereinafter described:

WITNESSETH:

WHEREAS, Lessee and Lessor entered into that certain Lease dated August 19, 1997 (the "Lease"); and the First Amendment of Lease was dated September 11, 2002; and

WHEREAS, Lessee and Lessor desire to make certain amendments to the Lease; and

NOW THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Lease as follows:

1. The Term of the Lease shall be extended for a period of sixty (60) months, from October 1, 2007 to September 30, 2012, (the "Extended term").

2. The rental rate for the Extended term shall be as follows:

Year 1 - \$15.20 per square foot annually, or \$4,794.33 per month

Year 2 - \$15.66 per square foot annually, or \$4,938.16 per month

Year 3 - \$16.13 per square foot annually, or \$5,086.31 per month

Year 4 - \$16.61 per square foot annually, or \$5,238.90 per month

Year 5 - \$17.11 per square foot annually, or \$5,396.06 per month

3. All other terms and conditions of the Lease by and between the Lessee and Lessor shall remain as provided thereunder except to the extent modified by the First Amendment of Lease or as modified herein.

The undersigned have the authority to enter into this Second Amendment of Lease without the joinder of any other party, and that any and all requisite consents have been obtained prior to its execution.

EXECUTED in multiple counterparts, each of which shall have the force and effect of an original, on the date and year first set forth above.

LESSOR:
Cherry Creek Plaza LTD. Partnership, a
Texas Limited Partnership

LESSEE:
City of Austin

West Lynn Investments, Inc.
Its: General partner

By: Doug Hodge
Doug Hodge
Its: President

By: _____
Lauraine Rizer, Manager
Real Estate Services Division

APPROVED AS TO FORM:

Assistant City Attorney

Resolution of Corporate Authority as General Partner

I, Doug Hodge, the undersigned **Secretary** of West Lynn Investments the "Corporation", hereby certify that:

Corporation is duly organized and existing under the laws of the State of Texas. The following is a true and accurate transcript of a Resolution adopted at the January 15, 2007 Board meeting. The Corporation's Board of Directors adopted the Resolution, which is contained in Corporation's minute book, at a duly authorized board meeting. A quorum of Corporation's Board of Directors was present at the entire board meeting and all actions taken at the meeting complied with Corporation's charter and by-laws. The Resolution has not been amended or revoked on the date signed below, and remains in full force and effect.

Resolved, that Doug Hodge President of West Lynn Investments, is empowered to sign any and all documents on behalf of said Corporation, acting in its capacity as General Partner of Cherry Creek Plaza, Ltd. of Partnership}, a Texas Limited Partnership, as in his or her judgment may be necessary or appropriate, related to entering into Lease Agreements with the City.

Signed and sealed on July 23, 2007.
{Seal}

Doug Hodge
Secretary

STATE OF TEXAS §
COUNTY OF TRAVIS §

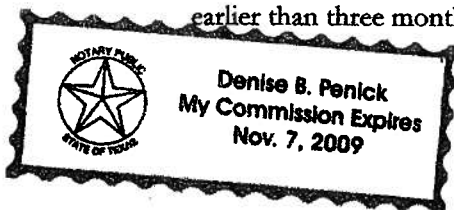
Before me, DENISE PENICK (name) the undersigned Notary Public of the State of Texas, on this day personally appeared DOUG HODGE, [choose one] (known to me or proved to me through _____ (TDL#)), to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23 day of July, A.D. 2007.

[SEAL]

Denise B. Penick
Notary Public, State of Texas

Note: Resolution of Corporate Authority authorizing the **President** or a **Vice President** to sign all corporate documents must be signed, attested, and dated by the corporate **Secretary** no earlier than three months before Lease execution date.



Date Approved _____
By Council _____

Item Number _____