

Exhibit "A"

SECOND AMENDMENT TO 5200 MCKINNEY FALLS PARKWAY ANNEXATION AND DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOWN BY ALL THESE PRESENTS:

THIS SECOND AMENDMENT TO THE 5200 MCKINNEY FALLS PARKWAY ANNEXATION AND DEVELOPMENT AGREEMENT ("Amendment") is entered into between the City of Austin, Texas, a home rule municipality (the "City"), acting by and through its City Manager; and **PAP REALTY PARTNERSHIP**, a Texas General Partnership, **WP & AP, Ltd.**, a Texas Limited Partnership (a/k/a **THE WP & AP, Ltd.**), **MVE VENTURE, Ltd.**, A Texas Limited Partnership (f/k/a **MVE Venture**, a Texas general partnership and converted to a limited partnership on July 27, 2004), including without limitation its successors, assigns, agents, and affiliated entities ("**PAP Realty**"), and the undersigned individuals and entities as the owners of the Property, including, without limitation their respective successors, assigns, and agents, and affiliated entities (collectively, **PAP Realty** and the undersigned individuals and entities will be known as ("Owners")). By the signatures of their respective authorized representatives below, **PAP Realty** warrants and represents that there are no other owners of any portion of the Property and no other third parties holding an interest therein.

RECITALS

NOW, THEREFORE, for and in consideration of the mutual agreement of the parties contained in the Annexation and Development Agreement and this Amendment, and other good and valuable consideration, the City and the Owners agree as follows, and all other terms and conditions remain as stated in the Annexation and Development Agreement:

AMENDMENTS TO ANNEXATION AND DEVELOPMENT AGREEMENT

1. Section 4.01(C) (*Annexation*) is amended to read as follows:

(C) Owners and City agree that the City shall have the option, but not the obligation, to annex for full purposes Tract 1, pursuant to the terms of this Agreement. If the Property is annexed pursuant to the terms of this Agreement, then the City shall provide services to the Property pursuant to Chapter 43 of the Texas Local Government Code. Property voluntarily annexed pursuant to this Agreement may require infrastructure improvements to facilitate development, including but not limited to, streets and roads, street and road drainage, land drainage, and water, wastewater, and other utility systems. Owners hereby acknowledge the provision of infrastructure improvements necessitated by proposed future development, as listed in Article 4 shall be the sole responsibility of the Owners.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the authorized representative of each party has signed this Amendment as of the date(s) indicated below.

CITY OF AUSTIN, TEXAS:

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____

Name:_____

Title:_____

Date:_____

OWNER:

**PAP REALTY PARTNERSHIP,
a Texas general partnership**

By: _____

Date: _____

**WP & AP, LTD.,
a Texas limited partnership**

By: _____

Date: _____

**MVE Venture, Ltd.,
a Texas limited partnership**

**By: MVE Venture GP, LLC,
its general partner**

By: _____

Date: _____