ATTACHMENT C

MANAGEMNENT AGREEMENT

THIS AGREEMENT, made as of the 1st day of January, 1997 between Robertson Stephens and Company, Inc. (hereinafter called "Owner"), and Lincoln Property Company CSE, Inc.(hereinafter called "Agent").

ARTICLE I

ESTABLISHMENT OF AGENCY

1.1 Exclusive Agency. Owner hereby appoints Agent and Agent hereby accepts appointment, on the terms and conditions hereinafter provided, as sole and exclusive management operating agent for the Buildings known as One Texas Center, Barton Creek Land, Apple Building and 9737 Great Hills Trail Building in Austin, Texas located on the real property more particularly described on Exhibits A through C which are attached hereto and made a part hereof (collectively referred to as the "Projects").

1.2 Owner's Representative. Owner shall designate one (1) person to serve as Owner's Representative in all dealings with Agent hereunder. Whenever the approval, consent or other action of Owner is called for hereunder, such approval, consent, or action shall be binding on Owner if specified in writing and executed by Owner's Representative. The initial Owner's Representative shall be Vincent Saunders.

Such representative may be changed at the discretion of Owner, at any time, and from time to time, upon prior written notice delivered to the Agent.

1.3 Agent's Representative. Agent shall designate one or more persons to serve as Agent's Representative in all dealings with Owner hereunder. Whenever the approval, consent or other action of Agent is called for hereunder, such approval, consent or other action shall be binding on Agent if specified in writing and executed by an Agent's Representative. The initial Agent's Representative shall be Mike Crockett.

The Agent's Representative may be changed at any time, and from time to time, at the discretion of Agent upon written notice delivered to Owner.

ARTICLE II

2.1 Term. This Agreement shall commence on the date of this Agreement, and shall thereafter continue for a term of one (1) year, unless earlier terminated by either party as set forth herein. Unless either party gives written notice that it does not desire to renew this Agreement to the other party at least thirty (30) days prior to the expiration date of this Agreement, the Agreement shall be automatically renewed, under the same terms and conditions contained herein for another one (1) year and the same notice and terms shall apply to each renewal term. A notice by one party of renewal of this Agreement that is received thirty (30) days before the expiration date and that changes the terms and conditions contained herein shall be treated as a notice of expiration unless the other party accepts in writing the changes in the terms and conditions fifteen (15) days prior to the expiration date of this agreement.

2.2 Cancellation. (a) Notwithstanding the foregoing to the contrary, either party may cancel this Agreement, at any time, upon not less than thirty (30) days prior written notice delivered to the non-terminating party.

(b) In addition, in the event of damage to or destruction of the Projects which will render more than fifty percent (50%) of one or more of the Buildings untenantable for more than one hundred eighty (180) days, or in the event of a taking, by condemnation or similar proceeding, of a substantial portion of the Projects, then in any such event this Agreement may be amended to exclude that particular Building(s) by Agent or Owner upon five (5) days prior written notice, given within thirty (30) days after the occurrence of such damage or destruction and if amended, the Management Fee shall be reduced by two point five percent (2.5%) of Gross Receipts of that particular Building(s), as defined in Section 4.1 if the Building is One Texas Center, or by $500.00 monthly if the Building is the Apple Building, or $1,500.00 monthly if the Building is the 9737 Great Hills Trail Building.

(c) In the event the Projects are sold, conveyed or transferred to one purchaser, on a common date, during the term hereof, Owner shall have the option to either assign this Agreement to the purchaser of the Projects with the prior written consent of Agent, or terminate this Agreement upon thirty (30) days prior written notice from Owner to Agent.

(d) In the event one or more, but not all, of the Projects are sold, conveyed or transferred during the term hereon, then in any such event, this agreement shall be amended to exclude that particular Building(s) and the Management Fee shall be reduced by two point five percent (2.5%) of the Gross Receipts, as defined in Section 4.1, if the Building is One Texas Center, or by $500.00 monthly if the Building is the Apple Building or Barton Creek land, or $1,500.00 monthly if the Building is the 9737 Great Hills Trail Building.

2.3 Return of Records and Final Payments. Upon termination or expiration of this agreement, Agent shall immediately deliver to Owner all books, records and other items specifically related to the Projects then in the possession or control of Agent. Agent shall have the right to retain one (1) copy of all books, records and other related documents. Owner shall pay to Agent any and all payments due as of the termination or expiration date of this Agreement, which obligation shall survive such termination or expiration of this Agreement, and such payment by Owner shall be made within thirty (30) days after such termination or expiration date. Such payments due Agent by Owner shall include, without limitation (1) the management fee, as set forth in Section 4.1 hereof, prorated to the termination or expiration date and (2) reimbursement to Agent of Owner's expenses as described in Section 4.4.

ARTICLE III

SERVICES TO BE PERFORMED BY AGENT

3.1 Management Services

(a) Service Contracts. Agent, as Agent for Owner, shall enter into contracts for water, electricity, gas, telephone, vermin extermination, trash removal, and other services deemed by Agent or Owner to be reasonably necessary or advisable for the operation of the Projects. Agent shall also place orders for such equipment, tools, appliances, materials and supplies as are reasonably necessary to provide routine maintenance for the Projects. Agent understands and acknowledges that the current lease at the Apple Building is a "net" lease and the current tenant provides such services.

Agent, as Agent for Owner, shall execute all other contracts, agreements and documents necessary in the proper performance of its obligations for the management of the Projects. However, Agent shall not execute or enter into any contract or agreement binding the Owner having a term in excess of one (1) year, unless said contract or agreement contains a thirty (30) day cancellation provision, without the prior written consent of the Owner.

(b) Employment of Personnel. Agent shall investigate, hire, train, pay, supervise and discharge the personnel reasonably required to properly maintain and operate the Projects in accordance with this Agreement, including without limitation, a Building Manager, Assistant Building Manger, Project Administrator, Chief Engineer, Operating Engineer and General /Maintenance Engineer. Such personnel shall in every instance be deemed employees of Agent, and the Owner shall have no right or obligation to supervise or direct such employees. All reasonable salaries, wages, and other compensation of personnel employed by Agent hereunder, including so-called fringe benefits, medical and health insurance, pension plans, social security, taxes, workers' compensation insurance and the like, shall be expenses of Owner as described in Section 4.4.

If requested by Owner, the Agent will furnish, at Owner's expense, a fidelity bond in an amount at least equal to the gross potential income for a period of two (2) months from the Projects and conditioned to protect the Owner against misapplication of funds by the Agent and its employees. The other terms and conditions of the bond, and the surety thereon, will be subject to the prior written approval of Owner, which approval shall not be unreasonably withheld.

(c) Maintenance and Repair of Projects. Agent shall maintain the buildings, appurtenances and grounds constituting the Projects in accordance with standards reasonably acceptable to Agent and Owner, including within such maintenance, without limitation thereof, interior and exterior cleaning, painting and decoration, plumbing, carpentry, ground care, and such other normal maintenance and repair work as may be necessary and desirable. Agent may contract with qualified independent contractors for the maintenance and repair of certain items, such as landscaping, trash removal, janitorial, air-conditioning systems and elevators, and for extraordinary repairs beyond the capability of regular maintenance employees. Agent

will systematically and promptly receive and investigate all service requests from tenants, take such action thereon as may be reasonably justified, and will keep records of same. Complaints of serious nature will be reported to the Owner after investigation by the Agent.

Agent acknowledges and understands that the current lease at Apple Building is a "net" lease and the current tenant is responsible for maintenance and repair of the premises, except for roofing, water proofing and structural systems. Agent agrees, to the extent allowed by the applicable leases, to review, prescribe and approve preventative maintenance programs to be implemented by the tenant of the Apple Building.

Notwithstanding any of the foregoing provisions, the prior written approval of the Owner will be required for any expenditures which exceed $5,000.00 in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the Projects, except for recurring expenses within the limits of any pre-established and approved operating budget or emergency repairs involving manifest danger to persons or property, or required to avoid suspension of any necessary service to the Projects. In the latter event, the Agent will inform the Owner of the facts necessitating the repairs as promptly as possible. Agent's duties under this Agreement to operate and maintain the Projects are limited to the provisions of, or the contracting for the provision of, routine maintenance and repairs to the Projects and to operate the HVAC systems, the elevators and the mechanical, electrical, plumbing and other systems of the Projects utilizing such existing structural, mechanical, electrical, plumbing, engineering and other systems of the Projects. Agent shall not be responsible for making or proposing additions, improvements, modifications of major repairs to the improvements and the building systems within the Projects, unless Agent agrees to provide such special consulting or supervisory services by separate written agreement with Owner.

(d) Insurance. (i) Agent shall, on behalf of Owner and at Owner's sole cost and expense, secure and make the regular payments required to keep in force such fire and extended coverage and boiler and machinery insurance insuring against physical damage to the Projects as Owner shall specify to Agent in writing. Owner shall be responsible for determining the amount, types and form of physical damage insurance required under any mortgage or ground lease covering the Projects and as may be otherwise required by Owner's interest in the projects.

(ii) Agent shall, on behalf of Owner and at Owner's sole cost and expense, secure and make the regular payments required to keep in force a policy of comprehensive general liability insurance with broad form liability endorsement with limits of not less than $2,000,000 insuring against personal injury, death or property damage liability arising out of the occupancy, management, operation or maintenance of the Projects, and Agent shall be named as an additional named insured on such liability insurance policy. Such liability insurance shall not recognize and insure the performance by Owner of the obligation to indemnify herein contained.

(iii) In the event of damage to any portion of the Projects by fire or other casualty that is covered, or could have been covered, by a fire and extended coverage or other physical damage insurance policy readily available in the jurisdiction in which the Project is located, then each party, and any person claiming by, through or under such party, hereby releases the other party, its officers, directors, agents, servants and employees from any liability for loss or damage to any such property of the releasing party in the project, and the releasing party shall look solely to the proceeds (if any) its policies of insurance for loss to any of such property, and neither party nor any third party shall have any right of recovery against the other party

hereto, or its officers, directors, agents, servants or employees by way of subrogation, assignment or otherwise, notwithstanding the negligence or fault of the party or persons released from liability hereunder. Each party shall obtain waivers of subrogation for the benefit of the other party in accordance with the foregoing. Any increase in the premiums for physical damage insurance coverage resulting from the inclusion of such waiver of subrogation shall be the responsibility of the party ultimately responsible for the cost of such insurance.

(iv) In the event of any accident or claim for damage relating to the ownership, operation or maintenance of the Projects, or any damage or destruction to the Projects, Agent shall promptly investigate and make a written report to Owner and the appropriate insurance companies (to the extent previously disclosed in writing to Agent by Owner) in order for said insurance company to properly investigate any such accident or claim. Agent shall assist and cooperate in all such investigations. Agent shall forward copies of all accident reports and claims investigations to Owner for both liability and property damage claims.

(e) Collections. Enforcement of Leases. Agent shall collect all rent and other charges due from tenants, concessionaires operating facilities in the Projects for the primary benefit of tenants, and such other rents and charges as shall otherwise be due to Owner with respect to the Projects. Owner authorizes Agent (1) to request, demand, collect, receive and receipt for all rent and other charges (2) to institute legal proceedings in the name of (and as an expense reimbursable by) Owner for the collection thereof (3) to dispossess tenants and other persons from the Projects (4) to settle and compromise any such legal proceedings, with the prior written approval of the Owner, and (5) to incur collection fees, costs and legal fees necessary or incidental thereto with prior written approval.

(f) Disbursements. Agent shall, from the funds collected and deposited, cause to be disbursed regularly and punctually (i) Agent's compensation due hereunder (ii) any and all reimbursable expenses of Agent; (iii) any amounts for allocation to reserves or escrow funds, if any (iv) the amount of all real estate taxes and other impositions levied by appropriate authorities which, if not escrowed with any mortgages, shall be paid upon specific written direction of Owner before any interest or penalty begins to accrue thereon, and (v) amounts otherwise due and payable as operating expenses of the Projects authorized under the terms of this Agreement. After disbursements as herein specified and after establishing a cash reserve to pay taxes, insurance, and/or other costs and expenses incidental to the operation of the Projects, any balance remaining at the end of any calendar month during the terms of the Agreement shall be disbursed or transferred as generally or specifically directed from time to time by Owner.

(g) Segregation of Funds. Agent shall establish and maintain, in banks whose deposits are insured by the Federal Deposit Insurance Corporation, bank account or accounts in the name of Owner for deposit of all moneys (except for tenants' security deposits, which will be maintained as specified in Section 3.2 (h) collected from the Projects. Agent may also establish such other special bank accounts as may be necessitated due to the operation of the Projects or as requested by the Owner in writing. The funds withdrawn from any and all bank accounts shall be upon the sole signature(s) of Agent's Representative.

In the event that the balance of any bank account established hereunder for the benefit of the Owner is at any time insufficient to pay required operating expenses of the Projects, the Agent will inform the Owner of said fact, and the Owner will then remit to the Agent sufficient funds to cover any deficiency within three (3) business days. In no event will the Agent be required to use its own funds to pay the required operating expenses of the Projects.

(h) Tenant Security Deposits. Agent will collect, deposit and disburse security deposits in accordance with the terms of each lease as required, provided that Agent has theretofore been furnished with a copy of any such lease. If required by State Law, or as directed by Owner, security deposits will be deposited by the Agent in a bank account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by the Federal Deposit Insurance Corporation. Owner agrees to indemnify and hold Agent harmless from and against any and all loss and liability with respect to any use by the Owner of the tenant's security deposit.

(i) Use of Projects. Agent shall with reasonable diligence endeavor to comply with all building codes, zoning and licensing requirements, and other governmental requirements of federal, state, county or municipal authorities having jurisdiction over the Projects. Agent will, with reasonable diligence, endeavor to prohibit the use of the Projects for any purpose which might void any policy of insurance covering the Projects or render any loss thereunder uncollectible, provided that Agent has theretofore been furnished with copies of any such policy of insurance. It shall be the responsibility of Agent at all times during the term of this Agreement to operate and maintain the Projects according to the highest standards consistent with, and comparable to, similar projects within the industry and the expressed plan of Owner. Agent shall undertake to consult with Owner at all reasonable times in connection with its efforts to operate and maintain the Projects consistent with the foregoing standard. Agent shall, with reasonable diligence, endeavor to secure full compliance by the tenants of the Projects with the terms and conditions of the respective leases, provided that Agent has theretofore been furnished with copies of any such leases. Agent shall perform such other acts as are reasonable, necessary and proper in the discharge of its duties under this Agreement. Agent may obtain services or goods for the Projects from direct or indirect affiliates of Agent but only if such services and goods are at least of equal quality and cost, and otherwise competitive with comparable goods and services in the building management industry.

(j) Agent's Duties. Notwithstanding anything to the contrary contained in this Agreement, in no event shall this Agreement require, or shall Owner have the right to require, Agent to act or refrain from acting where such action or inaction would expose Agent to risk of criminal liability or civil liability to any tenant of the Projects or any other person whomsoever. Nothing in this Agreement shall be construed as a representation regarding the rentals and other revenue collectible by Owner in connection with the Projects or as a guarantee of payment or collection by Agent of rentals from tenants of the Projects or other revenue derived from the Projects.

3.2 Accounting Services

(a) Records. All statements, receipts, invoices, checks, leases, contracts, work sheets, financial statements, books and records, and all other instruments and documents relating to or arising from the operation or management of the project shall be maintained by Agent. Owner shall have the right to inspect and copy all such documentation, at such parties' expense, at all reasonable times, and from time to time, during the term of this Agreement, and after the termination or expiration of this Agreement. Agent shall have the right to make one (1) copy of all such documentation and Agent shall have the right to retain such copy of such documentation following the expiration or any termination of this Agreement.

(b) Monthly Reports. On or before the tenth (10th) day of each month during the term of this Agreement, Agent shall deliver to Owner (1) two (2) sets of statements of profit and/or loss for each Project (on a cash and an accrual basis) for the preceding calendar month (2) a consolidated delinquency report for

the proceeding calendar month (3) a rent roll for the preceding calendar month (4) balance sheet (5) general ledger by month or cumulatively as Owner requests (6) cash flow reports (7) bank statements with reconciliations (8) accounts payable and accounts receivable sub-schedules and (9) cumulative reports for any period requested. Furthermore, Agent shall prepare and deliver a monthly status report narrative of the highlights of the Projects, including any significant variances from pre-authorized budgets, tenant defaults, or matters pertinent to the operation of the Projects. Reports shall be prepared utilizing a cash basis and an accrual basis of accounting. All notices from any mortgagee claiming any defaults on any mortgage on the Projects, and any other notice from any mortgagee not of a routine nature, shall be forthwith delivered by Agent to Owner.

(c) Annual Report. Within thirty (30) days after the end of each fiscal year of the Projects, Agent shall deliver to Owner a statement showing the results of operations for such fiscal year prepared on a basis specified by Owner, which if requested by Owner, shall be certified by an independent certified public accountant.

(d) Annual Budgets. No later than November 1st of each year, Agent shall deliver to Owner, a statement setting forth in detail the estimated receipts and estimated amounts required to be expended during the next fiscal year, including without limitation, the amount of real estate taxes, assessments, insurance premiums, maintenance and other expenses relating to the Projects. Within fifteen (15) days from the date of receipt of the foregoing statement, Owner shall either approve same, or provide Agent with written notice setting forth those items which are unacceptable to Owner. Failure to provide such notice to Agent within said fifteen (15) day period shall be deemed approval of the statement by Owner. Upon such approval, or in the event Owner shall fail to provide timely notice of disapproval to the Agent as set forth above, Agent shall be authorized to manage the Projects in accordance with the budget submitted to Owner.

(e) Employee Returns Required by Law. Agent shall execute and file punctually when due, all forms, reports and returns required by law relating to employment of personnel by Agent at the Projects. Agent shall have no responsibility for the preparation of any federal, state, or local tax report or returns on behalf of the Owner, unless requested to do so by Owner in writing, and subject to the formal execution of a separate agreement upon terms mutually acceptable to Owner and Agent.

(f) Audit. Agent shall be available for independent certified public accountant audit.

(g) 1099's. Agent shall prepare forms 1099 required to vendors.

ARTICLE IV

AGENT COMPENSATION AND OWNER'S EXPENSES

In consideration of the services rendered to the Owner by the Agent under this Agreement, the Owner agrees to pay the Agent as follows:

4.1 Management Fees. For a period commencing on the date of this Agreement, and so long as Agent is acting as manager of the Projects pursuant to this Agreement, the compensation which Agent shall receive for services performed under this Agreement shall be a fee equal to two point five percent (2.5%) of the "gross receipts" of the One Texas Center, payable monthly plus $500.00 each ($1,000.00 total) per month for Apple Building and the Barton Creek land payable monthly; and $1,500.00 per month for the 9737 Great Hills Trail Building.

The term "gross receipts" for all purposes under this Agreement shall be defined as (I) receipts from the leasing of rentable space in the Projects, including without limitation parking facilities (ii) receipts from tenants as reimbursements for capital expenditures made by the Owner which are to be borne by the tenant but only to the extent and in the event that any such tenant pays any management fee attributable to such capital expenditures (iii) receipts from lease rental escalations and/or late charges (iv) receipts from tenants for reimbursable operating expenses (v) other miscellaneous operating receipts and (vi) proceeds from rent or business interruption insurance.

The terms "gross" receipts" as used in this Agreement shall exclude (a) tenants' security deposits until the same are forfeited by the tenant making such deposits (b) insurance loss proceeds (other than from rent or business interruption insurance) (c) any award or payment made by any governmental authority in connection with the exercise of any right of eminent domain and (d) any proceeds from the sale, exchange, mortgaging or refinancing of the Projects.

4.2 Miscellaneous Fees. In the event Agent is specifically authorized in writing by Owner and shall provide services to the Owner which are not customarily required hereunder, including, without limitation, supervisory services related to a major rehabilitation, remodeling, repair, or construction of the Projects, including without limitation, a major leasehold improvement made by a tenant, Owner agrees to pay a fee in the amount of five percent (5%) of the cost of the rehabilitation, remodeling, repair, or reconstruction. For the purposes of this subsection (b), the parties agree that a major rehabilitation, remodeling, repair or construction of the Projects shall mean any such instance where the total cost of same exceeds the sum of $10,000.00.

4.3 Owner's Expenses. All actions taken by Agent pursuant to the terms of this Agreement shall be performed by Agent as the representative of Owner, and all obligations or expenses incurred hereunder shall be for the benefit of, on behalf of, and at the expense of Owner, except as may be otherwise specifically set forth in this Agreement. Notwithstanding the foregoing, Owner shall not be obligated to reimburse Agent for any expenses incurred for office equipment or office supplies of Agent, except expenses incurred at the Projects (unless and only to the extent incurred and used in the collection of income or payment of expenses for the Projects), for any overhead expense of Agent incurred in its general offices, for any salaries of any executive employees of Agent, for wages allocable to time spent on projects other than the Projects, or for any salaries wages or expenses for any personnel other than personnel located

at the Project's sites and personnel spending a portion of their working hours (to be charged on a prorata basis) at the Projects specifically performing Agent's management duties hereunder. Any person performing functions similar to those of a manager at the projects shall not be considered an executive employee of Agent.

All payments to be made by Agent hereunder shall be reimbursed from funds deposited in any accounts established pursuant to this Agreement. Agent shall not be obligated to make any advance to or for the account of Owner to pay any sums, except out of funds held in said banking accounts maintained pursuant to this Agreement, nor shall Agent be obligated to incur any liability or obligation for the account of Owner without assurances that the necessary funds for the discharge thereof will be provided by Owner. If Agent maintains a management office within the Projects, Owner and Agent agree that the office shall be rented at no charge to Agent.

ARTICLE V

DEFAULT REMEDIES

5.1 Default by Agent. Agent shall not be deemed to be in default hereunder unless:

(a) Agent shall fail to pay any sum of money owned by Agent to Owner under this Agreement within ten (10) days after written notice to such effect from Owner to Agent

(b) Agent shall fail to observe or perform any term of this Agreement to be observed or performed by Agent (other than a monetary default as described in subparagraph (a) above, and such default shall continue for a period of thirty (30) days after written notice thereof by Owner to Agent, or, if such default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable, provided Agent commences to cure such default within such thirty (30) day period and proceeds diligently to accomplish such cure.

5.2 Remedies of Owner. Upon the occurrence of any event of default by Agent as specified in Section 5.1 hereof, Owner shall be entitled to terminate this Agreement upon ten (10) days written notice to Agent and upon any such termination Owner shall have the right to pursue any remedy it may have at law or in equity, it being expressly understood that Agent shall remain liable for any losses suffered as a result of Agent's default and the resulting termination of this Agreement.

5.3 Default by Owner. Owner shall not be deemed to be in default hereunder unless

(a) Owner shall fail to pay any sum of money owed by Owner to Agent under this Agreement within ten (10) days after written notice to such effect from Agent to Owner, or

(b) Owner shall fail to observe or perform any term of this Agreement to be observed or performed by Owner (other than a monetary default as described in subparagraph (a) above), and such default shall continue for a period of thirty (30) days after written notice thereof by Agent to Owner, or, if such default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable, provided Owner commences to cure such default within such thirty (30) day period and proceeds diligently to accomplish such cure to completion.

5.4 Remedies of Agent. Upon the occurrence of an event of default by Owner as specified in Section 5.3 hereof, Agent shall be entitled to terminate this Agreement upon ten (10) days written notice to Owner and upon any such termination by Agent pursuant to this Section 5.4, Agent shall have the right to pursue any remedy it may have at law or in equity, and Owner shall continue to be obligated to pay and perform all of its obligations which have accrued as of the date of such termination.

5.5 Bankruptcy. If a receiver, liquidator or trustee of either party shall be appointed by court order, or if a petition to reorganize shall be filed against either party under any bankruptcy, reorganization or insolvency laws, or if any assignment for the benefit of creditors is made with respect to either party, then either party may terminate this Agreement forthwith by giving written notice to such effect to the other party.

ARTICLE VI

MISCELLANEOUS

6.1 Assignment. Without the prior written consent of Owner, Agent shall not have the right to assign, transfer, or convey any of its right, title, or interest hereunder, nor shall Agent have the right to delegate any of the obligations or duties required to be kept or performed by it hereunder except to an affiliate of Agent.

6.2 No Partnership. Nothing contained in this Agreement shall be deemed and construed to create a partnership or joint venture between Owner and Agent or to cause Agent to be responsible in any way for the debts and obligations of Owner or any other party (but nothing contained herein shall affect Agent's responsibility to transmit payments for the account of Owner as provided herein), it being the intention of the parties that the only relationship hereunder is that of agent and principal, and Agent shall not represent to anyone that its relationship to Owner is other than the foregoing.

6.3 Indemnity. In no event shall Agent (or any director, officer, agent or employee of Agent) be liable, responsible or accountable, in damages or otherwise, to Owner for any acts or omissions of Agent (or any such director, officer, agent or employee of Agent) in good faith and within the scope of this Agreement. Agent shall, however, be liable for gross negligence, malfeasance and fraud. Owner shall indemnify, defend and hold Agent (and the directors, officers, agent and employees of Agent) harmless from any loss, damage, liability, claim, cost or expense (including reasonable attorneys' fees and expenses) arising out of any act or failure to act by Agent (or any such director, officer, agent of employee of Agent), if such act or failure to act is in good faith and within the scope of the Agreement, and is not attributable to the gross negligence, malfeasance or fraud of Agent (or of any such director, officer, agent or employee of Agent), or arising out of any breach by Owner of its agreements or representations contained herein. The foregoing obligation to indemnify shall survive any termination or expiration of this Agreement.

6.4 Parties Bound. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns except as expressly provided herein. Nothing in this Agreement nor any service, duty, relationship or other matter referred to herein are intended for the benefit of any person not a party to this Agreement.

6.5 Notices. All notices, demands, consents, approvals and requests by either party hereunder shall be in writing and shall be deemed to have been duly given under this Agreement on the third (3rd) business day after sent by registered or certified mail, postage prepaid, to the parties at the following addresses:

TO OWNER: Vincent Saunders
Robertson Stephens and Company, Inc.
555 California
24th Floor
San Francisco, CA 94014

TO AGENT: William C. Duvall, President
Lincoln Property Company CSE, Inc.
3300 Lincoln Plaza
500 North Akard
Dallas, TX 75201

Any party may at any time change its respective address by sending written notice to the other party of the change in the manner hereinabove described.

6.6 GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN TEXAS.

6.7 Legal Construction. If any provision of this Agreement shall be held to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of the remainder of this Agreement shall not be affected thereby.

6.8 Prior Agreements Superseded. This Agreement constitutes the sole and entire agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.

6.9 Waiver. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

6.10 Other Projects. Owner and Agent may, either individually or with others, engage or possess an interest in any other projects or ventures of every nature and description, including, but not limited to, the ownership, financing, leasing, operation, management, brokerage, development or sale of real property other than the Projects, whether or not such other ventures or projects are competitive with the Project and neither Owner nor Agent shall have any rights whatsoever by virtue of this Agreement in and to any such other project or venture or to the income or profits derived therefrom.

6.11 Counterparts. This Agreement and all other copies of this Agreement, insofar as they relate to the rights, duties and remedies of the parties, shall be deemed to be one agreement. This Agreement may concurrently in one or more counterparts, each of which shall be deemed to be an original, be executed but all of which shall together constitute one and the same instrument.

6.12 Agent's Responsibility. Notwithstanding anything in this Agreement to the contrary, it is expressly understood that Agent's responsibility shall be only to perform management services for the Projects.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as of the date first above written.

OWNER: ROBERTSON STEPHENS AND COMPANY, INC.

By: James P Nott

Title: Managing Director

AGENT: LINCOLN PROPERTY COMPANY CSE, INC.

By: Michael D Crowhill

Title: Sr. Vice President

12/12/96

EXHIBIT A
ONE TEXAS CENTER

Tract 1:

Lot 1, of Texas Center, a subdivision of the City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Book 83, Page 186D-187A, of the Plat Records of Travis County, Texas.

Tract 2:

The rights of the property described above created by a Declaration of Access Easements and Maintenance Obligations dated August 25, 1983, recorded in Volume 8247, Page 234, Deed Records, Travis County, Texas, creating easements in and to the following real estate:

Being 9727 square feet of land or 0.2233 of one acre of land, a portion of the Isaac Decker League Survey No. 20, in the City of Austin, Travis County, Texas, and being a portion of Tract "A", Riverview Terrace, a subdivision of a portion of the said Isaac Decker League Survey No. 20, of recorded in Plat Book 79, Pages 380-381, Travis County Plat Records, said Tract "A" being conveyed in a deed from Riverview Terrace Joint Venture to Texas Center Associates in Volume 7802, Page 787, Travis County Deed Records and being described by metes and bounds as follows:

Commencing for reference at an iron pipe found at the intersection of the south line of Barton Springs Road and the east line of South First Street, said iron stake being at the northwest corner of Tract "A", Riverview Terrace, a subdivision of a portion of the Isaac Decker League Survey No. 20, of record in Plat Book 79, Pages 380-381, Travis County Plat Records;

Thence with the east line of South First Street and a west line of said Tract "A", and being with the east line of a 3259 square foot tract of land, a portion of said Tract "A", as conveyed to the City of Austin in Volume 8121, Page 857, Travis County Deed Records, S 26 degrees 23 minutes W 276.29 feet to an iron stake set;

Thence S 64 degrees 53 minutes E 236.77 feet to a point for the BEGINNING and southwest corner of the herein described tract;

(1) THENCE N 28 degrees 20 minutes 30 seconds E 348.93 feet to a point;

(2) THENCE N 22 degrees 59 minutes W 95.51 feet to a point in the most northerly north line of said Tract "A" and in the south line of Barton Springs Road, for the northwest corner of the herein described tract;

(3) THENCE with the most northerly north line of said Tract "A" and the south line of Barton Springs Road, N 76 degrees 19 minutes 30 seconds E 45.27 feet to a point for the northeast corner of the herein described tract and from which point the most northerly northeast corner of said Tract "A", bears N 76 degrees 19 minutes 30 seconds E 10.06 feet;

(4) THENCE S 22 degrees 55 minutes E 101.62 feet to a point, for a southeast corner of the herein described tract;

(5) THENCE S 67 degrees 03 minutes W 37.71 feet to a 60d nail set in concrete, for an interior corner of the herein described tract;

(6) THENCE S 26 degrees 23 minutes W 345.07 feet to a 60d nail set in concrete, for the most southerly southeast corner of the herein described tract;

(7) THENCE N 64 degrees 53 minutes W 14.53 feet to a the beginning corner of the herein described tract, containing 9727 square feet of land or 0.2233 of one acre of land, and being part of Lot 2, Texas Center, a subdivision of the City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Book 83, Page 186D-187A, of the Plat Records of Travis County, Texas.

Tract 3:

Being 3291 square feet of land or 0.0756 of one acre of land, a portion of the Isaac Decker League Survey No. 20, in the City of Austin, Travis County, Texas, and being a portion of Tract "A", Riverview Terrace a subdivision of a portion of said Isaac Decker League Survey No. 20, of recorded in Plat Book 79, Pages 380-381, Travis County Plat Records. Said Tract "A" being conveyed in a deed from Riverview Terrace Joint Venture to Texas Center Associates in Volume 7802, Ppage 787, Travis County Deed Records and being described by metes and bounds as follows:

Commencing for reference at an iron pipe found at the intersection of the south line of Barton Springs Road and the east line of South First Street, said iron stake being at the northwest corner of Tract "A", Riverview Terrace, a subdivision of a portion of the Isaac Decker League Survey No. 20, of record in Plat Book 79, Pages 380-381, Travis County Plat Records;

Thence with the east line of South First Street and a west line of said Tract "A", and being with the east line of a 3259 square foot tract of land, a portion of said Tract "A", as conveyed to the City of Austin in Volume 8121, Page 857, Travis County Deed Records, S 26 degrees 23 minutes W 276.29 feet to an iron stake set;

Thence S 64 degrees 53 minutes E 236.77 feet to a point for BEGINNING and northwest corner of the herein described tract;

(1) THENCE S 64 degrees 53 minutes E 14.53 feet to a 60d nail set in concrete;

(2) THENCE S 61 degrees 37 minutes E 172.68 feet to a 60d nail set in concrete, for the northeast corner of the herein described tract;

(3) THENCE S 28 degrees 23 minutes W 1769 feet to a point, for the southeast corner of the the herein described tract;

(4) THENCE N 61 degrees 34 minutes W 167.17 feet to a point, for a southwest corner of the herein described tract;

(5) THENCE N 28 degrees 20 minutes 30 seconds E 16.71 feet to the beginning corner of the herein described tract, containing 3291 square feet of land or 0.0756 of one acre of land, and being part of Lot 3, Texas Center, a subdivision of the City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Book 83, Page 186D-187A, of the Plat Records of Travis County, Texas.

EXHIBIT B
APPLE BUILDING

Lot 1, Cameron Road Research Addition No. 2, a subdivision in Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume 80, Page 252, Plat Records of Travis County, Texas

Improvements:

Two Office Buildings, One consisting of approximately 87,750 SF and the other consisting of approximately 54,592 SF, located at 1200 and 1212 East Anderson Lane, Austin, Texas.

EXHIBIT C
9737 GREAT HILLS TRAIL

Lot 1, The Arboretum at Great Hills, an addition in Travis County, Texas, according to the map or plat thereof reorded in Book 85, Page 165D, of the Plat Records of Travis County, Texas.