GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

NO 2

ADDRESS OF PREMISES  15109 Heathrow Forest Parkway, Suite 250
                     Houston, TX 77032-3887

THIS AGREEMENT, made and entered into this date by and between 15109 Heathrow Forest, LLC
whose address is     2537 Gessner Road, Suite 220
                     Houston, Texas  77063-2027

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto agree to supplement the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease
is amended effective July 19, 2012 as follows:

1) to provide for a Notice to Proceed for change order (C/O) #1; and
2) to change the total cost of the Tenant Improvements; and
3) to provide for the payment of the total Tenant Improvement Cost and Building Specific Amortized Capital (BSAC); and
4) all other terms and conditions are in full force and effect.


IN WITNESS WHEREOF, the parties hereto do sign their names as of the above date.


By: ____________________________  ____________________________
   Don Weaver           B.J. Mawer Jr.
   ____________________________  ____________________________
   Title                    Title

Printed Name           Printed Name

   ____________________________  ____________________________
   2537 S. Gessner Rd. #220    Houston, TX 77063
   ____________________________
   (Address)                  (City, State, Zip)

Lease Contracting Officer

(Official Title)

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Supplemental Lease Agreement #2
GS-07B-16979
15109 Heathrow Forest Parkway, Suite 250
Houston, Texas 77032-3887

1.) Upon this Supplemental Lease Agreement being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the Alterations required in C/O#1 as it relates to adding cabling depicted in Exhibit “A.” The total cost of C/O #1 is __________. This change order is a part of the lease and will be maintained by the Lessor as part of the fully serviced lease. The anticipated date of completion of all the tenant improvements is August 31, 2012.

2.) The Government and the Lessor have agreed that the total cost of the Tenant Improvements shall change from __________ to $791,596.78 [791,596.78 - 310,920.80 - 19,250.00 = 461,425.98] The Tenant Improvement cost includes all the Lessor’s fees for general and administrative costs, profit, and any and all other fees associated with the completion of the Tenant Improvements covered by change order #1 by the anticipated date of completion.

3.) The Government shall pay for a portion of the total Tenant Improvement Cost by amortizing $310,920.80 over the first five (5) years of the term, monthly, at an interest rate of 0.0%. Additionally, the Government shall pay for the BSAC by amortizing $19,250.00 over the first five (5) years of the term, monthly, at an interest rate of 0.0%.

The remaining Tenant Improvement and BSAC Cost balance of $461,425.98 [$791,596.78 - $310,920.80 - $19,250.00 = $461,425.98] shall be paid by lump sum, accordingly upon the completion and acceptance by the Government of the Tenant Improvement and BSAC.

To submit for payment of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PS0023664 and shall be sent electronically to the GSA Finance Website at http://www.finance.gsa.gov/defaultextemal.asp. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Lease Contracting Officer at the following address:

General Services Administration
Attn: Pearl Summers-Garza
1919 Smith Street, Suite 1600
Houston, Texas 77002
832-397-8478

4.) All other terms and conditions of this lease shall remain in full force and effect.

Gov't Initials: [Signature]
Lessor Initials: [Signature]