

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-07B-16766	DATE 6/1/11	PAGE 1 of 2
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ADDRESS OF PREMISES
1445 North Loop West, 5th Floor, Houston Texas 77008-1661

THIS AGREEMENT, made and entered into this date by and between **PN2 1445 LTD A TEXAS LTD PARTN**, whose address is 1445 North Loop West, Suite 398, Houston, Texas 77008-1364

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

WHEREAS, the parties hereto desire to amend and establish the effective date the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective **UPON EXECUTION BY BOTH PARTIES** as follows:

- I. The effective date of this lease is established to be April 14, 2011 through April 13, 2021.
- II. The government may terminate this lease at any time on or after April 13, 2016 by giving at least 60 days prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."
- III. The office space square footage shall be 12,048 rentable square feet (rsf) yielding 11,507 ANSIBOMA Office Area (ABOA) including 45 structured employees and 12 Government reserved parking spaces.
- IV. From April 14, 2011 through April 13, 2016 the total annual rental shall be \$204,969.43 at the rate of \$17,080.79 paid monthly in arrears. The total annual rent includes an annual Operating Costs of \$51,724.00 and including Consumer Price Index adjustments.

From April 14, 2016 through April 13, 2021 the total annual rental shall be \$216,864.00 at the rate of \$18,072.00 paid monthly in arrears. The total annual rent includes an annual Operating Costs of \$51,724.00 and including Consumer Price Index adjustments.

The total cost of the Tenant Improvements (TI) of \$234,128.07 shall be amortized monthly into the rent at the rate of six percent (6.00%) over the first five (5) years of the lease.

- V. The percentage of occupancy for Tax Reimbursement purposes shall be: 10.12% (12,048 rsf) and the new Base Year for taxes is established as 2011.

- VI. The Government's adjustment of vacant space shall be a reduction of \$0.67/usf (ABOA).

INITIALS:  & 
LESSOR & GOVT

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IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE	NAME OF SIGNER MAX BLANKFELD
ADDRESS	

IN PRESENCE OF	
SIGNATURE	NAME OF SIGNER Janae Evans
ADDRESS	


UNITED STATES OF AMERICA	
	NAME OF SIGNER Paula Barker
	OFFICIAL TITLE OF SIGNER Contracting Officer
PRODUCTION	

I. "

VII. Effective upon acceptance In accordance with the Lease (GS-07B-16766) Paragraph 10 and 2.4 *Broker Commission and Commission Credit*, CB Richard Ellis Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CB Richard Ellis have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution per the commission agreement signed by the parties [REDACTED] was paid by Lessor to CBRE when the Lease was awarded and an additional [REDACTED] shall be paid to CBRE in connection with the earlier of Tenant's Occupancy of the premises leased pursuant to the Lease or commencement date of the lease. The remaining [REDACTED] which is [REDACTED] of the Commission Credit as described in Paragraph 10 ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue for 2 months until the credit has been fully recaptured."

VIII. The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

INITIALS:  LESSOR
GOV'T