

## AMENDMENT OF SUBLEASE AGREEMENT

This Amendment of Sublease Agreement (this "Amendment") is entered into effective as of May 1, 2015, by and between MARSH DARCY PARTNERS, INC., a Texas corporation ("Sublandlord"), and MEMORIAL CITY REDEVELOPMENT AUTHORITY, a political subdivision of the State of Texas ("Subtenant").

### RECITALS

- A. Sublandlord and Subtenant entered into that certain Sublease Agreement (the "Original Sublease") dated effective as of April 15, 2013 (the "Commencement Date") for the sublease of certain premises in the building commonly known as 8955 Katy Freeway, Houston, Texas 77024, known as Suite 215 (the "Premises").
- B. Pursuant to Section 3 of the Original Sublease, the Sublease Term (as defined in the Original Sublease) expired on the later of (i) one hundred eighty (180) days following the Commencement Date, or (ii) as further extended for an additional one hundred eighty (180) days, provided Subtenant gives fifteen (15) days prior written notice to Sublandlord of Subtenant's intent to continue or extend the Original Sublease.
- C. Prior to this Amendment, Subtenant and Sublandlord extended the Sublease Term to April 30, 2015, and increased the Base Rental (as defined in the Original Sublease) from \$750.00 per month to \$810.00 per month (the "First Extension"); however, Subtenant and Sublandlord did not enter into a written amendment of the Original Sublease to evidence such agreement.
- D. Subtenant and Sublandlord have now agreed to extend the Sublease Term as set forth herein, and to increase the Base Rental from \$810.00 to \$850.50 per month.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Subtenant and Sublandlord hereby agree as follows:

1. Subtenant and Sublandlord hereby ratify and confirm the First Extension.
2. Section 3 of the Original Sublease is amended to provide that the Sublease Term shall automatically be extended for periods of thirty (30) days each at the end of the Sublease Term until the day immediately preceding the date on which the Base Lease expires unless either party delivers written notice otherwise to the

other party at least fifteen (15) days prior to the end of any 30-day extension of the Sublease Term.

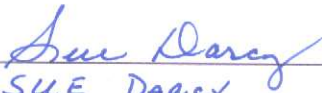
3. Section 4(a) of the Original Sublease is amended to provide that commencing on May 1, 2015, and continuing for so long as the Sublease Term is extended pursuant to Section 3 above, the Base Rental payable by Subtenant to Sublandlord shall be the amount of Eight Hundred Fifty and 50/100 Dollars (\$850.50) per each 30-day period.
4. All capitalized terms used in this Amendment shall have the meanings ascribed thereto in the Original Sublease unless otherwise defined herein.
5. Except as amended by this Amendment, the Original Sublease shall remain in full force and effect.
6. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.
7. The validity of this Amendment shall be subject to Lessor's prior written consent hereto pursuant to the terms of the Base Lease (the "Consent"), which Sublandlord will use all reasonable efforts to obtain. If Sublandlord does not deliver Lessor's Consent to Subtenant on or before \_\_\_\_\_, 2015, then, unless the parties agree otherwise in writing, this Amendment shall be of no force and effect, the Original Sublease as amended hereby shall automatically terminate without action by either party, neither party shall have any liability to the other under this Amendment or the Original Sublease as amended hereby, and any amounts paid by Subtenant to Sublandlord under this Amendment shall be immediately returned to Subtenant.

*[Signature pages follow this page.]*

Executed as of the day and year first set out above.

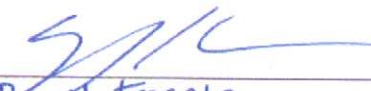
**SUBLANDLORD:**

**MARSH DARCY PARTNERS, INC.**

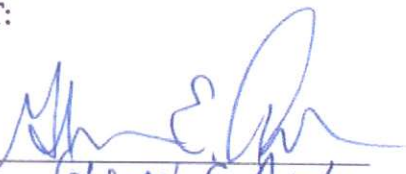
By:   
Name: SUE DARCY  
Title: PRESIDENT

**SUBTENANT:**

**MEMORIAL CITY REDEVELOPMENT  
AUTHORITY**

By:   
Name: Brad Freels  
Title: Vice Chair

**ATTEST:**

By:   
Name: Glenn E. Amler  
Title: Secretary