

STANDARD FORM 2
FEBRUARY 1965
EDITION
GENERAL SERVICES
ADMINISTRATION

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

7-13-10

LEASE NO.

GS-07B-16761

THIS LEASE, made and entered into this date by and between DEER CREEK INVESTMENTS, LP

Whose address is ^{TN 11} 6 POINT COMFORT ROAD, 15B
HILTON HEAD ISLAND, SC 29928

and whose interest in the property hereinafter described is that of OWNER

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

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 41,126 rentable square feet (RSF) of office and related space, which yields 34,979.47 ANSI/BOMA Office Area square feet (USF) of space at 10626 FALLSTONE, HOUSTON, TX 77099 to be used for such purposes as determined by the General Services Administration. [Included in the rent at no additional cost to the Government are 82 parking spaces for exclusive use of Government employees and patrons.] The Common Area Factor is established at 1.17(5718).

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on JULY 1, 2010 and continuing through JUNE 30, 2015 subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ (\$1,933,230 RSF) at the rate of \$161,102.50 per month in arrears (for years 1 - 5.)

Rent for a lesser period shall be prorated. Rent shall be made payable to:

DEER CREEK INVESTMENTS, LP, A SOUTH CAROLINA LIMITED
PARTNERSHIP
6 POINT COMFORT ROAD, 15B
HILTON HEAD ISLAND, SC 29928

4. The Government may terminate this lease (in whole or in part) at any time on or after June 30, 2015 by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

6. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

[Free Text]

provided notice be given in writing to the Lessor at least 90 days before the end of the original lease term or any renewal term, all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

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

LESSOR
DEER CREEK INVESTMENTS, LP

BY

IN PRESENCE OF

UNITED STATES OF AMERICA

BY

Contracting Officer, General Services Administration
(Official Title)

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
- A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO OTX2893 dated April 28, 2010
 - B. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2.
 - C. The Lessor hereby waives restoration.
7. The following are attached and made a part hereof:
- Solicitation for Offers OTX2893 dated April 28, 2010 (16 pages)
 - Solicitation for Offers
 - Sections 1 Site Requirements (3 pages)
 - Section 2 General Facility Requirements (4 pages)
 - Section 3 Guidance for Facility Design & Layout (6 pages)
 - Section 4 Intentionally Left Blank (1 page)
 - Section 5 Architectural Requirements (13 pages)
 - Section 6 Intentionally Left Blank (1 page)
 - Section 7 Mechanical Requirements (11 pages)
 - Section 8 Electrical Requirements (13 pages)
 - Section 9 Security Requirements (1 page)
 - Appendix A Room Data Sheets (38 pages)
 - GSA Form 3517 entitled GENERAL CLAUSES (Rev. (11/05))
 - GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. (1/07))
 - Addendum to US Government Lease for Real Property (8 pages)
 - Exhibit A Meets and Bounds Description (page 7 - one page)

The Exhibits and attachments (including the Solicitations for Offers) are subject to the "AS IS" provision of Section 7 of the Addendum.

- Attachment A: Office Floor Plan - Construction
- Attachment B: Laboratory Floor Plan - Construction
- Attachment C: Floor Plans finishes/Furniture/Millwork

8. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$0.00 shall be amortized through the rent for 0 years at the rate of 0%. The total annual cost of Tenant Improvements for the amortization period shall be \$0.

9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 100%.

10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$12.8(3)/RSF (\$500,215.63(8)/annum).

11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.07 (44,426 RSF/44,426 USF).

12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$0.00/USF for vacant space (rental reduction).

13. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour for the entire building or any portion thereof.

14. Security costs in the total amount of \$0.00 shall be amortized through the rent for 0 months at the rate of 0%.

15. All questions pertaining to this Lease shall be referred to the Contracting Officer of the General Services Administration (GSA) or their designee. The Government occupant is not authorized to administer this lease and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other authorized cost in writing by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to repairs, changes of scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

16. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1999. An enrollment form is attached to be completed and returned with this contract.

LESSOR

BY


(initials)

UNITED STATES OF AMERICA

BY


(initials)