

LEASE NO. GS-07P-LTX16712

Standard Lease
GSA FORM L201C (June 2012)

This Lease is made and entered into between

Rulca/Angleton, LTD

(Lessor), whose principal place of business is 11823 Wilcrest, Houston, TX 77031 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

4005 Technology Drive, Angleton, TX 77515

and more fully described in Section 1 and Exhibit E; together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

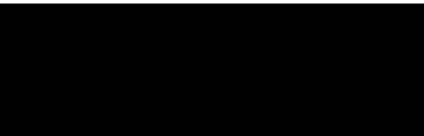
LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 8 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

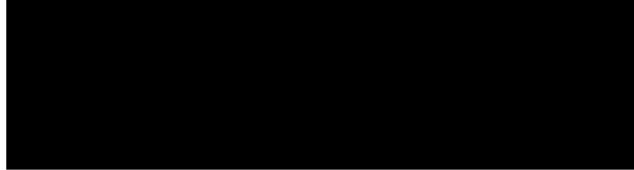


Name: Mike Latimer

Title: President, Hardrock Holdings LLC, General Partner

Entity Name: Rulca/Angleton, Ltd.

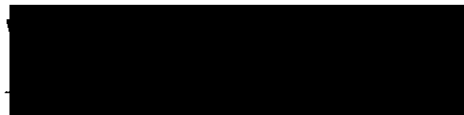
Date: 10/23/13



Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 10/29/13



Name: DRAC DEANHAM

Title: Property Manager / SCM Realty Services, Inc.

Date: 10/23/13

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. **Office and Related Space:** 11,798 rentable square feet (RSF), yielding 9,998 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 2nd floor(s) and known as Suite(s) 2080, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit E.
- B. **Common Area Factor:** The Common Area Factor (CAF) is established as 1.180036. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. **Parking:** 56 parking spaces as depicted on the plan attached hereto as Exhibit F, of which 4 shall be reserved and 7 shall be secured, the remaining 45 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. **Antennas, Satellite Dishes, and Related Transmission Devices:** Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	YEARS 1-5	YEARS 6-8	YEARS 9-10
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$187,862.42	\$206,617.03	\$206,617.03
TENANT IMPROVEMENTS RENT ²	\$ 60,899.39	\$ 60,899.39	\$ 0.00
OPERATING COSTS ³	\$ 67,686.46	\$ 67,686.46	\$ 67,686.46
BUILDING SPECIFIC SECURITY ⁴	\$ 7,608.26	\$ 7,608.26	\$ 0.00
PARKING ⁵	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$324,056.53	\$342,811.14	\$274,303.49

¹Shell rent (Firm Term) calculation: \$15.9232 per RSF multiplied by 11,798 RSF
²The Tenant Improvement Allowance of \$372,235.22 is amortized at a rate of 7.0 percent per annum over 8 years.
³Operating Costs rent calculation: \$5.7371 per RSF multiplied by 11,798 RSF
⁴Building Specific Security Costs of \$46,500.00 are amortized at a rate of 7.0 percent per annum over 8 years
⁵Parking costs described under sub-paragraph G below

In instances where the Lessor amortizes either the TI or Building Specific Security for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized costs beyond the Firm Term.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 9,998 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

F. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. Parking shall be provided at no cost to the Government (Surface).

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Jones Lang LaSalle (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [redacted] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. [redacted] of the Commission will be payable to Jones Lang LaSalle with the remaining [redacted], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$27,004.71 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$27,004.71 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 2nd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 180 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (AUG 2011) INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

The following documents are attached to and made part of the Lease:

In the event of a conflict with the Special Requirements, the lease (GSA FORM L201C) shall govern in the following paragraphs, 6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012), 3.30 FLOORS AND FLOOR LOADS (AUG 2011) and 6.05 OVERTIME HVAC USAGE (JUN 2012). In all other conflicts the Special Requirements shall govern."

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Agency Specific Requirements	11	A
Security Requirements for Level 2	3	B
GSA Form 3518 Representations and Certifications	7	C
GSA Form 3517 General Clauses	33	D
Floor Plan(s)	1	E
Parking Plan(s)	1	F
Legal Description	1	G
Commission Agreement	3	H

CO [signature] *CO [signature]* *CO [signature]*

1.17 BUILDING IMPROVEMENTS (JUN 2012)

The Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

- A. Lessor shall build-out the space according the design and construction drawings to be completed during the design phase, after award of the lease.
- B. *HVAC*: Each of the building's air handler units has or will have a VFD installed. Additionally, a new digital control system has been installed on the chillers and air handler unit serving the GSA's Premises. New digital controls will also be installed on the boxes serving the GSA space, which will provide more precise control over air flow allowing for the overall system to operate as efficiently as possible.
- C. *Lighting*: Ne bulbs, ballasts and tombstones will be installed and utilized to convert existing T-12 lighting to T-8.
- D. *Water Heater*: A new Energy Star compliant water heater will be installed that will service the GSA's Premises.
- E. *Roof*: Future repairs and/or upgrades to the building roof will include a reflective-coating system – no time frame is defined for this upgrade.

1.18 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.