

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07P-LTX16712
ADDRESS OF PREMISES 4005 Technology Drive Angleton, TX 77515-2536	PDN Number: PS0029312

THIS AMENDMENT is made and entered into between **RULICA / ANGLETON, LTD**

whose address is: 11823 Wilcrest Drive
Houston, TX 77031-1919

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

WHEREAS, the parties hereto desire to amend the above lease to describe the Tenant Improvements to be constructed, provide for a Notice to Proceed, to amend the Tenant Improvements amortized into the lease and to provide for the method of payment of the total Tenant Improvements.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:



1. The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC) depicted and according to the attached construction drawings (CD's) prepared by Architectural Ideology issued 4/8/2014 (28 pages) as Exhibit "I" of the Lease. The Lessor remains responsible for the accuracy of the Tenant Improvements as stated in the Lease under Section 4 Design, Construction, and Post Award Activities. This Lease Amendment does not release the Lessor from liability for accuracy of the Tenant Improvements when compared to the Government approved DID's in Exhibit "H" of the Lease.
2. Upon full execution and delivery of this Lease Amendment, the Lessor can consider this as a Notice to Proceed with the Tenant Improvement construction. The anticipated date of completion and acceptance by the Government is on or before September 30, 2014.

See Page 2

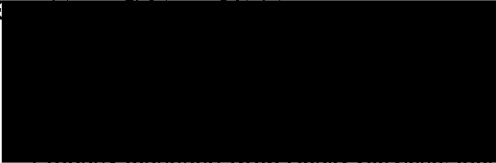
This Lease Amendment contains 32 pages (Including Exhibits).

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

<p>FOR THE LESSOR</p> <p>Signature: </p> <p>Name: <u>Mike Latimer</u></p> <p>Title: <u>President, Hardrock Holdings, LLC, General Partner</u></p> <p>Entity Name: <u>Rulica/Angleton, Ltd.</u></p> <p>Date: <u>07/09/2014</u></p>	<p>FOR THE GOVERNMENT</p> <p>Signature: </p> <p>Name: _____</p> <p>Title: <u>Lease Contracting Officer</u></p> <p><u>GSA, Public Buildings Service</u></p> <p>Date: <u>7-15-14</u></p>
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WITNESSES

Signature: 

Name: _____

Title: Property Manager, GSA, Public Buildings Service, Inc.

Date: 07/09/2014

3. Paragraph 1.08, "Tenant Improvement Allowance (AUG 2011)" of the Lease No.GS-07P-LTX16712 is deleted in its entirety and replaced with the following:

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$37,384.62 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount shall be amortized in the rent over the Firm Term of this Lease at an annual interest rate of 7.00 percent.

4. In accordance with Paragraph 1.09, "Tenant Improvement Rental Adjustment (AUG 2011) of the Lease No.GS-07P-LTX16712, the Government has elected to make lump sum payment for part of the TIA upon acceptance of the space by the Government.

The Government and the Lessor have agreed that the total cost of the TIs are \$528,817.35, as depicted and according to the Tenant Improvement Cost Summary (TICS) attached hereto as Exhibit "J" (1 page); and the Government and the Lessor have agreed that the total cost of the BSAC is \$38,744.98, as depicted and according to the BSAC attached hereto as Exhibit "K" (1 page). TI and BSAC costs include all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TI's and BSAC by the anticipated date of completion. Any changes to the construction drawings which result in a financial change to the lease agreement, of any type, must be approved in writing by the GSA Contracting Officer.

The Government and the Lessor have agreed that the total cost of the Tenant Improvements amortized into the lease shall change from \$372,235.22 to \$287,516.49 and the total cost of the BSAC amortized into the lease shall change from \$46,500.00 to \$38,744.98. TI costs totaling \$287,516.49 shall be amortized over the first eight (8) years of the lease term at an interest rate of seven percent (7.00%) paid monthly in arrears. BSAC totaling \$38,744.98 shall be amortized over the first eight (8) years of the lease term at an interest rate of seven percent (7.00%) paid monthly in arrears.

The remaining balance totaling \$241,300.86 [\$528,817.35 (TI) - \$287,516.49 (Tenant Improvement Allowance) = \$241,300.86] for TI costs shall be paid by the Government by a lump-sum payment upon acceptance by the Government of the TIs.

To submit for payment of the lump-sum payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the 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 **PS0029312** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 1-800-676-3690 or email fw-clientservices@gsa.gov

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

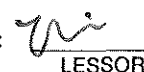
General Services Administration
 FTS and PBS Payment Division (7BCP)
 P.O. Box 17181
 Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Leasing Specialist at the following address:

General Services Administration
ATTN: Patrick T. Staley
 819 Taylor Street, Room 11A139
 Fort Worth, TX 76102
 Tel: 817-978-0131
 Email: patrick.staley@gsa.gov

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

INITIALS:


 LESSOR

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