

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07P-LTX16712
LEASE AMENDMENT	
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:


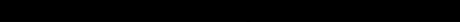
- WHEREAS, the parties hereto desire to amend the above lease to:
- 1.) Accept the Tenant Improvements as substantially complete;
 - 2.) Establish the Commencement Date of the lease rental payments;
 - 3.) Provide the annual rental amounts; and
 - 4.) Document the Broker Commission and the Commission Credit.


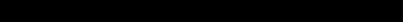
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective October 1, 2014, as follows:

See Page 2

This Lease Amendment contains 3 pages including Exhibit "L".

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.

FOR THE 
Signature: 
Name: Mike Latimer
Title: President, Hardrock Holdings, LLC, General Partner
Entity Name: Rulica/Angleton, Ltd
Date: October 20, 2014

FOR THE 
Signature: 
Name: John Chaggaris
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 10-20-14

WITNESSED 
Signature: 
Name: 
Title: Property Manager
Date: October 20, 2014

1. The Tenant Improvements have been substantially completed and the Government accepts the leased space on October 1, 2014. The Lessor and the Government agree that the requirements specifically identified in the GSA Form 1204 Condition Survey Report ; which is depicted in the attached Exhibit "L" (1 page), have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 23 calendar days of the Government's acceptance of the space for occupancy. Within 7 days of the completion date for the Lessor to cure the deficiencies in Exhibit "L" of this Lease Amendment, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.
2. The Commencement Date of the rental shall be October 1, 2014, and shall expire on September 30, 2024, subject to the termination rights set forth in the lease.
3. The Government shall pay the Lessor annual rent as follows:

	10/1/2014 – 9/30/2019 YEARS 1-5	10/1/2019 – 9/30/2022 YEARS 6-8	10/1/2022 – 9/30/2024 YEARS 9-10
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$187,862.42	\$206,617.03	\$206,617.03
TENANT IMPROVEMENTS RENT ¹	\$47,039.02	\$47,039.02	\$ 0.00
OPERATING COSTS	\$ 67,686.46	\$ 67,686.46	\$ 67,686.46
BUILDING SPECIFIC SECURITY ²	\$6,338.86	\$6,338.86	\$ 0.00
PARKING	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$308,926.76	\$327,681.37	\$274,303.49

¹The Tenant Improvement Allowance of \$287,516.49 is amortized at a rate of 7.0 percent per annum over 8 years.
²Building Specific Security Costs of \$38,744.98 are amortized at a rate of 7.0 percent per annum over 8 years

4. Paragraph 1.04, BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) of Lease No. GS-07P-LTX16712, is deleted in its entirety and replaced with the following:

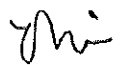

A. Jones Lang LaSalle (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] 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 full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$25,743.90 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$25,743.90 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

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

INITIALS:  & 
 LESSOR & GOVT