

Lease No. GS-07B-16864

GSA FORM L-201A (10/10) (For Security Level I & II Leases Under the Simplified Lease Acquisition Threshold)

I. The Lease.

THIS LEASE is made and entered into between

RP Southwood, L.P., a Texas limited partnership ("the Lessor") and THE UNITED STATES OF AMERICA ("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

The Lessor hereby leases to the Government the premises described in Sections I and II of the Form 1364A, Simplified Lease Proposal, attached hereto as Exhibit A, as further described on the floor plan, attached hereto as Exhibit B, ("the Premises"), together with the right to the use of the parking spaces and other areas described in said Section II, to have and to hold for a term of

10 Years commencing on the date of acceptance of the Premises (as such date shall be established in accordance with Paragraph III.A.5, herein), subject to the terms and conditions set forth below.

A. Rental Consideration. In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified in Line 10, Boxes 10D and 10F (and, if applicable, the corresponding boxes in Line 11) on Exhibit A, Section II, and the actual Rentable Area delivered for occupancy and use by the Government, subject to the limitations set forth in Paragraph III.A.5. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of building shell and Tenant Improvements (TIs) specified in the Lease, including those described in Exhibit A and the Requirements Development Package (RDP) attached hereto as Exhibit C, all taxes of any kind, and all operating costs. Unless a separate rate is specified in Line 16, rights to parking areas will be deemed to be included in the rent. Rent shall not be adjusted for changes in taxes or operating costs.

B. Early Termination Right. After the **5th** anniversary of the commencement of the term of this Lease, the Government may notify the Lessor of the early *termination* of this Lease by giving at least 120 days written advance notice to the Lessor. This right to elect early termination shall expire 90 days after said anniversary.

C. Renewal Options. This Lease may be renewed at the option of the Government for a term of **5 YEARS** at the rental rate(s) set forth in Exhibit A, Section II, Line 10, Box 10H (and, if applicable, Box 11H), provided notice is given to the Lessor at least 60 days before the end of the original lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

D. Documents Incorporated By Reference. The following documents are incorporated by reference, as though fully set forth herein:

1. Exhibit A—GSA Form 1364A, Simplified Lease Proposal, in Lessor's Response to Request for Lease Proposals No. GS-07B-16864
2. Exhibit B—Floor Plan Delineating the Premises
3. Exhibit C—Lease Amendment #1 Requirements Development Package for [REDACTED] Dated 04/29/2010
4. Exhibit D—GSA Form 3518A, Representations and Certifications (Rev. 1/07)

E. **Tenant Hours of Operation.** *The Government shall be entitled to routinely occupy and use the Premises during the following hours:*

	START TIME AM/PM	END TIME AM/PM
Weekdays	7:00am	5:00PM
Saturdays	n/a	n/a
Sundays	n/a	n/a
Federal Holidays	n/a	n/a

IN WITNESS WHEREOF, the parties to this Lease on this _____ day of _____, 2012, have signed their names and the date of delivery of this Lease to the Government is _____.

[Redacted Signature]

WILLIAM D. ANGEL
TITLE:

Date: 3/18/12

[Redacted Signature]

Date: 5/24/12

II. General Terms and Conditions.

A. **Definitions, Standards, and Formulas.** Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

1. **Appurtenant Areas.** Appurtenant Areas are defined as those areas and facilities on the Property that are not leased to the Government, but for which access by the Government is reasonably necessary or anticipated with respect to the Government's enjoyment of the rights granted under the Lease.
2. **Broker.** If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
3. **Commission Credit.** If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
4. **Days.** All references to days in this Lease shall be understood to mean calendar days.
6. **FAR.** All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
6. **GSAR.** All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
7. **Commencement Date.** The Lease's Commencement Date means the date on which the lease term commences.
8. **Effective Date.** The Lease's Effective Date means the date that the Lessor's obligations under the Lease commence.
9. **The Premises.** The Premises are defined as the total Office Area or other type of Space, together with all associated Common Areas, described in Section II, Line 9, of Exhibit A, and delineated by plan on Exhibit B. If Exhibit A and B are inconsistent with respect to the description of the Space, Exhibit A shall be controlling. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
10. **The Property.** The Property is defined as the land and buildings in which the Premises are located, including all appurtenant areas (e.g., parking areas to which the Government is granted rights).
11. **The Space.** The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
12. **Standard for Measuring Office Area and Other Space.** For the purposes of this Lease, Space shall be measured in accordance with the applicable standard provided by American National Standards Institute/Building Owners and Managers