

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

9/11/09

LEASE NO.

GS-07B-16651

THIS LEASE, made and entered into this date by and between Russell Clark Realty Company

whose address is 139 West Oak Lane
Salem, UT 84653

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 consideration hereinafter mentioned, covenant and agree as follows:

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

6,321 rentable square feet (6,020 ANSI/BOMA office area square feet) of space to be constructed in The Offices at Green Oaks located at 1950 N.E. Green Oaks, Arlington, Texas, (as described in Exhibit B attached hereto), and four (4) secured parking spaces for Government owned vehicles, twenty-four (24) onsite employee parking spaces and secured exterior storage with overhead door(s) shall be provided as part of the rental consideration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the leased premises. The date of substantial completion shall be on or before 90 calendar days following the Government's issuance of Tenant Improvement Notice to Proceed and continuing for a term of 10 years, subject to terms stated within.



3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

Term Months	Shell Per RSF	Base Operating Cost Per RSF	Rate Per RSF	Amortized Tenant Improvement Allowance Per RSF	Annual Rent	Monthly Rent Payable in Arrears	Broker Commission Credit
1-7	\$0.00	\$0.00	\$19.18	\$0.00	\$121,236.78	\$0.00	
8	\$8.59	\$6.41	\$19.18	\$4.18	\$121,236.78	\$5,578.29	
9	\$8.59	\$6.41	\$19.18	\$4.18	\$121,236.78	\$5,578.29	
10	\$8.59	\$6.41	\$19.18	\$4.18	\$121,236.78	\$5,578.29	
11	\$8.59	\$6.41	\$19.18	\$4.18	\$121,236.78	\$5,578.29	
12	\$8.59	\$6.41	\$19.18	\$4.18	\$121,236.78	\$9,642.49	
13-31	\$8.59	\$6.41	\$19.18	\$4.18	\$121,236.78	\$10,103.06500	
32-55	\$9.09	\$6.41	\$19.68	\$4.18	\$124,397.28	\$10,366.44000	
56-79	\$9.59	\$6.41	\$20.18	\$4.18	\$127,557.78	\$10,629.81500	
80-84	\$10.09	\$6.41	\$20.68	\$4.18	\$130,718.28	\$10,893.19000	
85-103	\$10.09	\$6.41	\$20.68	\$4.18	\$130,718.28	\$10,893.19000	
104-120	\$10.59	\$6.41	\$21.18	\$4.18	\$133,878.78	\$11,156.56500	

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 4TX0588. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Russell Clark Realty Company
139 West Oak Lane
Salem, UT 84653
Att: Robert B. Clark

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4. The Government may terminate this lease at any time in whole or in part after the 7th year by giving at least sixty (60) 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.

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

~~provided notice be given in writing to the Lessor at least _____ 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.~~

PARAGRAPH 5 IS DELETED WITHOUT SUBSTITUTION

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

a. Facilities, services, utilities, maintenance, parking and tenant improvements shall be provided in accordance with the terms of the attached Solicitation for Offers 4TX0588.

7. The following are attached and made a part hereof:

Sheets 3 & 4 containing paragraphs 9-19 to Lease GS-07B-16651 (2 pages)

Exhibit A, Base Plans (1 page)

Exhibit B, Legal Description (1 page)

Solicitation For Offers 4TX0588 (45 pages)

Special Requirements (8 pages)

General Clauses GSA Form 3517B (Rev. 7/05) (33 pages)

Representations and Certifications GSA Form 3518 (Rev. 7/04) (7 pages)

8. The following changes were made in this lease prior to its execution:

Paragraph 5 was deleted in its entirety without substitution

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

LESSOR Russell Clark Realty Company

By: *Robert B. Clark*

Its: *Secretary*

BY

[Signature]
(Signature)

7-7-09

(Signature)

IN PRESENCE OF:

[Signature]
(Signature)



BARRY H. DRAGE
NOTARY PUBLIC-STATE OF UTAH
674 EAST 400 NORTH
SPANISH FORK, UT 84660
COMMISSION EXPIRES 07-10-2010

UNITED STATES OF AMERICA

BY

[Signature]
(Signature)

GENERAL SERVICES ADMINISTRATION

Contracting Officer

General Services Administration

J.J. "Jake" Pickle Federal Building

300 E. Eighth Street, Suite G150

Austin, TX 76102

(Official title)

Sheet 3, Attached to and made part of Lease GS-07B-16651
The Offices at Green Oaks – 1950 N.E. Green Oaks, Arlington, Texas

9. In accordance with provisions of Paragraphs 4.2 Tax Adjustments, 4.3 Operating Costs, and 4.4 Adjustment for Vacant Premises of the Solicitation For Offers 4TX0588, the following parameters are established:

(a) The lease is subject to annual operating cost escalations. The base cost of services is established at \$40,498.00 (\$6.41) for 6,321 rentable square feet.

(b) The lease is subject to real estate tax escalation. For tax escalation in accordance with terms of Paragraph 4.2 the percentage of occupancy is 17.71%.

(c) The Adjustment for Vacant space is \$.80 per ABOA square foot.

10. In accordance with Paragraph 4.6 Overtime Usage, the overtime HVAC service will be provided at the rate of \$25.00 per hour. Overtime rates shall not be paid during normal building operation hours of 8:00 a.m. to 6:00 pm, Monday through Friday.

11. Janitorial cleaning/maintenance is to be performed during daytime tenant working hours, Monday thru Friday excluding Federal holidays.

12. In accordance with Section 4.1 Common Area Factor of SFO 4TX0588, the Common Area Factor is established as 1.05%.

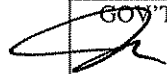

13. In the event the actual amount of space exceeds 6,020 ABOA square feet, there will be no additional cost to the Government. If the actual amount of space is less than 6,020 ABOA square feet, the rent shall be decreased accordingly.

14. The rental consideration includes all costs for the warm lit shell as defined by the Solicitation For Offers, and all costs for tenant finish as defined by the Solicitation For Offers. All requirements as defined by the Solicitation For Offers and lease will be met without additional cost.

15. The tenant buildout will conform to the specifications in SFO 4TX0588 and are to be provided by the Lessor as part of the total rental payment. The tenant buildout costs of \$207,750.00 are amortized for a period of 120 months at 5.0%. Lessor acknowledges that it has elected to amortize the tenant buildout amount over the entire lease term at its sole risk. Therefore, Lessor agrees that should the Government terminate the lease in whole or in part at any time following the 7th lease year, the Lessor shall not be reimbursed by the Government for any Tenant Improvement costs associated with the aforementioned Tenant Improvement Allowance.

16. In accordance with Paragraph 2.2 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) [REDACTED] when the Lease is awarded and (ii) [REDACTED] upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.2, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

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Sheet 4, Attached to and made part of Lease GS-07B-16651
The Offices at Green Oaks – 1950 N.E. Green Oaks, Arlington, Texas

The shell rental portion of the annual rental payments (\$54,297.39 / 12 months = \$4,524.78 per month) due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the eighth month of the rental payments and continue throughout the twelfth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

Month 8:	\$10,103.07 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Eighth Month's Rent
Month 9:	\$10,103.07 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Ninth Month's Rent
Month 10:	\$10,103.07 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Tenth Month's Rent
Month 11:	\$10,103.07 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Eleventh Month's Rent
Month 12:	\$10,103.07 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Twelfth Month's Rent

17. All questions pertaining to this Lease shall be referred to the Contracting Officer of 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 authorized **in writing** by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

18. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new leases/contracts not later than January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

19. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the lease space and / or any subsequent modifications required during the lease period. At the Government's sole discretion alterations will remain in the leased space after termination of the lease contract and will become property of the Lessor.

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