

US GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

9-10-96

LEASE NO.

GS-07B-14444 - 14420

THIS LEASE, made and entered into this date by and between DHP Limited a Partnership (KWW, L.C., General Partner, and otherwise comprised as shown on Attachment A to this lease.)

whose address is 8 East Broadway, suite 200  
Salt Lake City, Utah 84111

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 considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises: 253,160 occupiable square feet of space and 87 garage parking spaces in Employers Insurance Building, 1301 Young Street, Dallas, Texas, said space being more particularly described in the attached floor plan designated Exhibit B,

to be used for such purposes as determined by General Services Administration

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on not more than 240 days after the Government signs the lease through 10 years, subject to termination and renewal rights as may be hereinafter set forth.

~~3. The Government shall pay the Lessor annual rent of \$ \_\_\_\_\_~~  
~~Deleted~~

at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ in arrears.

~~Rent for a lesser period shall be prorated. Rent checks shall be made payable to: See paragraph 9 on Sheet 3~~

~~4. The Government may terminate this lease in its entirety or on a floor by floor basis at any time during the renewal period by giving at least 180 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: One 10-year period at the rate of \$21.13 per occupiable square foot for office space and \$13.00 per occupiable square foot for storage space, said rates to be adjusted for operating expense adjustments which occurred during the initial term,

provided notice be given in writing to the Lessor at least 180 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.



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

- A. Facilities, services, utilities, and maintenance as described in Solicitation for Offers STX94418, as proposed by the Lessor in response thereto, and as further defined on a layout to be provided by the Government.
- B. Prior to the beginning of the term, the Lessor shall prepare the space in accordance with floor plans to be provided by the Government.
- C. Prior to the beginning of the term, the Lessor shall take action to correct six fire safety deficiencies and one environmental deficiency identified in Attachment B (7 pages).
- D. Prior to the beginning of the term, the Lessor shall bring the building into full compliance with handicap accessibility requirements of Solicitation for Offers STX94418.
- E. The lease is subject to operating cost adjustment in accordance with paragraph 3.6 of solicitation for Offers STX9418. The base cost shall be \$5.60 per occupiable square foot.
- F. The Government shall occupy 89.3% of the building for tax adjustment purposes. The legal description for tax purposes is at Attachment C.
- G. When ordered in accordance with paragraph 7.3 of Solicitation for Offers STX94418, the lessor shall provide overtime heat and air-conditioning in consideration of reimbursement at the rate of \$50.00 per hour per floor, not to exceed \$150.00 per hour.
- H. In accordance with paragraph 3.14 of Solicitation for Offers STX94418, the rental shall be reduced by \$3.00 per occupiable square floor per annum for vacant space.

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

Sheet 3 containing paragraphs 9-10. Solicitation for Offers STX94418(39 pages); Special Requirements (4 pages); Special Requirements for Option C (16 pages);Amendment 1 (12 pages); Amendment 2 (1 page); Amendment 3 (4 pages); Amendment 4 (1 page plus 6 pages Physical Fitness Center Cleaning and Quality Requirements); Amendment 5 (1 page); Amendment 6 (2 pages); Amendment 7 (2 pages); Vending Facilities for 1301 Young (3 pages); General Clauses GSA Form 3517 (Rev 4/96)(24 pages); Representations and Certifications GSA Form 3518 (Rev 4/96)(6 pages); Subcontracting Plan (6 pages); Unit Price List (4 pages); Lump Sum Price List (9 pages); Attachment 1a(1 page); Attachment 2a(3 pages);Attachment D(1 page) Attachment T (6 pages); Attachment U (5 pages); Attachment V (4 pages); Exhibit W (24 pages) ; Lease Attachment A(Identification of Partners); Lease Attachment B(Fire Safety and Environmental Deficiencies); Lease Attachment C(Legal Description)(3 pages); Lease Attachment D (Floor Plans)(14 pages);

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

Paragraph 3 was deleted in its entirety and Paragraph 9 substituted therefor

The Government will accept 8' ceiling height in raised floor area(s).

The Government waives requirement for cabletray where underfloor duct is used.

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

LESSOR DHP Limited Partnership, KWW, L.C. General Partner

BY \_\_\_\_\_ (Signature)

IN \_\_\_\_\_ (Address)

UNITED STATES OF AMERICA

BY \_\_\_\_\_ (Signature)

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
819 TAYLOR STREET  
FORT WORTH, TX 76102  
(Official title)

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- A. Facilities, services, utilities, and maintenance as described in Solicitation for Offers STX94418, as proposed by the Lessor in response thereto, and as further defined on layout to be provided by the Government.
- B. Prior to the beginning of the term, the Lessor shall prepare the space in accordance with floor plans to be provided by the Government.
- C. Prior to the beginning of the term, the Lessor shall take action to correct six fire safety deficiencies and one environmental deficiency identified in Attachment B (7 pages).
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- The Government will accept 8' ceiling height in raised floor area(s).
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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: DWR Limited Partnership, L.P. General Partner

BY: [Redacted] (Signature)

IN THE PRESENCE OF: [Redacted] [Redacted]

UNITED STATES OF AMERICA BY: [Redacted] CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION 819 TAYLOR STREET FORT WORTH, TX 76102 (Official title)

9. The Government shall pay the Lessor annual rent of \$17.33 per occupiable square foot of office space and \$10.00 per occupiable square foot of storage space for year ~~1-3~~; the Government shall pay the Lessor annual rent of \$17.83 per occupiable square foot of office space and \$10.00 per occupiable square foot of storage space for years ~~4-10~~. In the event the Government accepts the space for beneficial occupancy not later than April 1, 1997, the Government shall pay the Lessor annual rent of \$16.33 per occupiable square foot of office space and \$10.00 per occupiable square foot of storage space for year 1; \$17.33 per occupiable square foot of office space and \$10.00 per occupiable square foot of storage space for years 2-3; and \$17.83 per occupiable square foot of office space and \$10.00 per occupiable square foot of storage space for years 4-10. One-twelfth of the annual rental shall be paid monthly in arrears. Rent for less than one month shall be prorated. Rent checks shall be made payable to DHP Limited Partnership, 8 East Broadway, Suite 200, Salt Lake City, Utah 84111.

10. Upon request by the Government, the Lessor shall provide up to ~~308~~ parking spaces in adjacent surface lots and/or garage or within 3 blocks as outlined in the best and final. Said parking spaces shall be provided in consideration of \$65 per month per space to be paid by the Government to the Lessor as part of the monthly rental. The Government shall have the right to continue leasing said parking spaces during the renewal period at the same rate of \$65 per month per space. The Government will notify Lessor within 180 days after occupancy on their total parking needs. Said number of parking spaces will be paid by the Government for the remainder of the lease term. If the Government needs less than the 308 spaces the requirement will be reduced to the number the Government requests within the 180 days after occupancy.

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