

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

4-13-09

LEASE NO.

GS-06P-16562

THIS LEASE, made and entered into this date by and between FIRST FINANCIAL BANK, N.A.

Whose address is 400 PINE STREET
ABILENE, TX 79604-0701

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:

A total of 4,132 rentable square feet (RSF) of office and related space, which yields 3,770 ANSI/BOMA Office Area square feet (USF) of space at First Financial Bank Building, 400 Pine Street, Abilene, TX to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 4 parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning upon execution by the Government for fifteen years, ten years firm, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$78,425.36 (\$18.98/RSF - \$20.80/USF) at the rate of \$6,535.45 per month in arrears.

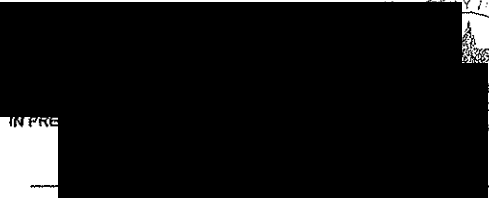
Rent for a lesser period shall be prorated. Rent checks shall be made payable to:



4. The Government may terminate this lease in whole or in part at any time after the end of the firm term by giving at least 120 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.

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

LESSOR



NORMA J. CANO
Notary Public, State of Texas
My Commission Exp 04-26-09
Robert J. Mangione
Contracting Officer
(Title)



Contracting Officer, General Services Administration

5. INTENTIONALLY DELETED.

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 6TX0483 dated July 21, 2008.

B. Build out in accordance with standards set forth in SFO 6TX0483 dated July 21, 2008, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.

C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

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

A. Solicitation for Offers 6TX0483 dated July 21, 2008.

B. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05)

C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)

8. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$135,795.40 (3,770 USF x \$36.01) shall be amortized through the rent for 10 years at the rate of 6%. The total annual cost of Tenant Improvements for the amortization period shall be \$18,091.32.

9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 2.418538%.

10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$5.00/RSF (\$20,660.00/annum).

11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.09602 (4,132 RSF/3,770 USF).

12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$10.50/USF/year for vacant space (rental reduction).

13. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$55.00 per hour for the entire building or any portion thereof.

14. The Lessor hereby waives restoration.

15. The amount of [REDACTED] for the Tenant broker's fee is established based upon a negotiated commission rate of [REDACTED] of the firm term value of this lease. The amount of [REDACTED] which is [REDACTED] of the [REDACTED] will be deducted from the shell portion of the rent until it has been refunded to the Government. This calculates to a rental reduction of [REDACTED] per month for three (3) months from the effective date of the lease. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker as follows: Fifty percent (50%) is due and payable within 30 days of lease award and the remaining fifty percent (50%) is payable on space acceptance to: The Staubach Company, 1801 K Street, NW, Washington, DC 20006.

LESSOR

UNITED STATES OF AMERICA

BY

(Initial)

BY

(Initial)