

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

*August 24, 2009*

LEASE NO. GS-07B-16643

THIS LEASE, made and entered into this date by and between ABEC GROUP, INC.

Whose address is 2315 IDLEWOOD DRIVE  
ARLINGTON, TEXAS 76014

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 7,302 rentable square feet (RSF) of office and related space, which yields 6,600 ANSI/BOMA Office Area square feet (USF) of space in a building to be constructed at [Street Address to be Determined] Medical Drive, Palestine, Texas 75801 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 34 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 completion and acceptance of the work required by this lease and continuing for a period of 15 years, with a firm term of 10 years, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$267,620.81 (\$36.65/RSF - \$40.55/USF) at the rate of \$22,301.73 per month in arrears for years 1 - 10, which is comprised of annual shell rent of \$178,625.11 (\$24.46/RSF - \$27.06/USF) at the rate of \$14,885.43 per month; annual operating expenses of \$45,089.00 (\$6.18/RSF - \$6.83/USF) at the rate of \$3,757.42 per month; and annual amortized tenant improvements and Building Security Amortized Costs (BSAC) of \$43,906.70 (\$6.01/RSF - \$6.65/USF) at the rate of \$3,658.89 per month.

For years 11 - 15, the Government shall pay the Lessor annual rent of \$ 253,930.00 (\$34.78/RSF - \$38.47/USF) at the rate of \$21,160.83 per month in arrears, which is comprised of annual shell rent of \$208,841.00 (\$28.60/RSF - \$31.64/USF) at the rate of \$17,403.42 per month and annual operating expenses of \$45,089.00 (\$6.17/RSF - \$6.83/USF) at the rate of \$3,757.42 per month.

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

ABEC GROUP, INC.  
2315 IDLEWOOD DRIVE  
ARLINGTON, TEXAS 76014

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 90 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.

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BY

*President*  
(Title)  
*PO Box 1154 STOCKTON MO*  
(Address) *65785*

Contracting Officer, General Services Administration  
(Official Title)

5. Cost adjustments and termination rights shall be adjusted to coincide with any revised actual commencement date. The commencement date, as stated in Paragraph 2 above, is the estimated commencement date. The actual commencement date will be established by Supplemental Lease Agreement to the lease, if necessary. The lease will then be in effect for 15 years, 10 years firm, subject to termination rights as specified in Paragraph 4 above. The anniversary date for annual escalations, operating cost adjustments, and termination rights shall be adjusted to coincide with any revised actual commencement date.

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 No. 5TX0481 dated November 20, 2007.

B. Build out in accordance with standards set forth in SFO No. 5TX0481 dated November 20, 2007, 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 No. 5TX0481 dated November 20, 2007.

B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 7/05).

C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/06).

D. Proposed building CAD files.

8. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$227,758.61 (6,600 USF x \$34.508880) shall be amortized through the rent for 10 years at the rate of 7.75%. In addition, BSAC in the total amount of \$77,122.00 shall also be amortized through the rent for 10 years at 7.75%. The total combined annual cost of Tenant Improvements and BSAC for the amortization period shall be \$43,906.70.

9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 100%.

10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$6.17/RSF (\$45,089.00/annum).

11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.106 (7,302 RSF/6,600 USF).

12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$2.50/USF for vacant space (rental reduction).

13. In accordance with the SFO Paragraph entitled *Overtime Usage*, overtime shall be provided at no additional cost to the Government.

14. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

First Month's Rental Payment of \$22,301.73 minus one third of the Commission Credit [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$22,301.73 minus one third of the Commission Credit [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment of \$22,301.73 minus one third of the Commission Credit [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

The Lessor hereby waives restoration.

LESSOR

UNITED STATES OF AMERICA

BY



(Initial)

BY



(Initial)