

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

10-15-2009

LEASE NO. GS-07B-16657

THIS LEASE, made and entered into this date by and between Mills Plaza Properties, LP.

whose address is **123 Mills Avenue, Suite 600
El Paso, TX 79901-1311**

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:

22,815 rentable square feet (19,500 ANSI/BOMA Office Area square feet) of space in the Mills Building at 303 N. Oregon in El Paso, Texas, (as described in Exhibit B attached hereto), and thirty-six (36) secured reserved garage parking spaces for official vehicles. The thirty-six (36) reserved garage parking spaces 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 but not to exceed 120 calendar days following the Government's issuance of Tenant Improvement Notice to Proceed and continuing for a term of 20 years, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ _____

at the rate of \$ _____ per _____ in
arrears:

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

PARAGRAPH 3 IS DELETED AND REPLACED BY PARAGRAPH 9.

4. The Government may terminate this lease at any time in whole or in part after the 10th year of occupancy by giving at least one-hundred twenty (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.

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

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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 7TX2640 and as proposed by the Lessor in response thereto.
 - b. In accordance with paragraph 4.3 of Solicitation for Offers 7TX2640, this lease is subject to annual operating cost adjustments. The base cost of services is established at \$6.94 per rentable square foot.
 - c. In accordance with Exhibit C, paragraph 4.2 Taxes Pre-Established Base (JAN 2009), this lease is subject to real estate tax adjustment. The base tax amount is \$207,609.00. The percentage of occupancy is 13.2834%.
 - d. In accordance with paragraph 4.4 of Solicitation for Offers 7TX2640, the Adjustment for Vacant space is \$1.23 ABOA square foot.
 - e. In accordance with paragraph 4.6 of Solicitation for Offers 7TX2640, overtime HVAC service will be provided at the rate of \$30.00 per hour. Overtime shall not be charged during normal building hours of operation or during the hours of operation set out in paragraph 4.5 of Solicitation for Offers 7TX2640.
 - f. Janitorial cleaning/maintenance is to be performed during tenant working hours, Monday thru Friday excluding federal holidays.
 - g. In accordance with Section 4.1 Measurement of Space of SFO 7TX2640, the Common Area Factor is established as 1.17%.
 - h. Fees applicable to tenant improvements shall not exceed:
 - General Conditions - 4%
 - General Contractor - 8%
 - Architectural/Engineering - 6%
 - Lessor Project Management Fee - 5%
7. The following are attached and made a part hereof:
- Sheets 3 and 4 containing paragraphs 9-14
 - Solicitation For Offers 7TX2640 (107 pages)
 - Amendment #1 (1 page)
 - General Clauses GSA Form 3517B (Rev. 7/05) (33 pages)
 - Representations and Certifications GSA Form 3518 (Rev. 7/04) (7 pages)
 - Exhibit A, Base Plans (1 page)
 - Exhibit B, Legal Description (1 page)
 - Exhibit C, 4.2 Taxes Pre-Established Base (JAN 2009) (3 pages)
 - Unit Price List (1 page)
 - Security Unit Price List (2 pages)
8. The following changes were made in this lease prior to its execution:
- Paragraph 3 was deleted and replaced in its entirety with Paragraph 9.
 - Paragraph 5 was deleted in its entirety without substitution.
 - Paragraph 4.2 of SFO 7TX2640 was deleted and replaced in its entirety with Exhibit C attached hereto.

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

LESSOR **Mills Plaza Properties, LP**
 By: *By: Full Acquisition SP LLC*
 Its: *Its: G*

BY _____ (Signature)

IN PRESENCE OF:
 _____ (Signature) _____ (Address)

UNITED STATES OF AMERICA

 GENERAL SERVICES ADMINISTRATION
 Contracting Officer
 General Services Administration
 819 Taylor Street
 Ft. Worth, TX 76102
 _____ (Official title)

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

Term Years	Shell Per RSF	Base Operating Cost Per RSF	Amortized Tenant Improvement Allowance Per RSF	Amortized Building Specific Sec. Per RSF	Rate Per RSF	Annual Rent	Monthly Rent Payable in Arrears
1-5	\$14.5267348	\$6.9419242	\$3.5540175	\$0.0219871	\$25.0446636	\$571,394	\$47,616.17
6-10	\$16.4356982	\$6.9419242	\$3.5540175	\$0.0219871	\$26.9536270	\$614,947	\$51,245.58
11-15	\$18.5954854	\$6.9419242	\$0.0000000	\$0.0000000	\$25.5374096	\$582,636	\$48,553.00
16-20	\$21.0390971	\$6.9419242	\$0.0000000	\$0.0000000	\$27.9810213	\$638,387	\$53,198.92

Rent for less than 1 month shall be prorated. Rent shall be made payable to:

Mills Plaza Properties, LP
 123 Mills Avenue, Suite 600
 El Paso, TX 79901-1311

10. In the event the actual amount of space exceeds 19,500 usable square feet, there will be no additional cost to the Government. If the actual amount of space is less than 19,500 usable square feet, the rent shall be decreased accordingly.

11. The tenant improvements will conform to the specifications in SFO 7TX2640 and are to be provided by the Lessor as part of the total rental payment. The tenant buildout costs of \$533,415.90 are amortized for a period of 120 months at 9.0%. The Building Specific Security costs of \$3,300 are amortized for a period of 120 months at 9.0%.

12. In accordance with Paragraph 2.4 (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) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) 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 1.13, 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:

The shell rental portion of the annual rental payments (\$331,427.45 / 12 months = \$27,618.95 per month) due and owing 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 throughout the fifth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- Month 1: \$47,616.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
- Month 2: \$47,616.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
- Month 3: \$47,616.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

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Month 4: \$47,616.17 minus prorated Commission Credit of [REDACTED] equals
[REDACTED] adjusted Fourth Month's Rent
Month 5: \$47,616.17 minus prorated Commission Credit of [REDACTED] equals
[REDACTED] adjusted Fifth Month's Rent

13. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

14. 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.

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