

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

*June 9, 2010*

LEASE NO.

GS-07B-16730

THIS LEASE, made and entered into this date by and between **15109 HEATHROW FOREST, LLC**

Whose address is 2537 S. GESSNER ROAD, STE 220  
HOUSTON, TX 77063-2032

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 22,469 rentable square feet (RSF) of office and related space, which yields 19,163 ANSI/BOMA Office Area square feet (USF) of space at 15109 Heathrow Forest, Houston, TX to be used for such purposes as determined by the General Services Administration. The legal description of the property is also provided in Attachment A to the lease. Included in the rent at no additional cost to the Government are 88 on-site surface parking spaces for use by 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 ten (10) years, with a firm term of seven (7) years, subject to termination rights as may be hereinafter set forth. The actual lease term dates will be forth established by Supplemental Lease Agreement upon beneficial occupancy.

3. The Government shall pay the Lessor annual rent of \$587,008.36 at the rate of \$48,917.36 per month in arrears for years 1 – 7, which consists of annual operating costs of \$125,145.39 at the rate of \$10,428.78 per month and annual amortized tenant improvements of \$86,405.98 at the rate of \$7,200.50 per month.

For years 8 – 10, the Government shall pay the Lessor annual rent of \$612,930.15 at the rate of \$51,077.51 per month in arrears, which consists of annual operating costs of \$125,145.39 at the rate of \$10,428.78 per month. This amount does not include the cumulative annual CPI adjustments paid under this lease.

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

15109 HEATHROW FOREST, LLC  
2537 S GESSNER RD, STE 220  
HOUSTON, TX 77063-2032

4. Government may terminate this lease in whole or in part at any time on or after the seventh (7<sup>th</sup>) year by giving at least 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.

IN WITNESS WHEREOF

I, \_\_\_\_\_, have hereunto subscribed their names as of the date first above written.

LESSOR  
15019

BY \_\_\_\_\_

*MANAGER OF B.N*  
(Title)

*2537 S Gessner Rd #220 Houston Tx*  
(Address) *77063*

Contracting Officer, General Services Administration

~~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 XX 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 intentionally stricken through.~~

- 6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
  - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 6TX0033 dated August 6, 2009.
  - B. Build out in accordance with standards set forth in SFO 6TX0033 dated August 6, 2009 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.
  - 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 6TX0033 dated August 6, 2009.
  - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [9/01])
  - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [9/01])
  - D. Sheet No. 3, Paragraphs 17 ~ 18 were added.
  - E. Attachment A - Legal Description of Property

- 8. The following changes were made in this lease prior to its execution:
  - A. Paragraph 5 was intentionally deleted.
  - B. Paragraphs 9 through 19 were added.

9. In accordance with the SFO paragraph entitled *Tenant Improvements Included In Offer*, Tenant Improvements in the total amount of \$604,841.77 (19,163 USF x \$31.5630) shall be amortized through the rent for 7 years at the rate of 0.00%. The total annual cost of Tenant Improvements for the amortization period shall be \$86,405.98.

10. Tax Adjustment: Pursuant to Paragraph 4.2, "Tax Adjustment (AUG 2008)," for purposes of tax escalation, the Government occupies 22,469 / 63,594 (35.33%) rentable square feet. Base year taxes are established at \$44,935.52. Taxes shall be increased or decreased from the base pursuant to annual adjustment per Section 4.2 of the SFO.

11. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$125,145.39 per annum. Cost of Living Index adjustments will apply.

12. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.1725 (22,469 RSF/19,163 USF).

13. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.00/USF for vacant space (rental reduction).

14. In accordance with the SFO Paragraph entitled *Overtime Usage*, The rate for overtime usage is established as \$50.00 per hour for the entire building or any portion thereof. If ordered and authorized by the Contracting Officer, or his designated representative, the Lessor will provide overtime HVAC services beyond the normal building hours of 7:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 1:00 p.m. on Saturday of each week, except for federal holidays.

15. The Lessor hereby waives restoration.

LESSOR

UNITED STATES OF AMERICA

BY

(Initial)

BY

(Initial)

16. All questions pertaining to this Lease shall be referred to the Contracting Officer of the 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 any other authorized cost in writing by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, changes of scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

17. In accordance with SFO Paragraph 2.3, entitled *Broker Commission and Commission Credit*, Jones Lang LaSalle Americas, Inc. ("Jones Lang LaSalle") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Jones Lang LaSalle 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 SFO Paragraph 2.3, only [redacted], which is [redacted] of the Commission, will be payable to Jones Lang LaSalle when the Lease is awarded. The remaining [redacted], which is [redacted] of the Commission, shall be credited to the shell portion of the annual rental payments beginning in the first full month and continuing until fully recaptured.

18. 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.

19. 24 Hour Rooms: The "Overtime Usage" Rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day as specified by the Lease. The charges for heating and cooling of these areas shall be provided at the rate of \$20.00 per hour after "Normal Hours."

LESSOR

UNITED STATES OF AMERICA

BY



(Initial)

BY



(Initial)