

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

7/21/10

LEASE NO

GS-07B-16770

THIS LEASE, made and entered into this date by and between 2001 GREEN OAKS, LTD.

Whose address is 2005 NE GREENOAKS BLVD STE 100
ARLINGTON, TX 76006-3291

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 8,557 rentable square feet (RSF) of office, storage and related space, which yields 7,851 ANSI/BOMA Office Area square feet (USF) of space in the building located at The Offices @ Forest Hills, 2005 NE Green Oaks Blvd, Arlington, Texas 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 24 parking spaces for exclusive use of patrons, of which 4 parking spaces are reserved exclusively for Government use.

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. The date of substantial completion shall be on or before 90 calendar days following the Government's issuance of Tenant Improvement Notice to Proceed and continuing for a term of 10 years, subject to terms stated within.

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

Term Months	Base Operating Cost Per RSF	Rate Per RSF	Amortized Tenant Improvement Allowance Per RSF	Annual Rent	Monthly Rent Payable in Arrears
1-31	\$6.45	\$17.59	\$2.55	\$150,517.63	\$12,543.14
32-55	\$6.45	\$18.09	\$2.55	\$154,796.13	\$12,899.68
56-79	\$6.45	\$18.59	\$2.55	\$159,074.63	\$13,256.22
80-103	\$6.45	\$19.09	\$2.55	\$163,353.13	\$13,612.76
104-120	\$6.45	\$19.59	\$2.55	\$167,631.63	\$13,969.30

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

2001 GREEN OAKS, LTD.
2005 NE GREEN OAKS BLVD., STE 100
ARLINGTON, TX 76006-3291

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

LESSOR

2001 GREEN OAKS, LTD.

BY

Pres. of the General Partner
(Title)

PO Box 200158 Arlington TX 76006
(Address)

MARY L. HEWSON
Contracting Officer, General Services Administration
(Official Title)

4. The Government may terminate this lease at any time on or after the seventh year of this lease 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.

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 60 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 to the rental consideration, the following:

A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 4TX0588 dated September 7, 2008.

B. Build out in accordance with standards set forth in SFO 4TX0588, 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 4TX0588 dated September 7, 2008 and all amendments including Amendments #1 & #2.

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

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

D. Legal Description of leased premises.

E. Space Plan - 2 pages

8. Paragraph 5 was deleted without replacement

9. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$162,020 (7,851 USF x \$20.00, plus additional \$5,000.00) shall be amortized through the rent for 10 years at the rate of 6.25%. The total annual cost of Tenant Improvements for the amortization period shall be \$21,825.78. Lessor acknowledges that it has elected to amortize the tenant improvement amount over the entire lease term at its sole risk. Therefore, Lessor agrees that should the Government terminate the lease in whole or in part at any time on or after the 7th lease year, the Lessor shall not be reimbursed by the Government for any Tenant Improvement costs associated with the aforementioned Tenant Improvement Allowance.

10. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 26.77%.

11. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$6.45/RSF (\$55,196.65/annum).

12. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.0899 (8,557 RSF/7,851 USF).

13. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$0.80/USF for vacant space (rental reduction).

14. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$25.00 per hour for the entire building or any portion thereof.

15. Janitorial cleaning/maintenance is to be performed during daytime tenant working hours, Monday thru Friday excluding Federal Holidays.

16. 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 the 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.

17. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this Lease or any extensions. Alterations completed by either the Government or the Lessor including initial build out of the leased space and/or any subsequent modifications required during the lease period. At the Government's sole discretion, alterations will remain in the leased space after termination of the lease contract and will become property of the Lessor.

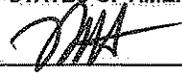
LESSOR

UNITED STATES OF AMERICA

BY _____


(Initial)

BY _____


(Initial)