

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

10/26/10

LEASE NO.

GS-07B-16789

THIS LEASE, made and entered into this date by and between TR Atrium, LP

whose address is 1600 North Collins Boulevard, Suite 1500  
Richardson, Texas 75080

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:

A total of 37,119 rentable square feet (rsf) of office and related space, which yields 31,741 ANSI/BOMA Office Area square feet of space located on the first and second floors of the offices at 4500 Fuller Drive, Irving, Texas 75038-6529 (See Exhibit C - Legal Description, 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 eight (8) onsite structured, reserved and secured parking spaces and one hundred eighty-seven (187) parking spaces for use by employees and visitors.

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 fifteen (15) years, with a firm term of ten (10) years, subject to termination and renewal rights as may be hereinafter set forth. The actual lease term dates will be established by a subsequent Supplemental Lease Agreement.

3. The Government shall pay the Lessor total annual rent of \$753,644.23 (\$20.30/RSF - \$23.74/USF) at the rate of \$62,803.69 per month in arrears for years 1 through 10, which consists of annual Shell rent of \$401,256.40 (\$10.81/RSF - \$12.64/USF) at the rate of \$33,438.03 per month; annual Operating Costs of \$183,367.86 (\$4.94/RSF - \$5.78/USF) at a rate of \$15,280.66 per month; annual amortized Building Specific Security Cost of \$9,545.08 (\$0.26/RSF - \$0.30/USF) at a rate of \$795.42 per month and annual amortized Tenant Improvements of \$159,474.89 (\$4.30/RSF - \$5.02/USF) at a rate of \$13,289.57 per month.

For years 11-15, the Government shall pay the Lessor total annual rent of \$668,142.00 (\$18.00/RSF - \$21.05/USF) at the rate of \$55,678.50 per month paid in arrears. The total annual rent consists of annual Shell rent of \$484,774.14 (\$13.06/RSF - \$15.27/USF) at the rate of \$40,397.85 per month plus annual Operating Costs of \$183,367.86 (\$4.94/RSF - \$5.77/USF) at a rate of \$15,280.66 per month with annual CPI adjustments.

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

TR Atrium, LP  
1600 North Collins Boulevard, Suite 1500  
Richardson, TX 75080

4. The Government may terminate this lease in whole or in part effective at any time after the tenth (10th) year of this lease by giving at least ninety (90) days' prior notice, in writing, to the Lessor. No rental shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the date of the mailing.

~~5. This lease may be renewed at the option of the Government for the following rentals:~~

~~Provided notice shall 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.~~

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 8TX2640 dated March 9, 2010.

- B. Build out in accordance with standards set forth in the Solicitation for Offers 8TX2640 dated March 9, 2010, as amended, and the Government's Design Intent Drawings. Government space plans shall be developed subsequent to award within twenty (20) working days. All tenant alterations and improvements shall be completed by the date identified in Paragraph 9 of this SF-2.
- C. The Lessor hereby waives restoration of the leased premises.
- D. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
- E. Adequate space for telecommunications antennae and transmission devices in accordance with the Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

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

- Solicitation for Offers (SFO) 8TX2640 dated March 9, 2010
- GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05])
- GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
- Exhibit A: Special Requirements for Solicitation for Offers 8TX2640 dated March 9, 2010
- Exhibit B: Pre-Lease Security Plan
- Exhibit C: Legal description.
- Exhibit D: Electronic Funds Transfer -- ACH Form
- Exhibit E: Amendment #1

8. The following changes were made in this lease prior to its execution:

Paragraph 5 is intentionally omitted and has been struck through. Paragraphs nine (9) through eighteen (18) are added.

- 9. **Budget and Price Proposals/Construction Schedule:** Pursuant to Paragraph 5.11, "Construction Schedule and Acceptance of Tenant Improvements," the Lessor shall have one hundred and ninety (190) working days from the receipt of the Government Approved Design Intent Drawings to complete the build-out of the entire leased premise and have the space available for inspection and acceptance by the Government. All items specified in Lease Agreement and as delineated on the Government Approved Design Intent Drawings shall be provided by the Lessor.
- 10. **Percentage of Occupancy:** The lease is subject to Real Estate Tax reimbursement as provided for in the Paragraph Tax Adjustment of the SFO. For tax adjustments, the percentage of occupancy is established at 20.55%. The base year tax statement will be submitted within 60 calendar days after Lessor's payment of taxes to establish the base tax year. If the statement is for multiple parcels or buildings, the value of each property shall be defined.
- 11. **Operating Cost:** In accordance with the SFO paragraph entitled "Operating Costs," the escalation base is established as \$4.94/RSF or \$183,367.86 (37,119 rsf X \$4.94).
- 12. **Common Area Factor:** In accordance with the SFO paragraph entitled "Common Area Factor," the common area factor is established as 1.17% (37,119 RSF/31,741 USF).
- 13. **Adjustment for Vacant Premises:** In accordance with the SFO paragraph entitled "Adjustment for Vacant Premises," the adjustment is shall be a reduction of \$0.00/ANSI-BOMA Office Area for vacant space.
- 14. **Overtime HVAC Usage:** In accordance with the SFO Paragraph entitled Overtime Usage, the rate for Overtime Heating and Cooling is established at \$50.00 per hour for the entire Government leased premise. The Lessor shall not charge the Government for Overtime Heating and Cooling if the building is open and the Heating and Cooling is operating for all other tenants beyond the Normal Hours stipulated in this agreement. The Overtime Heating and Cooling Usage rate 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 agreement.
- 15. **Central Contractor Registration (CCR)/ACH Form:** Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) (See Exhibit D) shall be required on all existing and new lease/contracts that became effective no later than January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

In accordance with the SFO paragraph entitled "Central Contractor Registration," the Lessor shall register by the time of the full execution of this Lease Agreement.

- 16. **Commission Credit:** The Lessor and the Broker have agreed to a cooperating lease commission. 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 to the Government. 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 \$62,803.69 minus prorated Commission Credit of [redacted] equals [redacted] as the adjusted First Month's Rent.

Second Month's Rental Payment \$62,803.69 minus prorated Commission Credit of [redacted] equals [redacted] as the adjusted Second Month's Rent.

Third Month's Rental Payment \$62,803.69 minus prorated Commission Credit of [redacted] equals [redacted] as the adjusted Third Month's Rent.

Fourth Month's Rental Payment \$62,803.69 minus prorated Commission Credit of [redacted] equals [redacted] as the adjusted Fourth Month's Rent.

- 17. **Unauthorized Tenant Improvements:** All questions pertaining to this Lease shall be referred, in writing, to the Contracting Officer of the General Services Administration (GSA) or his/her designee. The Government's occupant of the leased premise is not authorized to administer this lease or make commitments to the Lessor that are not followed-up with a written agreement to the Lease. GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other cost authorized, 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 in scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. If Lessor delivers space with Tenant Improvements not authorized, in writing, by the GSA Contracting Officer, then the Lessor shall not be entitled to compensation or payment if the Tenant Improvements remain in place after the Government's acceptance of the space.
- 18. **Tenant Improvement Allowance:** Both parties hereby agree that the amended Tenant Improvement amount for 4500 Fuller Drive, Irving, Texas of \$1,095,346.36 (31,741 ANSI/BOMA Office Area x \$34.51) shall be amortized through the rent for ten (10) years at the rate of 8.00%. The total annual cost of Tenant Improvements for the amortization period shall be \$169,019.97(TI - \$159,474.89 + BSAC - \$9,545.08). Annual tenant improvement amortized payments will begin upon completion and acceptance of all tenant improvements to the leased premise.

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

LESSOR TR [redacted] ited partnership  
By [redacted] opment Corporation, a Texas corp., its general partner  
BY W.T. F [redacted] President Title  
(Printed Name)

In the presence of:  
[redacted] 1600 N. Collins Blvd., Suite 1500 Address  
Kelly P. B. Drablos Richardson TX 75080  
(Printed Name) City State Zip

UN [redacted] GENERAL SERVICES ADMINISTRATION  
BY [redacted] Contracting Officer  
(Official Title)