

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

3/10/2011

LEASE NO.

GS-07B-16848

THIS LEASE, made and entered into this date by and between JBKA Holdings II, LLP

whose address is 600 S. Tyler Street, Suite 1510
Amarillo, TX 79101-2353

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 7,072 rentable square feet (rsf) of office and related space, which yields 6,150 ANSI/BOMA Office Area square feet of space located on the first floor (See Exhibit A) of the offices at 626 South Polk Street, Amarillo, TX 79101-2320 (See Exhibit B), 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 three (3) onsite 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 ten (10) years, with a firm term of five (5) 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 \$165,769.22 at the rate of \$13,814.10 per month in arrears for years one (1) through five (5), which consists of annual Shell rent of \$67,950.00 at the rate of \$5,662.50 per month; annual Operating Costs of \$30,550.00 at a rate of \$2,545.83 per month with annual CPI adjustments; annual amortized Building Specific Security Cost of \$1,623.96 at a rate of \$135.33 per month and annual amortized Tenant Improvements of \$65,645.26 at a rate of \$5,470.44 per month.

For years six (6) through ten (10), the Government shall pay the Lessor total annual rent of \$98,500.00 at the rate of \$8,208.33 per month paid in arrears. The total annual rent consists of annual Shell rent of \$67,950.00 at the rate of \$5,662.50 per month plus annual Operating Costs of \$30,550.00 at a rate of \$2,545.83 per month with annual CPI adjustments.

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

JBKA Holdings II, LLP
600 S. Tyler Street, Suite 1510
Amarillo, TX 79101-2353

4. The Government may terminate this lease in whole or in part effective at any time after the fifth (5th) year of this lease by giving at least 120 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 9TX3141 dated 10/13/2010.



- B. Build out in accordance with standards set forth in the Solicitation for Offers 9TX3141 dated 10/13/2010 and the Government's Design Intent Drawings. Government space plans shall be developed by the Lessor subsequent to award. 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) 9TX3141 dated 10/13/2010
Agency Special Requirements – Space Plan
Agency Clarification
GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05])
GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
Exhibit A: Floor Plan
Exhibit B: Legal Description

- 8. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$282,961.50 (6,150 USF x \$46.01) shall be amortized through the rent for 5 years at the rate of 6%. The total annual cost of Tenant Improvements for the amortization period shall be \$65,645.26.
- 9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 35.7%.
- 10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$4.32/RSF or \$30,550.00 per annum.
- 11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.149919 (7,072 RSF/6,150 USF).
- 12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment shall be a reduction of \$1.21/USF for vacant space (rental reduction).
- 13. 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 building or any portion thereof. Overtime usage will not apply to the building standard operating hours of 7:30 am to 5:30 pm Monday through Friday. Notwithstanding the overtime usage rates set forth in this paragraph, cooling for the LAN room shall be provided 24 hours per day, 7 days a week at a rate of \$0.30 per ANSI/BOMA Office Area square feet. This 24-hour cooling rate shall only be applicable for those time periods outside of the building standard operating hours.
- 14. Building Specific Amortized Security Costs (BSAC) in the total amount of \$7,000.00 shall be amortized through the rent for 60 months at the rate of 6%. The total annual cost of BSAC is \$1,623.96
- 15. The Lessor and the Broker have agreed to a cooperating lease commission equal to 4% of the aggregate lease value for the firm term of the lease. The total amount of the commission is \$21,700.00. 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 4% of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is \$21,700.00. 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 \$13,814.10 minus prorated Commission Credit of \$[redacted] equals \$[redacted] as the adjusted First Month's Rent.

Second Month's Rental Payment \$13,814.10 minus prorated Commission Credit of \$[redacted] equals \$[redacted] as the adjusted Second Month's Rent.

Third Month's Rental Payment \$13,814.10 minus prorated Commission Credit of \$[redacted] equals \$[redacted] as the adjusted Third Month's Rent.

16. All questions pertaining to this Lease shall be referred, in writing, to the Contracting Officer of the General Services Administration (GSA) or their designee. The Government's occupant of the leased premise 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 in 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.

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

[Redacted Signature]

Managing Partner
Title

JOE T. BASS III IS CASH

[Redacted Signature]

600 S. Tyler Ste 1510
Address

Kasey Bell
(Printed Name)

Amarillo TX 79101
City State Zip

[Redacted Signature]

ON

Contracting Officer
(Official Title)

LESSOR

[Signature]

GOVT

[Signature]