

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

*5 March 2010*

LEASE NO.

GS-07B-16559

THIS LEASE, made and entered into this date by and between NNN One Ridgmar Centre, LLC; NNN One Ridgmar Centre 1, LLC; NNN One Ridgmar Centre 2, LLC; NNN One Ridgmar Centre 3, LLC; NNN One Ridgmar Centre 4, LLC; NNN One Ridgmar Centre 5, LLC; NNN One Ridgmar Centre 6, LLC; NNN One Ridgmar Centre 7, LLC; NNN One Ridgmar Centre 8, LLC; NNN One Ridgmar Centre 10, LLC; NNN One Ridgmar Centre 11, LLC; NNN One Ridgmar Centre 12, LLC; NNN One Ridgmar Centre 13, LLC; NNN One Ridgmar Centre 14, LLC; NNN One Ridgmar Centre 15, LLC; NNN One Ridgmar Centre 16, LLC; NNN One Ridgmar Centre 17, LLC; NNN One Ridgmar Centre 18, LLC; NNN One Ridgmar Centre 19, LLC; NNN One Ridgmar Centre 20, LLC; NNN One Ridgmar Centre 21, LLC; NNN One Ridgmar Centre 22, LLC; NNN One Ridgmar Centre 23, LLC; NNN One Ridgmar Centre 24, LLC; NNN One Ridgmar Centre 25, LLC; NNN One Ridgmar Centre 26, LLC, each a Delaware limited liability company ("Lessor") acting by and through Triple Net Properties Realty, Inc. ("Agent" for Lessor).

Whose address is NNN ONE RIDGMAR CENTRE, LLC  
1551 NORTH TUSTIN AVE., SUITE 200  
SANTA ANA, CA 92705-8693

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 2,395 rentable square feet (RSF) of office and related space, <sup>on the 5th floor NY RH</sup> which yields 2,123 ANSI/BOMA Office Area square feet (USF) of space on the fifth floor at One Ridgmar Centre, 6500 West Freeway, Suite 503, Fort Worth, TX 76116-2167 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 7 parking spaces for exclusive use of 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 5 years.

3. The Government shall pay the Lessor annual rent of \$66,408.87 at the rate of \$5,534.072 per month in arrears. The total annual rent is comprised of annual shell rent of \$34,032.95; annual operating expenses of \$17,339.80 plus CPI adjustments, and annual amortized tenant improvements of \$15,036.12.

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

NNN ONE RIDGMAR CENTRE, LLC  
ONE RIDGMAR CENTRE  
P.O. BOX 933872  
ATLANTA, GA 33193-3872

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

LESSOR: Triple Net Properties Realty, Inc., Agent for Lessor

BY *Christina L. Seagle*  
(Signature)

IN PRESENCE OF *Jennifer Smith*  
(Signature)

*Sr. V.P. Asset Management*  
  
(Address)

UNITED STATES OF AMERICA  
BY *Rich Hawk*  
(Signature)

Contracting Officer, General Services Administration  
(Official Title)

~~4. The Government may terminate this lease [in whole or in part] at any time on or after the 5<sup>th</sup> year by giving at least 90 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 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.~~

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 8TX2135 dated July 18, 2008 as amended.

B. Full fire/life safety and handicapped accessibility standards as specified in SFO 8TX2135 dated July 18, 2008 as amended.

C. Build out in accordance with standards set forth in SFO 8TX2135 dated July 18, 2008 as amended, and the Government's design intent drawings. Government space plans shall be delivered by the Government within 5 working days after award. All tenant alterations are to be completed within 45 working days of the notice to proceed with tenant improvements.

D. 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 8TX2135 dated July 18, 2008, and Amendment 1, dated August 27, 2008.

B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 9/01)

C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 9/01)

D. Floor Plan of Offered Space

E. Deed and Legal Description

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

Paragraphs 4 and 5 were struck through and deleted in their entirety without substitution

9. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements are estimated to equal \$73,837.94 (2,123 USF x \$34.78), which includes all general contracting overhead and profit of 4.0% and the Architect and Engineering cost of \$4,546.50. The Tenant Improvement Allowance of \$61,796.50 shall be amortized through the rent for 5 years at the rate of 8.0%. The total annual cost of the Tenant Improvement Allowance for the amortization period shall be \$15,036.12. The Government shall pay the balance of the actual cost of Tenant Improvements over the Tenant Improvement Allowance, estimated to be \$12,041.44, as a lump sum upon space acceptance.

10. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 1.352336%.

11. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$7.24/RSF (\$17,339.80/annum).

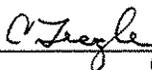
12. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.128121 (2,395 RSF/2,123 USF).

13. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$0.70/USF for vacant space (rental reduction).

LESSOR

UNITED STATES OF AMERICA

BY

  
(Initial)

BY

  
(Initial)

14. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$50.00 per hour, with a two hour minimum, for the entire building or any portion thereof.

15. The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease. 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. 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 of \$5,534.07 minus one half of the Commission Credit [redacted] equals [redacted] adjusted First Month's Rent

Second Month's Rental Payment of \$5,534.07 minus one half of the Commission Credit [redacted] equals [redacted] adjusted Second Month's Rent

16. Fees applicable to Tenant Improvements shall be:
- A General Contractor Overhead and Profit - 4%;
  - B A/E - \$4,546.50

17. Lessor shall not be required to re-carpet or re-paint the corridors, elevators, or elevator lobbies as part of Building Shell.

18. Lessor shall not be required to conduct seismic testing.

19. The Government agrees to accept the Building Shell "as is" and the Lessor shall not be required to modify the following:

- a. Building Shell windows (SFO Paragraph 4.1)
- b. Existing Floors and Floor Loads (SFO Paragraph 4.9)
- c. Ceiling Heights (SFO Paragraph 5.7A)
- d. Building Shell Wall Finishes (SFO Paragraph 5.8A)
- e. Building Shell Exterior Doors (SFO Paragraph 5.10) and Door Hardware (SFO Paragraph 5.13)
- f. Building Shell Floor Coverings and Perimeters (SFO Paragraph 5.18)
- g. Building Shell Acoustical Requirements (SFO Paragraph 5.20)
- h. Building Shell Lighting (SFO Paragraph 6.17)

The Government agrees to accept the above listed Building Shell items in their existing condition as a suitable alternative to the stipulated requirements of SFO Sections 4 and 5, provided that all local, National, and GSA-required fire and life safety requirements are met with the existing conditions.

LESSOR

UNITED STATES OF AMERICA

BY

*A. Jangle*  
(Initial)

BY

*Richard [unclear]*  
(Initial)

20. Construction Schedule. The Government shall deliver a space plan within 5 working days from date of award. The Government and Lessor shall have a post-award meeting within 10 working days from date of award. Design Intent Drawings under SFO Section 3.13B shall be due from the Lessor within 10 working days from the date of the post-award meeting. The Government shall issue a Notice to Proceed with Tenant Improvements within 5 working days after Government acceptance of the Tenant Improvements price proposal under SFO Section 3.13E. The Lessor shall deliver a detailed construction schedule to the Government within 5 working days from receipt of Notice to Proceed. The Lessor shall complete Tenant Improvements within 45 working days of receiving the Notice to Proceed from the Government, subject to extension if the Government specifies "long lead" items.

21. The Government has reviewed and approved the Building Security Plan and the Fire Protection and Life Safety Evaluation previously submitted by the Lessor.

22. 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.

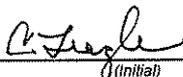
23. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

24. 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, and for alterations completed by either the Government or Lessor including initial build out of the lease 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 will become property of the Lessor.

LESSOR

UNITED STATES OF AMERICA

BY

  
(Initial)

BY

  
(Initial)