

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

9-28-2009

LEASE NO.

GS-07B-16554

THIS LEASE, made and entered into this date by and between **Rocky Bluff, LLC**

whose address is **10719 100<sup>th</sup> Street  
Lindsay, OK 73052**

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:

**10,803** rentable square feet (rsf) which yields approximately **9,382** usable square feet (usf) of office and related space with forty-seven (47) surface parking spaces to be located at 700 Block N. Collegiate Drive, (permanent address to be identified upon occupancy), Paris, Texas, more particularly described in Exhibit A, Floor Plan, attached hereto and made part of this lease. The space will be used for such purposes as determined by General Services Administration to be occupied by the [REDACTED].

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term effective upon the Government's acceptance for beneficial occupancy through ten years. Actual date of beneficial occupancy shall be established by Supplemental Lease Agreement.

3. The Government shall pay the Lessor annual rent of \$456,722.64 or \$42.28 per rentable square foot at the rate of \$38,060.22 per month in arrears for years 1-10. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Rocky Bluff, LLC  
10719 100<sup>th</sup> Street  
P.O. Box 746  
Lindsay, OK 73052

All payments shall be made in arrears. Rent payments shall be made via Electronic Funds Transfer. No later than one week after award, the lessor shall provide the Contracting Officer with a completed Standard Form 3881, ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM.

~~4. The Government may terminate this lease at any time after the tenth (10<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. INTENTIONALLY DELETED~~

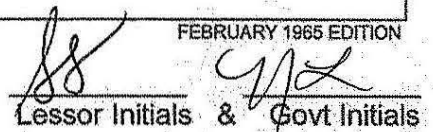
5. This Lease may be renewed at the option of the Government for the following terms and at the following rentals:

PARAGRAPH 5 IS DELETED WITHOUT SUBSTITUTION

  
Lessor Initials &   
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6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. Facilities, services, utilities and maintenance as described in this paragraph and Paragraph 7, and Solicitation for Offers 4TX0582 dated August 23, 2007, as amended in Amendment No. 1 dated October 30, 2007, hereinafter known as the SFO, and the attachments thereto, and as further specified elsewhere in this lease agreement.
  - B. The lessor shall prepare the space in accordance with the attached Solicitation for Offers 4TX0582, Special Requirements, the Government's SF-2 (US Government Lease for Real Property) and any associated Exhibits, Attachments, Floor Plans, etc. The Government shall be responsible for the preparation of the Design Intent Drawings and shall provide such drawings to the Lessor within 30 working days from award by Supplemental Lease Agreement. The Lessor shall obtain the Government's approval on any and all proposed variations of the Design Intent Drawings prior to incorporating such variations into any submission of the construction drawings. Construction drawings are the responsibility of the Lessor.
  - C. The Lessor shall provide janitorial services each tenant workday during normal working hours.
  - D. 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 6:30 a.m. to 5:30 p.m., Monday through Friday, except federal holidays, at the rate of \$20.00 per hour.
  - E. This lease is subject to real estate tax adjustments under the provisions of SFO Paragraph 3.5—Tax Adjustment (SEP 2000). The percentage of Government occupancy for this lease is established as 100%. Only ad valorem taxes shall be considered in determining real estate tax adjustments.
  - F. This lease is subject to annual operating cost adjustments. Rent for Year 2 and for each year thereafter shall be adjusted by operating costs adjustments as provided under SFO Paragraph 3.7—Operating Costs. The base rate for operating adjustments is established as \$5.47 per rentable square foot or \$6.30 per usable square foot. The anniversary date for commencement of the operating cost adjustments shall be the beginning date of the term as determined in Paragraph 2 of this Standard Form 2.
7. The following are attached and made a part hereof:
- A. Solicitation for Offers 4TX0582 dated August 23, 2007, and Amendment No. 1 dated October 30, 2007
  - B. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05)
  - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
  - D. Exhibit A, Floor Plan – 700 Block N. Collegiate Drive, Paris, Texas
8. The common area factor (CAF) based on 10,803 rentable square feet yielding 9,382 ANSI/BOMA Usable Office Area is established as 1.1514602%.
9. The tenant buildout shall conform to the specifications in SFO 4TX0582, accompanying Special Requirements and subsequent Design Intent Drawings.
10. 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 those authorized in writing by the Contracting Officer or their designee.
11. The tenant buildout will conform to the specifications in SFO 4TX0582 and the attached Special Requirements are to be provided by the Lessor as part of the total rental payment. The Tenant Improvement allowance (T/I) provided in the lease is \$31.79 per ANSI/BOMA Office Area square foot or a total of \$298,253.78 amortized at an interest rate of 7% over one hundred twenty months at a rate of \$4.43 per ANSI/BOMA Office Area square foot (\$3.85 per RSF) for a total annual amount of \$41,555.76. If the Government does not use the entire Tenant Improvement Allowance, Lessor will amortize any unused portion over the initial Term at 7% per annum, in the same manner as a loan having equal monthly payments of principal and interest, and Lessor will reduce the rent accordingly. Upon the final acceptance of the completed space, the Lessor will provide the Contracting Officer a detailed final accounting of the cost for tenant finish.
12. In accordance with Paragraph 1.8 (Building Shell Requirements) of SFO No. 4TX0582, the shell rate is established as \$37.95 per ANSI/BOMA Office Area square foot (\$32.96 RSF) for a total annual amount of \$356,066.88 for years 1-10.

Lessor Initials & Govt Initials

4TX0582  
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- 13. In accordance with Paragraph 3.5 (Tax Adjustment) of SFO No. ~~3TX0669~~ 4TX0582, the percentage of Government occupancy is established as 100% (based on total building area of 10,803 RSF and the Government's occupancy of approximately 10,803 RSF). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the 9,382 ANSI/BOMA Office Area square feet.
- 14. In accordance with Paragraph 3.14 (Adjustment for Vacant Premises) of SFO No. ~~3TX0669~~ 4TX0582, the rental rate reduction is established as \$2.30 per ANSI/BOMA square foot; \$2.00 per RSF.
- 15. The Lessor will not be reimbursed for any unauthorized services not provided for in this lease, including but not limited to, repairs, alterations and overtime service. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified in Paragraph 2 herein.
- 16. **BROKER COMMISSION AND COMMISSION CREDIT:** Pursuant to Paragraph 1.12, Broker Commission and Commission Credit (NOV 2006) of the Solicitation for Offers, the Lessor and the Broker have agreed to a cooperating Lease commission of [redacted] of lease firm term of ten (10) years based on the full-service rent rate. 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 [redacted] balance which equates to [redacted] is to be paid to the broker as follows: Fifty percent (50%) is due and payable within 30 days of lease award and the remaining fifty percent (50%) is payable at lease occupancy.

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 \$38,060.22 (includes \$29,672.24 shell rental) minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent.

Second Month's Rental Payment of \$38,060.22 (includes \$29,672.24 shell rental) minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

[Redacted signature area]

Manager  
(Title)

[Redacted signature area]

P.O. Box 746 Lindsay, OK 73052  
(Address)

UNITED STATES OF AMERICA

[Redacted signature area]

Contracting Officer  
General Services Administration  
819 Taylor Street, Rm 12A-406  
Fort Worth, Texas 76102  
(official Title)

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