

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

8/4/09

LEASE NO.

GS-07B-16633

THIS LEASE, made and entered into this date by and between AMARILLO NATIONAL BANK

Whose address is 410 SOUTH TAYLOR STREET  
AMARILLO, TEXAS 79105-0001

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 3,850 rentable square feet (RSF) of office and related space, which yields 3,500 ANSI/BOMA Office Area square feet (USF) of space at Amarillo National Bank, 500 South Taylor Street, Amarillo, Texas 78101-2442, 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 five 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 60 working days after the Government issues the notice to proceed with construction of the Tenant Improvements and continuing for 15 years, subject to termination and renewal rights as may be hereinafter set forth.

3. In years 1 – 10, the Government shall pay the Lessor annual rent of \$76,951.50 at the rate of \$6,412.63 per month in arrears. The rentable square foot rate of \$19.99/RSF is comprised of \$10.26/RSF shell, \$5.79/RSF operating expenses, and \$3.94/RSF tenant improvements.

In years 11 – 15, the Government shall pay the Lessor annual rent of \$ 71,886.50 at the rate of \$5,990.54 per month in arrears. The rentable square foot rate of \$18.67/RSF is comprised of \$12.88/RSF shell and \$5.79/RSF operating expenses.

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

AMARILLO NATIONAL BANK  
P.O. BOX 1  
AMARILLO, TEXAS 79105

4. The Government may terminate this lease in whole or in part at any time on or after the tenth year of the lease term by giving at least 120 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.

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

LESSOR

JIM WILLIAMS, AMARILLO NATIONAL BANK

*Facilities Manager*

(Title)

*P.O. Box 1, Amarillo, TX 79105*

(Address)

UNITED STATES OF AMERICA

BY

Contracting Officer, General Services Administration

STANDARD FORM 2  
FEBRUARY 1965  
EDITION

5. 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 7TX3028 dated July 2008.
  - B. Build out in accordance with standards set forth in SFO 7TX3028 dated July 2008, 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.
6. The following are attached and made a part hereof:
  - A. Solicitation for Offers 7TX3028 dated July 2008.
  - B. Agency Special Requirements
  - C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
  - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 7/04)
7. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$113,785 (3,500 USF x \$32.51) shall be amortized through the rent for 10 years at the rate of 6.0%. The total annual cost of Tenant Improvements for the amortization period shall be \$15,159.00.
8. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 2.00%.
9. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$5.79/RSF (\$22,291.50/annum).
10. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.10 (3,850 RSF/3,500 USF).
11. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$3.37/USF for vacant space (rental reduction).
12. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour for the entire building or any portion thereof.
13. 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 \$6,412.63 minus one fourth of the Commission Credit [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$6,412.63 minus one fourth of the Commission Credit [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Third Month's Rental Payment of \$6,412.63 minus one fourth of the Commission Credit [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Fourth Month's Rental Payment of \$6,412.63 minus the outstanding balance of the Commission Credit [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

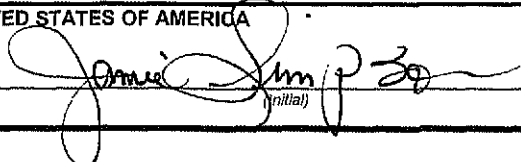
LESSOR

UNITED STATES OF AMERICA

BY

  
(Initial)

BY

  
(Initial)