

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

November 10, 2009

LEASE NO.

GS-07B-16689

THIS LEASE, made and entered into this date by and between ABEC GROUP, INC.

Whose address is 2315 IDLEWOOD DRIVE
ARLINGTON, TX 76014-1748

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 17,256 rentable square feet (RSF) of office and related space, which yields 15,890 ANSI/BOMA Office Area square feet (USF) of space in a building to be constructed at [See Paragraph 23 for detailed description] Chrysalis Drive, Dallas, TX 75237 to be used for such purposes as determined by the General Services Administration only for uses that are consistent with an office building. Included in the rent at no additional cost to the Government are fifty-six (56) surface parking spaces and forty-nine (49) secured 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 thirteen (13) 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 Supplemental Lease Agreement.

3. The Government shall pay the Lessor annual rent of \$747,017.00 at the rate of \$62,251.42 per month in arrears for years 1 – 10, which consists of annual shell rent of \$529,441.63 at the rate of \$44,120.14 per month; annual operating costs of \$115,010.00 at a rate of \$9,584.17 per month; annual amortized tenant improvements \$85,558.90 at a rate of \$7,129.91 per month; and Building Security Amortized Costs of \$17,006.47 at a rate of \$1,417.20 per month.

For years 11-13, the Government shall pay the Lessor annual rent of \$747,017.00 at the rate of \$62,251.42 per month in arrears, which consists of annual shell rent of \$632,007.00 at the rate of \$52,667.25 per month; annual operating costs of \$115,010.00 at a rate of \$9,584.17 per month.

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

ABEC GROUP, INC.
2315 IDLEWOOD DRIVE
ARLINGTON, TX 76014-1748

4. The Government may terminate this lease in whole or in part at any time on or after the tenth (10th) 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.

5. Paragraph 5 is INTENTIONALLY DELETED.

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

LESSOR ABEC GROUP, INC.

BY _____

IN PRESEN _____

President

(Title)

(Address)

UNITED STATES OF AMERICA

BY _____

Contracting Officer, General Services Administration

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 6TX0008 dated September 19, 2008.
 - B. Build out in accordance with standards set forth in SFO 6TX0008 dated September 19, 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 as detailed in SFO Paragraph 5.19.
 - C. 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 6TX0008 dated September 19, 2008.
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [6/08])
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
 - D. Proposed building CAD files.
 - E. Solicitation for Offers Supplemental Requirements (Rev. 12/08) For Lease Construction Not Exceeding 30,000 RSF
 - F. Legal Description of Property, Exhibit "A"
 - G. Sheet No. 3, Paragraphs 18 – 23 were added.
 - H. Security Unit Price List

8. The following changes were made in this lease prior to its execution:
- A. Paragraph 5 was intentionally deleted.
 - B. Paragraphs 9 through 23 were added.

9. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$575,059.00 (15,890 USF x \$36.189999) shall be amortized through the rent for 10 years at the rate of 8.50%. The total annual cost of Tenant Improvements for the amortization period shall be \$85,558.90.

10. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 100.00%.

11. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$6.66/RSF (\$115,010.00/annum).

12. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.08597 (17,256 RSF/15,890 USF).

13. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$2.50/USF for vacant space (rental reduction).

14. In accordance with the SFO Paragraph entitled *Overtime Usage*, overtime shall be provided at no additional cost to the Government during the entire lease term.

15. Security costs in the total amount of \$114,304.00 shall be amortized through the rent for 120 months at the rate of 8.50%.

16. The Lessor hereby waives restoration.

17. 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 [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 \$62,251.416667 minus one third the Commission Credit [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$62,251.416667 minus one third the Commission Credit [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Third Month's Rental Payment of \$62,251.416667 minus one third the Commission Credit [REDACTED] equals [REDACTED] adjusted First Month's Rent.

LESSOR

UNITED STATES OF AMERICA

BY _____


(Initial)

BY _____


(Initial)

18. 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.
19. 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.
20. Solicitation for Offers (SFO) # 6TX0008 Paragraph 1.2 UNIQUE REQUIREMENTS (AUG 2008) Subparagraph A is hereby deleted in its entirety.
21. Solicitation for Offers (SFO) # 6TX0008 Paragraph 4.5 is hereby deleted and replaced with the following:
- "4.5 NORMAL HOURS
Services, utilities, and maintenance shall be provided daily, extending 7:30 a.m. to 5:30 p.m. except Saturdays, Sundays, and federal holidays."
22. GSA Form 3517B, General Clauses, Paragraph 17. 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 1999) is hereby deleted and replaced with the following:
- "17. 552.270-7 FIRE AND CASUALTY DAMAGE (Jun 2008)
- If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days after such determination. If so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.'
23. The property is comprised of 2.85 acres, more or less, out of the West portion of that certain 6.709 acre tract (the "Large Tract") situated in the northwest quadrant of the intersection of Hampton Road and Cliff Creek Crossing Drive in the J.R. Bell Survey, Abstract No. 123, in the City of Dallas, Dallas Country, Texas. The larger tract of which the Property is a part is described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, such description being for the reasonable identification of the Property, it being agreed that such description shall be supplemented by the metes and bounds or other legal description of the Property upon receipt of the Survey to be provided for in the Lessor's Contract for Purchase and Sale ("Contract").


Lessor
Initials


Government
Initials