

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

3-30-10

LEASE NO.

GS-07B-16707

THIS LEASE, made and entered into this date by and between **METROPOLITAN LIFE INSURANCE COMPANY, A NEW YORK CORPORATION, AND METROPOLITAN TOWER REALTY COMPANY, INC., A DELAWARE CORPORATION**

Whose address is 501 ROUTE 22
BRIDGEWATER, NJ 08807-2441
ATTN: JACK NENNA/PETE SCHWARZ

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 132,539 rentable square feet (RSF) of office and related space, which yields 115,252 ANSI/BOMA Office Area square feet (USF) of space on the entire 23rd, 24th, 25th, 26th, and 27th floors, and a portion of the 29th floor, at Wells Fargo Plaza, 1000 Louisiana Street, Houston, TX 77002-5039 to be used for such general office purposes as determined by the General Services Administration. The parties hereby acknowledge and agree that they have confirmed the RSF and USF measurements of the leased premises as set forth above. Included in the rent at no additional cost to the Government are 31 reserved structured parking spaces for exclusive use of Government employees and patrons at the parking garage located at 1400 Louisiana Street, Houston, TX 77002-7306. The spaces will have signs to indicate they are reserved at all times for Government use. This shall be deemed to satisfy the requirements of the SFO for reserved, structured, controlled access, secure parking. The Government may, at its sole discretion, elect to relocate the parking on the roof of such garage, in which case the Lessor will allow the Government to segregate the parking by installing a fence and gate around the parking at the Government's expense.

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 ten (10) years, subject to termination and renewal rights, if any, as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$4,731,181.8600 at the rate of \$394,265.1550 per month in arrears, which includes annual shell rent of \$2,938,389.6300 at the rate of \$244,865.8025 per month, annual operating expenses of \$1,129,232.2800 at the rate of \$94,102.6900 per month, and annual amortized tenant improvement allowance of \$663,559.9500 at the rate of \$55,296.6625 per month. The foregoing rental rate shall be increased by 2.0% if the lease commencement date occurs on or after October 1, 2010.

The monthly installments of annual rent for the **first two months of the lease term** in the amount of \$788,530.3100 (\$804,300.92 if the lease commencement date occurs on or after October 1, 2010), which includes shell rent of \$489,731.6050 (\$505,502.2150 if the lease commencement date occurs on or after October 1, 2010), operating expenses of \$188,205.3800, and amortized tenant improvement allowance of \$110,593.3250, **shall be abated and free to the Government.**

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

LESSOR: METROPOLITAN LIFE INSURANCE COMPANY AND
METROPOLITAN TOWER REALTY COMPANY, INC.

BY _____
IN PRESENCE _____ Day

Director, Metropolitan Life Insurance Co.,
NY; Metropolitan Tower Realty Co., Inc.

5420 West Freeway, Suite 1000
Dallas, TX 75240
(Title)
(Address)

U.S. GOVERNMENT
BY _____

Contracting Officer, General Services Administration
(Official Title)

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

METROPOLITAN LIFE INSURANCE COMPANY
 C/O JP MORGAN CHASE, NA
 3 CHASE METROTECH CENTER, 5TH FLOOR
 BROOKLYN, NY 11245-0001

~~4. The Government may terminate this lease in whole or in part at any time on or after Month XX, 20XX by giving at least XX 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. DELETED WITHOUT SUBSTITUTION.~~

~~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. DELETED WITHOUT SUBSTITUTION.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. Those facilities, services, supplies, utilities, and maintenance to be provided as part of the annual rent in accordance with SFO 8TX2371 dated June 12, 2009, as amended.
- B. Build out in accordance with standards set forth in SFO 8TX2371 dated June 12, 2009, as amended, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. Lease term to be effective on date of substantial completion and acceptance of the tenant improvements for the leased space. The Lessor hereby waives restoration, except as specified in Paragraph 26 below.
- C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
- D. Fees and markups of the initial tenant improvements and change orders, including the architectural and engineering fees and the Lessor's supervision and management fee shall be as follows:

Lessor's Supervision and Management Fee	5.0%
Architectural and Engineering Fees for all services other than Design Intent Drawings, which shall be provided by Lessor as part of the shell rent	\$3.31/RSF
General Contractor's General Conditions	NTE* 5%
General Contractor's Overhead and Profit	NTE* 5%
*NTE = Not to Exceed. The "Not to Exceed" limitation on the General Contractor's general conditions, overhead and profit shall be a combined limit of 10% and not individual limits of 5% per fee item.	

7. The following are attached and made a part hereof:

- A. Solicitation for Offers 8TX2371 dated June 12, 2009, Amendment 1 dated June 16, 2009, Amendment 2 dated June 19, 2009, and Amendment 3 dated October 23, 2009.
- B. [Redacted] Office Design Guide, Addendum to [Redacted] Office Design Guide, Specifications for Locker Rooms and Shower Areas, [Redacted] Specification dated May 5, 2009, Space Allocation Worksheet.
- C. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 6/08).
- D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07).
- E. Legal Description
- F. Special Warranty Deed – Metropolitan Life Insurance Company.
- G. Special Warranty Deed – Metropolitan Tower Realty Company.
- H. Proposed Floor Plans.
- I. Approved Small Business Subcontracting Plan

LESSOR

UNITED STATES OF AMERICA

BY _____

(Initial)

BY _____

(Initial)

- 8. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvement Allowance in the total amount of \$4,365,212.14 shall be amortized through the rent for 10 years at the rate of 9.00%. The total annual cost of Tenant Improvements for the amortization period shall be \$663,559.9500.
 - A. Any unused Tenant Improvement Allowance shall be credited to the next payment of rent due under the lease, rather than being used to reduce the rental rate over the lease term.
 - B. Should the Government request additional Tenant Improvement Allowance funds to be amortized as part of the annual rent, the Lessor shall provide up to an additional \$15.00/RSF amortized at the rate of 10.5% over the remaining firm term of the Lease.
- 9. Any alterations to the leased space by the Government after the initial tenant buildout has been completed and accepted by the Government shall be subject to the reasonable approval of the Lessor, which approval shall not be unreasonably withheld.
- 10. In accordance with SFO Paragraph 4.2, entitled *Tax Adjustment*, the Lease is subject to real estate tax adjustments. In accordance with SFO Paragraph 4.2(B)(9), dealing with *Percentage of Occupancy*, the percentage of Government occupancy is established as 7.70% for the building and the parking garage located at 1400 Louisiana Street. In accordance with SFO Paragraph 4.2(B)(2), the base year shall be the amount of such taxes imposed with respect to the building and the parking garage located at 1400 Louisiana Street for the first full Tax Year following the commencement of the lease term for which real estate taxes are based upon a full assessment. Increases in real estate taxes resulting from renovations of building systems, building core areas, and/or building common areas, and from income not derived from this lease shall not be excluded in determining real estate tax pass-through's to the Government. Once the Real Estate Tax Base is established, any adjustments must be reestablished bilaterally through a Supplemental Lease Agreement.
- 11. The Lease is subject to operating cost adjustments. In accordance with SFO Paragraph 4.3, entitled *Operating Costs*, the base for operating cost adjustments is established as \$8.5200/RSF (\$1,129,232.2800/annum).
- 12. In accordance with Subparagraph C, entitled *Common Area Factor*, of SFO Paragraph 4.1, entitled *Measurement of Space*, the common area factor is established as 1.149993 (132,539 RSF/115,252 USF).
- 13. In accordance with SFO Paragraph 4.4, entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.00/USF per one-half floor, and \$2.00/USF per entire floor, of vacant space (rental reduction). Adjustments shall only apply for one-half or full floor increments, or for the entire leased space.
- 14. In accordance with SFO Paragraph 4.6, entitled *Overtime Usage*, the rate for overtime usage, excluding any special use rooms requiring 24-hour HVAC service, during Years 1 through 5 is established as \$35.00 per air handler per hour (two air handlers per floor). The rate for overtime usage, excluding any special use rooms requiring 24-hour HVAC service, during Years 6 through 10 is established as \$40.00 per air handler per hour.
 - A. The building's normal hours of operation are 7:00 a.m. to 7:00 p.m. Monday through Friday, and 8:00 a.m. to 1:00 p.m. Saturday. The Government shall only be charged for overtime usage outside of the building's normal hours of operation.
 - B. As part of the tenant improvements, the Government requires one independent HVAC unit, providing 24-hour HVAC service to certain special use rooms totaling approximately 700 USF. The electricity cost for HVAC service for these special use rooms during normal hours of operation shall be included in the full service rental rate. The electric cost for HVAC service for these special use rooms outside normal hours shall be separately metered and reimbursed on a quarterly basis.
- 15. ~~Security costs in the total amount of \$XXX.XX shall be amortized through the rent for XX months at the rate of XX%.~~
DELETED WITHOUT SUBSTITUTION.

16. The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease, **less the first two months of free rent**. The total amount of the commission is agreed to be [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with SFO Paragraph 2.3, entitled *Broker Commission and Commission Credit*, 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 third month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent.

Third Month's Rental Payment of \$394,265.16 (\$402,150.46 if the lease commencement dated occurs on or after October 1, 2010) minus one half of the Commission Credit [redacted] equals [redacted] [redacted] if the lease commencement dated occurs on or after October 1, 2010) adjusted Third Month's Rent.

LESSOR UNITED STATES OF AMERICA
 BY _____ BY _____
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Fourth Month's Rental Payment of \$394,265.16 (\$402,150.46 if the lease commencement dated occurs on or after October 1, 2010) minus one half of the Commission Credit [redacted] equals [redacted] if the lease commencement dated occurs on or after October 1, 2010) adjusted Fourth Month's Rent.

- 17. 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.
- 18. 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.
- 19. Notwithstanding General Clause 2, 552.270-5, "Subletting and Assignment (Sep 1999)," any sublease or assignment shall be subject to the prior written consent of Lessor, which consent shall not be unreasonably withheld.
- 20. Notwithstanding General Clause 6, 552.270-25, "Substitution of Tenant Agency (Sep 1999)," in any substitution of Government agency or agencies, where the new use does not remain a standard business office use consistent with a first-class downtown office building, the Government shall obtain prior written consent of Lessor, which consent shall not be unreasonably withheld.
- 21. Notwithstanding General Clause 16, 552.270-22, "Default by Lessor During the Term (Sep 1999)," in the event of a default by the Lessor under this Lease, the Government agrees to give the Lessor and its lender(s) written notice and a thirty (30) day opportunity to cure such default before it pursues a right of termination, provided that if the default is not capable of being cured within thirty (30) days, then such period shall be extended for such longer period of time as may be reasonably necessary to cure such default.
- 22. Notwithstanding General Clause 17, 552.270-7, "Fire and Casualty Damage (Jun 2008)," the following shall apply:
 - A. In the event the premises, buildings or other facilities required to use the premises for the Government's business (collectively, "Facilities") are damaged or destroyed by fire or other casualty, in whole or in part, the Lessor shall give the Government, within thirty (30) days after the casualty, notice of the Lessor's reasonable estimate of the time required to restore the Facilities to the condition that existed immediately prior to the casualty (the "Restoration Period"). If Lessor does not deliver the notice within the required time, Government may terminate the lease by giving written notice at any time after expiration of the time for delivery until receipt of the notice.
 - B. If restoration cannot reasonably be substantially completed within one hundred eighty (180) days after the date of the casualty, the Government or Lessor may terminate this lease by giving written notice. The Lessor must give such notice with its notice of estimated time required for restoration of the Facilities. The Government must give its termination notice within thirty (30) days after receipt of the Lessor's estimate of time required for restoration. If the Government or Lessor gives notice of election to terminate pursuant to subparagraph (a) or (b) of this paragraph, this Lease shall terminate effective as of the date of the casualty and neither party hereto shall thereafter have an obligation to the other under this Lease, excepting only obligations theretofore accrued and then remaining outstanding or unpaid.
 - C. Unless terminated pursuant to subparagraph (a) or (b) of this paragraph, this Lease shall not terminate, and Lessor shall proceed with reasonable diligence to and shall restore the Facilities within the Restoration Period to substantially the condition that existed immediately prior to the casualty. Should Lessor fail to substantially complete the restoration within the Restoration Period (as it may be extended pursuant to Paragraph 11(d) of the General Clauses), or fail to demonstrate reasonably diligent progress towards substantially completing the restoration within such time, the Government may, by written notice to Lessor, terminate this Lease pursuant to Paragraph 11 of the General Clauses. Absent Lessor's negligence, the Lessor shall not be obligated to repair or replace any of the Government's movable furniture, movable equipment, trade fixtures, and other similar unaffixed personal property, nor any alterations installed in the Premises by the Government (but not those installed by the Lessor); the Government shall have the right, but not the obligation, to repair and replace such items. In connection with its acceptance of the restored Facilities, the Government may require (1) a certification from a reputable licensed structural engineer as to the structural integrity of the space and its conformance with the requirements of this Lease, as amended, and (2) evidence of any governmental approvals relevant to the safety and suitability of the Facilities for occupancy.

LESSOR

UNITED STATES OF AMERICA

BY _____ (Initial)

BY _____ (Initial)

- D. If there is a substantial interference with the Government's use of the premises, or any part thereof, as a result of the casualty or restoration, such that the Government cannot reasonably conduct its business in the premises or such part, then the rent shall abate, either in its entirety or, if only a part of the premises is so affected, to that proportion which the square footage of the affected part bears to the square footage of the premises. Any such abatement shall commence upon and include the day on which the damage occurred and shall continue to and include the date of substantial completion of the restoration.
- E. The Government shall in all cases be provided reasonable access to the Facilities to retrieve its belongings and relocate its employees and agents and a reasonable period of time in which to effectuate such relocation and retrieval. The Government and the Lessor shall coordinate regarding any space plans and other plans for restoration of the leased premises to conform to this Lease, as amended, and all applicable laws; provided, however, that the Government shall have final approval rights with respect to plans for the restoration of the leased premises. The Government shall have the right, but not the obligation, to conduct inspections in order to determine the extent of damage or destruction and observe the repairs and reconstruction.
- F. 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 Government may use the roof of the building only for antenna installations serving the Government occupant of the building, which use shall be subject to the availability of roof space for such purpose (i.e., shall be subject to prior use by others), shall be carried out consistent with then existing roof warranties, and shall be subject to the Lessor's rules and regulations for antenna installation and usage. As part of the agreed annual rental, the Government shall have the right to install one 1.2 meter (diameter) Model 1130 Prodelin Antenna. Installation and maintenance of such antenna shall be at the Government's cost and shall be coordinated with the Lessor's building management. Should the Government wish to install any additional antennas, the monthly charge for an antenna dish license shall equal \$200 per diameter foot. Such rate shall adjust annually by the percentage change in the Consumer Price Index. This rate assumes all antenna support equipment is located within the leased space. Rates for non-dish type antennas will be determined on a case by case basis consistent with current market rates. Access to the roof shall only be provided upon notice to, and when accompanied by, Lessor's building engineering staff.
24. The tenant floor lobbies and tenant floor restrooms on the floors on which space shall be occupied by the Government, along with the emergency egress routes from the building, shall be, by the time of Government occupancy, in compliance with the SFO requirements for handicapped accessibility and fire/life safety.
25. The Government shall reimburse the Lessor on a quarterly basis for the cost of maintaining any agency special equipment including, but not limited to, the independent HVAC unit and the uninterrupted power supply system. The Lessor shall have no obligation to replace any such agency special equipment should replacement be required during the term of this lease. The Government shall be responsible for the maintenance, repair and replacement of any Government-owned personal property in the leased premises.
26. Building windows shall be washed annually. Maintenance logs shall be maintained in the building management office and shall be available for inspection by the Government upon reasonable advance notice.
27. Usual and customary fit-out improvements to the leased space, including data and telecommunications cabling, shall not be required to be removed by the Government at the expiration of the lease term; however, all personal property of the Government installed or located in the leased space shall be removed by the Government and the space returned to the Lessor in a broom clean condition at the expiration of the lease term. Specialty improvements such as, but not limited to, interconnecting stairs, vaults, and SCIF spaces, shall be removed by the Government at the expiration of the lease term.
28. The Government's right to use appurtenant areas is nonexclusive and shall apply only to common areas generally available to all building tenants and floor common areas on the floors on which the Government's leased space is located. Any rules or regulations to be posted by the Government shall be posted within the leased space; however, any Government rules or regulations required by law to be posted for public viewing shall be posted in a location to be mutually agreed upon by both parties.

LESSOR

UNITED STATES OF AMERICA

BY _____

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(initial)

29. The Lessor shall be responsible to provide the warm lit shell improvements only as they directly affect the leased premises. All other improvements to the space necessary or desired for the Government's occupancy shall be considered tenant improvements to be provided at the Government's cost which may be funded by application of the Tenant Improvement Allowance. The warm lit shell improvements to be provided by the Lessor consist of (and are limited to) the following: (i) demolition of existing improvements as necessary to accommodate the Government's planned build out of the leased space for its occupancy, (ii) building standard partitions around core elements and columns on all full floors leased along with building standard slab to slab partitions demising the Government's leased space on any partial floors, (iii) a complete new acoustical ceiling system with parabolic lights based on a ratio of 1-light per 80 square feet of leased space, (iv) suite entry doors on the 29th floor only, and (v) an operating HVAC system for an open office layout. The Lessor hereby confirms that the leased premises are serviced by a domestic water riser and that electrical service is provided via electric power bus ducts, transformers and power distribution panels in mechanical closets on each floor. No improvements or alterations shall be required to any portion of the base building as a result of this Lease, except as required to comply with Paragraph 24 above, including but not limited to building entrances, the building lobby, building elevators, the building curtain wall, the building structural system, building mechanical and electrical systems, fireproofing, tenant floor lobbies, or the building restrooms. The cost of compliance with the [REDACTED] Office Design Guide, [REDACTED] Office Design Guide – Showers, the Addendum to the [REDACTED] Office Design Guide and the [REDACTED] Office Master Specifications shall be funded from the Tenant Improvement Allowance and shall have no application to space outside the leased premises. All telephony and data service cabling and connections shall be at the Government's cost or shall be provided as part of the Tenant Improvement Allowance. Document security requirements as outlined in the SFO shall be deemed to apply only to tenant improvement drawings and specifications.
30. Copies of all written communication from the Government to the Lessor shall be sent to:
- METROPOLITAN LIFE INSURANCE COMPANY
ATTN: WELLS FARGO PLAZA
5420 LBJ FREEWAY, SUITE 1310
DALLAS, TX 75240-2306
31. If the Government determines that changes to the Lessor's Small Business Subcontracting Plan are required in order to meet the Government's small business subcontracting goals, the Lessor agrees to provide a revised, signed Small Business Subcontracting Plan within 30 days after Lease award.
32. The Lessor shall provide a single stream recycling program in the building. The Government shall be responsible for providing its own recycling program within the leased space.
33. The building loading dock and column spacing are accepted by the Government. The building provides a 5-bay loading dock which can accommodate a large bobtail/box truck. Tractor trailers for deliveries to the Government's leased space can be accommodated on Smith Street on an after hours basis, provided the Government arranges for the necessary City of Houston permit. Perimeter columns in the building are 15 feet on center; all other columns are 20 feet or greater on center.
34. All security requirements specified in Section 10 of the SFO shall be satisfied by the Government from the Tenant Improvement Allowance to the extent required, within the leased space. It is understood and agreed that no special security requirements shall be required or imposed with respect to general tenant or visitor access to the building, the set back of the building from the street, progressive collapse structural requirements, window protection, the main building lobby, the building mailroom, the building loading dock and/or the HVAC systems for such areas. It is also agreed that no radon test shall be required as part of any lease agreement.
35. References to Metropolitan Life Insurance Company and Metropolitan Tower Realty Company herein shall be references to such companies with respect to Wells Fargo Plaza only and not any other assets, properties or buildings owned by such companies. The liabilities or obligations of the Lessor hereunder may be enforced only against Lessor's equity interest in the building. In the event of a sale of the building and an assignment of the lease to the new building owner, and upon approval by the Government of the novation of the lease agreement, such approval not to be unreasonably withheld, Metropolitan Life Insurance Company and Metropolitan Tower Realty Company shall have no continuing liability under this lease.
36. The following provisions of the SFO are understood to be "offer" or "solicitation" provisions and shall not become part of the lease agreement: 1.1.C, 1.1.D, 1.3, 1.4, 1.7, 1.8.B, 1.8.E, 1.13, 2.1, 2.2, 2.4, 3.1, 3.4, 3.5.A, 3.6.A, and 3.7.A.

LESSOR

UNITED STATES OF AMERICA

BY _____

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BY _____

(initial)