

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

3.5.10

LEASE NO.

GS-07B-16716

THIS LEASE, made and entered into this date by and between BLUFFVIEW TOWERS, LP

Whose address is 3500 Maple Ave., Suite 220
Dallas, TX 75219-0000

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 36,007 rentable square feet (RSF) of office and related space, which yields 30,600 ANSI/BOMA Office Area square feet (USF) of space. The leased space consists of existing leased area consisting of 25,037 RSF, which yields 21,277 ANSI/BOMA Office Area square feet and a new expansion area of office and related area of 10,970 RSF, which yields 9,323 ANSI/BOMA Office Area (Expansion Area). Such office and related space is located at 3860 W. Northwest Hwy. Dallas, Texas 75220-5183 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 31 unreserved secured covered structured parking spaces and 5 unreserved outside surface parking spaces.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning upon the completion of the Tenant Improvements and the acceptance by the Government of the described Expansion Area and continuing for a period of 120 months, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent in arrears as follows:

Upon the date of the completion and the acceptance by the Government of the Tenant Improvements of the Expansion Area through 7/1/2012 the Government shall pay the Lessor total annual rent consisting of \$17.95/rsf for Shell Rent, \$4.83/rsf for Operating Costs plus annual CPI adjustments, and the annualized amortized cost of the negotiated Tenant Improvements at eight percent (8%) over 60 months.

Effective 7/2/2012 for a period calculated from the effective date of the acceptance of the Expansion Area to a date that is 60 months beyond, the Government shall pay the Lessor total annual rent consisting of \$19.20/rsf for Shell Rent, the then current Operating Costs as adjusted for CPI from established base of \$4.83/rsf, and annual amortized Tenant Improvement cost.

Effective the 61st month from acceptance of space of the Expansion Area through month 120, the Government shall pay the Lessor total annual rent consisting of \$22.64/rsf for Shell Rent and the then current Operating Costs as adjusted for CPI from established base of \$4.83/rsf. Tenant Improvements will no longer be a part of the Total Annual Rent paid to the Lessor.

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

LESSOR: Bluffview Towers, LP

Witness

Authorized Signatory
(Title)

3500 Maple Ave, Suite 220, Dallas, TX
(Address) 75219

UNITED STATES OF AMERICA

BY

Contracting Officer, General Services Administration
(Official Title)

4. The Government may terminate this lease in whole or in part at any time after the first five (5) years of this lease term, which shall commence upon the completion of the Tenant Improvements and the acceptance by the Government of the Expansion Area, by giving the Lessor at least 120 days written notice. There shall be no rental accrual after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing by the Government to the Lessor.

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

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

A. Those facilities, all services, all supplies, all utilities, and all maintenance in accordance with SFO 8TX2692 dated October 1, 2009.

B. Build out in accordance with standards set forth in SFO 8TX2692 dated October 1, 2009, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All Tenant Improvements shall to be completed as stated in paragraph 5.10 and 5.11 of the Solicitation For Offer (SFO).

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 8TX2692 dated October 1, 2009.

B. GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05])

C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])

D. Exhibit "A" - Drawings of the leased premises

8. Paragraph 5 was deleted and struck through in its entirety without substitution.

9. The space shall comply with the **handicap accessibility** requirements of the solicitation.

10. The Lessor is to provide as part of the rental consideration 31 unreserved secured covered structured parking spaces and 5 unreserved outside surface parking spaces.

11. In accordance with provisions of Paragraphs 4.2 **Tax Adjustments**, 4.3 **Operating Costs**, and 4.4 **Adjustment for Vacant Premises**, of the Solicitation for Offers 8TX2692, the following parameters are established:

(a) The lease is subject to real estate tax reimbursement. In accordance with terms of Paragraph 4.2, the **percentage of occupancy** is 51.29 (government leased space of 36,007 square feet divided by total building 70,197 square feet). The base year tax statement will be submitted within 60 days after payment to establish the base year taxes. If the tax statement is for multiple parcels or buildings, the value of each property shall be defined. The tax base year is established as the first 12-month period coincident with full assessment.

(b) The lease is subject to **Operating Cost adjustments**. For Operating Cost adjustment, the operating costs are established at \$4.83 per rentable square foot. The base cost of services is established at \$173,913.81 based on \$4.83 for 36,007 rentable square feet.

(c) The amount for Adjustment for **Vacant Premises** in accordance with Paragraph 4.4 is \$2.00/rsf.

12. In accordance with Paragraph 4.6 of SFO 8TX2692, Overtime Usage, the overtime HVAC services will be provided at the rate of \$50.00 per hour minimum of 2 hours. Normal operation hours are established as 7:00 am to 5:00 pm Monday through Friday excluding federal holidays. In the event the buildings normal working hours extend beyond the hours stated above, the Government will not be charged an overtime usage rate for those hours

13. The Lessor will provide 3 copies of a CAD "as built" disk to the contracting officer within thirty (30) days of completion of construction.

Bluffview Towers, LP

By 

UNITED STATES OF AMERICA

BY 
(Initial)

GS-07B-16716

3860 W. Northwest Hwy. Dallas, TX 75220-5183

14. Janitorial service will be performed during tenant working hours 7:00 a.m. to 5:00 p.m., Monday through Friday, excluding federal holidays.

15. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.176716.

16. In the event the actual amount of space exceeds 30,600 usable square feet, there will be no additional cost to the Government.

17. Build out in accordance with standards set forth in SFO 8TX2692 dated October 1, 2009 and in accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$337,420.25 (9323 USF x \$36.192240) shall be amortized through the rent for the first 5 years of the lease term at the rate of 8%. The total annual cost of Tenant Improvements for the amortization period of five (5) years shall be \$82,099.99.

18. 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.

19. All questions pertaining to this Lease shall be referred to the Contracting Officer of the U.S. General Services Administration (GSA) or their GSA designee. The Government occupant is **not** authorized to administer this lease or direct the Lessor to bear additionally costs and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in **writing** by U.S. Warranted Contracting Officer or their GSA designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

20. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new leases/contracts not later than January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

Lessor

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