

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE

March 1, 2011

LEASE NO. LTX16743

THIS LEASE, made and entered into this date by and between Taylor Place, LP, A Texas Limited Partnership

whose address is: 801 East Taylor  
Sherman, TX 75090

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:

- The Lessor hereby leases to the Government the following described premises:

A total of 20,137 rentable square feet (RSF) of office and related space, which yields 17,510 ANSI/BOMA Office Area square feet (USF) of space on the 2<sup>nd</sup> floor of the building located at 600 E. Taylor Sherman, TX 75090 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 six (6) parking spaces for the exclusive use of Government employees and patrons.

- TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for ten (10) years, subject to termination and renewal rights as may be hereinafter set forth. Actual lease term dates will be established by Supplemental Lease Agreement.
- The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Year	Shell	Base Cost of Services	Tenant Improvement Allowance	Building Specific Security Costs	Total Annual Rent	Total Monthly Rent
1-5	\$223,777.80	\$98,406.20	\$141,841.27	\$14,184.13	\$478,209.40	\$39,850.78
6-10	\$243,914.30	\$98,406.20	\$0.00	\$0.00	\$342,320.50	\$28,526.00

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

**Dean Gilbert, Inc., GP**  
801 East Taylor  
Sherman, TX 75090

- The Government may terminate this lease in whole or in part at any time after the fifth (5<sup>th</sup>) year by giving at least one hundred-eighty (180) 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.
- ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals: at a Full Service Rent of per month plus CPI adjustments. The Government shall provide Lessor at least day's prior notice in year to renew.~~
- The Lessor shall furnish to the Government as part of the rental consideration, the following:
  - All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment," of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 9TX2877 and its attachments.
  - Adequate space for telecommunications antennae and transmission devises in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.
- The following are attached and made a part hereof:
 

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

  - The Solicitation For Offers Number 9TX2877 (pages 1-70) (all references to SFO shall also refer to any Special Requirements and Amendments);
  - GSA Form 3517 (pages 1-2);

*Handwritten initials/signature*

- c) GSA Form 3518 (pages 1-7);
- d) Exhibit A – Base Plans (page 1)
- e) Exhibit B-Lessor Fire Life Safety Work (page 1)
- f) Exhibit C-Parking Plan (page 1)
- g) Legal description of property (page 1)

8. The following changes were made in this lease prior to its execution:

Paragraph 5 of this STANDARD FORM 2 was deleted in its entirety. Paragraphs 9 through 20 have been added.

9. Rent includes a Tenant Improvement Allowance of \$604,110.00 to be amortized through the rent over the firm term of the Lease (60 months) at the rate of 6.5%. In accordance with SFO paragraph 3.3 *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.

10. In accordance with SFO paragraph 2.5, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in [REDACTED] transaction. The Lessor and CBRE have agreed to a cooperating lease commission of four and [REDACTED] percent (4.5%) of the firm term value of this lease ("Commission"). The total amount of the Commission is \$107,597.11 This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease [REDACTED] commencement [REDACTED] se. Due to the Commission Credit described in SFO Paragraph 2.5 B only \$64,558.27, which is [REDACTED] percent (6 [REDACTED] Commission, will be payable to CBRE when the Lease is awarded. The remaining \$43,038.85, which is forty (40%) of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue until the credit has been fully recaptured.

First month's rental payment of \$39,850.78 minus the prorated commission credit of \$14,346.28 equals \$25,504.50 (adjusted first month's rent).

Second month's rental payment of \$39,850.78 minus the prorated commission credit of \$14,346.29 equals \$25,504.49 (adjusted second month's rent).

Third month's rental payment of \$39,850.78 minus the prorated commission credit of \$14,346.28 equals \$25,504.50 (adjusted third month's rent).

11. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.15 (20,137 RSF / 17,510 USF).

12. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 22.35%. Tax base is \$14,000 (\$.69 RSF / \$.79USF).

13. In accordance with SFO paragraph 4.3 *Operating Costs Base*, the escalation base is established as \$4.89/RSF per annum.

14. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$1.50/USF for vacant space (rental reduction).

15. In accordance with SFO paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$40 per hour beyond the normal hours of operation of 7:30AM to 5:30PM. Areas that require 24/7 is established as \$.015 per usf.

16. "Building Specific Amortized Security Costs (BSAC) in the total amount of \$60,411 shall be amortized through the rent for 5 years at the rate of 6.5%. The total annual cost of Building Specific Amortized Security Costs (BSAC) is \$14,184.13"

17. The Lessor hereby forever and unconditionally waives 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. 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 and will become property of the Lessor.

18. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.

19. Unauthorized Improvements: All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and Dean Gilbert, Inc. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the term of the lease agreement or

authorized in writing by the GSA Contracting Officer. If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space."

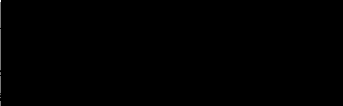
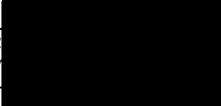
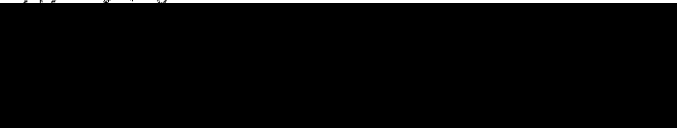
- 20. Within thirty (30) days of lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be taken care of immediately.
- 21. The total ANSI/BOMA square foot area referred to in Paragraph 1 of the SF-2 herein is subject to an adjustment with the actual number of ANSI/BOMA square feet delivered to be determined by mutual field measurements in accordance with provision of Paragraph 4.1 in the SFO. However it is mutually agreed that the total ANSI/BOMA office area square feet must meet the minimum requirement of 17,510 ANSI/BOMA office area square feet as stated in Paragraph 1.1 of the SF2.

If the actual number of ANSI/BOMA square feet differs from Paragraph 1 of the SF-2, the Lease shall be amended by Supplemental Lease Agreement after field measurement to establish the square footage in compliance with the terms of this paragraph.

Rental is subject to a physical mutual measurement and will be based on the rate, per ANSI/BOMA Office Area square foot (USF) as noted in Paragraph 1 of the SF-2, and the actual USF in accordance with Paragraph 5 "PAYMENT" of the GENERAL CLAUSES. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the RSF requested in Paragraph 1.1 "AMOUNT AND TYPE OF SPACE" of the Solicitation for Offers (SFO).

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.

- 22. Within sixty (60) days of lease award, Lessor agrees, at its sole cost and expense, to construct one hour fire rated walls leading from the exit stairwell to the exterior of the building. Additionally, Lessor agrees to have the same area fully sprinklered within sixty (60) days of the lease award. Said sprinklers shall be the sole responsibility of the Lessor to maintain and repair as needed throughout the lease term and any renewals thereof. See Exhibit B showing exit stairway where the above shall be completed.

SIGNATURE		NAME OF SIGNER	Dean Gilbert, President Dean Gilbert, INC.
ADDRESS	201 S Taylor Sherman, TX 75090		
IN THE PR		NAME OF SIGNER	Joe Gilbert
UNITED STATES OF AMERICA			
SIGNA		NAME OF SIGNER	
		OFFICIAL TITLE OF SIGNER	CONTRACTING OFFICER
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