

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

2/25/11

LEASE NO.

GS-07B-16839

THIS LEASE, made and entered into this date by and between COMBS COMMERCIAL PROPERTIES, LLC

whose address is 1619 S. Tyler St.
Amarillo, TX 79102-3139

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 consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 11,877 rentable square feet (RSF) of office and related space, which yields 10,170 ANSI/BOMA Office Area square feet (USF) of space located on the first floor of the offices at 7201 I-40 West, Amarillo, TX 79106-2634 (See Exhibit B - Legal Description) 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 zero (0) onsite, reserved and secured parking spaces and 143 shared parking spaces for use by employees and visitors.

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 (SEE PARAGRAPH 16) and continuing for a period of 10 years, with a firm term of 5 years, subject to termination and renewal rights as may be hereinafter set forth. The actual lease term dates will be established by a subsequent Supplemental Lease Agreement.

3. The Government shall pay the Lessor total annual rent of \$179,082.95 in arrears for years 1 through 5, which consists of annual Operating Costs of \$60,312.95 with annual CPI adjustments.

For years 6 through 10, the Government shall pay the Lessor total annual rent of \$213,786.00 paid in arrears. The total annual rent consists of annual Operating Costs of \$60,312.95 with annual CPI adjustments.

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

COMBS COMMERCIAL PROPERTIES, LLC
C/O FIMC COMMERCIAL REALTY
1619 S. TYLER ST.
AMARILLO, TX 79102-3139

4. The Government may terminate this lease in whole or in part effective at any time after the fifth (5th) year of this lease by giving at least 120 days' prior notice, in writing, to the Lessor. No rental shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the date of the mailing.

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

~~Provided notice shall be given in writing to the Lessor at least _____ 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.~~

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 0TX2022 dated 9/9/2010.
- B. The Lessor hereby waives restoration of the leased premises.
- C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
- D. Adequate space for telecommunications antennae and transmission devices in accordance with the Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

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

Solicitation for Offers (SFO) 0TX2022 dated 9/9/2010
GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05])
GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
Exhibit A: Special Requirements for Solicitation for Offers 0TX2022 dated 9/9/2010
Exhibit B: Legal description
Exhibit C: Floor Plans

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

Paragraph 5 is intentionally omitted and has been struck through. Paragraphs nine (9) through sixteen (16) are added.

9. **Percentage of Occupancy:** The lease is subject to Real Estate Tax reimbursement as provided for in the Paragraph entitled "Tax Adjustment" of the SFO. For tax adjustments, the percentage of occupancy is established at 22.58%. The base year tax statement will be submitted within 60 calendar days after Lessor's payment of taxes to establish the base tax year. If the statement is for multiple parcels or buildings, the value of each property shall be defined.
10. **Operating Cost:** In accordance with the SFO paragraph entitled "Operating Costs," the escalation base is established as \$5.08/RSF or \$60,312.95 (11,877 rsf X \$5.08).
11. **Common Area Factor:** In accordance with the SFO paragraph entitled "Common Area Factor," the common area factor is established as 1.167847 (11,877 RSF/10,170 USF).
12. **Adjustment for Vacant Premises:** In accordance with the SFO paragraph entitled "Adjustment for Vacant Premises," the adjustment shall be a reduction of \$2.25 /ANSI-BOMA Office Area square foot for vacant space.
13. **Overtime HVAC Usage:** In accordance with the SFO Paragraph entitled Overtime Usage, the rate for Overtime Heating and Cooling is established at \$0.00 per hour for the entire Government leased premise. The Lessor shall not charge the Government for Overtime Heating and Cooling if the building is open and the Heating and Cooling is operating for all other tenants beyond the Normal Hours stipulated in this agreement. The Overtime Heating and Cooling Usage rate shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day as specified by the lease agreement.
14. **Commission Credit:** 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 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 to the Government. The reduction in Shell rent shall commence with the first full month of the rental payments and continue for 2 months until fully recaptured.

15. **Unauthorized Tenant Improvements:** All questions pertaining to this Lease shall be referred, in writing, to the Contracting Officer of the General Services Administration (GSA) or his/her designee. The Government's occupant of the leased premise is not authorized to administer this lease or make commitments to the Lessor that are not followed-up with a written agreement to the Lease. GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other cost authorized, 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 in scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. If Lessor delivers space with Tenant Improvements not authorized, in writing, by the GSA Contracting Officer, then the Lessor shall not be entitled to compensation or payment if the Tenant Improvements remain in place after the Government's acceptance of the space.
16. [REDACTED] The Lessor and the Government agree that this lease is conditional and shall not become effective until such time as the Lessor installs [REDACTED] in the Government leased space per the requirements set forth in the SFO and the Government inspects and approves the [REDACTED] installation.
17. **Mutual Termination.** Upon the effective date of this lease, Lessor and Government agree the existing lease, GS-07B-14192 is terminated in the entirety effective the day preceding the effective date of this lease.

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

LESSOR

BY



owner / manager
Title

Marion W. Combs
(Printed Name)

In testimony whereof



1619 S. Tyler
Address

Risha Kubler
(Printed Name)

Amarillo
City

TX
State

79102
Zip

UNITED STATES

ADMINISTRATION

BY



MARY L. HEWSON
CONTRACTING OFFICER

Contracting Officer
(Official Title)

LESSOR J. W. C. GOVT MAA