

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

2/25/11

LEASE NO.

GS-07B-16862

THIS LEASE, made and entered into this date by and between THE COMMONS AT CLIFF CREEK LTD.

Whose address is 5508 HWY-290
SUITE 200
AUSTIN, TX 78735-8818

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 11,257 rentable square feet (RSF) of office and related space, which yields 9,788 ANSI/BOMA Office Area square feet (USF) of space at Monterey Oaks, Building B, 5508 Hwy 290 West, Austin, Texas 78735-8818 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 fifty-six (56) onsite surface parking spaces for the exclusive use of the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the leased premises but not to exceed 120 calendar days following the Government's issuance of Tenant Improvement Notice to Proceed and continuing for a term of fifteen (15) years, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent at the following rate:

TERM	MONTHLY RENT	ANNUAL RENT
Years 1-10	\$28,992.01	\$347,904.06
Years 11-15	\$26,819.80	\$321,837.60

Rent shall be paid monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be made payable to:

The Commons at Cliff Creek Ltd.
5508 Hwy 290, Suite 200
Austin, TX 78735-8818

unto subscribed their names as of the date first above written.

COMMONS INVESTMENTS INC. ITS
GENERAL PARTNER
SEBASTIAN STADLER - PRESIDENT

(Address)

78757

MARY L. HEWSON
CONTRACTING OFFICER
General Services Administration
(Official Title)

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 90 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. 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 _____ 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, maintenance, space improvements, parking and special requirements. This is a fully-serviced lease in accordance with SFO 9TX2971 dated July 1st, 2010.

B. Build-out in accordance with standards set forth in SFO 9TX2971 dated July 1st, 2010, and the Government's design intent drawings. Government space plans will be delivered to the Lessor within 30 working days from award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. The Lessor hereby waives restoration.

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 9TX2971 dated July 1st, 2010 (51 pages)

B. Special Requirements (72 pages)

C. Amendment No. 1 to SFO 9TX2971 (3 pages).

D. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05]) (33 pages)

E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]) (7 pages)

F. Exhibit A – Base Plan (1 page)

G. Exhibit B – Legal Description (1 page)

8. Paragraph 5 of Standard Form 2 has been deleted in its entirety.

9. In accordance with the SFO paragraph 3.2 entitled *Tenant Improvements Included in Offer*, Tenant Improvements in the total amount of \$333,621.00 shall be amortized through the rent for ten (10) years at the rate of 9.00%. The annual cost included in the rent is \$50,714.04.

10. In accordance with the SFO paragraph 4.3 entitled *Operating Costs* are \$69,231.00 per annum. This lease is subject to operating cost escalation.

11. In accordance with the SFO paragraph 4.1 C. entitled *Common Area Factor*, the common area factor is established as 1.15 (11,257 RSF/ 9,788 USF).

12. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$.50/USF for vacant space (rental reduction).

13. In accordance with the SFO Paragraph 4.6 entitled *Overtime Usage*, the rate for Overtime Heating and Cooling is established at \$35.00 per hour for the entire Government leased premises. 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. Building Security Amortized Costs (BSAC) in the total amount of \$68,164.00 shall be amortized through the rent for 120 months at the rate of 9.00%. The annual cost included in the rent is \$10,361.67.

15. In accordance with the SFO paragraph 4.2 entitled *Tax Adjustments*, this lease is subject to real estate tax adjustment. The percentage of occupancy is 14.27% (11,257 RSF / 78,681 RSF).

UNITED STATES OF AMERICA

BY 

(Initial)

16. Fees applicable to Tenant Improvements shall not exceed:
- General Conditions – 3.0%
 - General Contractor – 8.0%
 - Architectural/Engineering – \$3.50 per USF.
 - Lessor Project Management Fee – 0.0%

17. In accordance with Paragraph 2.5 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperative commission of 4.0% of the firm term value of this lease ("Commission"). The total amount of the Commission is \$139,161.62. 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 or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.5, of \$71,668.24, which is 51.5% of the Commission, will be payable to Studley when the Lease is awarded. The remaining \$67,493.38, which is 48.5% of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion, excluding taxes, of the annual rental payments (\$181,267.08 / 12 months = \$15,105.59 per month) 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 throughout the fifth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

Month 1:	\$28,658.36	plus prorated Commission Credit of \$14,333.65 equals	\$14,324.71 adjusted First Month's Rent
Month 2:	\$28,658.36	plus prorated Commission Credit of \$14,333.65 equals	\$14,324.71 adjusted Second Month's Rent
Month 3:	\$28,658.36	plus prorated Commission Credit of \$14,333.65 equals	\$14,324.71 adjusted Third Month's Rent
Month 4:	\$28,658.36	plus prorated Commission Credit of \$14,333.65 equals	\$14,324.71 adjusted Fourth Month's Rent
Month 5:	\$28,658.36	plus prorated Commission Credit of \$14,333.64 equals	\$14,324.72 adjusted Fifth Month's Rent

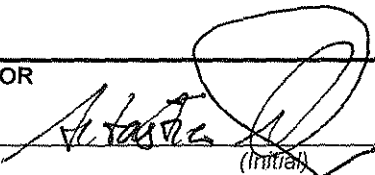
18. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998.

19. All questions pertaining to this Lease shall be referred to the Contracting Officer of 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 authorized in writing by Contracting Officer or their 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.

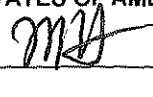
LESSOR

UNITED STATES OF AMERICA

BY


(Initial)

BY


(Initial)