

STANDARD FORM 2
FEBRUARY 1965
EDITION
GENERAL SERVICES
ADMINISTRATION

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

6-16-11

LEASE NO.

GS-07B-16919

THIS LEASE, made and entered into this date by and between MET CENTER PARTNERS-8, LTD.

Whose address is 1135 W 6TH ST STE 120
AUSTIN, TX 78703-5309

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 60,000 rentable square feet (RSF) of office and related space, which yields 52,173 ANSI/BOMA Office Area square feet (USF) of space at MetCenter, Building 5, 7600 Metropolis Drive, Austin, TX 78744-1613 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 600 surface parking spaces for exclusive use of Government employees and patrons.

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 no termination or renewal rights.

3. For years 1 – 5, the Government shall pay the Lessor annual rent of \$1,988,623.96 at the rate of \$165,718.66 per month in arrears, which includes annual shell rent of \$1,585,200.00 at the rate of \$132,100.00 per month; annual operating cost of \$160,200.00 at the rate of \$13,350.00 per month, subject to annual CPI adjustments; annual amortized tenant improvement allowance of \$232,206.07 at the rate of \$19,350.51 per month, and annual amortized security costs of \$11,017.89 at the rate of \$918.16 per month.

For years 6 – 10, the Government shall pay the Lessor annual rent of \$2,228,023.96 at the rate of \$185,668.66 per month in arrears, which includes annual shell rent of \$1,824,600.00 at the rate of \$152,050.00 per month; annual operating cost of \$160,200.00 at the rate of \$13,350.00 per month, subject to annual CPI adjustments; annual amortized tenant improvement allowance of \$232,206.07 at the rate of \$19,350.51 per month, and annual amortized security costs of \$11,017.89 at the rate of \$918.16 per month.

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

MET CENTER PARTNERS – 8, LTD.
1135 W. 6TH STREET, SUITE 120
AUSTIN, TX 78703-5309

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

LESSOR

MET CENTER PARTNERS-8, LTD.

President of WPHH Enterprises, GP
(Title)

1135 W. 6TH ST., SUITE 120 AUSTIN, TX 78703
(Address)

Contracting Officer, General Services Administration

~~4. The Government may terminate this lease in whole or in part at any time on or after year 10 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 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.~~

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

A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 9TX2641 dated December 16, 2010.

B. Build out in accordance with standards set forth in SFO 9TX2641 dated December 16, 2010, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2.

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 9TX2641 dated December 16, 2010.

B. Program of Requirements dated April 12, 2010.

C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05).

D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07).

E. Attachment 1, Legal Description.

F. Attachment 2, Floor Plan.

8. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$1,643,878.98 shall be amortized through the rent for 10 years at the rate of 7.31%. The total annual cost of Tenant Improvements for the amortization period shall be \$232,206.07.

9. The following changes were made to this Lease prior to its execution: Paragraphs 4 and 5 were intentionally deleted in their entirety.

10. In accordance with the SFO paragraph entitled *Tax Adjustment*, the percentage of Government occupancy is established as 40% of the rentable square foot area of the building, the base year taxes for the entire building are established at \$185,645.00, and the base tax year is effective in 2011. The establishment of this base year tax amount notwithstanding, the Government shall still be entitled to its share of any decrease in Real Estate Taxes throughout the lease term.

11. In accordance with the SFO paragraph entitled *Operating Costs*, the escalation base is established as \$2.67/RSF (\$160,200.00/annum). The Government shall pay separately for its utilities.

12. In accordance with Subsection C of the SFO paragraph entitled *Measurement of Space*, the common area factor is established as 1.15 (60,000 RSF/52,173 USF).

13. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.15/USF for vacant space (rental reduction).

14. In accordance with the SFO Paragraph entitled *Overtime Usage*, the Government shall pay separately for its utilities, which includes overtime usage of HVAC.

LESSOR

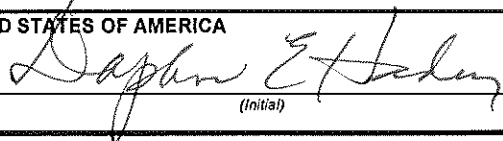
UNITED STATES OF AMERICA

BY



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BY



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15. Security costs in the total amount of \$78,000.00 shall be amortized through the rent for 120 months at the rate of 7.31%.

16. The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease. 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. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$165,718.66 minus one third of the Commission Credit [redacted] equals [redacted] adjusted First Month's Rent.

Second Month's Rental Payment of \$165,718.66 minus one third of the Commission Credit [redacted] equals [redacted] adjusted Second Month's Rent.

Third Month's Rental Payment of \$165,718.66 minus one third of the Commission Credit [redacted] equals [redacted] adjusted Third 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.

19. 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 that remain in the leased space after termination of the lease contract will become property of the Lessor.

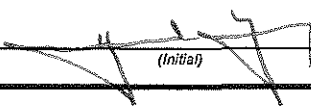
20. Notwithstanding General Clause 2, 552.270-5, "Subletting and Assignment (Sep 1999)," the Government may sublet any part of the premises but shall not be relieved of any obligations under this lease by reason of such subletting. The Government may at any time assign this lease but shall not be relieved of any obligations under this lease by reason of such assignment. Any assignment shall be subject to the prior written consent of Lessor, which shall not be unreasonably withheld.

21. Notwithstanding General Clause 17, 552.270-7, "Fire and Casualty Damage (Jun 2008):"

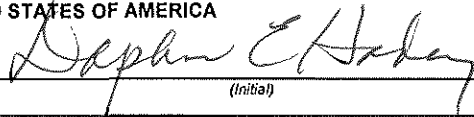
LESSOR

UNITED STATES OF AMERICA

BY


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- 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 twenty (120) 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 ninety (90) 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, 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(c) 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.
- 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 Facilities to conform to this Lease, as amended, and all applicable laws; provided, however, that the Government shall have final approval rights to all such plans. 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.

LESSOR

UNITED STATES OF AMERICA

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