

This Lease is made and entered into between

Gallaway Real Estate Holdings, LLC

("the Lessor"), whose principal place of business is 2400 4th Avenue, Canyon, Texas 79105, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

Helm Plaza II, 1100 S. Fillmore, Amarillo, Texas 79101

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning upon lease award and continuing through the following five (5) years firm. The lease may be renewed at the option of the Government for one (1), five (5) year option term.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

[Redacted Signature]

FOR THE GOVERNMENT:
[Redacted Signature]

Name: DAVID A. GALLAWAY
Title: President
Date: 10/23/12

Lease LCO
Date: October 29, 2012

WITNE

[Redacted Signature]

Name: AARON EMEIRSON
Title: AGENT
Date: 10/23/2012

LESSOR: [Signature] GOVERNMENT: [Signature]

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEPT 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to, security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the lease paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: **18,631** rentable square feet (RSF), yielding **17,093** ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of **9.00%**, located on the 1st floor and known as Suite 100, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B.

1.02 EXPRESS APPURTENANT RIGHTS (SEPT 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: **47** parking spaces as depicted on the plan attached hereto as Exhibit ~~XX~~ of which ~~XX~~ shall be structured inside spaces reserved for the exclusive use of the Government, ~~XX~~ shall be inside parking spaces, and ~~XX~~ shall be surface parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011)

A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

	FIRM TERM - YEARS 1 - 5	RENEWAL TERM - YEARS 6 - 10
	Annual Rent	Annual Rent
Shell Rent	\$183,329.04	\$195,625.50
Tenant Improvements rent ⁴	\$XX.XX ³	\$XX.XX ³
Operating Costs	\$94,886.40	\$94,886.40 ³
Building Specific Security ¹	\$1,642.77 ^{1,2}	\$0.00 ¹
Total Annual Rent	\$279,858.21	\$290,511.90

⁴The Tenant Improvements of \$XX,XXX are amortized at a rate of X percent per annum over XX years.

¹Building Specific Security Costs are amortized at a rate of 8.0 percent per annum over 5 years.

²Rates may be rounded.

³Operating Cost basis shall continue from Year 5 of existing lease term including CPI escalations.

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 The Premises" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and

LESSOR:  GOVERNMENT: 

[Type text]

- 4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEPT 2011)

A. **STUDLEY, INC.** ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Section 2.01. C., only [REDACTED], or [REDACTED] of the Commission, will be payable to STUDLEY, INC. The remaining [REDACTED] or [REDACTED] which is the "Commission Credit", shall be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

B. Notwithstanding Section 1.03 of this Lease, 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 full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment **\$23,321.52** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.
 Second Month's Rental Payment **\$23,321.52** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

1.05 TERMINATION RIGHTS (SUCCEEDING) (SEP 2011)

~~The Government may terminate this Lease, in whole or in part, at any time effective after Year five (5), by providing not less than ninety (90) calendar days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.~~

1.06 RENEWAL RIGHTS (SEPT 2011)

This Lease may be renewed at the option of the Government for a term of [REDACTED] at the following rental rate(s):

OPTION TERM, [REDACTED]	
ANNUAL RENT	
SHELL RENTAL RATE	[REDACTED]
OPERATING COST	OPERATING COST BASIS SHALL CONTINUE FROM YEAR 5 OF EXISTING LEASE TERM. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.

The Lessor agrees to provide the Government a renewal notice 180 days prior to the lease expiration. Provided the government intends to remain in the space, the Government will agree to sign the extension / renewal lease 60 days prior to the actual expiration date. All other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term. This rate includes the cost for new carpet and paint for the tenant space, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture

1.07 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
LEGAL DESCRIPTION	1	A
FLOOR PLAN(S)	1	B
PARKING PLAN(S)	N/A	N/A
GSA FORM 3517B GENERAL CLAUSES	48	C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	D
ADDITIONAL SECURITY REQUIREMENTS	3	E
SMALL BUSINESS SUBCONTRACTING PLAN	N/A	N/A
SECURITY UNIT PRICE LIST	2	F

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)

INTENTIONALLY DELETED

LESSOR:  GOVERNMENT: 

[Type text]

1.09 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (SEPT 2011)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is **58.46** percent. The percentage of occupancy is derived by dividing the total Government space of **18,631** RSF by the total building space of **31,870** rentable square feet.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is **\$14,332.16**.

1.10 OPERATING COST BASE (SEPT 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$94,886.40** per annum.

1.11 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEPT 2011)

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$0.75** per ABOA sq. ft. of space vacated by the Government.

1.12 HOURLY OVERTIME HVAC RATES (SEPT 2011)

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

~~\$X.XX per hour per zone~~

~~Number of zones: X~~

\$19.75 per hour for the entire space.

1.13 24-HOUR HVAC REQUIREMENT (APR 2011)

The Hourly Overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of **\$1.50** per ABOA sq. ft. of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants at no additional charge.

1.14 ADDITIONAL BUILDING IMPROVEMENTS (SEPT 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

- A. West female restroom, install missing drain pipe insulation.
- B. Test and repair emergency lighting and exit lighting with battery packs.
- C. Clean, repair or replace the stained plastic laminate countertop in the west female restroom.

LESSOR:  GOVERNMENT: 