

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

7-9-08

LEASE NO.

GS-07B-16476

THIS LEASE, made and entered into this date by and between LA-Lakeway, L.L.C.
A Delaware Limited Liability Company

whose address is 3900 N. Causeway Blvd., #1350
Metairie, LA 70002

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:

84,657 rentable square feet (73,615 ANSI/BOMA Office Square feet) of fully serviced office and related space on the 17th, 18th, 19th and the 20th floor at Three Lakeway, 3838 North Causeway Boulevard, Metairie, Louisiana 70002-8194, along with 217 inside secured parking spaces, and being more particularly described in Exhibit 1, Legal Description, Exhibit 2, Floor plan and Exhibit 3, Parking Plan.

to be used for such purposes as determined by General Services Administration

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning upon completion of the required improvements by the Lessor and acceptance by the Government, through 7 years, 5 years firm.

3. The Government shall pay the Lessor annual rent of (See Sheet 3, paragraph 9), per annum, at the rate of (See Sheet 3, paragraph 9), per month, in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

LA-Lakeway, L.L.C., a Delaware Limited Liability Company
C/O Equity Office
Department 10410
P.O. Box 730100
Dallas, TX 75373-0100

4. The Government may terminate this lease at any time after the 5th full year of occupancy by giving at least 270 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:

N/A

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.

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

- a. Facilities, all services and utilities, maintenance, and tenant improvements as specified in Solicitation For Offers 6LA0177.
- b. Full life/fire safety and handicapped accessibility as specified Solicitation For Offers 6LA0177.

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

~~The General Provisions and Instructions (Standard Form 2 - A _____ edition);~~

Sheets 3 -8, To Lease GS-07B-16476 , containing paragraphs 9-29; Solicitation For Offers 6LA0177 (54 pages) including

Performance Specifications General Finish and Furnishing Requirements (1 page) and Performance Specifications General Requirements and Space Specifications (8 pages); NOFD18proposed Rev2 Space Specification (1 page); Amendment No. 1, to Solicitation For Offers 6LA0177 (1 page); Exhibit 1 To Lease GS-07B-16476, Legal Description; Exhibit 2 To Lease GS-07B-16476, Floor plans (4) pages, Exhibit 3 To Lease GS-07B-16476, Parking Plan (1 page); GSA Form 3517B, (Rev 7/05), General Clauses (32) pages; GSA Form 3518, (Rev 12/03), Representations and Certification, (5) pages;

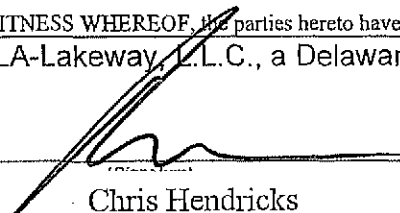
8. The following changes were made in this lease prior to its execution:

Paragraph 5 was deleted in its entirety.

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

LESSOR LA-Lakeway, L.L.C., a Delaware Limited Liability Company

BY

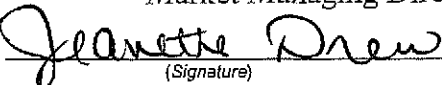


(Signature)

Chris Hendricks

IN PRESENCE OF:

Market Managing Director



(Signature)

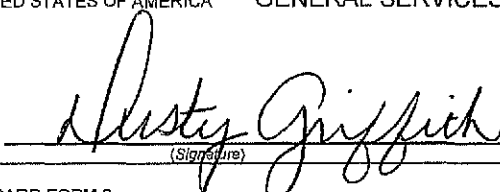
15950 N. Dallas Pkwy #300
Dallas, TX 75248

(Address)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION

BY



Contracting Officer

(Official title)

SHEET 3 TO LEASE GS-07B-16476

9. The Government shall pay the Lessor rent as follows:

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1	\$2,154,520.65	\$179,543.39
2	\$2,201,082.00	\$183,423.50
3	\$2,243,410.50	\$186,950.88
4	\$2,285,739.00	\$190,478.25
5	\$2,328,067.50	\$194,005.63
6	\$2,370,396.00	\$197,533.00
7	\$2,412,724.50	\$201,060.38

The rent shall be paid on a monthly basis, in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

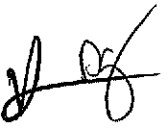
LA-Lakeway, L.L.C., a Delaware Limited Liability Company
C/O Equity Office
Department 10410
P.O. Box 730100
Dallas, TX 75373-0100

10. Pursuant to paragraph 1.10 of the Solicitation For Offers, the tenant improvement allowance shall be \$10.00 per ANSI/BOMA office area square foot and shall be amortized over the five year firm term at 7%. The T/I will be used to construct the interior space in accordance with SFO 6LA0177 including any special requirements. If the T/I cost exceeds \$10.00 ABOASF (for up to 73,615 ABOASF), the balance due the Lessor will be paid by rental adjustment, or lump sum, to be determined by the Government. If the entire T/I of \$10.00 ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub-contractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted. This does not apply to the shell Buildout. Pursuant to paragraph 3.5, of the Solicitation For Offers the Government's percentage of occupancy is established at 18% based on the Government's leased premises of 84,657 rentable square feet and the buildings total rentable square feet of 462,890. Notwithstanding anything to the contrary contained in this Solicitation For Offers or the General Clauses, no further adjustments shall be made to such percentage or square footage unless there is an increase or decrease in the amount of space being leased by the Government. In the event of an increase or decrease in the amount of space being leased by the Government, a Supplemental Lease Agreement shall be executed by the parties which will set forth the new percentage of occupancy and square footage of the premises and any related adjustment in rent. Pursuant to paragraph 3.7 of the Solicitation For Offers the Operating Cost Base is established at \$7.49, per ANSI/BOMA office area square foot.

11. Pursuant to paragraph 3.12 of the Solicitation For Offers, the right to use appurtenant areas and facilities shall be nonexclusive and shall include the loading dock and the elevators and shall not include other tenant's space or space reserved for the Lessor or the building's sole use.

SHEET 4 TO LEASE GS-07B-16476

12. Pursuant to paragraph 3.15 of the Solicitation For Offers the Adjustment For Vacant Premises is established at \$0.96 per ANSI/BOMA office area square foot. Such adjustment shall be given only if the Government vacates at least 25% of the floor of their leased space except for the 20th floor demised premises..
13. Notwithstanding anything to the contrary in the Solicitation For Offers, the construction contract for the tenant improvement's and the building permit covering the construction of such improvement's will be provided to the Contracting Officer as soon as practicable after award and receipt of the design intent drawings from the Government.
14. Notwithstanding anything to the contrary in the Solicitation For Offers, the construction schedule of tenant improvements shall be reasonably agreed upon by the parties after the award and formalized in a Supplemental Lease Agreement.
15. Notwithstanding anything to the contrary in the Solicitation For Offers, sections 1.4 c. 1.4 d. and 1.4 e. will not apply.
16. The Government shall provide a minimum of two escorts for contractor to perform work in the premises during normal building hours, and for any work that cannot be completed during normal building hours, the Government shall provide after hours escorts for such work at the Government's sole cost and expense, if any. Any delays caused by the Government's failure to provide such escorts shall be deemed to be Government delay.
17. The parties mutually agree that the following specifications in the Solicitation For Offers, to the extent that the existing condition at the building may not meet the exact specification, is not applicable to the building, or is unknown to the Lessor, the Government agrees to accept the existing condition "as-is" as a suitable alternative to the stipulated requirement, and in each instance where the Contracting Officers pre-approval is required the Contracting Officer will be considered to have approved all such items listed in this paragraph.
 - A. Paragraph 5.7 – Ceiling height in office area approximately eight feet, NRC rating for ceiling tile unknown, ceiling are acceptable as-is for common areas, restrooms and Government demised area.
 - B. Paragraph 5.20 – Acoustical requirements, no measurements available. During the initial build out the ceiling tiles were in compliance with specifications.
 - C. Paragraph 6.3 – Drinking fountains one per floor, travel distance approximately 180 feet.
 - D. Paragraph 6.4 and 6.5- Men's toilet room had three sinks (schedule calls for four sinks), travel distance exceed 200 feet (approximately 220 feet), acceptable as-is.
 - E. Paragraph 6.6 – Janitorial closets located on each floor without sink, 19th floor janitorial closet includes sink.
 - F. Paragraph 6.7 and 6.8 – Heating and Air Conditioning is provided to the subject floors by means of a centralized air handler per floor with perimeter heating located along the exterior window walls. Cooling from the centralized air handler unit is distributed to the conditioned space via metal loop duct work that maintains a constant static pressure. Air flow is regulated by means of Carrier (Moduline VAV diffusers) with system dependent temperature controls. Return air is provided through troughs located within the lighting fixtures to a ceiling plenum return. Perimeter heating units are fan powered pneumatic

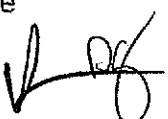


controlled with pneumatic thermostats. Filtration is provided at the inlet to the air handler through MERV 8 pleated filters. Each floor is controlled and monitored via Computrols energy management system. Heating and Air Conditioning (no pre-filters used, filters have a 40% efficiency and a plenum type air system is employed with a perimeter heating system simultaneously). Equipment met ASHRAE standards for the area and at time equipment was installed. During nonworking hours, heating temperatures shall be set no higher than 65° Fahrenheit.

- G. Paragraph 6.10 and 6.12 – Electrical panels provide five watts per ANSI/BOMA Office Area square foot, plus two watts per ANSI/BOMA Office Area square foot for lights & HVAC.
 - H. Paragraph 6.13 and 6.14 - Telecommunications acceptable as-is.
 - I. Paragraph 6.19 – Lighting is to be operated by switches and measurement of illumination is unknown. Building standard prismatic T-12 F40 lights at existing foot-candles shall be acceptable.
 - J. Paragraph 4.10 – Live load capacity of 50 pounds per ANSI/BOMA Office Area square feet, storage areas may not comply with SFO.
18. Notwithstanding anything to the contrary in the Solicitation for Offers, Lessor shall not be responsible for maintenance, repair or replacement of any Government-owned equipment or Government security systems in the Building, including but not limited to [REDACTED] modular or systems furniture, computers, copiers, data equipment and wiring, mail-handling equipment, office machines, telecommunications equipment and wiring, and magnetometers and x-ray machines. Furthermore, the Government shall be responsible for making all repairs within the leased premises which are the direct result of, and result solely from, the willful misconduct of a Government employee.
19. The Government shall pay all costs of maintenance or replacement of any and all supplemental HVAC units.
20. Pursuant to paragraph 7.3, of the Solicitation For Offers the overtime HVAC rate is established at \$75.00, per hour, per floor. The parties further agree that there is a 1-hour minimum charge.
21. The Government has the right to install its' security, communications equipment, and antennae or similar equipment to the roof, parapet or building envelope on the roof of the building, subject to code compliance and space availability. The Government's antenna equipment shall not interfere with devices used by the Lessor or other tenant's in the building.
22. The Lessor shall record a lease extract, which must be filed for registry in the office of the Parish Recorder of the Parish where the land or immovable property is located that it is to be leased (occupied), by the Government. This pertains to the original lease and all supplemental agreements to the lease. The Lessor must provide original registry documents, to the Contracting Officer or his/her representative within 30 days of occupancy.
23. Notwithstanding anything to the contrary in the Solicitation For Offers (including Section 2 of Form 3517B), the Government may sublet any part of the premises but shall obtain written approval of the Lessor, not to be unreasonably withheld, prior to such subletting. Government shall not be released from any obligations under the lease by reason of any subletting.



24. Notwithstanding anything to the contrary in the Solicitation For Offers (including Section 6 of Form 3517B), the Government's right to substitute a different governmental tenant agency shall be limited to agencies that will not deviate from the general office and related space purposes that the Government intends to use the premises, and shall otherwise be subject to the prior written consent of the Lessor, which shall not be unreasonably withheld, conditioned or delayed. The Government shall pay any documented increase in costs associated with the substitution of a Government agency or agencies, if applicable.
25. Notwithstanding anything to the contrary in the Solicitation For Offers (including the [REDACTED] Performance Specifications), Lessor is not providing any furnishings to the Government.
26. Notwithstanding anything to the contrary in the SFO and in Section 9 of the Solicitation, the Government's right to install security devices and implement security measures shall be limited to the Government's premises and shall be subject to Lessor's prior reasonable consent in cases where such security may adversely affect the public areas of the building, the building's structures or systems, or the business operations of other tenants, except in the case of the limited duration of any emergency situations. The Government shall pay all costs for such increased security.
- a. Section 9.2 – [REDACTED] in lobby is [REDACTED] 24 hours per day 7 days per week. Loading dock control post is manned 12 hours per day 7 days per week and during off hours is in a locked down mode, monitored via [REDACTED] and controlled by the [REDACTED]. The [REDACTED] the perimeter of the Lakeway Complex including the parking garages. [REDACTED] are monitored and [REDACTED]. Security currently provided by Lessor is acceptable by Government.
 - b. Section 9.6 – Distribution of building information, pertaining to the floors occupied by the Government, including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems and emergency operation procedures shall be controlled by Lessor.
 - c. Sections 9.13, 9.14 and 9.15 – Government's [REDACTED] shall be limited to the Government's Premises and 8th floor parking area in Three Lakeway garage.
 - d. Section 9.16 – Mail and packages entering the building shall not be subject to x-ray screening or visual inspection.
 - e. Section 9.18 – Government may install a perimeter Intrusion Detection System in the Premises only.
 - f. Section 9.22 – Photo ID for building occupants and visitors shall not be required.
 - g. Section 9.23 – Visitors to the Building shall not be required to sign in, display a badge or require and escort, except as required by Lessor.
 - h. Section 9.25 – The lobby HVAC unit operates the lobby only. The lobby does not have a dedicated exhaust system and cannot maintain a negative pressure relative to the rest of the building; the exhaust system is common to all floors.
 - i. Section 9.28 – Lessor will permit Government [REDACTED] [REDACTED]. All other areas of the parking garage will be controlled by Lessor.
 - j. Section 9.29 – Lessor shall permit [REDACTED] in the [REDACTED] [REDACTED]
 - k. Section 9.31 – The existing window system is comprised of [REDACTED] [REDACTED] [REDACTED] - are



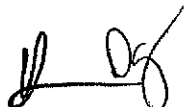
- [REDACTED] Shall Not Apply
- l. Section 9.33 – Shall not apply.
 - m. Section 9.34 – The building cannot provide a setback as outlined and section 9.34 shall not apply.
 - n. Section 9.35 – Shall not apply.
 - o. Section 9.36 – Shall not apply.
 - p. Section 9.37 – Lobby does not share a return air system with the remaining area of the Building. The lobby HVAC unit operates the lobby only. The lobby does not have a dedicated exhaust system and cannot maintain a negative pressure relative to the rest of the building; the exhaust system is common to all floors. Shall not apply.
 - q. Section 9.38 – Shall not apply.
 - r. General Requirement Space Specifications, #4 – Secure parking on the 8th floor shall be accepted in as-is condition.
 - s. General Requirement Space Specifications, #5 – Shall not apply
 - t. General Requirement Space Specifications, #6, Shall not apply.

27. The Government shall submit written notice to the Lessor of any default by Lessor during the term of the lease. The Government shall notify the Lessor of the default in writing prior to the Government initiating a remedy in the case of such default by Lessor, as defined by Clause 11 and Clause 16 on GSA Form 3517B. The Lessor shall be afforded a reasonable amount of time (not less than thirty (30) days after the issuance of such notice) to cure any default and, providing further; that if the Lessor does not take any action and the Lessor's lender is required to take action to cure the lease deficiency, then, the time to correct the deficiency shall be extended to sixty (60) days.

28. Notwithstanding anything to the contrary in the solicitation (including, without limitation, Clause 17 of the GSA Form 3517B, the following shall apply with respect to the Fire and Casualty Damage Clause.

a. If the entire leased premises are damaged or destroyed by fire or other casualty the Government shall have the right to terminate this lease by written notice to the Lessor within sixty (60) days after the occurrence of such event. In the event that the Government fails to provide the foregoing written notice of its' desire to terminate this lease, then the Lessor shall commence repair and restoration and paragraph (b) below of this section shall apply.

b. If the leased premises are partially damaged or destroyed by fire or other casualty such that all, substantially all, or a part of the leased premises are rendered untenable, inaccessible or unusable, as determined by the Government in its reasonable discretion, then (i) the Lessor shall, as soon as practicable, diligently commence and complete repair or restoration of the leased premises, but in all events, such repair or restoration shall be completed within two hundred and forty (240) days of such fire or other casualty; provided, that, if such repair or restoration cannot be completed within such two hundred and forty (240) day period with diligent commencement and continuous pursuit of such repair or restoration, the Government and the Lessor shall agree in writing on a reasonable extension of such time period, (ii) the rent shall, from and after the date of such partial destruction, be proportionately abated, as determined by the Government, in its reasonable discretion, during the period that such part of the leased premises are untenable, inaccessible, or unusable, until such repair or restoration is



entirely completed (in whole or in designated portions to be determined by the Government in its reasonable discretion) and such part of the leased premises are reoccupied by the Government, (iii) the Government shall reoccupy such part of the leased premises (in whole or in designated portions to be determined by the Government in its reasonable discretion) upon completion of such repair or restoration (iv) the Government shall have no right to terminate this lease as a result of such partial damage or destruction so long as the Lessor diligently commences and continuously pursues such repair or restoration until entirely completed.

c. As soon as practicable after partial destruction of or damage to the leased premises, or after destruction of or damage to the entire leased premises for which the Government has not elected to terminate this lease pursuant to paragraph (a) of this section, but in no event more than sixty (60) days thereafter, the Lessor shall provide the Government with a schedule and plans for accomplishing the repair or restoration. The Government shall have the right to review and approve such schedule and plans for such repair or restoration of the leased premises, with the Government's approval not to be unreasonably withheld, conditioned or delayed.

d. It shall be the sole responsibility of the Lessor to provide all fire and casualty and business/rent interruption insurance as may be required by the lease, unless the Government shall have assumed all such obligations. Failure on the part of the Lessor to provide for sufficient amounts of such insurance will be considered grounds for terminating this lease in the event of damage to or destruction of the leased premises by fire or casualty if the Lessor cannot establish to the Government's reasonable satisfaction that the funds from insurance proceeds and the funds contributed or made available by the Lessor or Lessor's Lender are sufficient to restore the leased premises. Notwithstanding the foregoing, the Government shall self-insure for, any alterations, decorations, additions, or improvements as well as all Government equipment, made to or placed in the leased premises by the Government.

29. Commission and Commission Credit – 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:

The First Month's Rental Payment shall be [REDACTED]. This is based on the 1st years monthly rent of \$179,543.39 minus the prorated Commission Credit of [REDACTED].

The Second Month's Rental Payment shall be [REDACTED]. This is based on the 1st years monthly rent of \$179,543.39 minus prorated Commission Credit of [REDACTED].

