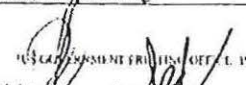


STANDARD FORM 2 FEBRUARY 1985 EDITION GENERAL SERVICES ADMINISTRATION FPR (41 CFR) 1-18.601	<b>US GOVERNMENT          LEASE FOR REAL PROPERTY</b>
DATE OF LEASE <i>March 9, 2012</i>	LEASE NO. GS-07B-16957
<p>THIS LEASE, made and entered into this date by and between DBS, Inc.</p> <p>Whose address is: <b>6218 Westover Dr. Granbury, TX 76049-4047</b></p> <p>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:</p> <p>WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:</p> <ol style="list-style-type: none"> <li>The Lessor hereby leases to the Government the following described premises:           <p>A total of 5,050 rentable square feet (RSF) of office and related space, which yields 4,372 ANSI/BOMA Office Area square feet (ABOA) of space comprising a portion of the building located at 121 S. 12<sup>th</sup> Ave Durant, OK 74701-4921 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 20 reserved, surface parking spaces for exclusive use of Government employees and patrons.</p> <p>The premises is hereby further described as The South 65 feet of the East 100 feet of Lot 5 and all of Lot 6 in Block 207, in the city of Durant, Bryan County, State of Oklahoma, according to the official plat thereof.</p> </li> <li>TO HAVE AND TO HOLD the said premises with their appurtenances for the term effective upon completion and acceptance of the work required by this Lease and continuing for a period of fifteen (15) years, with a firm term of ten (10) years subject to termination and renewal rights as may be hereinafter set forth. The actual Lease commencement will be established in a Supplemental Lease Agreement at a later date.</li> <li>The Government shall pay the Lessor annual rent of \$116,220.00 in arrears for years 1-10. Rent includes annual operating costs of \$28,500.00 and tenant improvements of \$170,947.08, amortized for ten (10) years at 6.5% interest.</li> </ol> <p>For years 11-15 the Government shall pay the Lessor annual rent of \$98,778.00 in arrears. Rent includes annual operating costs of \$28,500.00. This amount does not include annual CPI adjustments paid to date, per the lease.</p> <p>Rent for a lesser period shall be prorated. Rent shall be made payable to:</p> <p style="text-align: center;">DBS, Inc.          6218 Westover Dr.          Granbury, TX 76049-4047</p> <ol style="list-style-type: none"> <li>The Government may terminate this lease in whole or in part at any time on or after the of the tenth (10<sup>th</sup>) 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.</li> <li><del>This lease may be renewed at the option of the Government for the following rentals: Provided notice is 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 computer commencing with the first day after the date of mailing.</del></li> <li>The Lessor shall furnish to the Government, as part to the rental consideration, the following:</li> </ol>	

  
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 Initials: \_\_\_\_\_ & \_\_\_\_\_  
 Lessor                      Government

- A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 8OK2123 dated December 2, 2009, as Amended and made part of the lease per Paragraph 7. THIS IS A FULLY SERVICED LEASE.
- B. Build out in accordance with standards set forth in Solicitation for Offers 8OK2123 dated December 2, 2009, as Amended, and the Government approved 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 acceptance, if different from the date identified in Paragraph 2 and shall be established by a Supplemental Lease Agreement (SLA). 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.
- D. As part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in the 8OK2123 dated December 2, 2009, as Amended, and other attachments to the Lease referenced in Paragraph 7 of this SF-2 form.



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

Solicitation for Offers SFO 8OK2123 dated December 2, 2009.  
 GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05]).  
 GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]).  
 Amendments No. 1 through 5 to SFO.  
 Attachment 1, Agency Special Requirements.  
 Exhibit 1, Site Plan  
 Exhibit 2, Offered Space, Floor Plan  
 Exhibit 3, Proposed Building Elevation Drawings  
 Exhibit 4, List of building materials for building renovation. The items listed on the Exhibit can be upgraded by Lessor, at no cost to the Government, with Contracting Officer approval. All items must meet/exceed SFO requirements.

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

Paragraph 5 is deleted. Paragraphs nine (9) through nineteen (19) are added.

- 9. The lease is subject to Real Estate Tax reimbursement. For tax adjustments, the percentage of occupancy is 74.167% (5,050 RSF / 6,809 RSF). The base tax year 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. In accordance with the SFO paragraph entitled Operating Costs Base, the escalation base is established as \$28,500.00/annum.
- 11. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.105 (5,050 RSF/4,572 USF).
- 12. In accordance with paragraph 4.4 of the Solicitation, the Adjustment for Vacant Space is established at \$2.00 per ANSI/BOMA Office Area square feet (ABOA).
- 13. In accordance with the SFO Paragraph entitled Overtime Usage, the rate for overtime usage is established as \$4.00 per hour for the entire building or any portion thereof. Overtime usage will not apply to the building standard operating hours of 7:00AM - 5:00PM Monday through Friday. The cost to provide HVAC to those areas requiring 24 hour HVAC (LAN, etc.) will be reimbursed separately from rent at a rate of \$0.00/RSF/year.
- 14. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in

Initials  &   
 Lessor Government



the total amount of \$170,947.08 (4,572 ANSI/BOMA Office Area x \$37.39/USF) shall be amortized through the rent for 10 years at the rate of 6.50%. Annual tenant improvement amortized payments will begin upon completion and acceptance of all tenant improvements to the leased premise.

15. Building Specific Amortized Security Costs (BSAC) is \$0.00.

16. The Lessor and Grubb-Ellis Levy Belfort as Broker and The Crown Partnership, Inc. as co-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]. 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 first [REDACTED] of the entire commission shall be due upon Lease award and the remaining [REDACTED] less the commission credit shall be due upon acceptance of the space by the Government. 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 rent shall commence with the first full month of the rental payments and continue until the commission credit has been fully recaptured in equal payments.

17. All questions pertaining to this lease shall be referred to the Contracting Officer of the General Service Administration (GSA) or his or her designees. 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 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. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

18. The Government reserves the right to install and maintain its own security system. The system shall remain the property of the Government and the Lessor shall waive all rights of restoration as it pertains to the system.

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 of 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 the property of the Lessor.

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

[REDACTED]

PRESIDENT  
(Title)

Contracting Officer, General Services Administration  
(Official Title)