

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

May 1, 2008

LEASE NO.

GS-07B-16411

THIS LEASE, made and entered into this date by and between FAP Austin, L.P.

whose address is c/o Spaulding & Slye Investments
1801 K Street NW, Suite 1000
Washington D.C., 20006

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:

206,418 rentable (190,701 ANSI/BOMA Office Area) square feet located at 1821 Directors Boulevard, 1st and 2nd floors, Austin, Texas 78744, and one thousand and sixty-two (1,062) on-site surface parking spaces to be used for such general office purposes as determined by the General Services Administration. The common area factor is agreed to as 8.242%.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 1, 2008 for a term of ten (10) years, seven (7) years firm term, subject to terms stated within.

3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

TERM	RATE PER RSF	MONTHLY RENT	ANNUAL RENT
Months 1 -120	\$21.00	\$361,231.50	\$4,334,778.00

Rent for a lesser period shall be prorated. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 5TX0018.

Rent checks shall be made payable to:
FAP Austin, L.P.
c/o Spaulding & Slye Investments
1801 K Street NW, Suite 1000
Washington, D.C. 20006

4. The Government may terminate this lease at any time after the 7th year by giving at least one hundred and twenty (120) 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.

PARAGRAPH 5 DELETED WITHOUT SUBSTITUTION

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6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
 - a. Facilities, services, utilities, maintenance in accordance with the terms of the attached Solicitation for Offers 5TX0018.
 - b. One thousand and sixty-two (1,062) on-site surface parking spaces, shall be provided on site in the paved and lighted parking lots as part of the rental consideration.
7. The following are attached and made a part hereof:
 - Sheets 3,4 & 5 containing paragraphs 12 – 26 to Lease GS-07B-16411 (3 pages)
 - Solicitation For Offers 5TX0018. (43 pages)
 - Amendment No. 1 to SFO 5TX0018, dated March 17, 2008 (4 page)
 - Amendment No. 2 to SFO 5TX0018, dated April 3, 2008 (4 pages)
 - Exhibit A, Base Plans (2 pages)
 - Exhibit B, Legal Description (1 page)
 - Special Requirements Attachment (19 pages)
 - General Clauses GSA Form 3517B (Rev. 11/05) (33 pages)
 - Representations and Certifications, GSA Form 3518 (Rev. 1/07) (7 pages)
8. The following changes were made in this lease prior to its execution:
 - Paragraph 5 was deleted in its entirety without substitution.
9. All questions pertaining to this lease shall be referred to the Contracting Officer of General Services Administration, or his/her designee. The Government occupant is not authorized to administer this lease, and General Services Administration assumes no responsibility for any cost incurred by the Lessor, except as provided by the terms of this lease, or authorized in writing by the Contracting Officer, or his/her designee.
10. The adjustment for vacant premises is established at \$1.25 (rental reduction) per rentable square foot. Vacated space must be physically separated from other leased space to be considered vacant for rental credit.
11. In accordance with SFO Paragraph 7.3, Overtime Usage, the overtime HVAC services will be provided at the rate of \$52.50 per hour per floor. No minimum number of hours is required for continuing HVAC use. A minimum of four (4) hours is required only when HVAC will be provided from cold start-up.

CONTINUED ON PAGES 2, 3 & 4 ATTACHED HERETO

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

LES	[Redacted]	
BY	[Redacted]	(Signature)
I	[Redacted]	(Address)
UNITED STATES OF AMERICA	[Redacted]	<p>GENERAL SERVICES ADMINISTRATION Contracting Officer General Services Administration J.J. "Jake" Pickle Federal Building 300 East Eighth Street, Room G-150 Austin, Tx 78701</p>
B	[Redacted]	(Official title)

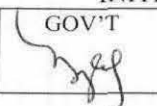
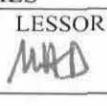
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12. For the purposes of this Lease, "Unconditional Acceptance" and "Acceptance" as referenced in GSA Form 1364, in the Solicitation for Offers, and in GSA Form 3516, item 1(c)(3) shall refer to the point at which the Government countersigns and delivers to the Lessor or the Lessor's agent a complete lease contract for the premises ("US Government Lease for Real Property" – GSA Form #SF-2) which has been signed by the Lessor and which is based upon the terms of this proposal. The date of "Award" as per GSA Form 3516 shall be the date upon which such complete lease contract for the premises has been signed, countersigned and delivered as noted above.
13. The Government may sublet any part of the premises or assign the lease in its entirety, but shall not be released from any obligations under the lease by reason of any such subletting or assignment. In the event of any assignment or subletting, the proposed assignee or subtenant shall be subject to the prior written consent of the Lessor, which shall not be unreasonably withheld, conditioned or delayed.
14. The Government shall have the right to substitute another Government's agency under this lease. In addition, the Government shall pay any costs or increases in operating expenses associated with the substitution of a Government agency or agencies, if applicable. Furthermore, to the extent the operating expenses associated with the substitution of a Government agency or agencies decreases, the Government shall receive a rental reduction.
15. The Lessor is offering the building, and the Government agrees to accept the building, in its existing layout and configuration. The Lessor is not including in the offered rent a new Building Shell or Tenant Improvement Allowance as referenced in the SFO. The Lessor represents that the offered space is in "good repair and tenantable condition" or will be at the time of Lease Commencement or by any other date(s) as mutually agreed upon by the parties, in accordance with the standards set forth in the SFO. The Lessor agrees to be responsible for all local code, handicapped accessibility, and fire protection and life safety issues and any other performance standards set forth in the SFO as of the commencement of this new Lease. The Lessor agrees to maintain (or replace with matching fixtures, if necessary) the space and its appurtenances so that they remain in "good repair and tenantable condition" in accordance with the standards set forth in the SFO throughout the term of this lease.

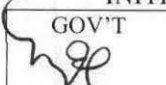
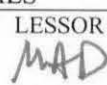
The Lessor takes exception to the SFO, and the Government agrees to accept in existing condition, the following items:

- The existing prismatic light fixtures throughout the leased space,
 - The existing carpet, which was newly installed by Lessor for the Government, with the exception of approximately 1,525 square yards identified by the Government for replacement
 - Cable trays
 - Paragraph 5.7 Ceiling heights
 - HVAC, and
 - Placement of convenience outlets in the leased space.
16. Pursuant to SFO Paragraph 1.4, "Unique Requirements", the Government shall have the right, at any time during the term, to install fencing for on-site and adjacent parking areas at the Government's expense.
 17. Pursuant to SFO Paragraph 1.4, "Unique Requirements", the Government shall have the right to install one satellite dish on the roof at no additional rent cost. The Government agrees to coordinate with the Lessor to determine any installation requirements for any equipment. The Government agrees to pay the Lessor for any alterations that must occur on the roof to accommodate the Government's requirements, and the Government agrees to modify the Operating Cost of the Lease should the roof top equipment require any utilities or services by the Lessor.

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18. This offer is subject to operating cost escalations SFO paragraph 3.6 "Operating Costs" and Tax Adjustments per SFO paragraph 3.4 entitled "Tax Adjustments".
- (1) In accordance with Paragraph 3.4B of the SFO, the tax base shall be \$378,534.54 or \$1.83 per rentable square foot. The Government's percentage of occupancy is 100% based on the full building square footage of 206,418 rentable square feet. In addition, the Government agrees that the real estate taxes are those which are assessed for both parcels, the parcel with the building and the parcel for the parking across the street. The block and lot/parcel information for the property are as follows:
- Building – Parcel # 03130103030000
Lot 1 Crow Industrial Park South Sec 8 Amended Plat of Lots B, C & D
- Parking – Parcel # 03130102060000
Lot B-2 Crow Industrial Park South Sec 9 Lots B-2 & B-2
- (2) In accordance with Paragraph 3.7 of the SFO, the operating costs base for the Normal Hours is determined to be \$885,581.00 per year based on \$4.29 per rentable square foot. A second GSA Form 1217 is included to reflect the operating costs for the second shift following Normal Hours as described in SFO Amendment #2, Paragraph 5, and 24x7 operation of the MDF and IDF rooms. The operating costs for the Second Shift are determined to be \$3.44 per rentable square foot. The Second Shift operating costs shall escalate annually at a fixed rate of 3%. The Lessor shall invoice the Government monthly for a lump sum payment of the Second Shift costs for the month.
19. Pursuant to SFO Paragraphs 1.7 "Occupancy Date" and 3.18 "Construction Schedule and Acceptance of Tenant Improvements", the new lease commencement date and the subsequent rent commencement date shall be the later of May 1, 2008 or the day following the expiration of any mutually agreed upon and executed lease extension to the existing lease. This lease shall be in the place of the existing lease number GS-07B-14615. The Government shall continue to be responsible for any payments owed from lease number GS-07B-14615 to the Lessor, including the final real estate tax payment assuming request for payment by the Lessor is timely.
20. Pursuant to SFO Paragraph 5.9, "Painting", the Lessor agrees to paint the building shell areas following commencement of a new lease. At no time, shall the Lessor be obligated to paint the common space if the Government has provided notification to terminate the lease.
21. Pursuant to SFO Paragraph 5.18, "Floor Covering and Perimeters", the Lessor agrees to newly carpet the areas identified by the Government totaling approximately 1,525 square yards of carpet. The costs of this carpet replacement are included in the rent.
22. Pursuant to SFO Paragraph 7.8, "Flag Display", the Government shall continue to be responsible for flag display as is the current operation in the building.
23. Pursuant to SFO Paragraph 9.25, "Secure HVAC: Dedicated HVAC for Lobbies, Mailrooms, and Loading Docks", the Government accepts the existing configuration of the building HVAC system in the lobbies, mailrooms and loading dock. The Government may make modifications to the HVAC system configuration, with notification to the Lessor, and the cost of the modifications may be amortized over the firm term of the lease at a rate of 8.5% and added to the rent.
24. Pursuant to SFO Paragraph 9.31, "Shatter-Resistant Window Protection Requirements", the Lessor agrees to install shatter resistant film on all windows to the leased space. The Lessor agrees to move furniture, fixtures and equipment for the film installation.
25. The Lessor agrees to replace the existing Telecommunication MDF room air conditioning unit and install one (1) new 20-ton air conditioning unit and one (1) 20-ton redundant unit as part of the base rent. The

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current 10-ton redundant unit is insufficient to cool the space when the primary unit is off-line. Replacing the units will update the equipment and provide adequate cooling and redundant air if either unit is off-line. The rent includes the cost for the Lessor to be responsible for maintenance and repair of the air conditioning units.

26. In accordance with SFO Paragraph 1.13 (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 cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. 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 1.13, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded.

The shell rental portion of the annual rental payments (\$18.0869 per BOASF x 190,701 BOASF = \$3,449,197.00 per year or \$287,433.08 per month) due and owing under Paragraph 3 of this lease shall be reduced to fully recapture this Commission Credit. The total reduction in shell rent related to the commission credit is [REDACTED] and shall commence with the first month of the rental payment and continue through the second month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- First Month's Rental Payment of \$361,231.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
- Second Month's Rental Payment of \$361,231.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

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GOV'T <i>[Signature]</i>	LESSOR <i>[Signature]</i>
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