

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

5-26-09

LEASE NO. GS-07B-16561

THIS LEASE, made and entered into this date by and between JSM Investments, Ltd. and Timbani Properties, Ltd.

whose address is 309 W. 7<sup>th</sup> Street, Suite 1100  
Fort Worth, TX 76102

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:  
14,918 rentable (13,948 occupiable) square feet to be constructed on 1.654 acres at 2795 Alta Mesa Boulevard, City of Fort Worth, Texas, and seventy four (74) on site parking spaces to be used for such general office purposes as determined by the General Services Administration.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the lease premises. The date of substantial completion is estimated to be approximately 180 working days after the Notice to Proceed, for a term of fifteen (15) years, ten (10) years firm term, subject to termination and renewal rights as may be hereinafter set forth.
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	\$37.54	\$46,668.50	\$560,022.00
Months 121 - 180	\$34.24	\$42,566.03	\$510,792.32

This gross rental rate stated above includes the following:

TERM	SHELL RENT PER RSF (INCLUDING TAXES)	OPERATING EXPENSES PER RSF	TENANT IMPROVEMENTS PER RSF
Months 1 - 120	\$25.52	\$7.27	\$4.75
Months 121 - 180	\$26.97	\$7.27	\$0.00

Rent for a lesser period shall be prorated.

Rent checks shall be made payable to:  
JSM Investments Ltd.  
309 W. 7<sup>th</sup> Street, Suite 1100  
Ft. Worth, TX 76102

4. The Government may terminate this lease at any time after the 10th year by giving at least sixty (60) 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.

PARAGRAPH 5 DELETED WITHOUT SUBSTITUTION

- ~~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.~~

INITIALS  
GOV'T *Dcf* LESSOR *BKPM*

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

- a. Facilities, services, utilities, maintenance and tenant improvements shall be provided in accordance with Solicitation for Offers 6TX0334.
- b. Seventy four (74) parking spaces, plus handicap spaces shall be provided on site in the paved and lighted parking lot as part of the rental consideration. Employee parking shall be separate from visitor parking and contain 37 spaces. Employee parking shall be fenced using a 8-foot high decorative metal fencing material with a rolling gate, automatic opener, and remote access controllers.

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

- Sheets 3 & 4 containing paragraphs 9 - 24 to Lease No. GS-07B-16561 (2 pages)
- Solicitation For Offers 6TX0334 (46 pages)
- Exhibit A, Base Plans (2 pages)
- Exhibit B, Legal Description (1 page)
- Special Requirements for [REDACTED] (83 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.

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

LESSOR

[REDACTED]

Timbani Properties, Ltd.

*By Collinswood, Inc. general partner*

BY

*President of general partner*

*By [Signature] President*  
(Signature)

IN PR

[REDACTED]

[REDACTED]

(Address)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION  
Contracting Officer  
General Services Administration  
Region 7 - Fort Worth Service Center  
819 Taylor Street  
Fort Worth, TX 76102

BY

[REDACTED]

(Official title)

Sheet 3, Attached to and made part of Lease No. GS-07B-16561  
1.654 acres to be constructed at 2795 Alta Mesa Boulevard, City of Fort Worth, Texas

9. This lease will be supplemented to show the actual effective date and the exact amount of square footage after the space has been prepared, mutually measured and accepted by the Contracting Officer.

10. 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.

11. The Lessor will not be reimbursed for any services not provided for in this lease, including but not limited to repairs, alterations, or overtime services, nor will any rental be paid for occupancy in whole or in part, except for the lease term specified herein.

12. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new leases/contracts not later than January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

13. (a) Within 180 working days after the Notice to Proceed, the space shall be constructed in accordance with Solicitation for Offers 6TX0334 and floor plans, and be ready for occupancy. The space shall comply with the life/fire safety and handicap accessibility requirements of the solicitation.

(b) An engineered plan will be provided by the Government and will be incorporated by Supplemental Lease Agreement to establish the final location for junction boxes and connections to the systems furniture power poles. The Lessor's electrical contractor will connect systems furniture to the junction boxes after the systems furniture has been installed by the furniture vendor. The electrical contractor will be available for the pre-installation meeting approximately 30 days prior to acceptance of space to meet with the furniture vendor and determine phasing requirements.

(c) The Lessor's cable vendor shall install cable and connectors in accordance with the specifications that will be incorporated with the floor plan. The cable vendor will be available for the pre-installation meeting approximately 30 days prior to acceptance of space to determine phasing requirements.

(d) The Lessor shall provide a drawing of the electrical riser diagram within 30 days so that the government's engineering firm can produce the electrical drawing for the systems furniture and local area network.

14. In addition, within 180 working days after the Notice to Proceed, the space shall be constructed and ready for occupancy and shall comply with fire safety and architectural specifications required in the solicitation and also:

(a) Properly seal all floor penetrations in telephone rooms and utility passages with noncombustible materials to provide a fire resistance rating equal to that of the floor.

(b) Install exit lights within the space.

(c) Install battery operated emergency lighting within the space.

(d) The space occupied by the Government under this lease shall be constructed with fire resistant materials or be fully sprinkled. The rental rate includes the cost of installing and maintaining the sprinkler system, if applicable, within the Government leased space.

15. In accordance with provisions of Paragraphs 3.4 Tax Adjustments, 3.6 Operating Costs, 3.7 Operating Costs Base, and 3.13 Adjustment for Vacant Premises, of the Solicitation for Offers 6TX0471, the following parameters are established:

(a) The lease is subject to operating cost escalation. For operating cost adjustment, the operating costs are established at \$7.27 per rentable square foot. The base cost of services is established at \$108,454.00 based on \$7.27 for 14,918 rentable square feet.

INITIALS

GOV'T	LESSOR
Bj	B LRM

Sheet 4, Attached to and made part of Lease No. GS-07B-16561  
1.654 acres to be constructed at 2795 Alta Mesa Boulevard, City of Fort Worth, Texas

(b) The lease is subject to real estate tax reimbursement. The base year is the first year of full assessment after construction of the building. In accordance with terms of Paragraph 3.4, the percentage of occupancy is 100 percent. The base year tax statement will be submitted within 60 days after payment to establish the base year taxes. If the tax statement is for multiple parcels or buildings, the value of each property shall be defined. \*

(c) The Adjustment for Vacant space is \$1.50 per rentable square foot to be applied if the space is vacated in whole or part.

16. In accordance with Paragraph 7.3, Overtime Usage, the overtime HVAC services will be provided at the rate of \$16.00 per hour. Overtime rates shall not be paid during normal building operation hours of 7:30 am to 5:30 pm Monday through Friday.

17. The annual rental rate is firm and will not be adjusted based on the mutual measurement, except as provided in clause 552.270-20, page 10, paragraph 26 of the GSA Form 3517B. The rate per square foot and the base year service cost will be modified to reflect the final measurement.

18. Construction drawings should be prepared and a pre-construction meeting scheduled with the contracting officer and agency personnel within approximately 90 days of the execution of this lease by the Government. Three copies of construction drawings should be sent to the contracting officer for review prior to the meeting.

19. The Lessor will provide 3 copies of a CAD "as built" disk to the contracting officer within thirty (30) days of completion of construction.

20. The Lessor will notify the contracting officer fourteen (14) days prior to scheduled completion of construction at 30 percent, 60, 90 and 100 percent completion for purposes of scheduling inspections.

21. Janitorial cleaning/maintenance is to be performed during daytime tenant working hours, Monday through Friday, except for Federal holidays.

22. The tenant finish costs of \$487,203.00 are amortized for a period of 120 months at 8.0% (\$4.75 per rsf).

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

24. In accordance with 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 remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell portion of the annual rental payments until beginning in the first month and continuing until fully recaptured.

\*15(b) continued. For purposes of tax adjustments, the parties have agreed that the base for a fully-assessed value of the Property shall be at the rate specified in the attachment to GSA Form 1364 "Proposal to Lease Space" submitted by the Lessor, being \$4.42 per rentable square foot.

INITIALS

GOV'T	LESSOR
BJ	BJLDM