

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

9-15-10

LEASE NO.

LTX16742

THIS LEASE, made and entered into this date between Midland Dinero, LLC

whose address is:

1004 N Big Spring
Ste 500
Midland, TX 79701-3357

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 considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
11,300 rentable square feet (rsf), yielding approximately 9,741 ANSI/BOMA square feet and related space located at Dinero Plaza, 1004 N. Big Spring, Midland, Texas 79701-3354 together with eighteen (18) onsite reserved, surface parking spaces with awnings or like covering, as depicted on the attached floor plans for existing space (Exhibit A) (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. TO HAVE AND TO HOLD the said Premises with their appurtenances for a fifteen (15) year, ten (10) year firm term beginning August 1, 2010, subject to termination and renewal rights as may be hereinafter set forth.
3. RENTAL RATE: The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows. Rent for a lesser period shall be prorated.

The Government shall pay the Lessor an annual rate of \$225,832.72 for year one (1) through year fifteen (15) of the Lease at the rate of \$18,819.39 per month in arrears.

Rent shall be payable to: Midland Dinero, LLC
1004 N Big Spring
Ste 500
Midland, TX 79701-3357

The DUNS number for Midland Dinero, LLC is 785168787.

4. The Government may terminate this lease in whole or in part effective at any time after the tenth (10th) lease year by giving at least sixty (60) days' prior notice in writing to the Lessor. 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: at a Full Service Rent of per month plus CPI adjustments. The Government shall provide lessor at least days prior notice in year to renew.~~

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

LESSOR: Midland Dinero, LLC

BY

[Redacted Signature]

Managing Member
(Title)

IN PRESENCE OF

[Redacted Name]

1916 S. Gilbert Rd, Apt F, Mesa AZ
(Address) 85204

U

Contracting Officer, General Services Administration
(Official Title)

- 6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
 - A. Those facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers (SFO) 8TX3072.
 - B. All labor, materials, equipment, professional fees, utilities, construction costs and services and all other similar costs and expenses associated with making the space, common areas and related facilities ready for occupancy in accordance with the requirements of this lease stated in the SFO 8TX3072. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 8TX3072 and its attachments.
 - C. Eighteen (18) onsite, reserved, surface parking space(s) with awnings or like covering as described in Paragraph 1, at no additional cost to the Government.
- 7. The following are attached and made a part hereof:
All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:
 - a) The Solicitation For Offers Number 8TX3072 (pages 1-52) (all references to SFO shall also refer to any Special Requirements and Amendments);
 - b) [REDACTED] – Midland Resident Agency [REDACTED] Building and Special Requirements) (Pages 1-41);
 - c) GSA Form 3517 (rev. 11/05) (pages 1-2);
 - d) GSA Form 3518 (rev. 1/07) (pages 1-7);
 - e) Rider to Lease containing Paragraphs 6 through 22;
 - f) Floor Plan of Offered Space (Attachment A);
 - g) Legal Description, Exhibit "A";
 - h) Fire Protection & Life Safety Evaluation dated 4/19/10, Rolf, Jensen and Associates, Inc (RJA) (pages 1-21).
- 8. The following changes were made in this lease prior to its execution:
Paragraph 5 of this STANDARD FORM 2 was intentionally deleted in its entirety. Paragraphs 6 through 22 have been added as a Rider to the lease (pages 2-3).
- 9. PAIN AND CARPET: The Lessor shall coordinate work with the Tenant within 15 working days from the Government issuance of the Construction Notice to Proceed. Painting and installation of new carpet throughout the entire leased space is at Lessor's expense and will be completed within a reasonable period of time, as negotiated with the Tenant. Moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, will be borne by the Lessor as part of the shell rent. Future cyclical painting and carpet replacement is a shell cost pursuant to Paragraphs 7.12(A)(3) and 7.13 (A)(4).
- 10. TENANT IMPROVEMENT ALLOWANCE: Tenant Improvement Allowance has been established by SFO Paragraph 3.2, "Tenant Improvements Included in Offer. There is no (\$0.00) Tenant Improvement included in the rental rate as described in Paragraph 3 of this Lease Agreement.
- 11. SHATTER-RESISTANT WINDOW PROTECTION REQUIREMENTS: The Lessor shall provide certification from a licensed professional engineer pursuant to SFO Paragraph 10.31. Certification is required within 30 working days of award and pursuant to the General Clauses, 552.270-10 Failure in Performance, the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. Alternatively, the Government may deduct from any payment under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed.
- 12. WAIVER OF RESTORATION: The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for waste, damages or restoration arising from or related to any alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations may be completed by either the Government and/or the Lessor including initial buildout of the leased space and/or any subsequent modifications required during the lease period. At the Government's sole discretion, property remaining in leased space after termination of the lease contract will become the property of the Lessor.
- 13. TAX ADJUSTMENT: Pursuant to SFO Paragraph 4.2, "Tax Adjustment GSAM 552.270-24," for purposes of tax escalation, the Government occupies 11,300 rentable square feet or 9.49% of 119,091 rentable square feet building.
- 14. OPERATING COST: Pursuant to SFO Paragraph 4.3, "Operating Cost", the base rate for purposes of operating cost escalation is established at \$4.04 per rentable square foot (\$45,612.94/annum), and shall be adjusted according to CPI as specifically described in paragraph 4.3 of the SFO.
- 15. ADJUSTMENT FOR VACANT PREMISES: Pursuant to SFO Paragraph 4.4, "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$4.03 per rentable square feet (\$4.68 per usable square foot) per annum for operating expenses.

LESSOR: Midland Dinero, LLC

UNITED STATES OF AMERICA

BY *JD*
(Initial)

BY *[Signature]*
(Initial)

- 16. OVERTIME USAGE: Pursuant to SFO Paragraph 4.6, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:00 a.m. – 6:00 p.m.), Monday through Friday, and except Federal Holidays ("Normal Hours"), at a rate of \$20.00 per hour for the entire space. The Lessor must submit a proper invoice quarterly to GSA Building Manager or designee to receive payment. This overtime rate excludes 24 Hour Rooms.
- 17. 24 HOUR ROOMS OVERTIME USAGE: The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day as specified by the Lease. The charges for heating and cooling of these areas shall be provided at the rate of \$1.50 per 280 rentable square feet. Actual square footage of 24 Hour Room(s) will be established upon Government acceptance of the space.
- 18. COMMON AREA FACTOR: Pursuant to SFO Paragraph 4.1(C) (Common Area Factor), the common area factor (CAF) is established as 1.16 rounded based on 9,741ANSI/BOMA Office Area Square Feet (OASF) and 11,300 rentable square feet.
- 19. UNAUTHORIZED IMPROVEMENTS: All questions pertaining to this lease agreement shall be referred in writing to the General Service Administration Contracting Officer. This contract is between GSA and Midland Dinero, LLC. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the term of the lease agreement or authorized in writing by the GSA Contracting Officer. If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space.
- 20. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".
- 21. FIRE PROTECTION AND LIFE SAFETY: Pursuant to SFO Paragraphs 9.2 and 9.3 and Section 9.13 of the [REDACTED] Special Requirements, prior to occupancy the Lessor will test all sprinklers and fire alarms systems and provide the Government a copy of the test results. All noted deficiencies resulting from the testing and those identified in the Rolf Jenson & Associates, Inc. (RJA) Fire Protection and Life Safety Evaluation of Dinero Plaza, Midland, TX dated April 19, 2010 (Project V50580) are to be corrected and a final closure report shall be provided to the Government within thirty (30) days of occupancy. Pursuant to the General Clauses, 552.270-10 Failure in Performance, the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs.... Alternatively, the Government may deduct from any payment under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed.

22. COMMISSION AND COMMISSION CREDIT:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of years 1-10 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 the amount of [REDACTED] in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The Commission shall be earned upon lease execution as defined in the SFO and shall be paid, without further condition or contingency, (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

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:

First Month's Rental Payment \$18,819.39 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

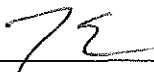
Second Month's Rental Payment \$18,819.39 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$18,819.39 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

LESSOR: Midland Dinero, LLC


UNITED STATES OF AMERICA

BY



(Initial)

BY



(Initial)