

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

8/12/11

LEASE NO.

GS-07B-16918

THIS LEASE, made and entered into this date by and 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:

A total of 7,958 rentable square feet (RSF) of fully serviced office and related space, which yields 6,860 ANSI/BOMA Office Area, located on the second floor of a building commonly known as the Midland Plaza bearing the municipal address of 1004 N Big Spring, Midland, TX 79701-3383, and being more particularly described in Exhibit 1, Legal Description, Exhibit 2, Floor Plan and Exhibit 3, Site Plan, 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 the term beginning on upon acceptance of beneficial occupancy SLA, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent as follows:

For years 1-5, annual rent of \$135,286.00 at the rate of \$11,273.83 per month in arrears:

	Annual Rent
Shell Rent	\$99,713.74
Operating Cost	\$35,572.26
Full Service Rent	\$135,286.00

For years 6-10, annual rent of \$165,128.50 at the rate of \$13,760.71 per month in arrears:

	Annual Rent
Shell Rent	\$129,556.24
Operating Cost	\$35,572.26
Full Service Rent	\$165,128.50

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

MIDLAND DINERO, LLC  
1004 N BIG SPRING STE 500  
MIDLAND, TX 79701-3357

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

*attorney in fact*

*MANAGER*  
(Title)

*1916 S Gilbert Rd, Ste 5, Mesa, AZ 85204*  
(Address)

Contracting Officer, General Services Administration  
(Official Title)

4. The Government may terminate this lease in whole or in part at any time on or after the 5<sup>th</sup> full year of occupancy 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.

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 XX 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.~~

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

A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 9TX3098 dated March 18, 2011.

B. Build out in accordance with standards set forth in SFO 9TX3098 dated March 11, 2011, and the Government's 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 occupancy, if different from the date identified in Paragraph 2.

C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

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

- A. Page 3 of lease GS-07B-16918 for [REDACTED] in Midland, TX
- B. Solicitation for Offers 9TX3098 dated March 11, 2011.
- C. [REDACTED] Program of Requirements, dated October 2008.
- D. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [06/08])
- E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICAT ICNS (Rev. [1/07])
- F. Legal Description
- G. Site Plan
- H. Floor Plan

8. The Lessor shall provide 16 outside surface parking spaces which are reserved for the Government's use only. These parking spaces are to be provided at no additional charge to the Government.

9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 6.68% (7,958/119,091).

10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$4.47/RSF (\$35,572.26/annum).

11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.16% (7,958 RSF/6,860 USF).

12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.00/USF for vacant space (rental reduction).

13. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$20.00 per hour for the entire building or any portion thereof. Overtime usage shall only apply outside the building's normal hours of HVAC operation. The building's normal hours of HVAC operation are 8:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 2:00 p.m. Saturday.

14. 24 Hour Rooms: 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 \$00.00 per square foot, per month after "Normal Hours".


15. Adjusted monthly rent payments (application of commission credit):

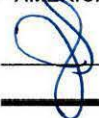
The commission credit shall be applied in equal monthly amounts against the shell rental payments over the minimum number of months that will not exceed the monthly shell rental per Section 2.3 of the SFO. The commission credit shall begin in month one (1) of the Lease. The monthly rent is \$11,273.83. The monthly shell rent is \$8,309.48. The commission credit is calculated as follows:

Total Commission:	Total Firm Term [REDACTED] x [REDACTED]	= [REDACTED]
GSA Credit:		= [REDACTED]
Jones Lang LaSalle:		= [REDACTED]

LESSOR

UNITED STATES OF AMERICA

BY  (Initial)

BY  (Initial)

The monthly rent adjusted for the total GSA commission credit of \$9,195.45 is as follows:

<u>Rent Period</u>	<u>Scheduled Monthly Rent</u>	<u>Scheduled Mo. Shell Rent</u>	<u>Commission Credit</u>	<u>Commission Credit Remaining</u>	<u>Adjusted Monthly Rent Payment</u>
Month 1	\$11,273.83	\$8,309.48	[REDACTED]	[REDACTED]	[REDACTED]
Month 2	\$11,273.83	\$8,309.48	[REDACTED]	[REDACTED]	[REDACTED]

The Lessor agrees that the commission of [REDACTED] is due and payable to Jones Lang LaSalle pursuant to that certain Broker Commission Agreement dated January 28, 2011.

16. 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 the 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.
17. 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"; where the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".
18. Unauthorized Improvements: All questions pertaining to this lease agreement shall be referred in writing to the General Services 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.
19. The Lessor is responsible for carpet and paint at his sole cost under the existing lease GS-07B-14964 and this work is to be completed within 90 working days after execution of the new replacing lease GS-07B-16918.

All terms and conditions of this lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral, between the parties prior to the execution of this Lease are not applicable or binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.

INITIALS:  LESSOR &  GOVT