

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

7/12/11

LEASE NO.

GS-07B-16954

THIS LEASE, made and entered into this date by and between RMC Midway Walnut, LP

Whose address is: RMC Midway Walnut, LP
5944 Luther Lane, Suite 501
Dallas, TX 75225-5917

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 8,905 rentable square feet (RSF) of office and related space, which yields 7,744 ANSI/BOMA Office Area square feet (USF) of space on the fourth floor of the building located in Midway Atriums, 14285 Midway Road Addison, TX 75001-3614 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 five (5) surface parking spaces for the exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for ten (10) years ten (10) years firm, subject to termination and renewal rights as may be hereinafter set forth. Actual lease term dates will be established by Supplemental Lease Agreement.
3. The Government shall pay the Lessor annual rent of \$192,169.90 at the rate of \$16,041.16 per month in arrears. This includes operating costs of \$49,965.00 per year as identified in paragraph 15 and the amortizing of the Tenant Improvement Allowance of \$77,440.00, at an interest rate of 10% or 10 years as identified in paragraph 9.

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

RMC Midway Walnut, LP
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4. The Government may terminate this lease in whole or in part at any time after the tenth (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.

5. ~~This lease may be renewed at the option of the government for the following rentals:~~

~~Provided notice shall 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.~~

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 SFO 9TX2515 dated November 5, 2010.
 - B. Buildout in accordance with standards set forth in the SFO 9TX2515 dated November 5, 2010, and the Government's Design Intent Drawings.
 - C. The Lessor hereby waives restoration of the leased premises.
 - D. 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. Solicitation for Offers 9TX2515 dated 11/5/10 (pages 1-54)

- B. [REDACTED] Special Requirements to Solicitation for Offers OTX2362 dated November 18, 2010 (Pages 76);
- C. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05) (Pages 1-33);
- D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07) (Pages 1-7)
- E. Exhibit A –Legal Description
- F. Exhibit B – Floor Plans
- G. Exhibit C Preliminary Drawings

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

Paragraph 5 is intentionally omitted and has been struck through. ."

- 9. In accordance with lease paragraph 3.2 entitled, Tenant Improvement Rental Adjustment, the lessor agrees to provide up to \$77,440.00 toward the cost of Tenant Improvements. The costs of the Tenant Improvements are amortized at 10% over 120 months. This cost that the lessor is agreeing to provide does not reflect the requested Tenant Improvement Allowance of \$267,168.00. The difference of \$189,728.00 or any part thereof, with the terms of 10% for 10 years for Tenant Improvements will be available at the Governments request and the rent will be revised by supplemental lease agreement. See insert 9 attached
- 10. In accordance with SFO paragraph 2.4, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE 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 per the commission agreement signed by the parties. Due to the Commission Credit described in 2.4B only [REDACTED] which is [REDACTED] of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. Notwithstanding paragraph 3 of this Standard Form 2, the reduction in shell rent shall commence with the first full month of the rental payments and continue until the credit has been fully recaptured.

First full month's rental payment of \$16,014.16 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second full month's rental payment of \$16,014.16 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Third full month's rental payment of \$16,014.16 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

Fourth full month's rental payment of \$16,014.16 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fourth month's rent).

- 11. In accordance with SFO Paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.15 (8,905 RSF / 7,744 USF).
- 12. In accordance with SFO Paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 3.48%.
- 13. For the purpose of computing operating cost adjustments in accordance with SFO 9TX2515, paragraph 4.3, the first year's base cost is hereby established as \$49,965. .
- 14. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$.75/USF for vacant space (rental reduction).
- 15. In accordance with the SFO paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$50.00 per hour beyond the normal hours of building operation. Areas that require 24/7 is established as \$0.00 per rsf
- 16. In accordance with Paragraph 4.5 normal hours of operation are established to be 7:00AM to 5:00PM, Monday through Friday, excluding holidays.
- 17. The Lessor hereby forever and unconditionally waives 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

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The Tenant Improvements shall be constructed in substantial accordance with the Preliminary Plans prepared by Interprise dated January 14, 2009, attached hereto as Exhibit C. The Tenant Improvements include installing carpet tile throughout the Existing Space (as identified on Exhibit C), repainting the entirety of the Existing Space, and constructing a new exit at the southeast end of the Existing Space. The Existing Space consists of 7,506 RSF. The Tenant Improvements to be constructed for the Expansion (as identified on Exhibit C) consisting of 1,399 RSF square feet are more particularly set forth on Exhibit C. Access to the Expansion shall be through a to be constructed entry way between the existing conference room and the Existing Space. Additional Tenant improvements shall include two (2) executive offices measuring 15 feet by 12 feet, two (2) private offices measuring 10 feet by 12 feet and two (2) work stations measuring 8 feet by 12 feet; including areas for storage of files cabinets and safes. An additional emergency exit will be added at a to be determined location to either the Existing Space or the Expansion in order to meet local fire and safety codes. All Tenant Improvements shall be constructed in accordance with [REDACTED] security standards, shall include installation of electrical outlets, phone outlets and network outlets using fiber optics in accordance with GSA requirements. The Expansion shall have a thermostat to control heating and cooling within the Expansion.

Lessor  &  Government

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 and will become property of the Lessor.

18. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
19. **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 Jefferson Plaza, 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."**

Lessor: RMC Midway Walnut

SIGNATURE

NAME OF SIGNER

R. Maurice Crowe Jr.

ADDRESS

NAME OF SIGNER

Dallas, Texas 75225

Clifton R. Cone

ERICA

NAME OF SIGNER

PAULA S BARKER

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

STANDARD FORM 2 (REV. 12/2006)

Prescribed by GSA - FPR (41 CFR) 1-16.60