

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

1-7-2010

LEASE NO.

GS-07B-16709

THIS LEASE, made and entered into this date by and between TYL ENERGY LTD, AND WEST PARK PLACE LLC AND GOLDEN WALKMAN, LLC, as Tenants in Common

whose address is 255 N. Center Street, Suite 200
Arlington, TX 76011

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:

Approximately 39,506 rentable square feet yielding 34,920 ANSI/BOMA usable square feet of space in the building at 150 Westpark Way, Euless, TX, legally described as Westpark Central, Block 1, Lot 3R, along with 129 surface parking spaces, including four secure surface parking spaces to be used for such purposes as determined by General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on no more than 65 working days following the Government's issuance of Notice to Proceed with Tenant Improvements through 10 years, subject to termination and renewal rights as may be hereinafter set forth.

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

Years 1-5: \$919,304.62 at the rate of \$76,608.72 per month in arrears. The annual square foot rental rate of \$23.27 is comprised of \$11.46 shell, \$4.06 operating expense, \$7.42 amortization of tenant improvements, and \$0.33 amortization of Building Specific Amortized Security.

Years 6-10 - \$672,392.12 at the rate of \$56,032.68 per month in arrears. The annual square foot rental rate of \$17.02 is comprised of \$12.96 shell and \$4.06 operating expense.

Rent for less than one month shall be prorated. Rent shall be made payable to:

Golden Walkman, LLC
255 N. Center, Suite 200
Arlington, TX 76011

4. The Government may terminate this lease at any time after 5 years of occupancy by giving at least 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 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 | Lessor |
| TS | PL |

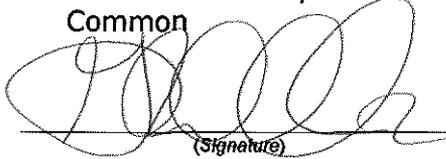
- 6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
 - a. Facilities, services, utilities and maintenance as described in Solicitation for Offers 8TX2656 and as proposed by the lessor in response thereto.
 - b. This lease is subject to adjustment for operating cost increases in accordance with provisions of paragraph 4.3 of Solicitation for Offers 8TX2656. The base cost for adjustment is \$4.06 per rentable square foot.
 - c. This lease is subject to adjustment for taxes in accordance with paragraph 4.2 of Solicitation for Offers 8TX2656. The Government shall occupy 52.41% of the building for tax adjustment purposes.
 - d. Rental shall be reduced by \$2.77 per ANSI/BOMA usable square foot for vacant space in accordance with paragraph 4.4 of Solicitation for Offers 8TX2656.
 - e. When ordered in accordance with provisions of paragraph 4.6 of Solicitation for Offers 8TX2656, overtime heat or airconditioning shall be provided at the rate of \$20.00 per hour per zone. In any event, no charge for overtime shall be assessed during the hours set out in paragraph 4.5 or during the buildings normal hours of operation of 7:00 a.m. to 7:00 p.m. Monday through Friday and 7:00 a.m through 2:00 p.m. Saturday.

7. The following are attached and made a part hereof:
 The General Provisions and Instructions (Standard Form 2 - A _____ edition).
 Sheet 3 containing paragraphs 9 through 14
 Solicitation for Offers 8TX2656 (50 pages)
 Amendment 1 (1 page)
 Amendment 2 (15 pages)
 General Clauses, GSA Form 3517B (33 pages)
 Representations and Certifications, GSA Form 3518 (7 pages)
 Security Unit Price List (2 pages)
 Exhibit A, Modification of General Clauses
 Exhibit B, Floor Plan

8. The following changes were made in this lease prior to its execution:
 Paragraph 5 was deleted without substitution.
 General Clauses were modified per Exhibit A.

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

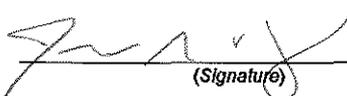
LESSOR TYL ENERGY LTD, AND WEST PARK PLACE LLC AND GOLDEN WALKMAN, LLC, as Tenants in Common

BY  _____
 (Signature)

 (Signature)

Printed Name Gary Walker

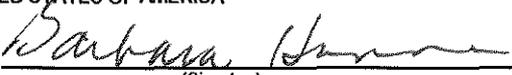
IN PRESENCE OF:

 _____
 (Signature)



 (Address)

Printed Name Jared Bradley

UNITED STATES OF AMERICA
 BY  _____
 (Signature)

GENERAL SERVICES ADMINISTRATION
 819 Taylor Street
 Fort Worth, TX 76112

 (Official title)

- 9. Tenant improvements of \$1,205,089 shall be amortized over the first 5 years of the term at 8% interest. The Government shall elect prior to the beginning of the term whether to amortize actual Building Specific Security costs over the first 5 years of the term at 8% interest or pay for those costs as a lump-sum; those costs are estimated at \$53,000.
- 10. Fees to be charged on tenant improvements shall not exceed 10% for the General Contractor, 2% for the Lessor, and \$1 per usable square foot for A/E
- 11. Common area factor applied to this lease is 1.1313.
- 12. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998.
- 13. All questions pertaining to this Lease shall be referred to the Contracting Officer of the General Services Administration (GSA) or his/her designee. The Government occupant is not authorized to administer this lease and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other cost authorized in writing by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to; repairs, changes in scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.
- 14. Commission and Commission Credit

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value 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 accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this 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 \$76,608.72 minus prorated Commission Credit of [REDACTED] equals [REDACTED] \$
adjusted First Month's Rent

Second Month's Rental Payment \$76,608.72 minus prorated Commission Credit of [REDACTED] equals [REDACTED] \$
adjusted Second Rent

Third Month's Rental Payment \$76,608.72 minus prorated Commission Credit of [REDACTED] equals [REDACTED] \$
adjusted Third Month's Rent

WITNESSES

| | |
|---|---|
| Gov't | Lessor |
|  |  |