

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

3/30/2010

LEASE NO. GS-07B-16734

THIS LEASE, made and entered into this date by and between DRA/CLP Research Park Plaza Austin, LP

whose address is 2101 6<sup>th</sup> Avenue N, Suite 750  
 Birmingham, AL 35203-2775

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:

46,660 rentable square feet (39,813 ANSI/BOMA Office Area square feet) of fully serviced space located on a portion of the second (2<sup>nd</sup>) floor, and a portion of the first (1<sup>st</sup>) floor of the Research Park Plaza IV building at 12301 Research Boulevard, Austin, Texas 78759-2302, and being more particularly described in Exhibit B, Legal Description, along with 180 on-site structured parking spaces in the building's garage, including ten (10) designated and reserved structured parking spaces, and being more particularly described in Exhibit A, Floor Plans, and 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 the date the Government accepts the premises as substantially complete and continuing for 2 years, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later than 60 calendar days after the Contracting Officer issues the Tenant Improvement Notice to Proceed. The estimated date of substantial completion is June 14, 2010.

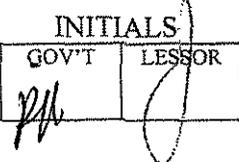
3. The Government shall pay the Lessor rent as follows:

Year	Shell	Base Cost of Services	Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
1-2	\$ 1,513,650.40	\$ 342,017.80	\$0.00	\$ 1,855,668.20	\$ 154,639.02

Rent shall be paid monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be made payable to:

DRA /CLP Research Park Plaza Austin, LP  
 2101 6<sup>th</sup> Ave. N, Suite 750  
 Birmingham, AL 35203-2775

4. The Government may terminate this lease at any time after the 18<sup>th</sup> month following Lease Commencement by giving at least 30 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.

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~~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.~~

**PARAGRAPH 5 IS DELETED WITHOUT SUBSTITUTION**

- 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 0TX2103.
  - B. Build out in accordance with standards set forth in SFO 0TX2103, and the Government's design intent drawings.
  - C. Deviations to the Government's 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:
  - Sheet 3, 4, 5, 6 & 7 containing paragraphs 9 - 50 to Lease GS-07B-16734 (5 pages).
  - Solicitation For Offers 0TX2103 (50 pages).
  - Floor Plans, Exhibit A (2 pages).
  - Legal Description, Exhibit B (1 page).
  - Janitorial Specifications, Exhibit C (5 pages).
  - General Clauses GSA Form 3517B (Rev. 11/05) (34 pages).
  - Representations and Certifications, GSA Form 3518A (Rev.1/07) (7 pages).

- 8. The following changes were made in this lease prior to its execution:
  - SF-2 Paragraph 5, Renewal Option, was deleted in its entirety without substitution.
  - SF-2 Paragraphs 9 - 49 were added.

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

DRA/CLP Research Park Plaza Austin, LP

BY   
(Signature)

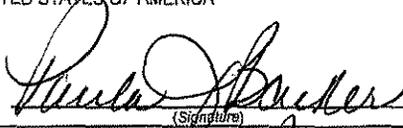
\_\_\_\_\_  
(Signature)

IN PRESENCE OF:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

UNITED STATES OF AMERICA

BY   
(Signature)

GENERAL SERVICES ADMINISTRATION  
Contracting Officer  
General Services Administration  
819 Taylor Street,  
Fort Worth, Texas 76102  
(Official title)

*PAULA S. BARKER*

9. The space shall comply with the handicap accessibility requirements of the solicitation.
10. The Lessor is to provide as part of the rental consideration a total of 180 on-site structured parking spaces in the building's garage, including ten (10) designated and reserved structured parking spaces.
11. In accordance with provisions of Paragraphs 4.3 Operating Costs, 4.2 Tax Adjustments and 4.4 Adjustment for Vacant Premises, of the Solicitation for Offers 7TX2998, the following parameters are established:
- (a) The lease is not subject to operating cost escalation.
  - (b) The lease is not subject to real estate tax reimbursement.
  - (c) The Adjustment for Vacant Premises in accordance with Paragraph 4.4 is hereby deleted.
12. In accordance with Paragraph 4.6, Overtime Usage, the overtime HVAC services will be provided at the rate of \$30.00 per hour. Overtime rates shall not be paid during normal building operation hours of 7:00 am to 6:00 pm Monday through Friday, and Saturday 8 am to 1 pm. IRS normal hours of operation are 6:30 am to 5:30 pm, Monday through Friday.
13. The Lessor will provide 3 copies of a CAD "as built" disk to the contracting officer within thirty (30) days of completion of construction.
14. Janitorial service will be performed during tenant working hours, Monday through Friday, excluding federal holidays.
15. In accordance with Section 4.1 Common Area Factor of SFO 0TX2103, the Common Area Factor is established as 1.1720.
16. The Lessor agrees to provide up to \$28.4067 per ANSI/BOMA Office Area square foot (\$28.4067 x 39,813 = \$1,130,956.00) toward the cost of tenant improvement. This amount is an estimated tenant improvement allowance, the final tenant improvement cost will be established as described in SFO Section 5.2, *Tenant Improvement Pricing Requirements*. The final tenant improvement cost shall be paid by the Government to the Lessor by lump sum payment upon acceptance by the Government and submission of invoice.

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number "PSXXXXXXX" [Invoices submitted without the PDN are immediately returned to the Vendor.] Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Vendors who are unable to process the invoices electronically, may mail the invoices to the following address:

GSA, Greater Southwest Finance Center (7BCP)  
P.O. Box 17181  
Fort Worth, Texas 76102

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17. The Lessor agrees to provide up to \$7.0319 per ANSI/BOMA Office Area square foot (\$7.0319 x 39,813 = \$279,960.00) toward the shell buildout cost. This amount is an estimated shell buildout allowance, the final shell buildout cost will be established by using the same requirements as described in SFO Section 5.2, *Tenant Improvement Pricing Requirements*. The Government may return to the Lessor any unused portion of the shell buildout allowance in an exchange for a decrease in rent using a 9.0% amortization rate over the firm term of 18 months. In the event the shell buildout cost exceeds this allowance, the rent shall be increased using a 9.0% amortization rate over the firm term of 18 months.

18. Overtime Work may be required to meet the Occupancy Date detailed in Paragraph 2. Overtime work and its cost will be approved, in advance, by the Contracting Officer upon submission of acceptable supporting documentation, and approval will not be unreasonably withheld. The cost for approved Overtime Work will be included in the final Tenant Improvement cost.

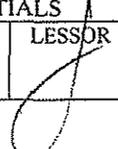
19. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions, and for alterations completed by either the Government or Lessor 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.

20. In accordance with the revised Paragraph 2.3, 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) [REDACTED] when the Lease is awarded and (ii) [REDACTED] upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. There will not be a Commission Credit due to the Government for this expedited lease transaction.

21. All questions pertaining to this Lease shall be referred to the Contracting Officer of General Services Administration (GSA) or their 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 authorized in writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

22. 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.

23. The Government shall have the right to install up to two (2) antennas on the building's roof, and the size of such antennas shall not exceed 2 feet in width and 4 feet in height. The Government will be responsible, at its sole cost and expense for the installation and

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maintenance of such antennas and for the removal of such antennas at the expiration of the term of the Lease.

24. Section 4.8 of the SFO is hereby revised to reflect that resilient floors will be spray buffed on a regular basis, but not daily; restrooms will never be spray buffed; carpets in common areas will be shampoo cleaned on a quarterly basis; garages are wet mopped or scrubbed once a year; interior windows are washed once a year; and carpets located in tenant's premises are never shampoo cleaned by Lessor. The building Janitorial Specifications are added to the Lease as Exhibit C and shall prevail in the event of a conflict with the SFO.

25. Window Coverings. Section 6.5 (A) of the SFO is hereby revised so that the phrase, "which shall be provided as part of the Tenant Improvement Allowance" is hereby deleted. The parties acknowledge that building standard silver aluminum blinds are already in place.

26. Section 6.6(B) of the SFO is hereby revised to reflect that office areas and partition areas shall have a maximum live load capacity of 50 pounds per ANSUBOMA Office Area square foot and storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot. Lessor has reviewed design intent drawings provided by IRS and has not identified any areas requiring relocation or structural reinforcement.

27. Section 6.7 (C) of the SFO is hereby revised to reflect that the cost of disassembly, storage during construction and subsequent re-assembly of any of the ceiling components shall be at the Government's cost, but may be included as part of the Shell Buildout Allowance.

28. Section 6.8 of the SFO is hereby deleted in its entirety.

29. The third sentence of Section 7.7(A) of the SFO is hereby deleted in its entirety.

30. Section 7.10 (A) (1)(a)(2) of the SFO is hereby deleted in its entirety.

31. Section 8.5 of the SFO is hereby revised to reflect that existing drinking fountains will be used on a two drinking fountain per floor basis and may or may not be within 200 feet of the premises leased by Lessee.

32. The existing toilet rooms shall be used. Section 8.6(A)(2) of the SFO is hereby deleted in its entirety.

33. The existing janitorial closets will be used. The second sentence of Section 8.8(A)(1) of the SFO is hereby deleted in its entirety.

34. The fourth sentence of Section 8.13(A)(1) of the SFO is hereby deleted in its entirety and replaced with the following: "The enclosure shall not be used for storage or other purposes."

35. Section 8.14 (A)(3) of the SFO is hereby revised to reflect that the Government will not affix telecommunications antennae to the parapet or building envelope without Lessor's

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written consent.

36. Section 8.18 (E) of the SFO is hereby revised to reflect that elevator cab floors shall be carpet or tile that match existing common area floors.

37. Section 10.4 of the SFO is hereby revised to delete the reference to CCTV monitoring devices and special equipment.

38. Section 10.12 of the SFO is hereby revised as follows: "Security guards, provided by the Government, shall be allowed within the Government's premises, and not in public lobbies, entrances/exits etc."

39. Section 10.13 of the SFO is hereby revised to reflect that the installation of any such system shall be at the sole cost and expense of the Government and such system must comply with all applicable laws, codes and ordinances.

40. CCTV Monitoring shall be limited to the premises only; The operation and maintenance of CCTV may be performed in the premises by Government.

41. Section 10.1.8 of the SFO is hereby revised to reflect that any such equipment shall be of size and in locations approved by Lessor.

42. Section 10.19 is hereby revised to reflect that Lessor shall approve the shatter-resistant window material to be installed, to ensure acceptable appearance. The minimum performance specifications of the material shall not be reduced.

43. Section 10.20 of the SFO is hereby revised to reflect that any heightened security shall not unreasonably interfere with the operations and quiet enjoyment of the other lessees of the Building.

44. Section 11.1 (Doors) is hereby revised to reflect that all door locks installed at the Government's expense must be keyed to master.

45. Section 11.1 (HVAC) is hereby revised to reflect that any supplemental HVAC units shall be maintained by the Lessor and the cost has been included in the Operating Costs. The lessor shall install sub-meters on the 24/7 cooling system (power for cooling system only) and pass through the direct cost for the electrical cooling. The billing shall be monthly, paid by the agency (RWA) through GSA to the Lessor and shall be paid separate from rent.

46. Section 6 of the General Clauses, Substitution of Tenant Agency, is hereby deleted in its entirety.

47. In the event Government remains in possession of the leased premises after the expiration of the Lease and without the execution of a new lease, it shall be deemed to be occupying said premises as a tenant from month to month at one hundred twenty-five percent (125%) of the gross rental rate, and otherwise subject to all the conditions, provisions and obligations of this lease insofar as the same are applicable to a month-to-month tenancy.

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48. The lease is executed by certain employees of DRA/CLP Research Park Plaza Austin, LP, not individually, but solely on behalf of Lessor, the authorized nominee and agent for DRA/CLP Research Park Plaza Austin, LP. In consideration for entering into the Lease, the Government hereby waives any rights to bring a cause of action against the individuals executing the Lease on behalf of Lessor, and all persons dealing with Lessor must look solely to Lessor's interest in the building in which the premises is located for the enforcement of any claim against Lessor, and the obligations under the Lease are not binding upon, nor shall resort be had to the private property of any of, the trustees, officers, directors, employees or agents of DRA/CLP Research Park Plaza Austin, LP. Nothing herein shall apply to any injunctive or other equitable, declaratory or other form of relief to which the Government may be entitled or any remedy or action against Lessor which does not involve the personal liability of Lessor.

49. Except to the extent arising out of the negligence or willful misconduct of Lessor, Lessor shall not be liable to the Government, or to the Government's agents, contractors, servants, employees, customers, or invitees, for any damage to personal property located in the premises, the building, or any parking areas or garages.

50. During the Lease Term, the Government shall comply with all environmental laws applicable to the operation or use of the leased premises, will cause all other persons occupying or using the leased premises (which are under the Government's direction and control or for whom the Government is responsible) to comply with all such environmental laws. The Government shall not generate, use, treat, store, handle, release or dispose of, or permit the generation, use, treatment, storage, handling, release or disposal of hazardous materials (as defined by applicable law) on the leased premises, or the Building, or transport or permit the transportation of hazardous materials to or from the premises or the Building except for limited quantities used or stored at the leased premises and required in connection with the routine operation and maintenance of the leased premises, and then only in compliance with all applicable environmental laws.

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