

U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)

1. LEASE NUMBER
GS-07B-16794

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 782 rentable square feet of first (1st) floor commercial office space located within the delineated area (see Exhibit A – Delineated Area) for occupancy not later than June 14, 2010 (date) for a term of ten (10) years, five (5) years firm. GSA may terminate this lease after the fifth (5th) lease year on sixty (60) days written notice to the Lessor. Rentable space must yield a minimum of 680 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.

3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS MARCH 12, 2010.

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):

- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
- b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
- c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
- d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
- e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.
- f. Services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 5:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
- g. The Lessor shall complete any necessary alterations within 45 days after receipt of approved layout drawings.
- h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.
- i. The Lessor shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to an annual adjustment of operating costs. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364A, Proposal to Lease Space. If it is not indicated clearly, the Government will assume that you DO NOT want annual adjustments.

5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

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|--|--|--|--|--|
| <input checked="" type="checkbox"/> HEAT | <input checked="" type="checkbox"/> TRASH REMOVAL | <input type="checkbox"/> ELEVATOR SERVICE | <input type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input checked="" type="checkbox"/> OTHER (Specify below) |
| <input checked="" type="checkbox"/> ELECTRICITY | <input checked="" type="checkbox"/> CHILLED DRINKING WATER | <input checked="" type="checkbox"/> WINDOW WASHING | <input type="checkbox"/> PAINTING FREQUENCY | <u>see Attachment 3 to Form 3626, Special Requirements</u> |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency _____ | Space _____ | |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> TOILET SUPPLIES | <input type="checkbox"/> CARPET CLEANING | Public Areas _____ | |
| <input type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency _____ | | |

6. OTHER REQUIREMENTS

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

8. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING
- SIGNIFICANTLY MORE IMPORTANT THAN PRICE
 - APPROXIMATELY EQUAL TO PRICE
 - SIGNIFICANTLY LESS IMPORTANT THAN PRICE
 - (Listed in descending order, unless stated otherwise):
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PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (Include ZIP Code) 2732 SHAMROCK 2732 Shamrock Avenue Fort Worth, TX 76107-5617	2. LOCATION(S) IN BUILDING a. FLOOR(S) First	
	b. ROOM NUMBER(S) Suite 100	
	c. SQ. FT. RENTABLE <u>782</u> ABOA <u>782</u> Common Area Factor <u>1.00</u>	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE

B. TERM

3. To have and to hold, for the term commencing upon government acceptance of space and continuing for ten (10) years inclusive. The Government may terminate this lease in whole or in part at any time on or after the tenth (10th) year, by giving at least 180 days 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.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5. AMOUNT OF ANNUAL RENT \$22,482.00	7. HVAC OVERTIME RATE PER HOUR n/a	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) JCO Properties, L.P. [REDACTED]
6. RATE PER MONTH \$1,873.50		

9a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)
 JCO Properties, L.P. 3801 West Freeway, Fort Worth, TX 76107-5617

9b. TELEPHONE NUMBER OF OWNER 817-924-5567	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)	
11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) Jerry Courter	11b. TITLE OF PERSON SIGNING Managing Partner	
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT 		11d. DATE 10/25/2010

PART III - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

- Rider to GSA Form 3626
- Attachment 1 to GSA Form 3626
- Attachment 2 to GSA Form 3626 - Minimum Lease Security Standards
- Attachment 3 to GSA Form 3626 - Special Requirements
- Floor Plans
- Legal Description

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

3a. NAME OF CONTRACTING OFFICER (Type or Print) Jeffrey Navarro	3b. SIGNATURE OF CONTRACTING OFFICER 	3c. DATE 11/4/10
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RIDER TO GSA FORM 3626
U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)
LEASE RIDER
LEASE NO. GS-07B-16794, Ft. Worth, Texas

1. A total of 782 rentable square feet (RSF) of office and related space, which yields 782 ANSI/BOMA Office Area square feet (USF) of space on the first floor at 2732 Shamrock Avenue, Ft. Worth, Texas to be used for such purposes as determined by the General Services Administration. An additional 1,092 rentable square feet is being provided to the Government for use at no additional cost. As such, the total demised area will be 1,874 rentable square feet.
2. This lease is subject to adjustments for vacant space as provided by Adjustment for Vacant Premises, GSAR 552.270-25 (6/94). The adjustment for vacant space is \$5.24 per rentable square foot per annum.
3. This lease is subject to Real Estate Tax Escalation adjustments as provided by Tax Adjustment GSAR 552-270-24 (6/85). The Government's percentage of occupancy is established at 05.53% of entire building (782 rsf occupied divided by a total building of 14,123 rsf).
4. This lease is subject to annual operating cost adjustments as provided by Operating Costs GSAR 552.270-23 (6/85). The base rate for adjustments is established at \$4,863.00 annually.
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 **180 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.
 - **1 Option for 3 years with a total annual rental rate of \$18,541.22.**
6. Number of surface parking spaces being provided as part of the rental consideration is 20. Two (2) of those spaces will be secured and reserved for Government use as prescribed in this lease and design intent drawings.
7. The tenant buildout will conform to the specifications in this Lease, and are to be provided by the Lessor as part of the total rental payment. The tenant buildout costs of \$27,315.00 are amortized for a period of 120 months at 7.0%. Tenant improvement rental adjustments shall be made in accordance with Attachment No. 1, Supplemental Lease Requirements Paragraph 3.
8. ~~Overtime rates shall not be paid during normal building hours of operation as identified on Page 1 of 2, Section B, of the GSA Form 3626.~~ This lease does not include HVAC (electrical) services. Government is responsible for HVAC services.
9. The common area factor of the proposed leased space is 0.00 percent.
10. The following apply to this lease as mutually agreed by the Lessor and the Government:
 - A. Government is responsible for electrical, natural gas, and janitorial services to the leased premises.
 - B. Lessor will be responsible for maintenance of electrical systems, HVAC systems, and interior walls and other required maintenance for the items listed in section A of this paragraph.
 - C. Lessor is responsible for window cleaning services as well as weekly dumpster services (up to a 6 yard container).
 - D. Lessor to provide water and wastewater services to the suite.
11. 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.

