



STATE LEASE

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

1. PARTIES

This Agreement is made and entered into on this 2/10/04 by and between Lessor FIRST INDUSTRIAL, L.P., a Delaware limited partnership of Cook County, Illinois, and LESSEE, STATE OF TEXAS acting by and through the Texas Building and Procurement Commission.

2. PROPERTY LEASED

10165 Harwin Drive, Suite 180A
Houston, Harris County, Texas, 77036
Lease # 20048, Texas Youth Commission

Lessor promises, in return for the consideration described herein to be paid by the Lessee and the covenants set out herein to be kept by Lessee, to hereby lease, unto the Lessee, the Property and Premises described herein.

Lessor also promises to furnish any and all requirements related to such Property and Premises as set out in this lease, all of which are incorporated herein by reference and made a part hereof for all purposes.

3. TERMS OF LEASE

This lease shall be for a period of 120 months commencing on the 1st day of May, 2004 (the "Commencement Date"), and ending on the 30th day April, 2014 (the "Termination Date"), unless sooner terminated as hereinafter provided.

4. MONTHLY RENTAL

The Lessee agrees to pay Lessor a base Monthly Rent during the term of this lease in accordance with the rent schedule as detailed in Exhibit A. The rental payments provided for herein shall be due and payable by Lessee in advance on the first day of the month for which said rentals are due.

This lease contract is made and entered into in accordance with the provisions of Texas Government Code, Title 10, Subtitle D, and is made contingent upon the continuation of

the availability of funds appropriated by the Legislature for the operation of the occupying agency. In the event the Legislature or the Executive Branch of the State of Texas cease to fund the operation of an agency, or the agency ceases to exist as a result of the Legislative sunset review process, then the Texas Building and Procurement Commission, hereinafter referred to as Commission, may assign another state agency to the space, or a part thereof, covered by this lease. Should the Commission be unable to find another State agency or agencies to fill, or partially fill the space, the Commission, upon written notice to the Lessor, either may terminate this lease, or sublet in whole or in part to a private third party.

Option to Renew: Lessee shall have the Option to Renew this lease for an additional 120 months under Market terms and conditions as agreed to by both parties. If Lessee desires to renew this lease as described above Lessee will notify Lessor of its intent to do so no more than 365 days and no less than 210 days prior to the Termination Date. Lessor shall then have 30 days to provide Lessee with notification of the proposed Market Rate and Terms for the renewal period along with written substantiation supporting that the rate and terms proposed represent the Market Rate and Terms for buildings of like kind, quality, and age in the area at that time. Lessee shall then have 30 days within which to:

- a. Accept Lessor's proposed Market Rate and Terms whereupon Lessor and Lessee shall move toward execution of the appropriate document reflecting the agreed upon terms
- b. Reject Lessor's proposed Market Rate and Terms and notify Lessor that Lessee intends to vacate the Premises upon the Termination Date of the Lease
- c. Reject Lessor's proposed Market Rate and Terms and enter into a negotiation with Lessor, not to exceed 30 days, to arrive at mutually acceptable Rate and Terms for the renewal period. If agreement cannot be achieved during that period then this Option to Renew shall be deemed to be void and of no further force or effect of either party

5. OPERATING COST ADJUSTMENT-

- (a) For purposes of the adjustment provided in this Section 5, the term Operating Costs means those expenses directly incurred from Property insurance, and ad valorem Property taxes and will be based on the "rentable square footage" of approximately 11,515 square feet.
- (b) The term Excess Operating Costs means the amount by which the Operating Costs for any calendar year after the Base Year exceed the Operating Costs for the Base Year. Base Year for the purposes of this lease shall be the calendar year 2004.
- (c) If there are Excess Operating Costs for any calendar year, Lessee shall pay to Lessor as additional rent Lessee's share of the Excess Operating Costs. Should Operating Costs be reduced for any calendar year after the Base Year Lessor will

credit future Excess Operating Costs in the amount of such overpayment or provide Lessee a refund of such overpayment if there are no Excess Operating Costs. Lessee's Share means the pro rata portion of the building occupied by Lessee as generally represented by the percentage calculated using Lessee's square footage as the numerator and the total square footage of the building as the denominator. Adjustments for Excess Operating Cost shall be made as follows:

- (i) On or before the first day of December during the term of this lease, Lessor shall provide to Lessee written notification of its best estimate of the increase (or decrease) in Excess Operating Costs, if any, for the immediately following calendar year and shall add (or subtract) to each monthly base rental payment for such following calendar year an amount equal to a monthly pro rata share of Lessee's Share of such estimated Excess Operating Costs.
 - (ii) On or before the first day of December during the term of this lease after the Base Year and on or before the first day of December following the termination of this lease, Lessor shall reconcile the actual Excess Operating Costs attributable to the current year and the estimated Excess Operating Costs for the current year. If actual Excess Operating Costs for the current year exceed estimated Operating Costs for the current year, a monthly pro rata portion of Lessee's Share of such difference shall be added to the base rental for each month of the immediately following calendar year. If estimated Excess Operating Costs for the current year exceed actual Excess Operating Costs for the current year, then a monthly pro rata portion of Lessee's Share of such excess shall be subtracted from the monthly base rental for each month of the following calendar year. In the case of the reconciliation for the last calendar year of the lease term, the difference between the actual Excess Operating Costs and the estimated Excess Operating Costs for the current year shall be invoiced to, or paid to, Lessee within 30 days following the determination of such amount.
- (d) Lessor commits that it will use its best efforts to minimize any potential increase in insurance and tax obligation(s). Lessor will provide to Lessee evidence of actions taken to protest insurance and tax increases in written format on an annual basis. In order for Lessee to adjust the Monthly Rental rate, due to increased insurance and taxes, Lessor must provide proper justification as defined by Lessee.
- (e) Lessor covenants and warrants that it will not:
- (i) Increase the total amount of Property insurance on the leasehold Premises in the event of a total loss (the "Total Insurance Amount") in any year by an amount in excess of the amount produced by multiplying the total Insurance Amount in effect prior to such increase by a percentage equal to the percentage increase for the 12 month period ending on the date of such

increase in the Consumer Price Index for urban wage earners and clerical workers (CPI-W), U.S. City Average (published by the United States Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212

- (ii) Decrease the amount of the deductible under any policy of Property insurance covering the leased Premises to an amount less than the deductible in effect on the commencement date.

Any increase in the Total Insurance Amount or decrease in a deductible that violates the preceding subparagraph (i) and (ii) shall not constitute a breach of this lease.

Any increase in the cost of Property insurance attributable to any such violation shall not be taken into account for purposes of calculating any Excess Operating Costs for the purpose of the adjustment allowed by Section 5.

Anything above the contrary notwithstanding, for no calendar year shall Excess Operating Costs be greater than four percent (4%) of the sum of the Base Year plus Excess Operating Costs from previous years.

6. GENERAL TERMS AND CONDITIONS

- (a) Lessor covenants and agrees to pay all taxes of whatever nature, levied and assessed and to be levied or assessed, on or against the leased Property and improvements during the term of the lease; and to keep the leased Premises, Property and buildings in good repair and condition during the continuance of the term of this lease, said maintenance is to include, but is not limited to, the following services: repair and patch wall, ceiling and floor surfaces; painting as needed; replacement of broken window glass; repair of window shades, blinds and/or drapes, fasteners and sash cord or chains; roof and ceiling leaks; building exterior, interior; plumbing, heating, air conditioning and ventilating equipment and filters; fire protection equipment; miscellaneous valves; woodwork, locks, floor surfaces and coverings; lighting fixtures, and the replacement of all defective or burned-out light bulbs, fluorescent tubes, ballasts and starters. If the occupying agency, or its agents, cause damage to said Property that goes beyond "normal wear and tear", the occupying agency is responsible to pay for repairs related to the damage caused by the agency.
- (b) Lessor hereby covenants and agrees that hereafter and during the term of this lease, it will not rent, lease or otherwise furnish space in this or any adjacent buildings under its control to any enterprise which, in the usual exercise of its business, could be expected to create noise or odors injurious or disruptive to the occupying agency's normal governmental activity. Lessor covenants and agrees it will not lease space that would locate or collocate any regulated parties which

have an interest in the occupying agency/ies or whose occupation of these Premises would cause the occupying agency to be in violation of State statute.

- (c) Lessor warrants that the demised Premises is not in violation of any city, state or local ordinance or statute or any restriction imposed against the demised Premises and that said Lessor will indemnify said Lessee for any direct or indirect loss sustained by Lessee as a result of the existence of such restriction, ordinance or statute.
- (d) Lessor hereby covenants and agrees that the Lessee may bring on the leased Premises any and all furniture, fixtures and equipment reasonably necessary for the efficient exercise of Lessee's governmental responsibilities and the parties agree that all such Property shall remain the Property of the Lessee.
- (e) Any signs necessary to indicate Lessee's name, location and governmental purpose shall be prepared and installed consistent with signage for other lessees in the Property and in keeping with building décor. Any special requirements of Lessee contrary to the above must be stated in writing and made a part of this lease. Any cost of compliance with this paragraph in excess of the amount that would be required for Lessor's standard signage shall be borne by Lessee.
- (f) On termination of this lease, by lapse of time or otherwise, Lessee may, within a reasonable time thereafter, at its option and expense, remove from said Premises any and all improvements, equipment, appliances or other Property placed or owned by it thereon. Lessee shall deliver the Premises and Property to Lessor in good order and condition, provided however, the reasonable use and ordinary wear and tear are expected.
- (g) If during the term of this lease, said Premises, or any portion thereof, shall be condemned for any public purpose, Lessee hereto shall have the option of terminating and canceling this lease upon thirty (30) days notice to the Lessor of its election to do so.
- (h) It is mutually agreed between the Lessor and the Lessee that if said building and Premises shall, during the term of this lease, be damaged by flood, fire or any other cause or causes, the same shall be repaired by the Lessor within 30 days of the damage. During the time of such repair, if the space cannot be fully utilized by Lessee, lease payments due hereunder shall be either reduced or withheld in accord with the degree of non-use. But, if said building and Premises be so damaged as to render said Premises unfit for occupancy and Landlord is unable to temporarily relocate the Lessee in Lessor's available space and restore the Premises within 120 days, then, and from the date of such damage, this lease shall cease and be void; and rent and other obligations hereunder shall be due and payable only to the date of such damage. The determination as to whether the building and Premises are damaged so as to render them unfit for occupancy shall be made by Lessee. If the Lessor has available under his control space which will

meet Lessee's needs and offers same to Lessee, the Lessee may at its option, occupy that space under the same terms and conditions as this lease. Lessor will be responsible for any relocation costs that may be incurred, included but not limited to, cost of the space, moving, communication equipment and computer expenses.

- (i) Lessor shall be solely responsible, for the payment of commission to Lessee's Tenant Representative agent per terms of a separate Commission Agreement for services rendered on behalf of Lessee including some or all of, but not limited to, market survey and analysis, negotiation of terms, financial analysis, space planning and space justification, document preparation and coordination through to execution. It is understood that the commission payable to Lessee's Tenant Representative shall not exceed four percent (4%) of the Gross Lease Consideration.
- (j) Lessee reserves the right to assign any agency of State government to occupy all or any part of the space described herein or to assign or sublet all or any part of the leased Premises to any private entities (persons or corporations).
- (k) In the event Lessor shall breach or be in default in the performance of any of the covenants or obligations imposed upon Lessor by this lease or by law, the Lessor shall cure any such default within thirty (30) days after written notice of such default. Should the nature of the default require more than 30 days to cure, the cure period shall be extended buy an additional 30 days; nevertheless, if in Lessee's reasonable judgment the cure of such default should not require additional time beyond the original cure period, Lessee's rental shall be abated from the expiration of the original cure period until the default has been cured. Notwithstanding the foregoing, if the default is not cured within 60 days from the original notice of default from Lessee, in addition to the right of self-help and other remedies provided by law, Lessee shall have the option to terminate the Lease. Subject to the foregoing limitation, if the Lessor does not cure the default within the specified cure period, Lessee shall have the right and privilege of terminating this lease and declaring the same at an end, and shall have the remedies now or hereafter provided by law for recovery of damages occasioned by such default. Lessee may withhold payment of rent from Lessor, until such time as the violations have been corrected. Notwithstanding any other provision of this lease, if violations of this lease create an emergency situation and threaten the occupying agency's ability to use the Premises, the Lessee may correct all or any part of the violations and deduct the cost from rentals due the Lessor.
- (l) The failure of the Lessee or Lessor to insist in any one or more instances on a strict performance of any of the covenants of this lease shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.

- (m) This agreement and each and all of its covenants, obligations and conditions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Lessor, and the successor in office of Lessee.
- (n) This agreement shall be governed by Texas law and exclusive venue shall lie in Travis County, Texas.

7. LEASE REQUIREMENTS

Lessor and Lessee shall comply with all provisions of Exhibit B entitled Lease Requirements which is incorporated herein for all purposes.

8. OTHER TERMS AND CONDITIONS

- (a) This lease shall be effective as of the date that all parties execute this lease contract. All proposals, negotiations, notices, and representations with reference to matters covered by this lease are merged in this instrument and no amendment or modification thereof shall be valid unless evidenced in writing and signed by all parties as identified below.
- (b) Any statement or representation of Lessee in any estoppel certificate delivered pursuant to this lease which would modify the rights, privileges or duties of Lessor or Lessee hereunder shall be of no force and effect and may not be relied on by any person.
- (c) Should Lessor require Lessee to provide an Estoppel Certificate at any time during the term of this lease Lessor will give Lessee thirty (30) days prior written notice whereupon the TBPC will forward to Lessor a draft copy of its standard Estoppel Certificate to use for such purposes.
- (d) All notices, requests, consents, approvals, waivers and other communications shall be in writing, mailed, hand delivered or delivered by overnight delivery service to the recipient at the address for that party shown below. All such notices, requests and communications shall be effective when actually received.

9. SPECIAL PROVISIONS:

To Lessor: First Industrial, L.P.
Attn: Royal Pratt
8850 Jameel Rd., Suite 100
Houston, TX 77040

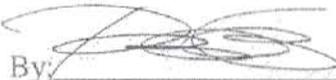
To Lessee: Texas Building and Procurement Commission
Attn: Director, Facilities Leasing Division
1711 San Jacinto
Austin, Texas 78701

LESSOR:

LESSEE:

FIRST INDUSTRIAL, L.P.

STATE OF TEXAS,
Acting by and through the
TEXAS BUILDING AND
PROCUREMENT COMMISSION

By: 
Signature

By: 
Signature

(Please type or print name under signature)

ROYAL PRATT TREG. DIRECTOR
Title

G.F.G. WERKENTIN
Director, Facilities Leasing Division

2/5/04
Date

2/10/04
Date

- EXHIBIT A - RENT SCHEDULE
- EXHIBIT B - LEASE REQUIREMENTS
- EXHIBIT C - CONSTRUCTION REQUIREMENTS
- EXHIBIT C-1 - GENERAL CONSTRUCTION NOTES
- EXHIBIT C-2 - ROOM SCHEDULE
- EXHIBIT C-2A - AGENCY SPECIFIC CONSTRUCTION NOTES
- EXHIBIT D - MINIMUM WORK STATION REQUIREMENTS

EXHIBIT A

RENT SCHEDULE

Texas Youth Commission

DATE	Sq. Ft. Occupied	Annual Base Rate/SF	Annual Base Rent	Monthly Base Rent	Monthly Furniture Payment	Total Monthly Payment
05/01/2004 thru 04/30/2007	8412	\$11.34	\$95,392.08	\$7,949.34	\$641.00	\$8,590.34
05/01/2007 thru 04/30/2009	8412	\$11.82	\$99,429.84	\$8,285.82	\$641.00	\$8,926.82
05/01/2009 thru 04/31/2011	8412	\$12.36	\$103,972.32	\$8,664.36	\$641.00	\$9,305.36
05/01/2011 thru 04/30/2014	8412	\$12.84	\$108,010.08	\$9,000.84	\$641.00	\$9,641.84

EXHIBIT B

LEASE REQUIREMENTS

- (a) In signing this lease contract, the Lessor certifies that the leased Premises to be occupied shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations, which includes compliance with all applicable handicapped accessibility requirements. Acceptance of the space does not exonerate the Lessor from meeting all the requirements. No requirement may be waived by the Lessee or the occupying agency.
- (b) Lessor specifically covenants and warrants that the space will at all times comply with the Texas Accessibility Standards ("TAS") requirements for persons with disabilities administered by the Texas Department of Licensing and Regulations.
- (c) Lessor attests that it has sufficient and appropriate title to said Premises and attests that it has the financial capability to fully execute obligations in this lease contract. Lessor further covenants that it has the power and authority to execute this lease and to place Lessee in possession of the Premises in full satisfaction of and compliance with the terms and conditions herein.
- (d) Lessor also agrees that it will not attempt to impose upon Lessee any requirements of other legal instruments related to these Premises not referred to herein or made a part hereof. Lessor warrants to Lessee the leasehold interest created hereunder and agrees to defend Lessee against the claims of all persons to the leasehold interests of the Lessee. Any person or entity executing this lease as agent for the Lessor shall attach to this lease sufficient evidence of authority to act in the capacity shown.
- (e) Lessor shall provide completed construction plans for Lessee approval prior to commencement of construction. Lessor shall also provide Lessee a construction schedule showing all critical dates of construction or substantial renovation prior to the commencement of construction of the Premises covered by this lease.
- (f) Lessor shall provide drawings of the floor plans of the leased Premises in electronic format upon completion of the construction of the project.
- (g) All construction repairs and alterations shall be performed by Lessor prior to occupancy.
- (h) Lessee reserves the right of inspection and may reject space based on adverse building conditions, including but not limited to general cleanliness, appearance of carpet or tile, grounds, finished interiors or exteriors, odors, pests, insects, or other problems relating to improper extermination or any other condition that would create unsanitary, unattractive or unsafe conditions.
- (i) As a condition of occupancy, Lessor certifies that the leased space contains the minimum usable square footage specified in the lease contract.

- (j) Lessee shall have the right to survey and inspect Property during the construction process to ensure the leased space complies with all requirements as set forth in this lease agreement.
- (k) Prior to occupancy, Lessor shall thoroughly clean the leased Premises. Cleaning operations shall include, but not be limited to, the following:
 - 1. Removal of non-permanent protection and labels.
 - 2. Polish glass.
 - 3. Clean exposed finishes.
 - 4. Touchup mirrors finish damage.
 - 5. Remove all waste and debris.
 - 6. Clean light fixtures and replace dimmed or burned out light bulbs.
 - 7. Sweep and wash paved areas as needed.
 - 8. Clean yards and grounds.
 - 9. Vacuum all areas.
 - 10. Wax and polish all hard surface flooring.
 - 11. Clean blinds.
- (l) The Lessee may, upon written notice to the Lessor at least 30 days prior to termination of this lease or any extension, remain in possession of the leased Premises for a period specified in the notice, not to exceed 180 days. The Lessee shall pay the Lessor for each month or part of a month, a pro-rata sum equal to the Monthly Rent in effect at the termination of this lease for the space occupied by the agency during this period.
- (m) Lessor shall provide, at Lessor's expense, access to all utilities services, meters, and connections necessary for the proper and intended use of the space. These utilities include continuous hot and cold water, wastewater, electricity and natural gas, if required for heating and or cooling.
- (n) Electricity: Electricity for the leased space shall be separately metered, or if the Premises are located in a building wherein Electricity is shared with other tenants Lessor may calculate Lessee's pro rata share of electricity costs using Lessee's usable square footage as the numerator and the usable square footage of the total shared area as the denominator. Electricity bills for the leased space shall be paid by Lessee at Lessee's expense.
- (o) Lessee shall be responsible for the provision of janitorial services and supplies.
- (p) Lessor shall provide and install labels for all individual electrical circuits in all electrical breaker/fuse boxes.
- (q) Lessor shall be responsible for furnishing appropriate outside trash and refuse receptacles and for the removal of trash and refuse from the Premises.
- (r) Lessor shall maintain the exterior of the building and adjacent grounds in an appropriate manner. Lessor agrees to make diligent efforts to landscape with Texas flora. All grass, trees, shrubbery and other landscaping must be maintained on a regular basis. Water used by Lessor for landscaping and/or decorative purposes shall be paid for by Lessor.

- (s) The Lessor shall provide monthly interior and quarterly exterior pest extermination services. Any extermination service must be performed after normal business hours.
- (t) Lessor shall have building maintenance personnel available to respond to routine calls within twenty-four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance shall include, but not be limited to, situations involving the air conditioning, electrical, plumbing, roof leaks, disruption of water-delivery to or drainage from any portion of the plumbing system, access into and out of the leased space, and environmental control. Lessor shall, at a minimum, acknowledge emergency calls within two (2) hours.
- (u) Space to be occupied under this lease shall be designated a "non-smoking area".
- (v) Lessor shall provide off-street parking for up to 75 vehicles in the building surface lot. Parking must be under the direct control of the Lessor and must be located within a reasonable distance of the entry to the lease space.
- (w) Lessor shall furnish and maintain exterior lighting for the building, connecting walkways and parking area(s) as necessary for appropriate security. The light fixtures shall be equipped with a light level-sensing device that will operate the units automatically. Lessor shall provide a minimum level of illumination to comply with normal business standards. Lessor shall pay all utility costs associated with exterior lighting.
- (x) Cost of furnishing and installing light fixtures at inception of lease and replacement light bulbs shall be at Lessor's expense.
- (y) Exit lights, shall be provided to the outside of the building in accordance with applicable codes. Electric and/or luminous directional arrows shall be strategically placed to identify the way leading to the outside.
- (z) Lessor shall provide an emergency lighting system for one and one-half (1-1/2) hours of illumination in the event of failure of normal lighting.
- (aa) Each room and area shall have a light switch at every entrance.
- (bb) All lights and electrical accessories shall be high efficiency and meet ASHRAE 90.1-2001 standards for any new construction. All lighting fixtures shall have light diffusing panels or elements. Fluorescent lighting fixtures shall have energy efficient ballasts.
- (cc) Lessor shall provide all life safety equipment, including but not limited to fire extinguishers and smoke alarms, in accordance with the requirements of all applicable municipal building codes. In the absence of a local municipal code, Lessor agrees to comply with minimum requirements as set forth by the International Building Code and the Life Safety Code, as published by the National Fire Protection Administration.
- (dd) Lessor shall provide access to telecommunication and automation service providers under contract to the occupying agencies at appropriate times during construction.

- (ee) Lessor shall not unreasonably withhold the right of the Lessee to install a security system in the lease space, as requested by the Lessee. The security system shall remain the Property of the Lessee or occupying agency/ies and may be removed at the end of the lease term.
- (ff) All exterior doors shall be keyed with non-duplicating keys. Lessor shall furnish keys, individually numbered, as requested by Lessee. All exterior exit doors shall be solid core doors (where applicable) and equipped, unless otherwise required by code, with deadbolt locks with a minimum one-inch throw bolt. All door hardware and automatic door closers shall be of sufficiently sturdy construction to ensure security.
- (gg) All offices and work areas shall have finished ceiling surfaces, unless otherwise approved by Lessee. Broken or stained acoustical tiles shall be replaced by Lessor in a timely manner. Ceiling tiles must be of sufficient quality and weight to not become dislodged due to the opening and closing of doors.
- (hh) All demising walls between Lessee space and other tenant space shall be extended from wall to the deck above the finished ceiling at Lessor's expense.
- (ii) The location of the HVAC unit(s) shall not unduly inconvenience the occupying agency, either due to maintenance requirements or noise levels. Lessor shall furnish a cost efficient central heat and cooling system. The heating and cooling temperatures shall be maintained in accordance to meet the goals of the Energy Management Plan Guide as set forth by the State Energy Conservation Office or TBPC.-The building must have a mechanical system that provides an indoor environment that is healthful, comfortable and free of objectionable odors. The heating, air conditioning and ventilation system shall comply with the requirements of the latest ASHRAE Standards for Ventilation for Acceptable Indoor Air Quality (currently ASHRAE 62-1989) and the latest ASHRAE Standards for Thermal Environmental Conditions for Human Occupancy (currently ASHRAE 55-1992).-Forced air cooling and heating shall be ducted and vented throughout the space to provide the most efficient manner of operation and occupant comfort. Conditioned air shall be vented into each room and area with the exception of closets. Thermostats shall be provided as necessary to control conditions throughout the leased space. Numbers and locations of thermostats and associated zones or equipment shall accommodate all internal and external loads to provide uniform temperatures throughout the space. HVAC controls/thermostats shall have locking covers and one master key or tool shall be provided to the Occupying Agency. Lessor is responsible for balancing the HVAC system.

Exhibit C

Construction Requirements

Lessor shall design, in consultation with Lessee, and construct the Premises based upon all of the specifications outlined in this Lease and Exhibits as well as the following criteria at no additional cost to Lessee. Lessor understands that Lessee has no provision for payment of additional construction costs. Any unforeseen costs associated with compliance herein shall be at Lessor's sole cost. Unless written and signed authorization is provided by The Texas Building and Procurement Commission, should Lessee cause or request changes that exceed the scope of work described below Lessor shall bear those costs, at Lessor's expense.

- 1 The space to be occupied must comply with all applicable federal, state, and local laws, statutes, ordinances, codes, rules and regulations. In lieu of applicable local building codes, the International Building Code will apply. Acceptance of the space does not exonerate the Lessor from meeting all the requirements. No requirement may be waived by the Commission or the Occupying Agency.
- 2 The Leased space shall meet all zoning and building code requirements of the Local Government(s) in which the space is located. Lessor shall comply with all Local Government(s) rules and regulations regarding land development including, but not limited to, subdivision requirements, zoning ordinances, site reviews, plan reviews, development and building permits, inspections, and certificates of occupancy. If Lessor seeks or acquires an exemption from such rules and regulations regarding land development without TBPC approval, such action shall be grounds for termination of the lease by the Texas Building and Procurement Commission in accordance with paragraph 5.(n) of the State Lease contract.
- 3 The Texas Accessibility Standards ("TAS") requirements for persons with disabilities are administered by the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX 78711, Telephone: 512-463-3211; web site <http://www.license.state.tx.us>.
- 4 Lessee reserves the right to survey or inspect construction/renovation to ensure space complies with all requirements at any time.
- 5 The Premises shall be constructed by Lessor to be partitioned to conform generally to the Room Schedule attached as Exhibit C-2 according to General Construction Notes Exhibit C-1 and Lease Requirements outlined in Exhibit B. Final partitioning shall be subject to review of final Space Plan by the Lessee within thirty (30) days following execution of this lease.

Exhibit C - 1

General Construction Notes

1. WALLS

- (a) All new interior walls to be taped, bedded, textured and painted. Existing walls to be repainted or cleaned to a like new condition. Color to be selected by tenant.
- (b) Provide ceramic tiles in Restrooms and Shower Room if applicable.
- (c) New demising walls shall be full height to structural deck with insulation And fire caulking at all penetrations.

2. FLOORS

- (a) Provide new anti-static VCT, locations to be determined by Lessee.
- (b) Provide new bldg. std. commercial grade carpet throughout, subject to Lessee approval unless noted otherwise, color to be approved by Lessee.
- (c) Provide new 4" rubber cover base throughout, color to be selected by Lessee.

3. CEILING

Ceiling grid to be minimum 9' A.F.F. with 10'h A.F.F. preferred and either new or replace damaged or stained tiles with matching 2' x 4' or 2' x 2' ceiling tiles.

4. DOORS & HARDWARE

- (a) Use building standard doors, frames, and lever hardware throughout.
- (b) Re-paint or re-finish exterior doors and touch-up to like new condition.
- (c) All entrance, exit and interior doors to meet ADA/TAS required code.

5. ELECTRICAL

- (a) Lessor shall provide 120 volt electrical duplex wall outlets as follows: Walls in excess of twenty feet in length will require one every ten feet. A minimum of one in each hallway; hallways in excess of 50 feet in length will require one every 25 feet.
- (b) All electrical conduit and voice – data wiring shall be installed in walls or in ceilings. Lessor shall provide and install all wiring and power as required, conduit and pull lines for telecommunication and automation station wiring in walls, ceiling or power poles, as applicable. The Lessee anticipates the need for cable drops at every workstation, office and other areas per the room schedule as will be identified during the Construction Documentation preparation phase.
- (c) Lessee will connect the furniture to the power and data drops.

- (d) Lessee shall provide cable. Lessor shall provide all necessary raceway, conduit or pathways per code and pull strings as necessary, to accommodate all work stations, offices etc. per Room Schedule.
- (e) Lessor shall provide conduit from access point on building exterior to the data/telecom IDF closet for telephone lines and data circuits.
- (f) All branch circuit ground wires must be tied to a common ground at the distribution panel, to a service ground, or suitable building ground. The conduit must not be the sole means of grounding. The system neutral must be electrically isolated from the ground conductor except at the building ground station. All branch circuits shall be on the same primary transformer. All dedicated circuits shall be identifiable by use of orange colored plates on the outlets.
- (g) Provide adequate electrical for an 8-wire cube for all work stations. Provide j-boxes in the ceiling to feed into power-poles when furniture is not adjacent to a wall or column.
- (h) Lessor to provide 120-volt electrical duplex outlets: (these are approx. numbers for preliminary bidding)
 - 1. (3) in each Office.
 - 2. (4) in each Storage/Break Room
 - 3. (1) in each hallway every 25"
 - 4. (2) in Wait Room
 - 5. (4) in Reception area
 - 6. (1) at each ceiling mounted. J-box at each exterior door for tenant provided security system.
- (i) Provide sufficient dedicated quad. outlets @ LAN room to meet Lessee's requirements.
- (j) Relocate to provide normal office lighting coverage.
- (k) All electrical panels are to be labeled with circuits identified to all J boxes to be used for power to furniture, equipment, etc..
- (l) To the extent not covered above Lessor shall provide required electrical service to the furniture and equipment identified by the Lessee during the Construction Documentation phase.
- (m) Wiring covered by molding carried across open floor will not be permitted.
- (n) Building to have standard lighting throughout. (2x4 florescent acrylic lenses or Parabolic desired).

6. MECHANICAL

- (a) All units will be cleaned to eliminate any debris in all ducts.
 - (b) Thermostats to be added or relocated shall be approved as to location by Lessee.
 - (c) Landlord Mechanical Contractor to balance HVAC system if new or
 - (d) redesign, reconfigure and re-balance the existing HVAC system as required and will provide a final report to Lessee.
- Landlord shall accommodate in the HVAC system the equipment and heat loads and Room Schedule, listed on Exhibit C-2, and Attachments C-2 A.

7. PLUMBING

- (a) Provide hot and cold water in Break Room(s).
- (b) Provide grab bars as per ADA/TAS requirements, paper towel dispensers, soap dispensers, trash receptacles, sanitary napkin dispensers and toilet

paper dispensers in all restrooms.

8. WINDOW TREATMENT

- (a) Provide new building standard window treatment if not existing. Provide blinds if there are no building standard window treatments.
- (b) If existing, clean and or replace damaged blinds and window coverings to like new condition.

9. MILLWORK

- (a) Provide upper and lower plastic laminate clad cabinets in break rooms.
- (b) Uppers to have (2) adjustable shelves and lowers to have (1) adjustable shelf.

10. ADA/TAS

- (a) Provide opening below sink to meet ADA/TAS.
- (b) Building must meet all ADA/TAS standards and regulations.
- (c) See required specs, if applicable, indicated on lease.

11. SECURITY

Lessor shall provide conduit/ wire pull to boxes located by Lessee for Lessee security system.

NOTE: Above items are subject to change if noted otherwise on Agency approved Construction Documents.

Exhibit C-2

#8247 Houston TYC Room Schedule

Full Time Employees	56			
Space Use/Room Name	Number	SF Per	SF Ext.	Comments
Inspector General	1	100	100	Hard walled Office
Chemical Dependency	1	100	100	Hard walled Office
Apprehension Specialist	1	100	100	Hard walled Office
Hearings Examiner	1	100	100	Hard walled Office
Professional Office	42	65	2730	Open Area - Cubes
Supervisor Offices	6	100	600	Hard walled Office
Reception Offices	4	65	260	Open Area - Cubes
Storage Rooms	1	180	180	Hard walled Office
Storage Rooms	1	100	100	Hard walled Office
Supply	1	180	180	Hard walled Office
Copy/Fax Rooms	1	125	125	Hard walled Office
Conference	0	0	0	N/A
Client Training Room	1	700	700	Movable Partition (divide room in half)
Client Training Room	0	0	0	N/A
Client Waiting Room	1	500	500	Hard walled Office
Client Waiting Room	1	100	100	Hard walled Office
Tele/Data Room	1	80	80	Hard walled Office
Tele/Data Workroom	1	20	20	Located in Tele/Data
Break Room	1	200	200	Hard walled Office
Janitor's Closet	1	75	75	Hard walled Office
Meeting Rooms	7	100	700	Hard walled Office
Interns and Volunteers	8	12	96	Open Area 4x3 panels
Sub-totals			7046	
Circulation			1366	
Total SF			8412	
Landlord to provide Employee Restrooms. Allow for 56 full time employees.				
Landlord to provide Client Restrooms. Allow for 50 visitors at any given time.				
Client Restrooms to be accessible through public areas only.				

Exhibit C-2A

Agency Specific Construction Notes

Doors and Locks

All exterior doors to the space must be either laminated safety glass or metal doors. Interior doors shall be 1-3/4 solid core wood 3'-0" wide doors. Hollow core wood doors are not acceptable anywhere.

The door between the Client Waiting Room and the interior work space shall have an electronic controlled door-locking device controlled from each Receptionist Office. This door must also have a safety glass viewing panel and automatic closer.

All interior office doors must have either a safety glass viewing panel in the door or a safety glass side lite in the wall beside the door.

Safety/Millwork:

Each Receptionist office must have a transaction counter and one piece fixed bullet resistant glass in the opening. Walls between the Client Waiting Room and each Receptionist office must have a minimum Level III or IIIa rating. The other two interior walls must be reinforced with a 3/4 inch x 13 flat expanded metal beneath the gypsum board. The reinforcement materials shall only be required to extend 8' above the floor.

Other:

All offices should have a rear exit for moving youth to and from vehicles when they are in restraints.

There needs to be a separate Waiting Room designated for youth being held to transport.

Lessor provided Employee Restrooms must include baby-changing stations.

Exhibit D

Minimum Work Station Requirements

1. GENERAL SPECIFICATIONS

- (a) Delivery and Installation must be included in work station pricing.
- (b) Paint, fabric and laminate must be matching or complimentary colors.

2. PANELS

- (d) All panels to be in good working order. Panels must be: clean, free of defects, tears and blemishes.
- (e) Minimum panel height 60".
- (f) All panels must have wire management capabilities included.

2. WORK SURFACE

- (a) Each work station to contain a minimum of 20 square feet of work surface.
- (b) All work surfaces to be in good working order. Laminate top and work surface edge must be: clean and free of scratches and chips.
- (c) Minimum work surface depth 24".
- (d) Minimum one grommet hole per work station.

4. STORAGE

- a. All storage components must be: clean, free of defects, scratches, fabric stains or tears, paint scratches or chips.
- b. Minimum one pedestal file per work station. Each pedestal file to contain a minimum of one 12" file drawer.
- c. Minimum one over head shelf. Locking flipper door optional.

5. ELECTRIC

- (a) All panel in-feeds and power poles to be included and installed with workstations.
- (b) Each work station to have power along the center spine.
- (c) Minimum one duplex receptacle per work station.

NOTE: If an agency requires greater than the minimum work station requirements, the agency will be responsible for any additional cost.