

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

March 9, 2010

LEASE NO.

GS-07B-16725

THIS LEASE, made and entered into this date by and between KIMCO MONTGOMERY PLAZA, LP

Whose address is 3333 NEW HYDE PARK ROAD, SUITE 100  
NEW HYDE PARK, NY 11042-0020

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 4,535 rentable square feet (RSF) of office and related space, which yields 4,384 ANSI/BOMA Office Area square feet (USF) of space at Montgomery Plaza, 2600 W. 7<sup>th</sup> Street, Ft. Worth, Texas 76107-2244 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 thirty-five (35) parking spaces for 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 leased premises and continuing for a term of five (5) years, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent at the following rate:

Term Years	Rate Per RSF	Annual Rent	Monthly Rent Payable in Arrears
1-5	\$36.45	\$165,300.75	\$13,775.06

Rent for a lesser period shall be prorated. Rent shall be made payable to:

KIMCO MONTGOMERY PLAZA, LP  
3333 NEW HYDE PARK ROAD, SUITE 100  
NEW HYDE PARK, NY 11042-0020

4. ~~The Government may terminate this lease at any time after the 5<sup>th</sup> 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.~~

PARAGRAPH 4 IS DELETED WITHOUT SUBSTITUTION.

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

LESSOR

KIMCO MONTGOMERY PLAZA, LP

BY

IN PRESENCE OF

(Signature)

(Signature)

(Title)

UNITED STATES OF AMERICA

BY

(Signature)

Contracting Officer, General Services Administration  
(Official Title)

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, maintenance, space improvements, parking and special requirements. This is a fully-serviced lease in accordance with SFO 8TX2421 dated May 8<sup>th</sup>, 2009.

B. Build out in accordance with standards set forth in SFO 8TX2421 dated May 8<sup>th</sup>, 2009, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed within the scheduled timeframes stated in Item #1 of Attachment F. – GSA Form 1364 Addendum to Section II Subsection 29. Lease term will commence on date of occupancy. The Lessor hereby waives restoration.

C. 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 8TX2421 dated May 8<sup>th</sup>, 2009.  
B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])  
C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])  
D. Exhibit A – Base Plan (1 page)  
E. Exhibit B – Legal Description (1 page)  
F. GSA Form 1364 Addendum to Section II Subsection 29  
G. Operation & Easement Agreement between Target Corporation and Kimco Montgomery Plaza, LP  
H. First Amendment to Operation & Easement Agreement between Target Corporation and Kimco Montgomery Plaza, LP

8. In reference to the SFO paragraph 3.3 entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$153,131.89 (4,384 USF x \$34.929720) shall be included in the shell rental rate. **In the event that the actual Tenant Improvement amount is less than the included \$153,131.89 allowance, there shall be no adjustment to the Rental Rate.** In the event that the actual Tenant Improvement amount is more than the included \$153,131.89 allowance, the rental rate shall be adjusted in accordance with the SFO paragraph *Tenant Improvement Rental Adjustment*. In the event the agency vacates the space during the initial lease term, the agency will pay the remaining balance of tenant improvements that is owed.

9. In accordance with the SFO paragraph 4.1 entitled *Measurement of Space*, the common area factor is established as 1.03444 (4,535 RSF/4,384 USF).

10. In accordance with the SFO paragraph 4.2 entitled *Tax Adjustment*, this lease is subject to real estate tax adjustment. The base amount for the Government portion of the premises is \$33,000.00. The percentage of occupancy is 4.79194%.

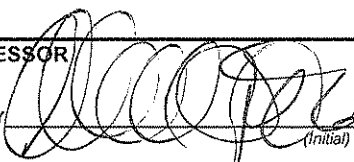
11. In accordance with the SFO paragraph 4.3 entitled *Operating Costs*, the escalation base is established as \$5.2646085/RSF (\$23,875.00/annum).

12. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.00/USF for vacant space (rental reduction).

13. In accordance with the SFO Paragraph 4.6 entitled *Overtime Usage*, the rate for overtime usage is established as \$25.00 per hour for the entire building or any portion thereof. Overtime shall not be charged during normal building hours of operation or during the hours of operation set forth in the SFO paragraph entitled "Normal Hours."

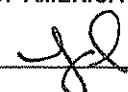
LESSOR

BY

  
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UNITED STATES OF AMERICA

BY

  
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14. Security costs in the total amount of \$10,000.00 shall be amortized through the rent for 60 months at the rate of 6%.

15. The Lessor shall provide cleaning/maintenance within Tenant's space during tenant working hours, Monday through Friday excluding Federal Holidays.

16. The total square footage referred to in paragraph 1, Standard Form 2, is the total amount of space under lease by the Government. If the actual amount of space exceeds ANSI/BOMA square feet, there will be no additional cost to the Government. If the actual amount of space is less than 4,384 ANSI/BOMA, the rent will be decreased accordingly.

17. Fees applicable to Tenant Improvements shall not exceed:

General Conditions – 8%

General Contractor – 5%

Architectural/Engineering – \$2.50/usf

Lessor Project Management Fee – 6%

18. In reference to Form 3517 – General Clauses Section 2. – 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 1999) and Section 6. – 552.270-25 SUBSTITUTION OF TENANT AGENCY, the lessor reserves the right to review potential subtenants prior to occupancy. Upon written submittal of the proposed subtenant notice to the lessor, the lessor shall have 14 calendar days to respond regarding approval of the potential subtenant. If the lessor does not approve a subtenant for occupancy, then the Government may terminate this lease in whole or in part at any time after the 14<sup>th</sup> calendar day from submittal of the proposed subtenant notice by giving at least 60 days' notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice of termination shall be computed commencing with the day after the date of mailing.

19. In accordance with Paragraph 2.2 (Broker Commission and Commission Credit), 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 ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.2, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments (\$139,088.45 / 12 months = \$11,590.70 per month) due and owing 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 throughout the second month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

Month 1:	\$13,775.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
Month 2:	\$13,775.06 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

20. 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. An enrollment form is attached to be completed and returned with this contract.

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.

LESSOR

BY

UNITED STATES OF AMERICA

BY

(Initial)