

Lease No. GS-07B-16865

GSA FORM L-201A (10/10) (For Security Level I & II Leases Under the Simplified Lease Acquisition Threshold)

I. The Lease.

THIS LEASE is made and entered into between

Southwestern Land & Development Corp

("the Lessor") and **THE UNITED STATES OF AMERICA** ("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

The Lessor hereby leases to the Government the premises described in Sections I and II of the Form 1364A, Simplified Lease Proposal, attached hereto as Exhibit A, as further described on the floor plan, attached hereto as Exhibit B, ("the Premises"), together with the right to the use of the parking spaces and other areas described in said Section II, to have and to hold for a term of

10 YEARS,

commencing on the date of acceptance of the Premises (as such date will be established in accordance with Paragraph III.A.5, herein), subject to the terms and conditions set forth below.

A. Rental Consideration. In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government will pay the Lessor annual rent to be computed using the rental rate(s) specified in Line 10, Boxes 10D and 10F (and, if applicable, the corresponding boxes in Line 11) on Exhibit A, Section II, and the actual Rentable Area delivered for occupancy and use by the Government, subject to the limitations set forth in Paragraph III.A.5. Payment will be made monthly in arrears. Rent for a lesser period will be prorated. Rent will be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent will be inclusive of all costs incurred by the Lessor for the construction of building shell and Tenant Improvements (TIs) specified in the Lease, including those described in Exhibit A and the Requirements Development Package (RDP) attached hereto as Exhibit C, all taxes of any kind, and all operating costs. Unless a separate rate is specified in Line 16, rights to parking areas will be deemed to be included in the rent. Rent will not be adjusted for changes in taxes or operating costs.

B. Early Termination Right. After the **5th** anniversary of the commencement of the term of this Lease, the Government may notify the Lessor of the early *termination* of this Lease by giving at least 90 days written advance notice to the Lessor. This right to elect early termination will expire 90 days after said anniversary.

C. 

D. Documents Incorporated By Reference. The following documents are incorporated by reference, as though fully set forth herein:

1. Exhibit A, GSA Form 1364A, Simplified Lease Proposal, in Lessor's Response to Request for Lease Proposals No.GS-07-16865.
2. Exhibit B, Floor Plan Delineating the Premises
3. Exhibit C, Requirements Development Package NPS, February 3, 2011. *N/A*
4. Exhibit D, GSA Form 3518A, Representations and Certifications (Rev. 1/07)

E. *Tenant Hours of Operation.* The Government will be entitled to routinely occupy and use the Premises during the following hours:

	START TIME AM/PM	END TIME AM/PM
Weekdays	7:00 am	5:00 pm
Saturdays	-as emergencies require	-
Sundays	-as emergencies require	-
Federal Holidays	-as emergencies require	-

IN WITNESS WHEREOF, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

[Redacted Signature]

Dave Zerwas
Vice-President, Southwestern Land & Development Corp

Date: 3-17-11

[Redacted Signature]

Mary Hewson
Lease Contracting Officer

Date: 2/19/11

II. General Terms and Conditions.

A. *Definitions, Standards, and Formulas.* Unless otherwise specifically noted, all terms and conditions set forth in this Lease will be interpreted by reference to the following definitions, standards, and formulas:

1. **Appurtenant Areas.** Appurtenant Areas are defined as those areas and facilities on the Property that are not leased to the Government, but for which access by the Government is reasonably necessary or anticipated with respect to the Government's enjoyment of the rights granted under the Lease.
2. **Broker.** If GSA awarded this Lease using a contract real estate broker, Broker will refer to GSA's broker.
3. **Commission Credit.** If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
4. **Days.** All references to days in this Lease will be understood to mean calendar days.
5. **FAR.** All references to the FAR will be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
6. **GSAR.** All references to the GSAR will be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
7. **Commencement Date.** The Lease's Commencement Date means the date on which the lease term commences.
8. **Effective Date.** The Lease's Effective Date means the date that the Lessor's obligations under the Lease commence.
9. **The Premises.** The Premises are defined as the total Office Area or other type of Space, together with all associated Common Areas, described in Section II, Line 9, of Exhibit A, and delineated by plan on Exhibit B. If Exhibit A and B are inconsistent with respect to the description of the Space, Exhibit A will be controlling. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
10. **The Property.** The Property is defined as the land and buildings in which the Premises are located, including all appurtenant areas (e.g., parking areas to which the Government is granted rights).
11. **The Space.** The Space will refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
12. **Standard for Measuring Office Area and Other Space.** For the purposes of this Lease, Space will be measured in accordance with the applicable standard provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA). For Office Area, ANSI/BOMA Z65.1-1996 will be used. References to ABOA mean ANSI/BOMA Office Area.
13. **Standard for Determining Common Area Factor.** The Common Area Factor ("CAF") is the conversion factor expressed as the percentage of space in the Premises that constitutes Common Area. For the purposes of this Lease, the CAF will be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF will apply.

Lessor:  Government: 
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