

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE

*April 18, 2011*

LEASE NO.

GS-07B-16871 (LNM16871)

THIS LEASE, made and entered into this date by and between **Jefferson Plaza LLC**

whose address is: 6300 Riverside Plaza Lane NW  
Albuquerque, NM 87120 - 2617

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 18,038 rentable square feet (RSF) of office and related space, which yields 15,550 ANSI/BOMA Office Area square feet (USF) of space on the second floor of the building located in Jefferson Plaza, at 4041 Jefferson Plaza NE Albuquerque, NM 87109 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 eighty (80) reserved parking spaces for the 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 premises as substantially complete and continuing for five (5) years, three (3) years firm, subject to termination and renewal rights as may be hereinafter set forth. Actual lease term dates will be established by Supplemental Lease Agreement.

3. The Government shall pay the Lessor a total annual rent of \$414,874.00, paid monthly in arrears for years 1 and 2. The Lessor is providing a rent credit in the amount of \$55,459.50 which shall be withheld as follows: \$27,729.75 shall be withheld per month, during the first two months of full rent.

The Government shall pay the Lessor a total annual rent of \$423,893.00, paid monthly in arrears for year 3-4.

The Government shall pay the Lessor a total annual rent of \$432,912.00, paid monthly in arrears for year 5.

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

**Jefferson Plaza LLC**  
6300 Riverside Plaza Lane NW  
Albuquerque, NM 87120 - 2617

4. The Government may terminate this lease in whole or in part at any time after the third (3<sup>rd</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.

5. ~~This lease may be renewed at the option of the government for the following rentals:~~

~~Provided notice shall 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.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. Those facilities, services, supplies, utilities and maintenance in accordance with SFO 0NM2060 dated December 1, 2010.
  - B. Buildout in accordance with standards set forth in the SFO 0NM2060 dated December 1, 2010, and the Government's Design Intent Drawings.
  - C. The Lessor hereby waives restoration of the leased premises.
  - D. 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 ONM2060 dated December 1, 2010 (Pages 1-53);
  - B. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05) (Pages 1-33);
  - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
  - D. Exhibit A – Legal Description
  - E. Exhibit B – Floor Plans
8. The following changes were made in the lease prior to it's execution:

Paragraph 5 is intentionally omitted and has been struck through.
9. Rent includes a Tenant Improvement Allowance of \$27,057.00 to be amortized through the rent over the full term of the Lease. The full term is (60 months) at the rate of 10%. In accordance with SFO Paragraph 3.3 *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly.
10. In accordance with SFO paragraph 2.4, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] ( [REDACTED] ) of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. The commission is payable per the Commission Agreement between the CBRE and the Lessor. Due to the Commission Credit described in 2.4B only [REDACTED], which is [REDACTED] ( [REDACTED] ) of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] ( [REDACTED] ) of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing under this lease to fully recapture this Commission Credit. Notwithstanding paragraph 3 of this Standard Form 2, the reduction in shell rent shall commence the third full month of the lease and continue for one month.
11. In accordance with SFO Paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.16 (18,038 RSF / 15,550 USF).
12. In accordance with SFO Paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 23.24%.
13. In accordance with SFO paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$75,244.00 per annum.
14. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$1.72 RSF / \$2.00 USF for vacant space (rental reduction).
15. In accordance with the SFO paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$4.00 per hour per zone beyond the normal hours of operation of 6:00AM to 4:00PM. Areas that require 24/7 is established as \$0.00 per rsf.
16. The Lessor hereby forever and unconditionally waives 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. 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 and will become property of the Lessor.
17. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
18. **Unauthorized Improvements:** All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and Jefferson Plaza, LLC. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the term of the lease agreement or authorized in writing by the GSA Contracting Officer. **If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space."**



- 19. Within thirty (30) days of lease occupancy, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be taken care of immediately.
- 20. The total ANSI/BOMA square foot area referred to in Paragraph 1 of the SF-2 herein is subject to an adjustment with the actual number of ANSI/BOMA square feet delivered to be determined by mutual field measurements in accordance with provision of 4.1 in the SFO. However it is mutually agreed that the total ANSI/BOMA office area square feet must meet the minimum requirement of 13,760 ANSI/BOMA office area square feet as stated in Paragraph 1.1 of the SFO.

If the actual number of ANSI/BOMA square feet differs from Paragraph 1 of the SF-2, the Lease shall be amended by Supplemental Lease Agreement after field measurement to establish the square footage in compliance with the terms of this paragraph.

Rental is subject to a physical mutual measurement and will be based on the rate, per ANSI/BOMA Office Area square foot (USF) as noted in Paragraph 1 of the SF-2, and the actual USF in accordance with Paragraph 5 "PAYMENT" of the GENERAL CLAUSES.

- 21. Per Paragraph 2.2. of the SFO, the Lessor must provide the completed Seismic Safety Certification form in accordance with the "Seismic Safety" paragraph of the AWARD FACTORS AND PRICE EVALUATION section of this SFO. The completed form must be provided to the GSA Contracting Officer no later than sixty (60) calendar days from lease award. In the event that the completed form is not provided to the GSA Contracting Officer, then this lease, at the option of the Government, may be declared null and void.
- 22. Approximately 250 square feet of the ANSI/BOMA Office Area space required above will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump-sum basis or a rental increase.

The Government will not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist. During the term of the lease, the Lessor may not establish any vending facilities within the leased space that will compete with the Randolph-Sheppard vending facilities.

Lessor: Jefferson Plaza, LLC

SIGNATURE



NAME OF SIGNER

Ben F Spencer

ADDRESS

1000 P. L. Plaza, Suite 200 ALBUQUERQUE, NM 87120

NAME OF SIGNER

Scott W. Throckmorton

OF AMERICA

SIGNATURE



NAME OF SIGNER

Kristine Danielson

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

STANDARD FORM 2 (REV. 12/2006)

Prescribed by GSA - FPR (41 CFR) 1-16.60

Previous edition is not usable