

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

6/7/11

LEASE NO. LNM16933

THIS LEASE, made and entered into this date by and between Albuquerque Plaza Office Investment, LLC

whose address is

121 W. Trade St., Ste. 2020
Charlotte, NC 28202-1161

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:

- The Lessor hereby leases to the Government the following described premises:

A total of 9,252 rentable square feet (RSF) of office and related space, which yields 8,045 ANSI/BOMA Office Area square feet (ABOA SF) of space on the fourth (4th) floor of the building located at Albuquerque Plaza, 201 3rd Street NW, Albuquerque, NM 87102-3331 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 three (3) structured parking spaces, including one (1) handicapped-designated parking space, for the exclusive use of Government employees and patrons.

- 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 ten (10) years, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later than sixty (60) working days of receiving the notice to proceed, subsequent to the Government's approval of design intent drawings.

- The Government shall pay the Lessor annual rent of \$238,012.33 at the rate of \$19,834.36 per month in arrears for years 1 – 5, which includes annual operating costs of \$42,752.00 at the rate of \$3,562.67 per month. Tenant Improvements in the total amount of \$308,094.86 shall be amortized through the rent for five years at the rate of 6.0%.

For years 6 – 10, the Government shall pay the Lessor annual rent of \$231,300.00 at the rate of \$19,275.00 per month in arrears, which includes annual operating costs of \$42,752.00 at the rate of \$3,562.67 per month.

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:

Albuquerque Office Investment, LLC
121 W. Trade St., Ste. 2020
Charlotte, NC 28202-1161

LESSOR

SIGNATURE



NAME OF SIGNER

Christopher R. Smith

ADDRESS

121 W. Trade St. Ste. 2020 Charlotte, NC 28202

IN THE P

NAME OF SIGNER

Jeffrey Witek

UNITED STATES OF AMERICA

NAME OF SIGNER

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

4. The Government may terminate this lease in whole or in part at any time after the fifth (5th) 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 terms and at the following rentals: provided notice be given in writing to the Lesser 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 to the rental consideration, the following:
- The three (3) parking spaces described in Paragraph 1 and parking spaces required by local code.
 - All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings; provided that the Government shall make payments for lump sum items identified in the attachment sheets in the amounts specified therein. Rent is subject to adjustment in accordance with Paragraph 3.3, *Tenant Improvement Rental Adjustment*, of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 0NM2091 and its attachments.
 - Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.
 - 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:
- Solicitation for Offers 0NM2091 dated January 27, 2011;
 - ██████████, ██████████ - Program of Requirements - Albuquerque, NM National Hearing Center;
 - GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05);
 - GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07);
 - Exhibit A - Floor Plans;
 - Exhibit B - Legal Description
8. The following changes were made in this lease prior to execution: Paragraph 5 was deleted in its entirety without substitution.
9. In accordance with SFO paragraph 2.3, *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 ██████████ of the firm term value of this lease ("Commission"). The total amount of the Commission is ██████████. This Commission is earned upon lease execution and payable per the commission agreement signed by the parties. Due to the Commission Credit described in Paragraph 2.3, only ██████████, which is ██████████ of the Commission, will be payable to CBRE. The remaining ██████████, which is ██████████ of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments, and shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue for 3 months until the credit has been fully recaptured. See table below.
- First full month's rental payment of \$19,834.46 minus the prorated commission credit of ██████████ equals ██████████ (adjusted first month's rent).
- Second full month's rental payment of \$19,834.46 minus the prorated commission credit of ██████████ equals ██████████ (adjusted second month's rent).
- Third full month's rental payment of \$19,834.46 minus the prorated commission credit of ██████████ equals ██████████ (adjusted third month's rent).
10. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.15 (9,252 RSF / 8,045 ABOA SF).

11. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 2.59%.
12. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$2.24/ABOA SF for vacant space (rental reduction).
13. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$40.00 per hour per floor beyond the normal hours of operation of 8:00 AM to 6:00 PM. Areas requiring 24/7 HVAC will be provided at no additional charge to the Government.
14. Rent includes no Building Specific Security Costs.
15. Cleaning services requiring access to the Government's leased space shall be performed during tenant working hours in accordance with SFO paragraph 4.8, *Janitorial Services*.
16. In accordance with SFO paragraph 5.13, *Floor Plans after Occupancy*, the Lessor shall provide one (1) copy of CAD as built drawings on CD-ROM to the contracting officer within thirty (30) calendar days of completion of construction.
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. Within five (5) 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.
19. Window glazing shall be provided by the Lessor in accordance with SFO paragraph 10.14, *Shatter-Resistant Window Protection Requirements*. The cost is included in the shell rate.
20. The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:
 - A. The General Conditions will not exceed 5.0% of the total subcontractor's costs.
 - B. The General Contractors fee will not exceed 4.0% of the total subcontractor's costs.
 - C. Architectural and Engineering fees will not exceed \$1.50 per ABOA SF.
 - D. There are no Lessor's Project Management fees.
21. In accordance with SFO Paragraph 8.3, *Energy Efficiency and Conservation*, the Lessor agrees to renovate the space with energy efficiency and conservation improvements that would be cost effective over the firm term of the lease and will provide the Government with a list of current and/or proposed energy efficient improvements.
22. All questions pertaining to this Lease shall be referred to the Contracting Officer of the 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 any other authorized cost in writing by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to repairs, changes of scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.
23. 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.
24. The Lessor hereby waives and forever relinquishes 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, and for 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 that remain in the leased space after termination of the lease contract will become property of the Lessor.