

LEASE NO. GS-07P-LTX00092

AAAP Lease
GSA FORM L100_AAAP (October 2016)

This Lease is made and entered into between Lessor's Name: **C-III Asset Management LLC**

whose address is **5221 N. O'Connor Boulevard, Suite 600, Irving, TX 75039-4414** and whose interest in the Property described herein is that of Fee Owner, and

The United States of America (Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at:
**Northwest Crossing
13333 Northwest Freeway
Houston, TX 77040-6009**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of **15 Years Full Term, 10 Years Firm Term,**

subject to termination rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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.

<p>FOR THE LESSOR:</p> <p>[Redacted Signature]</p> <p>Name: Deborah Bacon Title: Servicing Officer</p> <p>Entity Name: C-III Asset Management LLC a Delaware limited liability company, successor to J.E. Robert Company, Inc., in its capacity as special servicer pursuant to that certain Amended and Restated Pooling and Servicing Agreement dated July 30, 2010.</p> <p>Date: <u>September 8, 2017</u></p> <p>WITNESSED FOR THE LESSOR BY:</p> <p>[Redacted Signature]</p> <p>Name: <u>Richard D Barbles</u> Title: <u>Vice President / Stream</u> Date: <u>September 8, 2017</u></p>	<p>FOR THE GOVERNMENT:</p> <p>[Redacted Signature]</p> <p>Name: <u>Jenifer</u> Title: <u>Lease Contracting Officer GSA, Public Buildings Service</u></p> <p>Date: <u>10/4/2017</u></p>
---	---

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0183.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

- A. **Office and Related Space:** 19,000 rentable square feet (RSF), yielding 16,944 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 4th floor and known as Suite 400, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. **Common Area Factor:** The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as 1.1213 percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. **Parking:** 77 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 75 shall be structured/inside parking spaces, and 2 shall be surface/outside parking spaces close to the front entrance. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. **INTENTIONALLY DELETED**

1.03 RENT AND OTHER CONSIDERATION (AAP VARIATION (OCT 2016))

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM YEARS 1-10	NON-FIRM TERM YEARS 11-15
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$ 205,010.00	\$ 271,130.00
OPERATING COSTS ²	\$ 108,490.00	\$ 108,490.00
TENANT IMPROVEMENTS RENT ³	\$ 2,976.12	\$ 0.00
TOTAL ANNUAL RENT	\$ 316,476.12	\$ 379,620.00

¹Shell rent calculation:

(Firm Term) \$10.7907 (rounded to \$10.79) per RSF multiplied by 19,000 RSF equals \$205,010.00.

(Non-Firm Term) \$14.2686 (rounded to \$14.27) per RSF multiplied by 19,000 RSF equals \$271,130.00.

²Operating Costs rent calculation: \$5.7075 (rounded to \$5.71) per RSF multiplied by 19,000 RSF equals \$108,490.00.

³The Tenant Improvements of \$20,441.32 is amortized at a rate of 8 percent per annum over 10 years equals \$2,976.12

B. INTENTIONALLY DELETED

- C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 19,000 RSF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- D. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- E. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.
- H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
 1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

I. INTENTIONALLY DELETED

J. INTENTIONALLY DELETED

1.04 TERMINATION RIGHTS (OCT 2016)

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 DOCUMENTS INCORPORATED IN THE LEASE (AAP VARIATION (OCT 2016))

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
PARKING PLAN(S)	1	B
SECURITY REQUIREMENTS	8	C
GSA FORM 3517B GENERAL CLAUSES	13	D
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	E

1.06 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016) INTENTIONALLY DELETED

1.07 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	5%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	5%

1.08 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012) INTENTIONALLY DELETED

1.09 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013) INTENTIONALLY DELETED

1.10 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 17 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 19,000 RSF by the total Building space of 112,351RSF. The tax parcel number is 106-124-000-0002.

1.11 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$5.71 per RSF.

1.12 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$0.00 per RSF of Space vacated by the Government.

1.13 HOURLY OVERTIME HVAC RATES (OCT 2016)

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$25.00 per hour per floor
- No. of zones: 18

- B. There is no overtime charge during the following weekend hours:
Saturday: 8:00 AM through 1:00 PM
Sunday: X AM through X PM.

1.14 BUILDING IMPROVEMENTS (MAR 2016)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

A. (SEE SECTION 7.03)

**1.15 ~~HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)~~
INTENTIONALLY DELETED**