

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

9/17/10

LEASE NO.

GS-07B-16776

THIS LEASE, made and entered into this date by and between Executive 3197, LLC

whose address is 1207 S. Bryant Blvd., Suite A
San Angelo, TX 76903-7266

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 consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 16,800 rentable square feet (RSF) of office and related space, which yields 16,000 ANSI/BOMA Office Area square feet (USF) of space located at 3197 Executive Drive, San Angelo, TX 76903 (see Exhibit C - Legal Description) 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 35 secure parking spaces.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning upon completion and acceptance of the work required by this lease and continuing for a period of ten (10) years, with a firm term of five (5) years, subject to termination and renewal rights as may be hereinafter set forth. The actual lease term dates will be established by a subsequent Supplemental Lease Agreement.

3. The Government shall pay the Lessor annual rent of \$400,757.77 (\$23.85/RSF - \$25.05/USF) at the rate of \$33,390.00 per month in arrears for years 1 through 5, which consists of annual Shell rent of \$169,680.00 (\$10.10/RSF - \$10.61/USF) at the rate of \$14,140.00 per month; annual Operating Costs of \$86,400.00 (\$5.14/RSF - \$5.40/USF) at a rate of \$7,200.00 per month plus annual Operating Costs adjustments; and annual amortized Tenant Improvements and Building Specific Amortized Capital of \$144,677.77 (\$8.61/RSF - \$9.04/USF) at a rate of \$12,056.48 per month.

For years 6-10, the Government shall pay the Lessor total annual rent of \$256,080.00 (\$15.24/RSF - \$16.01/USF) at the rate of \$21,336.00 per month paid in arrears. The total annual rent consists of annual Shell rent of \$169,680.00 (\$10.10/RSF - \$10.61/USF) at the rate of \$14,140.00 per month plus annual Operating Costs of \$86,400.00 (\$5.14/RSF - \$5.40/USF) at a rate of \$7,200.00 per month plus annual Operating Costs adjustments.

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

Executive 3197, LTD
1207 S. Bryant Blvd., Suite A
San Angelo, TX 76903-7266

4. The Government may terminate this lease in whole or in part effective at any time after the fifth (5th) year of this lease by giving at least ninety (90) days' prior notice, in writing, to the Lessor. No rental shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the date of the mailing.

5. This lease may be renewed at the option of the Government for 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.~~

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 9TX2544 dated December 7, 2009.

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lessor: AB

LESSOR _____

B. Build out in accordance with standards set forth in SFO 9TX2544 dated December 7, 2009, as amended, and the Government's Design Intent Drawings. Government space plans shall be developed subsequent to award within 21 days. All tenant alterations and improvements shall be completed by the date identified under Paragraph 9 of this SF-2.

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:

Solicitation for Offers (SFO) 9TX2544 dated December 7, 2009
GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
Exhibit A: Special Requirements for Solicitation for Offers 9TX2544 dated December 7, 2009
Exhibit B: Pre-Lease Security Plan
Exhibit C: Legal description
Exhibit D: Floor Plan

8. The following changes were made in this lease prior to its execution:

Paragraph 5 is omitted and has been struck through. Paragraphs nine (9) through seventeen (17) are added below.

9. ~~Budget and Price Proposals~~ **CONSTRUCTION SCHEDULE:** Pursuant to Paragraph 5.11, "Construction Schedule and Acceptance of Tenant Improvements", the Lessor shall have 215 calendar days from the receipt of the Government Approved Design Intent Drawings to complete the build-out of the entire leased premise and have the space available for inspection and acceptance by the Government. All items specified in Lease Agreement and as delineated on the Government Approved Design Intent Drawings shall be provided by the Lessor.

10. **Percentage of Occupancy:** The lease is subject to Real Estate Tax reimbursement as provided for in the Paragraph Tax Adjustment of the SFO. For tax adjustments, the percentage of occupancy is established at 100%. The base year tax statement will be submitted within 60 calendar days after Lessor's payment of taxes to establish the base tax year. If the statement is for multiple parcels or buildings, the value of each property shall be defined.

11. **Operating Cost:** In accordance with the SFO paragraph entitled "Operating Costs," the escalation base is established as \$5.14/RSF or \$86,400.00.

12. **Common Area Factor:** In accordance with the SFO paragraph entitled "Common Area Factor," the common area factor is established as 1.05 (16,800 RSF/16,000 USF).

13. **Adjustment for Vacant Premise:** In accordance with the SFO paragraph entitled "Adjustment for Vacant Premises," the adjustment shall be a reduction of \$3.00/ANSI-BOMA Office Area for vacant space.

14. **Overtime HVAC Usage:** In accordance with the SFO Paragraph entitled Overtime Usage, The rate for overtime usage is established as \$16.00 per hour for the entire building or any portion thereof, ~~as the Lessor provides HVAC to the entire building 24 hours/day, 7 days a week at no additional cost.~~ The Overtime HVAC Usage rate shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day as specified by the lease agreement.

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15. Central Contractor Registration (CCR)/ACH Form: Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) (See Exhibit D) shall be required on all existing and new lease/contracts that became effective no later than January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

In accordance with the SFO paragraph entitled "Central Contractor Registration," the Lessor shall register by the time of the full execution of this Lease Agreement.

16. Unauthorized Tenant Improvements: All questions pertaining to this Lease shall be referred, in writing, to the Contracting Officer of the General Services Administration (GSA) or his/her designee. The Government's occupant of the leased premise is not authorized to administer this lease or make commitments to the Lessor that are not followed-up with a written agreement to the Lease. GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other cost authorized, 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 in scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. If Lessor delivers space with Tenant Improvements not authorized, in writing, by the GSA Contracting Officer, then the Lessor shall not be entitled to compensation or payment if the Tenant Improvements remain in place after the Government's acceptance of the space.

17. Tenant Improvement Allowance: In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$480,160.00 (16,000 ANSI/BOMA Office Area x \$30.01) shall be amortized through the rent for 5 years at the rate of 7.25%. The total annual cost of Tenant Improvements and Building Specific Amortized Capital for the amortization period shall be \$144,677.77. Annual tenant improvement amortized payments will begin upon completion and acceptance of all tenant improvements to the leased premise.

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

LESSOR: Executive 3197, LLC

BY  _____

Manager
Title

Steve Eustis, Manager
(printed name)

IN PRESENCE OF:


 _____

PO Box 86
(Address)

Jonna Boatright
(printed name)

Miles TX
City State

76081
Zip

 ADMINISTRATION

Contracting Officer

(Official title)