

STANDARD FORM 2  
FEBRUARY 1965  
EDITION  
GENERAL SERVICES  
ADMINISTRATION  
FPR (41 CFR) 1-16.601

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

9/11/10

LEASE NO.

GS-07B-LTX16780

THIS LEASE, made and entered into this date by and between ELP GATEWAY, LLC

Whose address is

200 BARTLETT STE 105  
EL PASO, TX 79912-1628

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 9,268 rentable square feet (RSF) of office and related space, which yields 8,880 ANSI/BOMA Office Area square feet (USF) of space at Gateway Business Center, 10737-10767 Gateway West, 1<sup>st</sup> Floor, El Paso, TX 79935-4900 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 ten (10) secured, reserved parking spaces for exclusive use of Government employees and patrons.

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, subject to termination and renewal rights as may be hereinafter set forth. Occupancy is required 120 days after the Contracting Officer issues the Tenant Improvement Notice to Proceed.

3. For years 1 – 5, the Government shall pay the Lessor annual rent of \$222,524.68 at the rate of \$18,543.72 per month in arrears, which includes annual operating cost base of \$40,871.88, annual amortized tenant improvement allowance of \$70,900.20.

For years 6 – 10, the Government shall pay the Lessor annual rent of \$161,355.88 at the rate of \$13,446.32 per month in arrears, which includes annual operating cost base of \$40,871.88.

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

ELP GATEWAY CENTER, LLC  
C/O SONNY BROWN ASSOCIATES, LLC  
200 BARTLETT, SUITE 105  
EL PASO, TX 79912-1618

4. The Government may terminate this lease in whole or in part at any time on or after Year 5 by giving at least 90 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.

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

LESSOR  
ELP GATEWAY, LLC

LICENSOR NEVADA REAL ESTATE BROKER  
DANIEL D. BROWER

BY

IN P

*MARY L. HEWSON*  
(Title)

9408 Double R Blvd. Ste. B  
Reno, NV 89521 (Address)

UNIT

BY

MARY L. HEWSON  
CONTRACTING OFFICER  
Contracting Officer, General Services Administration  
(Official Title)

~~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 Lessor at least XX 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 9TX2630 dated June 16, 2009, as amended.

B. Build out in accordance with standards set forth in SFO 9TX2630 dated March 16, 2010, as amended, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2.

~~C. 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 9TX2630 dated March 16, 2010 and Amendment 1 dated March 24, 2010;
- B. [REDACTED] Special Requirements;
- C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 6/08);
- D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 6/07);
- E. Floor Plans;
- F. Legal Description.

8. The following change was made to this Lease prior to its execution:

A. Paragraph 5 was intentionally deleted in its entirety.

9. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$291,490.62 shall be amortized through the rent for 5 years at the rate of 8.0%. The total annual cost of Tenant Improvements for the amortization period shall be \$70,900.20.

10. In accordance with Subsection B(9) of the SFO paragraph entitled *Tax Adjustment*, the percentage of Government occupancy is established as 7.86% (9,268/117,884) (Gov't RSF/Total Building RSF).

11. In accordance with the SFO paragraph entitled *Operating Costs*, the escalation base is established as \$4.41/RSF (\$40,871.88/annum).

12. In accordance with Subsection C of the SFO paragraph entitled *Measurement of Space*, the common area factor is established as 1.04369 (9,268 RSF/8,880 USF).


13. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$3.58/USF for vacant space (rental reduction).

14. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$10.00 per hour for the entire Government leased space or any portion thereof. Overtime usage shall only apply outside the building's normal hours of HVAC operation. The building's normal hours are 7:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 12:00 p.m. Saturday.

LESSOR

UNITED STATES OF AMERICA

BY  (Initial)

BY  (Initial)

