

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**  
*(Short Form)*

1. LEASE NUMBER  
GS-07B-17004

**PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)**

**A. REQUIREMENTS**

**2. The Government of the United States of America is seeking to lease approximately 2,969 rentable square feet of Office space located at Patriots Plaza, 8037 Lockheed, El Paso, TX 79925-2400 for occupancy not later than September 1, 2011 for a term of TEN (10) years with FIVE (5) years firm. Rentable space must yield a minimum of 2,777 ANSI/BOMA square feet for use by Tenant for personnel, furnishing, and equipment.**

**3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS June 30, 2011 (5:00pm CST).**

**B. STANDARD CONDITIONS AND REQUIREMENTS**

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):

- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
- b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
- c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6<sup>th</sup> floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
- d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
- e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.
- f. Services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 5:00 p.m. CST except Saturday which shall be 9:00a.m. to 1:00pm CST, Sundays – none, and Federal holidays - none. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
- g. The Lessor shall complete any necessary alterations within **SIXTY (60) working days** after receipt of **notice to proceed**.
- h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

**5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)**

- |  |  |   |   |  |
|--|--|---|---|--|
| <input checked="" type="checkbox"/> HEAT                   | <input checked="" type="checkbox"/> TRASH REMOVAL            | <input type="checkbox"/> ELEVATOR SERVICE           | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input type="checkbox"/> OTHER (Specify below) |
| <input checked="" type="checkbox"/> ELECTRICITY            | <input checked="" type="checkbox"/> CHILLED DRINKING WATER   | <input checked="" type="checkbox"/> WINDOW WASHING  | <input checked="" type="checkbox"/> PAINTING FREQUENCY                            |  |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING         | Frequency <u>min quarterly</u>                      | Space <u>5 years</u>  |  |
| <input checked="" type="checkbox"/> WATER (Hot & Cold)     | <input checked="" type="checkbox"/> TOILET SUPPLIES          | <input checked="" type="checkbox"/> CARPET CLEANING | Public Areas <u>5 years</u>   |  |
| <input type="checkbox"/> SNOW REMOVAL                      | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency <u>min annual</u>                         |   |  |

**6. OTHER REQUIREMENTS**

Offerors should also include the following with their offers (Required GSA forms are attachments to this Lease):

**7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.**

**8. BASIS OF AWARD**

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING
  - SIGNIFICANTLY MORE IMPORTANT THAN PRICE
  - APPROXIMATELY EQUAL TO PRICE
  - SIGNIFICANTLY LESS IMPORTANT THAN PRICE
  - (Listed in descending order, unless stated otherwise):

**PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)**

**A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**

1. NAME AND ADDRESS OF BUILDING (Include ZIP Code)  <b>Patriots Plaza 8037 Lockheed El Paso, TX 79925-2400</b>	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S)  2 (Offices Level 2, Storage-Level 1 )	b. ROOM NUMBER(S)
	c. SQ. FT. RENTABLE <u>2,969</u> ABOA <u>2,777</u> Common Area Factor <u>1.0691</u>	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE      Storage, Bathrooms

**B. TERM**

3. To have and to hold, for the term commencing upon acceptance of space for a period of ten (10) years inclusive. The Government may terminate this lease in whole or in part at any time on or after FIVE (5) years after lease commencement date, by giving at least SIXTY (60) days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

**C. RENTAL**

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5. AMOUNT OF ANNUAL RENT See Form 3626 Sheet 3 Paragraph 10.	7. HVAC OVERTIME RATE PER HOUR \$10.00	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address)  GKW Properties LTD 5012 50th Street, Suite 201, Lubbock,, TX 79414
6. RATE PER MONTH \$5,638.65 (Yr 1-5)		

9a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)  
GKW Properties LTD, PO Box 53849 Lubbock, TX 79453 / 5012 50th Street, Suite 201, Lubbock,, TX 79414

9b. TELEPHONE NUMBER OF OWNER [REDACTED]	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) Kirk Williams	11b. TITLE OF PERSON SIGNING Owner, General Partner
11c. [REDACTED]	11d. DATE

**PART III - AWARD (To be completed by Government)**

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) GSA Form 3518, Representations and Certifications, (c) the GSA Form 3517, General Clauses, and (d) the following changes or additions made or agreed to by you:

- GSA Form 3626, page 3
- SFO Amendment 1 Modification of Requirement
- Attachment 1 Minimum Lease Security Standards
- Attachment 2 Supplemental Lease Requirements
- Attachment 3 Special Requirements
- Attachment 4 Energy Star Requirements
- Attachment 5 Leased Premises Floor Plan

**2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.**

3a. NAME OF CONTRACTING OFFICER (Type or Print) Jeffrey Navarro	[REDACTED SIGNATURE]	3c. DATE 8/31/11
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**PAGE 3 TO GSA FORM 3626**  
**U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)**  
**OFFER DETAILS**  
**PROJECT NO: 0TX2345 LSE NO: GS-07B-17004**  
**LEASE NO. GS-07B-17004, El Paso, TX**

1. This lease is subject to adjustments for vacant space as provided by Adjustment for Vacant Premises, GSAR 552.270-25 (6/94). The adjustment for vacant space is \$ 3.00 per ANSI BOMA Office Area (Useable) square foot per annum;
2. The Government's percentage of occupancy is established at 6.04% of entire building;
3. This lease is subject to Real Estate Tax Escalation adjustments as provided by Tax Adjustment GSAR 552-270-24 (6/85). Real Estate Tax base rate is established at \$3,076.92 per annum.
4. This lease is subject to annual operating cost adjustments as provided by Operating Costs GSAR 552.270-23 (6/85). The base rate for adjustments is established at \$14,726.24 per annum.
5. Number of parking spaces being provided as part of the rental consideration FIVE (5) reserved surface plus additional visitor parking totaling 20 surface spaces.
6. The tenant build-out will conform to the specifications in Lease No. and are to be provided by the Lessor as part of the total rental payment. The tenant build-out costs of \$91,168.91 are amortized for a period of 60 months at 6.00%. Tenant improvement rental adjustments shall be made in accordance with Paragraphs 1.9 and 1.10, Attachment No. 2, Supplemental Lease Requirements;
7. Offerors Tenant Improvement Schedule charges shall be as follows:
  - a. General Conditions will be 3 percent of TI COSTS
  - b. General Contractor's fee will be 3 percent of TI COSTS
  - c. Architectural/Engineering fees will be \$ 2.00 per ABOA;
  - d. Lessor's Project Management fees will be 1.0 percent of TI Costs
8. Operating Cost Overtime rates shall not be paid during normal building hours of operation as identified on Page 1 of 2, Section B., of the GSA Form 3626. HVAC operating charges beyond normal business hours shall be \$10.00 / hour for the entire leased space;
9. HVAC for LAN room shall be included in the Operating rent with no additional charges to rents;
10. Schedule of rents is hereby established as follows:
  - Years 1 – 5 the annual rent shall be \$67,663.92 paid monthly in arrears at \$5,368.66 per month. The annual rent includes annual operating rent of \$14,726 plus annual tenant improvement amortization of \$21,150.60;
  - Years 6 – 10 the annual rent shall be \$48,235.37 paid monthly in arrears at \$4,019.61 per month. The annual rent includes annual operating rent of \$14,726.

11. In accordance with Paragraph 1.4 of ATTACHMENT 2, AmeriVet Real Estate Services Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and AmeriVet Real Estate Services Inc. have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Attachment #2 paragraph 1.4 of Form 3626, [REDACTED], which is [REDACTED] of the Commission, will be payable to AmeriVet Real Estate Services Inc. when the Lease is awarded. The remaining [REDACTED], shall be payable in the amount of [REDACTED] to AmeriVet Real Estate Services Inc. at time of acceptance of space, and [REDACTED] which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the full rental payments and continue until the credit has been fully recaptured.

12. Property legal description is as follows: El Paso County Texas Property ID: 200488 recorded as 9 EL PASO INTL AIRPORT TRS RPL POSS INT IN 2 TO 4 & 8 TO 10 (184,950.00 SQ FT)

13. 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 authorized **in writing** by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

LSE: GS-07B-17004 El Paso, TX [REDACTED]

Initials Lessor Ku Govt Jr