

LEASE NO. GS-07P-LTX17370

Streamlined Lease
GSA FORM L201B (September 2013)

This Lease is made and entered into between

West Hawkins El Paso TX, LLC

(Lessor), whose principal place of business is 40 Danbury Road, Wilton, CT 06897-4441, 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

**1545 Hawkins Boulevard
El Paso, TX 79925-2646**

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

10 Years Firm, There will be no non-firm term

The commencement date of this Lease 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.

FOR THE LESSOR:

Name: PETER ARUNSON

Title: Authorized Signatory

Entity Name: West Hawkins El Paso TX, LLC

Date: _____

FOR THE GOVERNMENT:

Name: Don W. Day

Title: Lease Contracting Officer
819 Taylor St., Room 11B, Ft. Worth, TX 76102

General Services Administration, Public Buildings Service

Date: 7/7/2016

WITNESSED FOR THE LESSOR BY:

Name: Alvin 2lu

Title: Analyst

Date: 04.12.16

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. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 26,176 rentable square feet (RSF), yielding 23,697 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 10 percent. This factor, which represents the conversion from ABOA to rentable square feet, 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: 5 surface/outside reserved and marked as [REDACTED] parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government. The Government is being provided an additional 135 surface/outside parking spaces for applicant and visitors parking on site. 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. During the term of the lease, the Lessor may elect to relocate up to 67 of the 135 surface outside parking spaces to an off-site location within ¼ mile of the Building at Lessor's at No additional cost to the Government.

B. Antennas, Satellite Dishes, and Related Transmission Devices: ~~(1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease. INTENTIONALLY DELETED~~

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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

| | FIRM TERM |
|---|-----------------|
| | ANNUAL RENT |
| SHELL RENT ¹ | \$ 412,272.00 |
| TENANT IMPROVEMENTS RENT ² | \$ 123,949.79 |
| OPERATING COSTS ³ | \$ 148,941.44 |
| BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴ | \$ 10,817.84 |
| TOTAL ANNUAL RENT | \$ 695,981.07 ✓ |

¹Shell rent calculation:

(Firm Term) \$16.76 per RSF multiplied by 26,176 RSF

²The Tenant Improvement Allowance of \$930,382.14 is amortized at a rate of 6 percent per annum over 10 years.

³Operating Costs rent calculation: \$5.69 per RSF multiplied by 26,176 RSF

⁴Building Specific Amortized Capital (BSAC) of \$81,200.00 are amortized at a rate of 6 percent per annum over 10 years

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 23,697 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. ~~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. INTENTIONALLY DELETED~~

D. ~~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. INTENTIONALLY DELETED~~

E. 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.

F. 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 in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. 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 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.

H. ~~Parking shall be provided at a rate of \$XX per parking space per month (structured/inside), and \$XX per parking space per month (surface/outside).~~ INTENTIONALLY DELETED

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Savills Studley (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to Savills Studley with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

| | |
|---|---|
| Month 1 Rental Payment \$57,998.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] | adjusted 1 st Month's Rent.* |
| Month 2 Rental Payment \$57,998.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] | adjusted 2 nd Month's Rent.* |
| Month 3 Rental Payment \$57,998.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] | adjusted 3 rd Month's Rent.* |
| Month 4 Rental Payment \$57,998.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] | adjusted 4 th Month's Rent.* |
| Month 5 Rental Payment \$57,998.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] | adjusted 5 th Month's Rent.* |

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 ~~TERMINATION RIGHTS (AUG 2011)~~ INTENTIONALLY DELETED

~~The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 90 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.~~

1.06 ~~RENEWAL RIGHTS (SEP 2013)~~ INTENTIONALLY DELETED

~~This Lease may be renewed at the option of the Government for a term of XX YEARS at the following rental rate(s):~~

| | OPTION TERM, YEARS XX-XX | |
|-------------------|--|-------------------|
| | ANNUAL RENT | ANNUAL RATE / RSF |
| SHELL RENTAL RATE | \$XX | \$XX |
| OPERATING COSTS | OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS. | |

~~provided notice is given to the Lessor at least XX days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.~~

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

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

| DOCUMENT NAME | NO. OF PAGES | EXHIBIT |
|---|--------------|---------|
| FLOOR PLAN | 1 | A |
| PARKING PLAN | 1 | B |
| ██████████ FACILITY SECURITY SPECIFIC REQUIREMENTS, REVISED FEB. 2014 | 14 | C |
| ██████████ STRUCTURED CABLE PLANT STANDARD, REVISED MAR. 2014 | 24 | D |
| ██████████ EL PASO IT MISC. RELATED DOCUMENTS | 12 | E |
| ██████████ AGENCY SPECIFIC REQUIREMENTS, DATED AUGUST 16, 2014 | 40 | F |
| SECURITY REQUIREMENTS FOR LEVEL 2 | 7 | G |
| SECURITY UNIT PRICE LIST | 2 | H |
| GSA FORM 3517B GENERAL CLAUSES | 47 | I |
| GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS | 10 | J |
| SEISMIC FORM C, BUILDING SEISMIC RETROFIT STUDY AND SEISMIC RETROFIT SCOPE OF WORK | 7 | K |
| SCOPE OF TENANT IMPROVEMENTS INCLUDING: (1) LIST OF DESIGN NARRATIVES (BASES FOR PLAN DESIGN) ██████████ SERVICES, EL PASO FIELD OFFICE, TX, (2) THE DRAWING PROPOSED SPATIAL RELATIONSHIPS OVER EXISTING FLOOR PLAN DATED 11/21/14 AND (3) THE DRAWING PROPOSED LAYOUT DATED 11/21/16 PREPARED BY PSRBB ARCHITECTS. INCLUSIVE OF ENERGY INDEPENDENCE AND SECURITY ACT UPGRADES. | 5 | L |

1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEP 2013) MODIFIED PARAGRAPH

The total cost of the Tenant Improvements is \$1,830,939.00 based on the accepted DID's included in Exhibit L. The Lessor and the Government agree that a lump-sum payment for a portion of the total Tenant Improvement cost shall be made in the amount of \$900,556.86 only upon completion and acceptance by the Government. The remaining balance of \$930,382.14 shall be amortized monthly into the rent at the rate of six percent (6.0%) over the ten (10) years of the lease as stated in paragraph 1.03 Rent and Other Considerations (Sep. 2013) above.

The Government shall have the right to make lump sum payments for any or all TI work.

Notwithstanding any other provision of the Lease, the completion of the work as specified in this lease and including the Agency Requirements and TI Scope as described in Exhibits C, D, E, F, and "L" shall fully satisfy the Lessor's obligation to construct improvements to the Premises as a predicate to the Government's acceptance of the Premises, subject to paragraph 4.01 Schedule of Completion-Streamlined (Sep 2013), A. Additional work required by the Government after 100% Construction Drawings (CDs) shall be subject of a change order at the Government's expense. The Government's acceptance of the space shall be construed as the Government's confirmation of the Lessor's compliance with all technical requirements of the Lease. Such acceptance by the Government shall not relieve the Lessor of its continuing obligation to operate, maintain and repair the Premises as set forth in the performance standards of the Lease.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013) INTENTIONALLY DELETED

A. ~~The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed upon amortization rate over the Firm Term.~~

B. ~~The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.~~

C. ~~If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:~~

- ~~1. Reduce the TI requirements;~~
- ~~2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;~~
- ~~3. Negotiate an increase in the rent.~~

1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012) INTENTIONALLY DELETED

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) | \$XX or XX% |
| Lessor's Project Management Fee (% of TI Construction Costs) | XX% |

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012) MODIFIED PARAGRAPH

For the purposes of this Lease, the Building Specific Amortized Capital (BSAC) is \$81,200.00 and Lessor shall not be obligated to provide any additional BSAC monies. Any additional BSAC requirements shall be funded through a lump sum payment of the Government and the Government shall not have a right to fund additional BSAC through an increase in rent.

1.12 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. ~~The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed upon amortization rate over the Firm Term.~~

B. ~~The Government may elect to make lump sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.~~

C. ~~If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:~~

1. ~~Reduce the security countermeasure requirements;~~

2. ~~Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or~~

3. ~~Negotiate an increase in the rent. INTENTIONALLY DELETED~~

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

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 49 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 26,176 RSF by the total Building space of 53,213 RSF.

1.14 REAL ESTATE TAX BASE (SEP 2013) INTENTIONALLY DELETED

~~The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$XX. Tax adjustments shall not occur until the tax year following lease commencement has passed.~~

1.15 OPERATING COST BASE (SEP 2013)

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 \$5.69 per RSF (\$148,941.44/annum).

1.16 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 \$2.15 per ABOA SF of Space vacated by the Government.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

\$35.00 per hour for the entire Space.

1.18 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms, (LANS room) or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$0.00 per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.19 BUILDING IMPROVEMENTS (SEP 2012)

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

- A. The seismic retrofit scope of work required to meet the Government's standards per lease paragraph 4.13, Seismic Retrofit (Sep 2013) : The seismic scope of work is to install angle or plate brackets at 9 interior posts on 2 directions and on 6 exterior posts on 1 side only. The work is to be performed in the 1st floor ceiling area only and is not required on the upper roof level.
- B. HVAC and energy efficiency modifications are to be in accordance with lease paragraph 3.15 Energy Independence and Security Act (Dec. 2011) and in conjunction with the List of Design Narratives included in Exhibit L.

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

~~If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 126.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.~~