

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

9-23-2010

LEASE NO.

GS-07B-16800

THIS LEASE, made and entered into this date by and between **FIRST NATIONAL TOWER LTD**

Whose address is **400 N PENN AVE
ROSWELL, NM 88201-4754**

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:

2,118 rentable square feet (r.s.f.), yielding 1,842 ANSI/BOMA Office Area square feet and related space located in Suite 410 on the fourth (4th) Floor (Exhibit A) at 400 Penn Plaza, 400 North Pennsylvania Avenue, Roswell, NM 88201-4790 (Legal Description of the Property being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Together with the vacated alley, all in Block 51 of West Side Addition in Roswell, County of Chaves and State of New Mexico, as shown on the Official Plat filed in the Chaves County Clerk's Office on January 1, 1891, and recorded in Book A of Plat Records, at Page 4), together with five (5) onsite structured and secured parking spaces, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning ninety (90) days after the Government issues it's Notice to Proceed per SFO Paragraph 5.11 - Construction Schedule and Acceptance of Tenant Improvements, Subparagraph G. - Acceptance of Space and Certificate of Occupancy, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$44,478.00 at the rate of \$3,706.50 per month in arrears [for years 1 - 5 and \$ 44,478.00 at the rate of \$3,706.50 per month arrears for years 6 - 10.] Rent for a lesser period shall be prorated.

<u>Years 1 - 5</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Shell Rent	\$ 17,388.78	\$ 1,449.07
TIA	13,814.67	1,151.22
OPEX	13,279.86	1,106.66
Firm Term Rent	\$ 44,483.31	\$ 3,706.94
<u>Years 6 - 10</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Shell Rent	\$ 31,203.45	\$ 2,599.85
OPEX	13,279.86	1,106.66
Full Term Rent	\$ 44,483.31	\$ 3,706.94

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

LESSOR: FIRST NATIONAL TOWER, LTC - BY MARCEL WISZNIA

BY

IN PRESENCE OF

(Signature)

(Signature)

General Partner

(Title)

400 N. Pennsylvania Ave, Roswell, NM 88201-4754

(Address)

UNITED STATES OF AMERICA

BY

(Signature)

Justina Llewellyn, Contracting Officer
General Services Administration

(Official Title)

Rent checks shall be made payable to:

**FIRST NATIONAL TOWER LTD.
400 N PENN AVE
ROSWELL, NM 88201-4754**

4. The Government may terminate this lease in whole or in part at any time on or after the fifth (5th) year of this lease by giving at least ninety (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.

5. Paragraph 5 is omitted.

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# 9NM2079 dated May 21, 2010 [as amended].
- B. Build out in accordance with standards set forth in SFO 9NM2079 dated May 21, 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. The Lessor hereby waives restoration.
- 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 attachments are made a part hereof:

- A. Sheet Number 1-2 to the SF-2 containing paragraphs 14 through 20.
- B. Solicitation for Offers 9NM2079 dated 5/21/2010, 49 pages.
- C. SFO Amendment#1, dated July 30, 2010, 1 page.
- D. Tenant Office Space Requirements Package Volume 8-B, 52 pages.
- E. GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05]), 33 pages.
- F. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]), 7 pages.
- G. Exhibit A - 8 1/2" x 11" Fourth floor plan showing Suite 410, 1 page.

8. The Tenant Improvement Allowance is \$58,139.05 based on 1,842 ANSI/BOMA office area square feet of which shall be amortized into the rent at the rate of 7% per annum or at the rate of \$13,814.67 per annum.

The following changes were made to this lease prior to its execution and made apart hereof:

- 9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 1.16083% (2,118 RSF / 182,455 RSF).
- 10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$6.27/RSF (\$13,279.86/annum).
- 11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.1498371 (2,118 RSF/1,842 USF).
- 12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established at \$1.00/USF for vacant space (rental reduction).
- 13. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour for the entire building or any portion thereof.

LESSOR

BY _____

(Initial)

UNITED STATES OF AMERICA

BY _____

(Initial)

SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-07B-16800

14. The General Conditions shall be at the rate of 8% and the General Contractor's Fee shall be at the rate of 15%.
15. Architectural and Engineering Fees shall be 10% of the General Contractor's project costs.
16. Lessor Mark-up shall be 7% of the total project costs.
17. The Lessor hereby agrees that in the event that any Fire or Life Safety deficiencies are identified during the full term of the lease, the Lessor shall bring the space into full compliance at the Lessor's sole cost.
18. The Lessor hereby waives restoration.
19. The Government shall reimburse the Lessor a not to exceed lump sum cost of \$257,020.08 for any Tenant Improvements and Building Security Amortized Capital (BSAC) Cost. The original invoice must be submitted directly to the GSA Finance office electronically on the Finance website at www.finance.gsa.gov and a copy provided to the Contracting Officer's designee. If you are unable to process the invoice electronically you may mail the original invoice to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP) PO Box 17181
Fort Worth, TX 76105-0181


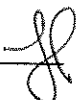
A copy of the invoice must be provided to the Contracting Officer's designee at the following address:

Stephanie Cogshell
US General Services Administration 819 Taylor St
Room 5A18
Fort Worth, TX 76102

A proper invoice must be on the Lessor's company letterhead and include the following:

- Invoice Date
- Name of the Lessor as shown on the Lease
- Lease contract number and building address
- Description, price, and quantity of items delivered
- GSA PDN # PS0018407.

If the invoice is not submitted on company letter head, the person(s) with whom the Lease contract is made must sign the invoice.

Lessor  Gov't 

SHEET NUMBER 2 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-07B-16800

20. **COMMISSION AND COMMISSION CREDIT:** The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the modified aggregate firm term value of this lease valued at [REDACTED]. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with SFO Paragraph 2.4 "Broker Commission and Commission Credit", the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction. The Commission Credit is [REDACTED] and shall be credited over the first three monthly rent payments. Notwithstanding Paragraph 3 of this Standard Form 2, the Firm Term Rental payments shall be reduced to fully re-capture this Commission Credit. The reduction shall commence with the first month and continue as indicated as follows:

First Month's Rental Payment shall be [REDACTED] (or the monthly payment of \$3,706.94 minus rent credit of [REDACTED]).

Second Month's Rental Payment shall be [REDACTED] (or the monthly payment of \$3,706.94 minus rent credit of [REDACTED]).

Third Month's Rental Payment shall be [REDACTED] (or the monthly payment of \$3,706.94 minus rent credit of [REDACTED]).

21. 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 any other authorized cost 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 of scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

Lessor

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