

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

3/30/11

LEASE NO.

GS-07B-16860

THIS LEASE, made and entered into this date by and between NMREA AFC 1, LLC

Whose address is 2424 LOUISIANA BLVD NE 300
ALBUQUERQUE, NM 87110-4303

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 4,528 rentable square feet (RSF) of office and related space, which yields 3,938 ANSI/BOMA Office Area square feet (USF) of space at 2424 Louisiana Blvd. NE, Albuquerque, NM 87110-4382, and further described in Paragraph 7(F) below, "Attachment 1, Legal Description," attached to and forming part of the Lease, 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 upon execution of this Lease by the Government and continuing for a period of ten (10) years.

3. For years 1 - 5, the Government shall pay the Lessor annual rent of \$81,504.00, which includes annual operating cost base of \$26,081.28. Rent to be paid monthly, in arrears.

For years 6 - 10, the Government shall pay the Lessor annual rent of \$94,499.36, which includes annual operating cost base of \$26,081.28, plus adjustments per the lease. Rent shall be paid monthly, in arrears.

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

NMREA AFC 1, LLC
2424 LOUISIANA BLVD. NE BLDG 1, SUITE 300
ALBUQUERQUE, NM 87110-4327

4. ~~The Government may terminate this lease in whole or in part at any time on or after year five 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.~~ *me*

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

LESSOR
NMREA AFC

BY

IN PRE

C.E.O - NMREA Inc.

(Title) Managing Member

2424 Louisiana NE, Albuquerque, NM 87110

(Address)

UNITED STATES OF AMERICA

MARY L. HEWSON

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:~~ *MS*

~~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.~~ *MS*

- 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 8NM2215 dated September 3, 2010, as amended.
 - B. Build out in accordance with standards set forth in SFO 8NM2215 dated September 3, 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 within 45 calendar days after the Government's issuance of a Notice to Proceed with Tenant Improvements.
 - 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 8NM2215 dated September 3, 2010 and Amendment 1 dated October 25, 2010.
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - D. Attachment 1, Legal Description of Offered Space.
 - E. Attachment 2, Floor Plan of Offered Space.
 - F. *Agency Special Requirements* *MS*

- 8. The following changes were made to this Lease prior to its execution:
 - A. Paragraphs 4 and 5 were intentionally deleted in their entirety.

9. In accordance with Subsection B(9) of the SFO paragraph entitled *Tax Adjustment*, the percentage of Government occupancy is established as 6.3986% (4,528 RSF/70,765 RSF).

10. In accordance with the SFO paragraph entitled *Operating Costs*, the escalation base is established as \$26,081.28/annum.

11. In accordance with the SFO paragraph entitled *Measurement of Space*, the common area factor is established as 1.14982 (4,528 RSF/ 3,938 USF).

12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.75/USF for vacant space (rental reduction).

13. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$35.00 per hour for the entire leased space or any portion thereof.

14. The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease. 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 the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [redacted]. The Lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO.

LESSOR

UNITED STATES OF AMERICA

BY

SRH
(Initial)

BY

MS
(Initial)

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue for two months until fully recaptured.

15. 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.

16. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998.

17. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions, and for alterations completed by either the Government or Lessor including initial build out of the lease space and/or any subsequent modifications required during the lease period. At the Government's sole discretion, alterations that remain in the leased space after termination of the lease contract will become property of the Lessor.

18. Upon completion and acceptance of the leased space, the space will be measured for the purpose of establishing the actual annual rent, and the date the Lease term shall commence. If any of the data is different from the base lease, a Supplemental Lease Agreement will be prepared to document any changes.

19. **Mutual Termination.** Upon the effective date of this lease, the Lessor and Government agree that the existing lease, Lease No. GS-07B-14088, is terminated in its entirety effective the day preceding the effective date of this lease.

20. Lessor agrees to provide valid Certificate of Occupancy (CO) for leased space within 30 days after date of execution of future Supplemental Lease Agreement (SLA) for acceptance of the Tenant Improvements by Government.

21. With respect to SFO Paragraph 5.2, *Exits and Access*, and SFO Paragraph 5.3, *Doors: Exterior*, the Government accepts the existing configuration and does not require any new vestibules, permanent entryway systems, or exterior doors.

22. With respect to SFO Paragraph 7.6(A)(2)(f), *Toilet Rooms*, vinyl composition tile may be installed in lieu of ceramic tile, recycled glass tile, or comparable wainscot.

23. With respect to SFO Paragraph 7.7(A), *Toilet Rooms: Fixture Schedule*, the Government hereby accepts the number of existing toilet rooms, faucets, counters, and dispensers insofar as this acceptance does not conflict with any fire/life safety or handicap accessibility requirements specified elsewhere in this Lease.

24. SFO Paragraph 8.10, *Recycling*, is hereby deleted in its entirety.

25. SFO Paragraph 9.9, [REDACTED], is hereby deleted in its entirety.

26. With respect to SFO Paragraph 9.21, [REDACTED], should the Government require the installation of shatter-resistant window protection, the lessor may request an equitable adjustment to the shell rent to account for the cost.

LESSOR

UNITED STATES OF AMERICA

BY

ARL
(Initial)

BY

[Signature]

(Initial)