

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

5.19.11

LEASE NO.

GS-07B-16891

THIS LEASE, made and entered into this date by and between City of Albuquerque

whose address is 2200 Sunport Blvd., S.E.
Albuquerque, NM 87106-3247

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 consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 12,081 rentable square feet (RSF) of office and related space, which yields 10,505 ANSI/BOMA Office Area square feet (ABOA) of space located the Old Terminal Building, 2920-A Yale Blvd., Albuquerque, NM (see Exhibit C - Legal Description) 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 92 surface parking spaces.

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, with a firm term of five (5) years, subject to termination and renewal rights as may be hereinafter set forth. The actual lease term dates will be established by a subsequent Supplemental Lease Agreement.
3. For years 1 through 10, the Government shall pay the Lessor annual rent of \$226,518.75 (\$18.75/RSF - \$21.57/ABOA) at the rate of \$18,876.56 per month in Arrears. The total annual rent consists of annual Shell rent of \$162,489.45 (\$13.45/RSF - \$15.47/ABOA) and annual Operating Costs of \$64,029.30.00 (\$5.30/RSF - \$6.10/ABOA) plus annual CPI adjustments as stated in the Solicitation for Offer.

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

City of Albuquerque
P.O. Box 9948
Albuquerque, NM 87119-1048

4. The Government may terminate this lease in whole or in part effective at any time after the fifth (5th) year of this lease by giving at least sixty (60) days' prior notice, in writing, to the Lessor. No rental shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the date of the mailing.
5. ~~This lease may be renewed at the option of the Government for the following rentals:~~

~~Provided notice be given in writing to the Lessor at least _____ 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 to the rental consideration, the following:
- A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 0NM2025 dated November 30, 2010.
- B. Tenant Improvements in accordance with standards set forth in SFO 0NM2025 dated November 30, 2010. The Lessor shall provide all the materials, labor, and services required to provide for the completion of the Tenant Improvements. All tenant alterations and improvements shall be completed by the date identified under Paragraph 9 of this SF-2.
- C. The Lessor hereby waives restoration of the leased premises.

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7. The following are attached and made a part hereof:

Solicitation for Offers (SFO) ONM2025 dated November 30, 2010
GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05])
GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
Exhibit "A": Legal Description
Exhibit "B": Special Requirements for Solicitation for Offers ONM2025 dated November 30, 2010
Exhibit "C": Pre-Lease Security Plan
Exhibit "D": Floor Plan

8. The following changes were made in this lease prior to its execution:

Paragraph 5 is omitted and has been struck through. Paragraphs nine (9) through sixteen (16) are added.

9. **Tenant Improvement Construction Schedule:** Upon full execution and delivery of this SF-2, the Lessor can consider this as a Notice to Proceed with the construction of the tenant improvements. The Lessor shall have 60 working days from lease award to complete the tenant improvements and have the space available for inspection and acceptance by the Government. Tenant Improvements shall be coordinated with the tenant so as not to disrupt their mission. Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent and Operating Costs shall be established by a subsequent SLA.
10. **Percentage of Occupancy:** The lease is not subject to Real Estate Tax reimbursement.
11. **Operating Cost:** In accordance with the SFO paragraph entitled "Operating Costs," the escalation base is established as \$5.30/RSF or \$64,029.30 (12,081 RSF X \$5.30).
12. **Common Area Factor:** In accordance with the SFO paragraph entitled "Common Area Factor," the common area factor is established as 1.15 (12,081 RSF/10,505 ABOA).
13. **Adjustment for Vacant Premise:** In accordance with the SFO paragraph entitled "Adjustment for Vacant Premises," the adjustment shall be a reduction of \$0.00/ANSI-BOMA Office Area for vacant space.
14. **Overtime HVAC Usage:** The rate for Overtime Heating and Cooling is established at \$0.00 per hour for the entire building or any portion thereof as the Lessor provides HVAC to the entire building 24 hours/day, 7 days/week at no additional cost.
15. **Central Contractor Registration (CCR):** In accordance with the SFO paragraph entitled "Central Contractor Registration," the Lessor shall register by the time of the full execution of this Lease Agreement.
16. **Unauthorized Tenant Improvements:** All questions pertaining to this Lease shall be referred, in writing, to the Contracting Officer of the General Services Administration (GSA) or his/her designee. The Government's occupant of the leased premise is not authorized to administer this lease or make commitments to the Lessor that are not followed-up with a written agreement to the Lease. GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other cost authorized, 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 in scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. If Lessor delivers space with Tenant Improvements not authorized, in writing, by the GSA Contracting Officer, then the Lessor shall not be entitled to compensation or payment if the Tenant Improvements remain in place after the Government's acceptance of the space.

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

LESSOR

BY



(Signature)

Robert J. Perry

(printed name)

Chief Administrative Officer

Title

PO Box 9948

(Address)

ALBUQUERQUE NM 87119

City

State

Zip

VICES ADMINISTRATION

Contracting Officer

(Official title)

Thomas Bell

STANDARD FORM 2