

LEASE NO. GS-07B-17220

Simplified Lease  
GSA FORM L201A (October 2012)

This Sub-Lease is made and entered into between

Lessor's Full Legal Name (exactly as listed in Central Contractor Registration)

Bank of America, National Association

(Lessor), whose principal place of business address is 13850 Ballantyne Corporate Place, Charlotte, NC 28277 and whose interest in the Property described herein is that of Master Lease Holder, 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 Sub-Leases to the Government the Premises described herein, being all or a portion of the Property located at

Bank of America Building, 500 N. Shoreline Dr, Corpus Christi, TX 78471-1013

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 (which is general office use).

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Sub-Lease and continuing for a period of

25 Months, 25 Months Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, estimated to be June 1, 2013, along with any applicable termination and renewal rights, shall be more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Sub-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 Sub-Lease to the Lessor.

FOR THE LESSOR:

[Redacted Signature]

Name: David Garrison

Title: Asst. Vice President

Entity Name: Bank of America, National Association

Date: June 5, 2013

FOR THE GOVERNMENT:

[Redacted Signature]

Name: David Garrison

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 6/24/2013

WITNESSED FOR THE LESSOR BY:

[Redacted Signature]

Title: Regional Manager

Date: 06/05/13

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.

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**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

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**1.01 THE PREMISES (SIMPLIFIED) (AUG 2011)**

The Premises are as described under Exhibit A, Proposal to Sub-Lease Space, GSA Form 1364A.

**1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (JUN 2012)**

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 Sub-Lease are rights to use parking as described under Block 16 of Exhibit A, Simplified Lease Proposal, GSA Form 1364A. 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.

**1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (JUN 2012)**

In consideration for the Sub-Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the maximum ABOA solicited by the Government. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs) specified in the Sub-Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

Rent shall not be adjusted for changes in taxes or operating costs.

**1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (JUN 2012)~~ INTENTIONALLY DELETED****1.05 ~~TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)~~ INTENTIONALLY DELETED****1.06 ~~RENEWAL RIGHTS (SIMPLIFIED) (APR 2011)~~ INTENTIONALLY DELETED****1.07 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2012)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Simplified Lease Proposal (GSA Form 1364A)	2	A
Agency Specific Requirements, Dated 12/19/2012	1	B
Security Requirements	7	C
Security Unit Price List	2	D
Representations and Certifications (GSA Form 3518A)	7	E
Master Lease Agreement	45	F
Floor Plan Delineating the Premises	1	G

**1.08 ~~PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEPT 2011)~~ INTENTIONALLY DELETED****1.09 ~~OPERATING COST BASE (AUG 2011)~~ INTENTIONALLY DELETED****1.10 ~~ADDITIONAL BUILDING IMPROVEMENTS (SEP 2012)~~ INTENTIONALLY DELETED****1.11 ~~HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)~~ INTENTIONALLY DELETED**