

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

9-27-2010

LEASE NO.

GS-07B-16799

THIS LEASE, made and entered into this date by and between ELEGANT VIEW OFFICE PROPERTIES, LLC

Whose address is 1845 PALM CANYON DRIVE
LAS CRUCES, NM 88011-4027

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 6,065 rentable square feet (RSF) of office and related space, which yields 5,274 ANSI/BOMA Office Area square feet (USF) of space at 166 S. Roadrunner Parkway, Las Cruces, New Mexico 88011 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 fifteen (15) secured, reserved parking spaces for exclusive use of Government employees and patrons.

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, subject to termination and renewal rights as may be hereinafter set forth. Occupancy is required 75 days after the Contracting Officer issues the Tenant Improvement Notice to Proceed.

3. For years 1 - 5, the Government shall pay the Lessor annual rent of \$201,182.12 at the rate of \$16,765.18 per month in arrears.

For years 6 - 10, the Government shall pay the Lessor annual rent of \$164,058.25 at the rate of \$13,671.52 per month in arrears.

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

ELEGANT VIEW OFFICE PROPERTIES, LLC
1845 PALM CANYON DRIVE
LAS CRUCES, NM 88011-4027

4. The Government may terminate this lease in whole or in part at any time on or after year 5 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.

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

LESSOR

ELEGANT VIEW OFFICE PROPERTIES, LLC

BY

Thomas V. Mattaloni

(Signature)

MANAGING MEMBER.

(Title)

IN PRESENCE OF

Sherry

(Signature)

1845 PALM CANYON DR, LAS CRUCES, NM 88011

(Address)

UNITED STATES OF AMERICA

BY

Justin Plouffe

(Signature)

Contracting Officer, General Services Administration

(Official Title)

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5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

~~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.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 9NM2144 dated June 15, 2010, as amended.

B. Build out in accordance with standards set forth in SFO 9NM2144 dated June 15, 2010, as amended, and the Government's design intent drawings. Government space plans shall be developed after 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.

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 9NM2144 dated June 15, 2010,

B. Attachment#2 - Mandatory SFO Paragraphs for Lease Projects Using Recovery Act;

C. Amendment 1 dated July 29, 2010;

D. Amendment 2 dated August 24, 2010;

E. [REDACTED] Space Requirements Volume 2010, issued May 20, 2010;

F. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05);

G. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07);

H. EX A Legal Description;

I. EX B Floor Plan.

8. The following change was made to this Lease prior to its execution:

A. Paragraph 5 was intentionally deleted in its entirety.

9. In accordance with the SFO paragraph 3.2, Tenant Improvements in the total amount of \$159,064.89 (5,274 USF x \$30.16019909) shall be amortized over the five (5) year firm term at 6.25%. The Government shall have the right to pay for any or all of the tenant improvements via lump sum payment to the Lessor.

10. In accordance with Subsection B(9) of the SFO paragraph entitled *Tax Adjustment*, the percentage of Government occupancy is established as 29.79% (6,065/20,357) (Government RSF/Total Building RSF).

11. In accordance with the SFO paragraph entitled *Operating Costs*, the escalation base is established as \$5.629 /RSF (\$34,139.88/annum).

12. In accordance with Subsection C of the SFO paragraph entitled *Measurement of Space*, the common area factor is established as 1.1499 (6,065 RSF/5,274 USF).

13. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$6.474/USF for vacant space (rental reduction).

14. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$8.00 per hour for the entire Government leased space or any portion thereof. Overtime usage shall only apply outside the building's normal hours of HVAC operation. The building's normal hours are 7:00 a.m. to 5:00 p.m. Monday through Friday.

LESSOR

UNITED STATES OF AMERICA

BY


(Initial)

BY


(Initial)

15. 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 attached to and forming a part of this lease.

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 month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$16,765.18 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent

16. 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.

17. 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. An enrollment form is attached to be completed and returned with this contract.

18. 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.

19. *Tenant Improvements Paid Lump Sum – ARRA Projects Only and Tenant Improvements – ARRA Projects Only*, The Government shall reimburse the Lessor a not to exceed lump sum cost of \$273,875.31 for any Tenant Improvements above the amount amortized into the lease and Building Security Amortized Capital (BSAC) Costs. 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 # PS0018477

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

LESSOR

UNITED STATES OF AMERICA

BY


(Initials)

BY


(Initials)