

LEASE NO. GS-07B-17140Standard Lease
GSA FORM L201C (June 2012)

This Lease is made and entered into between

Lessor's Name

FDL-CC, LLC, whose principal place of business is 1001 19th Street N, Suite 930, Arlington, VA 22209, and whose interest in the Property described herein is that of Lessor, 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 leases to the Government the Premises described herein, being all or a portion of the Property located at

Address 201 W. Glasson Drive, Corpus Christi, Texas 78406-1811

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.

LEASE TERM

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

20 Years, 20 Years Firm,

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

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

FOR THE LESSOR:

Name: Claiborne Williams
Title: Manager
Entity Name: FDL-CC, LLC
Date: 9/27/13

FOR THE GOVERNMENT:

Name: Pearl Summers-Barra
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 9/30/13

WITNESSED FOR THE LESSOR BY:

Name: David E. Anderson
Title: Manager
Date: 9/27/13

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.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 160,603 rentable square feet (RSF), yielding 146,874 ANSI/BOMA Office Area (ABOA) square feet (SF) of Command space and Hanger Administrative Space, Hanger space Decks and Shops and Ground Support space, and related space located in the Building, as depicted on the floor plan(s) attached hereto as Exhibit C.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.09279 percent [160,603 RSF/146,874 ABOA]. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (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 Lease are rights to use the following:

A. Parking: 200 paved parking spaces and 1 secured reserved parking space for a total of 201 parking spaces as depicted on the plan attached hereto as Exhibit D, reserved for the exclusive use of the Government. 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.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

| | FIRM TERM | NON FIRM TERM |
|---------------------------------------|----------------|----------------|
| | ANNUAL RENT | ANNUAL RENT |
| SHELL RENT ¹ | \$2,580,548.85 | \$2,580,548.85 |
| TENANT IMPROVEMENTS RENT ² | \$215,621.97 | \$215,621.97 |
| OPERATING COSTS ³ | \$305,517.48 | \$305,517.48 |
| OVERTIME LAN & COMMAND CENTER | TBD | |
| TOTAL ANNUAL RENT | \$3,101,688.28 | \$3,101,688.28 |

¹Shell rent calculation: \$14.8811 per RSF multiplied by 160,603 RSF equals \$2,388,461.19 + Parking cost of \$192,087.66 = \$2,580,548.85

²The Tenant Improvement Allowance of \$2,812,128.11 is amortized at a rate of 5.5 percent per annum over 20 years. TIA calculation of \$17,784,823 x 146,874.

³Operating Costs rent calculation: \$1.9035 per RSF multiplied by 160,603 RSF

In instances where the Lessor amortizes either the TI or Building Specific Security for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 146,874 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. The Government shall not pay down the Amortized Tenant Improvement (TI) amount after occupancy of the lease space and the rent has been commenced except in the case of a negotiated termination of the leased premises.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

F. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease. This lease is net of utilities, see Exhibit J for more details.

1.04 **BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**
"INTENTIONALLY DELETED"

1.05 **TERMINATION RIGHTS (AUG 2011)**
"INTENTIONALLY DELETED"

1.06 **RENEWAL RIGHTS (AUG 2011)**
"INTENTIONALLY DELETED"

1.07 **DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)**

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

| DOCUMENT NAME | NO. OF PAGES | EXHIBIT |
|--|--------------|---------|
| LEGAL DESCRIPTION | 2 | A |
| DAVIS-BACON WAGE RATES | 4 | B |
| FLOOR PLAN(S) | 5 | C |
| PARKING PLAN(S) | 1 | D |
| AGENCY SPECIAL REQUIREMENTS | 133 | E |
| SECURITY REQUIREMENTS | 10 | F |
| BUILDING SECURITY UNIT PRICE LIST | 2 | G |
| GSA FORM 3517B GENERAL CLAUSES | 46 | H |
| GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS | 9 | I |
| FORM 1354 CONTINUATION PAGE AND HANGAR SHELL DEFINITIONS | 6 | J |
| DESIGN EXCELLENCE | 2 | K |

1.08 **TENANT IMPROVEMENT ALLOWANCE (AUG 2011)**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$17.76462 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 5.5% percent.

1.09 **TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011)**

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA only before occupancy. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate.

B. Prior to Occupancy, the Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. Prior to occupancy of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA prior to occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government shall have the right to either:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.10 **TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)**

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

| | |
|--|----------------------|
| | INITIAL BUILD-OUT |
| ARCHITECT/ENGINEER FEES (% OF TI CONSTRUCTION COSTS) | 6% |
| LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS) | 5% |

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)
"INTENTIONALLY DELETED"

Note: There are no tax adjustments with this lease.

1.12 REAL ESTATE TAX BASE (JUN 2012)
"INTENTIONALLY DELETED"

1.13 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$1.9035 per RSF (\$305,517.45/annum).

1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.00 per ABOA SF for an entire floor only of Space vacated by the Government.

1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$10.00 per hour per floor for office area only
- No. of zones: N/A
- \$ 20.00 per hour for the entire office area.

1.16 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$5.00 per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.17 BUILDING IMPROVEMENTS (JUN 2012)

The Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

A. NA

1.18 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)
"INTENTIONALLY DELETED"