

LEASE NO. GS-09B-02623

GSA FORM L-201A (01/11)
(For Security Level I & II Leases
Not Exceeding the Simplified Lease Acquisition Threshold)

THIS LEASE is made and entered into between

Fiesta Square Holdings, LLC - and - Fiesta Square Properties, LLC
(the Lessor)

and

THE UNITED STATES OF AMERICA

("the 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:

The Lessor hereby leases to the Government the premises described in Sections I and II of the Form 1364A, Simplified Lease Proposal, attached hereto as Exhibit A, as further described on the floor plan attached hereto as Exhibit B ("the Premises"), together with the right to the use of the parking spaces and other areas described in said Section II of said Exhibit A, to have and to hold for a term of

10 YEARS, 5 YEARS FIRM

commencing on the date of acceptance of the Premises (as such date shall be established in accordance with Section 3 herein), subject to the terms and conditions set forth below.

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:

FOR THE GOVERNMENT:

<p>_____ Name: <u>Richard Benckhua</u> Title: <u>owner</u> Date: <u>3-21-11</u></p>	<p>_____ Name: <u>Susan Dinkel</u> Title: <u>Lease Contracting Officer</u> Date: <u>6/14/11</u></p>
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WITNESSED BY:

Name: Tanya Weber
Title: Property manager
Date: 3-21-11

SECTION 1 RENT AND OTHER TERMS

1.01 RENTAL CONSIDERATION (SIMPLIFIED LEASE) (JAN 2011)

In consideration for the 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 in Line 10, Boxes 10D and 10F (and, if applicable, the corresponding boxes in Line 11) on Exhibit A, Section II, and the actual Rentable Area delivered for occupancy and use by the Government, subject to the limitations set forth in Section 3 of this Lease. 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 Lease, including those described in the Agency Specific Requirements Paragraph (no.) 7.01 ("ASRP"), all taxes of any kind, and all operating costs. Unless a separate rate is specified in Line 16 of Exhibit A, rights to parking areas will be deemed to be included in the rent. Rent shall not be adjusted for changes in taxes or operating costs.

1.02 EARLY TERMINATION RIGHT (SIMPLIFIED LEASE) (JAN 2011)

The Government may terminate this Lease, in whole or in part, at any time after the Firm Term by providing not less than 60 days prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination. This right of termination shall expire 120 days after the last day of the Firm Term.

1.03 RENEWAL OPTIONS (SIMPLIFIED LEASE) (JAN 2011)

This Lease may be renewed at the option of the Government for a term of 5 YEARS at the rental rate(s) set forth in Exhibit A, Section II, Line 10, Box 10H (and, if applicable, Box 11H), provided notice is given to the Lessor at least 60 days before the end of the original lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

1.04 DOCUMENTS INCORPORATED BY REFERENCE (SIMPLIFIED LEASE) (JAN 2011)

The following documents are incorporated by reference, as though fully set forth herein:

- Exhibit A, GSA Form 1364A, Simplified Lease Proposal in Response to RLP No. GS-09B-02623.
- Exhibit B, Floor Plan Delineating the Premises
- Exhibit D, GSA Form 351&A, Representations and Certifications (Rev. 1/07)
- Exhibit E, Amendments to RLP No. GS-09B-02623.

SECTION 2 GENERAL TERMS AND CONDITIONS

2.01 DEFINITIONS, STANDARDS, AND FORMULAS (SIMPLIFIED LEASE) (JAN 2011)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises.
- B. Days. All references to days in this Lease shall be understood to mean calendar days.
- C. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- D. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- E. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.
- F. Lease Award Date. The Lease Award Date means the date that the Lease is signed by the LCO (and on which the Lessor's obligations under the Lease commence).