

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

3-16-09

LEASE NO.

GS-07B-16484

THIS LEASE, made and entered into this date by and between: **WSSA McAllen LLC**

whose address is: **140 East Second Street  
Suite 220  
Flint, Michigan 48502**

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 (the "Property"):

An entire single story building and premises consisting of 24,211 rentable square feet ( 23,500 ANSI/BOMA Office Area SF), of fully serviced space, along with 150 outside secured surface parking spaces and 100 outside unsecured surface parking spaces, all of which is to be constructed on a site containing 3.55 acres, and bearing the municipal address of 1200 Hackberry Road, McAllen, TX 78504, and being more particularly described in Exhibit A, Legal Description, Exhibit B, Floorplan and Exhibit C, Site Plan.

to be used for such purposes as determined by General Services Administration.

2. **TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning upon the acceptance of the improvement's by the Government, and through continuing through 15 years, subject to renewal and termination rights as may be hereinafter set forth.

3. The Government shall pay the Lessor rent at the rate of **\$690,013.50, at the rate of \$57,501.13 per month, in arrears..** Rent for a lesser period shall be prorated. Rent payments shall be made payable to:

**WSSA McAllen LLC  
140 East Second Street, Suite 220  
Flint, Michigan 48502**

4. The Government may terminate this lease at any time after the 10<sup>th</sup> year, by giving at least 120 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.

5. This paragraph is deleted in its entirety.

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

- a. Facilities, services, utilities, and maintenance in accordance with Solicitation For Offers 5TX0026.
- b. Full fire/life safety and handicapped accessibility in accordance with Solicitation for Offers 5TX0026.

7 The following are attached and made a part hereof:

10 (A) B  
Sheets 3-4, To Lease GS-07B-16484, containing paragraphs 9-20; [Unnumbered] Solicitation For Offers relating to project 5TX0026; (56 pages); Exhibit A, To Lease GS-07B-16484, Legal Description, ( 1 page); Exhibit B, To Lease GS-07B-16484, Floorplan (1) page; Exhibit C To Lease GS-07B-16484, Site Plan (1 page); GSA Form 3517B, (Rev 11/05), General Clauses (32), pages; GSA Form 3518, (Rev 7/04), Representations and Certification, ( 7 pages);

8. The following changes were made to this agreement prior to its execution.

N/A

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

LESSOR **WSSA McAllen LLC**

BY \_\_\_\_\_ (Signature) \_\_\_\_\_ (Signature)

IN PRESENCE OF:

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Address)

UNITED STATES OF AMERICA **GENERAL SERVICES ADMINISTRATION**

BY \_\_\_\_\_ Contracting Officer  
(Signature) \_\_\_\_\_ (Official Title)

AS  
By

9. The Government shall occupy 100% of the building, based on a total building of 24,211 rsf.
10. It is mutually agreed to between the parties that the Lessor shall deliver the space in accordance with the solicitation for offers, approved plans and specifications. The Lessor shall not depart from these document's without written approval from the Contracting Officer.
11. All questions concerning this lease shall be referred to the Contracting Officer of the General Services Administration (GSA) or his designee. The Government occupant is not authorized to administer the lease and GSA assumes no responsibility for any cost incurred by the lessor except as provided by the terms of this lease or authorized in writing by the Contracting Officer, or his designee.
12. The lessor shall not be reimbursed for any services not provided for in the lease, including but not limited to repairs, alterations, or overtime services, nor will any rental be paid for occupancy, in whole, or in part, except as provided for in this lease.
13. The Government reserves the right to install and maintain its own security system. The system shall remain the property of the Government and the Lessor shall waive all rights of restoration as it pertains to the system.
14. Pursuant to paragraph 3.7, and 3.8, of the solicitation, the base for CPI adjustment is established at \$7.00, per rentable square foot, per annum, based on 24,211 total rentable square feet of space. In accordance with paragraph 3.11, of the solicitation, the common area factor is established at 1.03% (24,211 / 23,500). In accordance with paragraph 3.15, of the solicitation, the adjustment for vacant premises is established at \$2.50 per ANSI/BOMA Office Area square foot.
15. In the event that archeological significance is discovered during the excavation or grading of the site the Contractor will stop work in the vicinity of the area and notify the Contracting Officer immediately. Subsequent excavation / grading will then be directed by the Contracting Officer. All items discovered which are of archeological significance are the property of the Government. The Lessor shall be granted an extension of time equivalent to the time delay ordered by the Contracting Officer.
16. The Lessor shall provide a tenant improvement allowance in the amount of \$750,734.93. This amount shall be amortized over 120 months at the rate of 7% per annum, or (\$3.10 prsf).
17. The Lessor shall provide two months of free rent to the Government. Upon the completion of the improvement's and the establishment of the effective date of the lease the rental schedule shall be modified to reflect the first two months following the effective date of the lease shall be at no charge to the Government.

18. The rental structure shall be composed of the following:

Shell	\$18.40 prsf
Operating Cost Base	\$ 7.00 prsf
Tenant Improvement Allowance	<u>\$ 3.10 prsf</u>
Total Rental	\$28.50 prsf



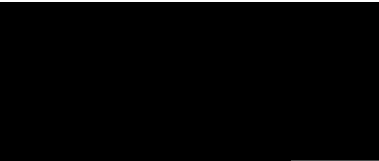
SHEET 4 TO LEASE GS-07B-15671

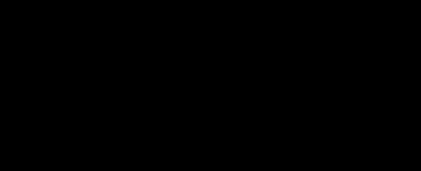
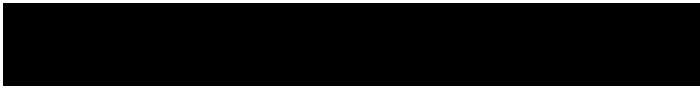
- 19. The Lessor shall not be responsible for installing any "Government furnished equipment" unless specifically provided for in this lease.
- 20. It is mutually agreed that the final approved drawings will be incorporated into this lease contract by Supplemental Lease Agreement.

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

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**LESSOR: WSSA McAllen LLC**

BY:  JOHN E. SPOFFORD 140 EAST SECOND ST FLINT MI 48502

 JOY S. FARAH 

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**CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
819 TAYLOR STREET  
FT. WORTH, TX 76102**

BY: