

U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)

1. LEASE NUMBER
GS-07B-16841

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 2,766 rentable square feet consisting of 1,800 rentable square feet of warehouse, 966 rentable square feet of office space, and three (3) surface parking spaces located in McAllen, TX for occupancy not later than February 1, 2010 (date) for a term of ten (10) years, five (5) firm. Rentable space must yield approximately 1,800 square feet of warehouse space and approximately 840 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.
3. INITIAL OFFERS ARE DUE ON OR BEFORE 4:00 PM (CST) FRIDAY, OCTOBER 29, 2010.

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):
- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
- b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
- c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
- d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
- e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.
- f. Services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 5:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
- g. The Lessor shall complete any necessary alterations within thirty (30) working days after approved layout drawings.
- h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

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| <input checked="" type="checkbox"/> HEAT | <input checked="" type="checkbox"/> TRASH REMOVAL | <input type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input checked="" type="checkbox"/> OTHER |
| <input checked="" type="checkbox"/> ELECTRICITY | <input checked="" type="checkbox"/> CHILLED DRINKING WATER | <input checked="" type="checkbox"/> WINDOW WASHING | | (Specify below) |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency <u>Bi-annually</u> | <input checked="" type="checkbox"/> PAINTING FREQUENCY | <u>daytime cleaning</u> |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> TOILET SUPPLIES | <input checked="" type="checkbox"/> CARPET CLEANING | Space <u>Every 5 years</u> | |
| <input checked="" type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency <u>Annually</u> | Public Areas <u>Every 5 years</u> | |

6. OTHER REQUIREMENTS

- Offerors should include **\$11.77/ ABOASF in Tenant Improvements.**
- Warehouse ceiling height shall be a minimum of 12'-0".
- Office ceiling height shall be a minimum of 8'-0" to a maximum of 9'-0".
- Laboratory ceiling height shall be 9'-0".
- 24 hour access is required.
- Space to be contiguous and all on ground level equal to street level.
- Perimeter and exterior security lighting of 2 foot candles required.
- No windows in the warehouse portion of the space.

Offerors should also include the following with their offers:

1. GSA Short Form 3626
2. GSA Form 1364 Proposal to Lease Space
3. GSA Form 1217 Lessor's Annual Cost Statement
4. Supplemental Lease Requirements Attachment 1 (completed and initialed)
5. Supplemental Lease Requirements Attachment 2 (completed and initialed)
6. Supplemental Lease Requirements Attachment 3 (completed and initialed)
7. Space Requirements
8. Pre-Lease Building Security Form
9. GSA Form 3516A, Solicitation Provisions, for additional instructions only
10. GSA Form 3517A, General Clauses
11. GSA Form 3518A, Representations and Certifications
12. GSA Form 12000 – Prelease Fire Protection and Life Safety Evaluation
13. Seismic Certification – Existing Building
14. Disclosure of Contractor Access to Proprietary Information
15. Commission Agreement Letter
16. Documentation of ownership or control of the property
17. Evidence of signature authority
18. Site Plan/Floor Plan
19. Evidence property is not in a floodplain

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

8. BASIS OF AWARD

- ☒ THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- ☐ OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING
- ☐ SIGNIFICANTLY MORE IMPORTANT THAN PRICE
 - ☐ APPROXIMATELY EQUAL TO PRICE
 - ☐ SIGNIFICANTLY LESS IMPORTANT THAN PRICE
 - ☐ (Listed in descending order, unless stated otherwise).
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PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)**A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**

1. NAME AND ADDRESS OF BUILDING (Include nine digit ZIP Code) UPTOWN PLAZA 4500 N. 10 TH STREET, SUITE 400 MCALLEN, TX 78504-2908	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) 1	b. ROOM NUMBER(S)
	c. SQ. FT. RENTABLE <u>2,597</u> ABOA <u>2,597</u> Common Area Factor <u>1.0</u>	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input checked="" type="checkbox"/> OTHER (Specify) <input checked="" type="checkbox"/> WAREHOUSE Retail

B. TERM

3. To have and to hold, for the term commencing on February 1, 2011 and continuing through ten (10) years from initial occupancy inclusive. The Government may terminate this lease in whole or in part at any time on or after the fifth (5th) lease year, by giving at least ninety (90) calendar days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

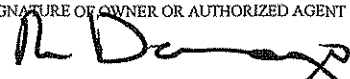
4. a. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

b. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the aggregate lease value of this lease valued at \$268,423.33. 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 SFO Paragraph entitled "Broker Commission and Commission Credit", the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction. The Commission Credit is [REDACTED] and shall be credited over the monthly rent until the credit is fully re-captured.

5. AMOUNT OF ANNUAL RENT \$73,988.53 (years 1 - 5) \$76,949.11 (years 6 - 10)	7. HVAC OVERTIME RATE PER HOUR \$2.00/ABOASF	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address including nine digit ZIP CODE) UPTOWN PLAZA LTD 5221 N MCCOLL ROAD MCALLEN, TX 78504-2202
6. RATE PER MONTH \$6,165.7108 (years 1 - 5) \$6,412.4258 (years 6-10)		

9a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)

UPTOWN PLAZA LTD, 5221 N MCCOLL RD, MCALLEN, TX 78504-2202

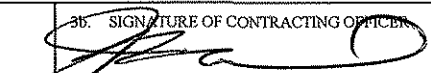
9b. TELEPHONE NUMBER OF OWNER 956-631-1273	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input checked="" type="checkbox"/> OTHER (Specify) Majority Partner
11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) ALONZO CANTU	11b. TITLE OF PERSON SIGNING Majority Partner
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	11d. DATE 1/25/11

PART III - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

1. Supplemental Lease Requirements Attachment 1 (4 pages),
2. Supplemental Lease Requirements Attachment 2 (33 pages),
3. Supplemental Lease Requirements Attachment 3 (1 page),
4. Space Requirements (7 pages),
5. Floorplan (1 page),
6. Amendment #1 (2 pages), and
7. Legal Description of Property (1 page).

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

3a. NAME OF CONTRACTING OFFICER (Type or Print) Jeffrey Navarro	3b. SIGNATURE OF CONTRACTING OFFICER 	3c. DATE 1/26/11
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