

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

5/11/11

LEASE NO.

GS-07B-16913

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

Whose address is 140 East Second Street – Suite 220  
FLINT, MICHIGAN 48502-1731

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 14,989 rentable square feet (RSF) of office and related space, which yields 13,034 ANSI/BOMA Office Area square feet (ABOA SF) of space at 1013 Business Park Drive, Mission, Texas 78572-6053 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 eighty-five (85) onsite surface parking spaces for the exclusive use of the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the leased premises but not to exceed 120 calendar days following the Government's issuance of Tenant Improvement Notice to Proceed and continuing for a term of fifteen (15) years, ten (10) years firm, subject to termination and renewal rights as may be hereinafter set forth.

3. Annual Rent is \$539,604.00 (\$44,967.00 monthly) to be paid in arrears. This includes operating costs of \$100,000.00 as identified in paragraph 10 and the amortizing of the Tenant Improvement Allowance of \$449,788.74 at the rate of 0.00% as identified in paragraph 9.

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

WSSA LLC  
140 East Second Street, Suite 220  
Flint, Michigan 48502-1731

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

LESSOR  
WSSA LLC

BY

IN PRESENCE

UNITED STATES OF AMERICA

MANAGER

(Title)

(Address)

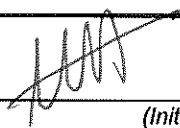
Contracting Officer, General Services Administration  
(Official Title)

4. The Government may terminate this lease in whole or in part at any time on or after the tenth (10<sup>th</sup>) year 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.
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 \_\_\_\_\_ 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 to the rental consideration, the following:
  - A. Those facilities, services, supplies, utilities, maintenance, space improvements, parking and special requirements. This is a fully-serviced lease in accordance with SFO 9TX2647 dated October 20, 2010.
  - B. Build out in accordance with standards set forth in SFO 9TX2647 dated October 20, 2010, and the Government's design intent drawings. Government space plans will be delivered to the Lessor within 90 working days from award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. The Lessor hereby waives restoration.
  - 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 SFO 9TX2647 dated October 20, 2010 (52 pages)
  - B. Supporting SFO Information / Special Requirements (19 pages)
  - C. Amendment to Lease No. 1 (1 page)
  - D. Exhibit A – Site Plan (1 page)
  - E. Exhibit B – Legal Description (1 page)
  - F. GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05]) (33 pages)
  - G. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]) (7 pages)
8. Paragraph 5 of Standard Form 2 has been deleted in its entirety.
9. In accordance with the SFO paragraph 3.2 entitled *Tenant Improvements Included in Offer*, Tenant Improvements in the total amount of \$449,788.74 shall be amortized through the rent for ten (10) years at the rate of 0.00%. Beginning with year eleventh of the Lease term, the rent shall remain the same for the remainder of the term, subject to termination and renewal rights as may be set forth in the Lease.
10. In accordance with the SFO paragraph 4.3 entitled *Operating Costs* are \$100,000.00. This lease is subject to operating cost escalation.
11. In accordance with the SFO paragraph 4.1 C. entitled *Common Area Factor*, the common area factor is established as 1.14999 (14,989 RSF/ 13,034 ABOA).
12. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$2.20/ABOA for vacant space (Operating Cost reduction).
13. In accordance with the SFO Paragraph 4.6 entitled *Overtime Usage*, the rate for Overtime Heating and Cooling is established at \$25.00 per hour for the entire Government leased premises. The Lessor shall not charge the Government for Overtime Heating and Cooling if the building is open and the Heating and Cooling is operating for all other tenants beyond the Normal Hours stipulated in this agreement. The Overtime Heating and Cooling Usage rate shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day as specified by the lease agreement.
14. In accordance with the SFO paragraph 4.2 entitled *Tax Adjustments*, this lease is subject to real estate tax adjustment. The percentage of occupancy is 100% (single tenant building).

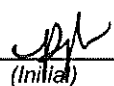
LESSOR

UNITED STATES OF AMERICA

BY \_\_\_\_\_

  
(Initial)

BY \_\_\_\_\_

  
(Initial)

15. Fees applicable to Tenant Improvements shall not exceed:  
General Conditions – 5.0% of \$449,788.74  
General Contractor – 5.0% of \$449,788.74  
Architectural/Engineering – 5.0% of the Total TI Construction Cost  
Lessor Project Management Fee – 7.0% of \$449,788.74

The combined fees shall not exceed the gross fee amount listed above. Lessor reserves the right to reallocate these fees provided that the combined aggregate fees shall not exceed the combined aggregate fees noted above.

16. In accordance with Paragraph 2.4, Broker Commission and Commission Credit, Studley Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Paragraph 2.B, only [REDACTED], or [REDACTED] of the Commission, will be payable to Studley. The remaining [REDACTED], or [REDACTED] which is the "Commission Credit", shall be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of this Lease, 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 full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Full Month's Rental Payment \$44,967.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent  
Second Full Month's Rental Payment \$44,967.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent  
Third Full Month's Rental Payment \$44,967.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent  
Fourth Full Month's Rental Payment \$44,967.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent

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.

18. All questions pertaining to this Lease shall be referred to the Contracting Officer of 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 authorized in writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

19. In the event a deed to the leased premises is not delivered to Lessor, or if Lessor does not otherwise acquire marketable title to the leased premises within sixty (60) days after the date of execution of this lease by the Government, then this lease, will be mutually terminated.

LESSOR

BY \_\_\_\_\_

(Initial)

UNITED STATES OF AMERICA

BY \_\_\_\_\_

(Initial)