

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
LEASE AMENDMENT ADDRESS OF PREMISES 2528 S. Malcolm X Boulevard Dallas, TX 75215	TO LEASE NO. LTX16964 PDN Number: N/A

THIS AMENDMENT is made and entered into between **WSSA DALLAS, LLC**

whose address is: **140 E. SECOND STREET, SUITE 220
FLINT, MI 48502**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to memorialize the commencement and expiration dates of the Lease and confirm the terms of the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 10, 2013 as follows:

1. Paragraph 1 of the Lease is deleted in its entirety and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises:

A total of 13,375 rentable square feet (RSF) of office and related space, which yields 11,631 ANSI/BOMA Office Area (ABOA) square feet of space at 2530 S. Malcolm X. Boulevard, Dallas, TX 75215, 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 ninety-two (92) onsite, surface parking spaces; forty-four (44) of which are secured surface parking spaces and the balance of forty-eight (48) surface parking space are for the use of the visiting public. All parking at the building is for the exclusive use of the Government."

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This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.


IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:


WSSA DALLAS, LLC

Signature: 
Name: _____
Title: _____
Entity Name: WSSA DALLAS LLC
Date: 8/2/2013

FOR THE GOVERNMENT:

Signature: 
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: August 13, 2013

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: _____
Title: MEMBER
Date: 8/2/2013

2. Paragraph 2 of the Lease is deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 10, 2013 and continuing through July 9, 2028.

3. Paragraph 3 of the Lease is deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor monthly in arrears at the following rate:

Months	Annualized Shell	Annualized Cost of Services	Annualized Tenant Improvement Allowance	Annualized Building Specific Security	Total Annual Rent
7/10/2013 – 7/09/2028	\$325,413.75	\$107,000.00	\$45,400.81 ¹	\$3,775.08 ²	\$481,589.64

¹Total Tenant Improvement Allowance is \$420,925.89 amortized for a period of 15 years at 7.0% interest.

²Total Building Specific Security is \$35,000.00 amortized for a period of 15 years at 7.00% interest.

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

WSSA DALLAS, LLC
 140 E. SECOND STREET, STE 220
 FLINT, MI 48502"

4. Paragraph 14 of the Lease is deleted in its entirety and replaced with the following:

"14. In accordance with SFO paragraph 4.6 entitled *Overtime Usage*, the rate for overtime usage is established as \$25.00 per hour for the entire building or any portion thereof. Overtime shall not be charged during normal building hours of operation or during the hours of operation set forth in the SFO paragraph 4.5 entitled *Normal Hours*. The cost to provide HVAC to those areas requiring 24 hour HVAC (LAN, etc.) will be reimbursed separately from rent at a rate of \$0.00/RSF/year."

5. Paragraph 18 of the Lease is deleted in its entirety and replaced with the following:

"18. In accordance with Paragraph 2.5 (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 two parties. Due to the Commission Credit described in Paragraph 2.5, 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 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 \$40,132.47 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent.
 Second Full Month's Rental Payment \$40,132.47 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent

INITIALS:  & 
 LESSOR GOVT

Third Full Month's Rental Payment \$40,132.47 minus prorated Commission Credit of [REDACTED] equals [REDACTED]
adjusted Third Month's Rent
Fourth Full Month's Rental Payment \$40,132.47 minus prorated Commission Credit of [REDACTED] equals [REDACTED]
adjusted Fourth Month's Rent
Fifth Full Month's Rental Payment \$40,132.47 minus prorated Commission Credit of [REDACTED] equals [REDACTED]
adjusted Fifth Month's Rent
Six Full Month's Rental Payment \$40,132.47 minus prorated Commission Credit of [REDACTED] equals [REDACTED]
adjusted Six Month's Rent
Seventh Full Month's Rental Payment \$40,132.47 minus prorated Commission Credit of [REDACTED] equals [REDACTED]
adjusted Seventh Month's Rent."

End of Lease Amendment No. 3

INITIALS: *h* & *kd*
LESSOR & GOVT