

STANDARD FORM 2
FEBRUARY 1965
EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

2/11/11

LEASE NO.

GS-07B-16840

THIS LEASE, made and entered into this date by and between BREF OF BNK TEXAS, LP

Whose address is 200 SOUTH 10TH ST
MCALLEN, TX 78501-4800

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:

The Lessor hereby leases to the Government the following described premises:

1. A total of 1,895 rentable square feet (RSF) of office and related space, which yields 1,598 ANSI/BOMA Office Area square feet (USF) of space at McAllen Neuhaus Tower, 200 South 10th Street, McAllen, TX 78501-4827 to be used for such purposes as determined by the General Services Administration. Included in the rent are eight reserved parking spaces, 2 of which shall be secured and reserved, and the remaining 6 shall be unsecured, reserved, surface spaces, all for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning upon completion of the Tenant Improvement (TI) work required by this lease and the acceptance of the Tenant Improvement work and space by the Government, and continuing for a period of ten (10) years, subject to termination and renewal rights as may be hereinafter set forth. Occupancy is required 90 working days after the Government Contracting Officer executes and provides Lessor with Notice to Proceed with the Tenant Improvement work via a Supplemental Lease Agreement (SLA).

3. For years 1 - 5, the Government shall pay the Lessor annual rent of \$46,238.00 which includes annual operating costs of \$13,265.00. Tenant Improvements in the total amount of \$68,937.72 (1,598 USF x \$43.14) shall be amortized through the rent for 5 years at the rate of 7.0%.

For years 6 - 10, the Government shall pay the Lessor annual rent of \$32,215.00, which includes operating costs of \$13,265.00, plus adjustments according to this underlying lease.

Rent for any lesser period shall be prorated. Rent payments shall be made to:

BREF OF BNK TEXAS LP
C/O BROOKFIELD REAL ESTATE OPPORTUNITY FUND
200 VESEY STREET, 11TH FLOOR
NEW YORK, NY 10281-1021

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

LESSOR
BREF OF BNK TEXAS

BY

IN PRESENCE

PR-AGENT

(Address)

UNIT

BY

MARY L. HEWSON
CONTRACTING OFFICER
Contracting Officer, General Services Administration

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4. The Government may terminate this lease in whole or in part at any time on or after year 5 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 XX 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 of the rental consideration, the following:
- A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 9TX2759 dated August 30, 2010, as amended.
 - B. Build out in accordance with standards set forth in SFO 9TX2759 dated August 30, 2010, as amended, and the Government's design intent drawings. Government space plans shall be developed after award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2.
 - 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 9TX2759, dated August 30, 2010;
 - B. Physical Security Requirements/Specifications for FDAT Facilities, dated 7/14/2009;
 - C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 6/08);
 - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07);
 - E. EX B Floor Plan.
 - F. Addendum I - McAllen Neuhaus Tower - Building Rules and Regulations

8. The following change was made to this Lease prior to its execution:
- A. Paragraph 5 was intentionally deleted in its entirety.

9. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$68,937.72 (1,598 USF x \$43.14) shall be amortized through the rent for 5 years at the rate of 7.0%.

10. In accordance with Subsection B(9) of the SFO paragraph entitled *Tax Adjustment*, the percentage of Government occupancy is established as 00.88% (1,895/215,342) (Government RSF/Total Building RSF).

11. In accordance with the SFO paragraph entitled *Operating Costs*, the escalation base is established as \$13,265.00/annum.

12. In accordance with Subsection C of the SFO paragraph entitled *Measurement of Space*, the common area factor is established as 1.1858% (1,895 RSF/1,598 USF).

13. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$3.00/USF for vacant space (rental reduction) if Government vacates the premise, in part. In the event Government wholly vacates the premises, rent will be reduced by the total Operating Expense Cost then in effect.

14. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$50.00 per hour for the entire Government leased space or any portion thereof. Overtime usage shall only apply outside the building's normal hours of HVAC operation. The building's normal hours are 7:00 a.m. to 5:00 p.m. Monday through Friday.

LESSOR

BY

(initial)

UNITED STATES OF AMERICA

BY

(initial)

15. The Lessor and the Broker have agreed to a cooperating lease commission of 4.0% of the firm term value of this lease. 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 the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego thirty-four (34) percent of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is \$[REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, 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 until fully recaptured over first three full months.

16. All questions pertaining to this Lease shall be referred to the Contracting Officer of the 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 any other authorized cost in writing by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to repairs, changes of scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

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. An enrollment form is attached to be completed and returned with this contract.

18. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions, and for alterations completed by either the Government or Lessor including initial build out of the lease space and/or any subsequent modifications required during the lease period. At the Government's sole discretion, alterations that remain in the leased space after termination of the lease contract will become property of the Lessor.

LESSOR

UNITED STATES OF AMERICA

BY

(Initial)

BY

(Initial)