

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

7/29/10

LEASE NO.

LAR16759

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

Whose address is 103 SE 2ND STREET
LINDSAY, OK 73052-5601

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 16,439 rentable square feet (RSF) of office and related space, which yields 14,249 ANSI/BOMA Office Area square feet (USF) of space at 1809 Latourette Drive, Jonesboro, Arkansas 72404-1809 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-eight (88) parking spaces 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 acceptance of the space by the Government and continuing for a term of fifteen (15) years subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent at the following rate:

Term Months	Annual Rent	Monthly Rent Payable in Arrears
1 - 3	\$176,853.57	\$14,737.80
4 - 180	\$612,517.14	\$51,043.10

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 8AR2055. Rent for a lesser period shall be prorated. Rent shall be made payable to:

ROCKY BLUFF, LLC
103 SE 2ND STREET
LINDSAY, OK 73052-5601

4. The Government may terminate this lease at any time after the 10th year by giving at least sixty (60) 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.

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

LESSOR
ROCKY BLUFF, LLC

BY

(Signature)

IN PRESENCE OF

(Signature)

Manager

(Title)

(Address)

UNITED STATES OF AMERICA

BY

(Signature)

Contracting Officer, General Services Administration

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, and special requirements in accordance with SFO 8AR2055. This is a fully-serviced lease in accordance with SFO 8AR2055.

B. Eighty-eight (88) on-site surface parking spaces.

C. Build out in accordance with standards set forth in SFO 8AR2055, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed within the scheduled timeframes stated in SFO 8AR2055. Lease term will commence on date of occupancy. The Lessor hereby waives restoration.

D. 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 8AR2055. (55 pages)

B. Amendment No. 1 to SFO 8AR2055 (1 page)

C. [REDACTED] Special Requirements Attachment (86 pages)

D. Solicitation for Offers Supplemental Requirements For Lease Construction Not Exceeding 30,000 RSF (9 pages)

E. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05]) (34 pages)

F. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07]) (7 pages)

G. Exhibit A – Base Plan (2 pages)

H. Exhibit B – Legal Description (1 page)

8. The following changes were made in this lease prior to its execution:

Paragraph 5 was deleted in its entirety without substitution.

9. In reference to the SFO paragraph 3.3 entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$503,702.15 (14,249 USF x \$35.35) shall be included in the gross rental rate. The tenant buildout costs of \$503,702.15 shall be amortized for a period of 120 months at 7.00%. The amortized tenant buildout costs are \$4.27/RSF.

10. In accordance with the SFO paragraph 4.1 entitled *Measurement of Space*, the common area factor is established as 1.15 (16,439 RSF/14,249 USF).

11. In accordance with the SFO paragraph 4.2 entitled *Tax Adjustment*, this lease is subject to real estate tax adjustment. The percentage of occupancy is 100%.

12. In accordance with the SFO paragraph 4.3 entitled *Operating Costs*, the lease is subject to operating cost escalation. The escalation base is established as \$6.35/RSF based on \$104,387.65/per annum and 16,439/RSF.

13. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$2.00/USF for vacant space (rental reduction).

14. In accordance with the SFO Paragraph 4.6 entitled *Overtime Usage*, the rate for overtime usage is established as \$25.00 per hour. Overtime shall not be charged during normal building hours of operation or during the hours of operation set forth in the SFO paragraph entitled "Normal Hours."

LESSOR

BY 

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15. Security costs in the total amount of [REDACTED] shall be amortized through the rent at [REDACTED] RSF for 120 months at the rate of [REDACTED].

16. The Lessor shall provide cleaning/maintenance within Tenant's space during tenant working hours, Monday through Friday excluding Federal Holidays.

17. The total square footage referred to in paragraph 1, Standard Form 2, is the total amount of space under lease by the Government. If the actual amount of space exceeds 14,249 ANSI/BOMA square feet, there will be no additional cost to the Government. If the actual amount of space is less than 14,249 ANSI/BOMA, the rent will be decreased accordingly.

18. In accordance with Paragraph 2.6 (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 Studley have agreed to a cooperating lease commission ("Commission"). The total amount of the Commission is [REDACTED], [(REDACTED) monthly rent x 3 months] + [REDACTED] monthly rent x 117 months]] x [REDACTED] Commission Rate. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.6, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental portion of the annual rental payments (\$435,663.57 / 12 months = \$36,305.30 per month) due and owing 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 (after the first three months of free shell rent) and continue until fully recaptured throughout the fourth full month of rental payment in the lease term as indicated in the following schedule of adjusted Monthly Rent:

Month 1:	First full month payment of \$51,043.10 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.
Month 2:	Second full month payment of \$51,043.10 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.
Month 3:	Third full month payment of \$51,043.10 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.
Month 4:	Fourth full month payment of \$51,043.10 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent

19. 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.

20. 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.

LESSOR

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