

LEASE NO. GS-07P-LOK17162

Succeeding/Superseding Lease
GSA FORM L202 (9/12)

This Lease is made and entered into between

Metropolitan Tulsa Investments LLC, a Delaware limited liability company, as to a 33 1/3% undivided interest, Mercury Tulsa, LLC, a Delaware limited liability company, as to a 33 1/3% undivided interest, Lancaster Tulsa, LLC, a Delaware limited liability company as to a 33 1/3% undivided interest

(Lessor), whose principal place of business is 2 West 2nd Street, Suite 22, Tulsa, OK 74103-3122, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

Williams Center Tower I, One West 3rd Street, Tulsa, OK 74103-3532

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon January 1, 2014, and continuing for a period of

20 Years, 10 Years Firm,

through December 31, 2033, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease shall be January 1, 2014.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR	FOR THE GOVERNMENT
Signature: [Redacted]	Signature: [Redacted]
Name: <u>ISMAEL OVED (MERCURY TULSA)</u>	Name: <u>CHRISTINA DOLAN</u>
Title: <u>MEMBER</u>	GSA Lease Contracting Officer
Date: <u>[Redacted]</u>	General Services Administration, Public Buildings Service
Signature: [Redacted]	Date: <u>01/07/2014</u>
Name: <u>KRISTY SPOUR</u>	WITNESSED FOR THE LESSOR BY:
Title: <u>Member</u>	Signature: [Redacted]
Date: <u>12/9/13</u>	Name: <u>THOMAS HINKS</u>
Signature: [Redacted]	Title: <u>AS: General Manager</u>
Name: <u>JACOB ABIKZER</u>	Date: <u>12-31-2013</u>
Title: <u>MEMBER</u>	
Date: <u>12/13/13</u>	

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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DUPLICATE/ORIGINAL

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (JUN 2012)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

- A. **Office and Related Space:** 41,676 rentable square feet (RSF), yielding 37,329 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 14th, 15th, and 16th floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. **Common Area Factor:** The Common Area Factor (CAF) is established as 11.645 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. **Parking:** 11 unreserved parking spaces as depicted on the plan attached hereto as Exhibit B, of which 11 shall be structured/inside parking spaces, and 0 shall be surface/outside parking spaces. In addition, Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. **Antennas, Satellite Dishes, and Related Transmission Devices:** Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM YR. 1 – YR. 5 JANUARY 1, 2014 – DECEMBER 31, 2018	FIRM TERM YR. 6 – YR. 10 JANUARY 1, 2019 – DECEMBER 31, 2023	NON-FIRM TERM YR. 11 – YR. 15 JANUARY 1, 2024 – DECEMBER 31, 2028	NON-FIRM TERM YR. 16 – YR. 20 JANUARY 1, 2029 – DECEMBER 31, 2033
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$411,758.88	\$ 453,434.88	\$ 474,272.88	\$ 495,110.88
TENANT IMPROVEMENTS RENT ²	\$0.00	\$0.00	\$ 0.00	\$ 0.00
OPERATING COSTS ³	\$ 275,895.12	\$ 275,895.12	\$ 275,895.12	\$ 275,895.12
BUILDING SPECIFIC SECURITY ⁴	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
PARKING ⁵	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$687,654.00	\$729,330.00	\$750,168.00	\$771,006.00

¹Shell rent calculation: \$9.88 per RSF multiplied by 41,676 RSF for Years 1-5; \$10.88 per RSF multiplied by 41,676 RSF for Years 6-10; \$11.38 per RSF multiplied by 41,676 RSF for Years 11-15; \$11.88 per RSF multiplied by 41,676 RSF for Years 16-20.
²The Tenant Improvement Allowance of \$NA is amortized at a rate of NA percent per annum over NA years.
³Operating Costs rent calculation: \$6.62 per RSF multiplied by 41,676 RSF
⁴Building Specific Security Costs of \$NA are amortized at a rate of NA percent per annum over NA years
⁵Parking costs described under sub-paragraph G below.

In instances where the Lessor amortizes either the TI or Building Specific Security for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any unamortized costs beyond the Firm Term.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 37,329 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. This subparagraph intentionally deleted.

LESSOR: LESSOR: FS LESSOR: JA GOVERNMENT: CD

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

F. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property, described in the paragraph entitled the Premises
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. This subparagraph intentionally deleted.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. DTZ Americas, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. 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. The Entire [REDACTED] of the Commission, will be payable to DTZ Americas, Inc. with the remaining [REDACTED], which is the Commission Credit, to 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 practicable.

B. This subparagraph intentionally deleted.

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (AUG 2011) INTENTIONALLY DELETED

This paragraph intentionally deleted.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	3	A
PARKING PLAN(S)	2	B
SECURITY REQUIREMENTS, LEVEL 2	3	C
SECURITY UNIT PRICE LIST	2	D
GSA FORM 3517B GENERAL CLAUSES	46	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	F
LEGAL DESCRIPTION	3	G

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)

The Government may elect to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIs. If the Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining Firm Term of the Lease.

1.09 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 13.418 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 41,676 RSF by the total Building space of 310,594 RSF.

LESSOR: [Signature] LESSOR: FS LESSOR: JA GOVERNMENT: CD

1.10 ESTABLISHMENT OF TAX BASE (JUN 2012)

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is \$234,669.00.

1.11 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$275,895.12/annum. The lessor must provide to the tenant monthly electrical meter reading (in Kilowatt hours KWH) for the lease space and the server room by floor.

1.12 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$7.00 per ABOA SF of Space vacated by the Government.

1.13 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$25.00 per hour per floor

In accordance with the paragraph entitled "Overtime HVAC Usage" the Government (tenant agency) shall pay separately for overtime usage of HVAC.

1.14 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor and separately metered so that the Government (tenant agency) pays the actual cost of the area receiving the 24-hour HVAC after normal business hours as defined in this lease. The Government (tenant agency) shall pay separately for said cost. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.15 BUILDING IMPROVEMENTS (SEP 2012)

The Lessor shall complete the following additional Building improvements at no cost to the Government within 180 Calendar Days from the date that finish selections are delivered to the Lessor as defined in the "Finish Selections" paragraph (5.02) of this lease.

- A. Painting:
 - Painting shall be in accordance with paragraph 5.07 of this lease.
 - Painting shall be performed after normal business hours with minimal disruption to the tenants' enjoyment of the space.
- B. Carpet:
 - Carpet shall be in accordance with paragraph 5.08 of this lease.
 - Carpet shall be performed after normal business hours with minimal disruption to the tenants' enjoyment of the space.
- C. Total cost of Painting and Carpet shall not exceed \$416,760.00 (\$10.00 per RSF X 41,676 RSF).
- D. The Lessor shall renovate the existing restrooms at their expense to meet building standards and local code or ordinances as stated in the "The Premises" paragraph (1.01) of this lease.

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