

LEASE NO. GS-07P-LOK17300

Standard Lease
GSA FORM L201C (September 2013)

This Lease is made and entered into between

DALE AND BERTHA JONES, LLC

(Lessor), whose principal place of business is 2428 SUNUP DRIVE, CLINTON, OK 73601, 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

410 OPAL STREET, CLINTON, OK 73601

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 acceptance of the Premises as required by this Lease and continuing for a period of

Ten (10) Years, five (5) Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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 Les

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Name: Dale Jones

Name: DUSTY GRIFFITH

Title:

Title: Lease Contracting Officer

Entity Name: Dale Jones

General Services Administration, Public Buildings Service

Date: 4-28-2014

Date: 7/25/14

Title: WITNESS

Date: 5-1-2014

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.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (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 requirements, 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: 4,859 rentable square feet (RSF), yielding 4,197 ANSII/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the first (1st) floor(s) of the Building, as depicted on the floor plan attached hereto as EXHIBIT B.

B. Common Area Factor: The Common Area Factor (CAF) is established as 15.8% (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 (SEP 2013)

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: Thirty-nine (39) parking spaces, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and thirty-nine (39) shall be surface/outside parking spaces. In addition, the 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: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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

	Firm Term Annual Rent	Non-Firm Term Annual Rent
Shell Rent:	\$70,546.74	\$70,546.74
Operating Costs:	\$32,651.67	\$32,651.67
Total Annual Rent:	\$103,198.41	\$103,198.41

1. The maximum Tenant Improvement Allowance (TIA) is established at \$162,819.2574. This component of the rent shall not activate until construction is complete and the required improvements are delivered and accepted by the Government. Once the space is accepted, the Total Annual Rent stated above will be adjusted to include the amortized tenant improvement component and memorialized in a Lease Amendment (LA).

2. The maximum Building Specific Amortized Capital Allowance (BSAC) is established at \$5,750.00. This component of the rent shall not activate until construction is complete and the required improvements are delivered and accepted by the Government. Once the space is accepted, the Total Annual Rent stated above will be adjusted to include the amortized Building Specific Amortized Capital component and memorialized in a Lease Amendment (LA).

B. INTENTIONALLY DELETED

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. INTENTIONALLY DELETED

E. 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.

F. 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), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. 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.

H. INTENTIONALLY DELETED

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. CBRE, 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. Only [REDACTED] of the Commission will be payable to CBRE, 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 the shell rent shall commence with the first month of rental payments following acceptance of the tenant improvements (and after the full rental has been established) and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in the shell rent shall commence with the first month of rental payments following acceptance of the tenant improvements (and after the full rental has been established) and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

C. The Commission and Commission Credits are subject to change based on adjustments outlined under the paragraph "Rent and Other Considerations."

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 ninety (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 (SEP 2013)

This Lease may be renewed at the option of the Government for a term of [REDACTED] YEARS at the following rental rate(s):

	Option Terms [REDACTED]	
	Annual Rent	Annual Rate/ RSF
Shell Rental Rate:	[REDACTED]	[REDACTED]
Operating Costs:	Operating cost basis shall continue from the [REDACTED] of the Lease. Option term is subject to continuing annual adjustments.	

provided notice is given to the Lessor at least 90 days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

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

Document Name	No. of Pages	Exhibit
Legal Description of the Premises	1	A
Floor Plan	1	B
Lease Amendment(s) Issued Under RLP Amendment No. 1	1	C
[REDACTED] Special Requirements Attachments -- Attachment 1: Office Hours Sign	1	D-1
[REDACTED] Special Requirements Attachments -- Attachment 2: [REDACTED] Monument Sign	1	D-2
[REDACTED] Special Requirements Attachments -- Attachment 3: Interview Window	3	D-3
[REDACTED] Special Requirements Attachments -- Attachment 4: Employee Entrance Combination Lock	2	D-4
[REDACTED] Special Requirements Attachments -- Attachment 5: Self-Help Counter	1	D-5

Special Requirements Attachments - Attachment 6: Storage Room Shelving	1	D-6
Special Requirements Attachments - Attachment 7: Multipurpose Room Sink/ Counter with Food Waste Disposal and Wall Cabinets	1	D-7
Special Requirements Attachments - Attachment 8: Satellite Dish	6	D-8
Special Requirements Attachments - Attachment 9: Wall Mount Drawing	1	D-9
Special Requirements Attachments - Attachment 10: SATV Preparation	15	D-10
Special Requirements Attachments - Attachment 11: Exterior Door Prep for Reversed Door Contacts	1	D-11
Special Requirements Attachments - Attachment 12: Generic Site Prep Package	3	D-12
Special Requirements Attachments - Attachment 13: Wiring/ Cabling Diagrams	26	D-13
Security Requirements - Facility Level II	5	E
GBA Form 3617B General Clauses	47	F
GBA Form 3618, Representatives and Certifications	10	G
Energy Efficiency and Conservation Improvements	1	H

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$182,519.2574. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 7.0% (percent).

only 100%
[Handwritten signature]

The Offeror will contribute ~~\$10,000.00~~ towards the tenant improvement allowance.

B. If the Government can issue its Notice to Proceed in accordance with Lease paragraph number 4.0(f) on or before 11/01/2015, the Offeror will reduce the annual interest rate from 7.0% (percent) to 6.80% (percent).

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2012)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent 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 unapplied amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
Architect/Engineer Fees (\$ per ABOA B# or % of TI Construction Costs):	3.0%
Lessor's Project Management Fee (% of TI Construction Costs):	8.0%
Lessor's General Contractor's Fee (% of TI Construction Costs):	10.0%

1.11 INTENTIONALLY DELETED

1.12 INTENTIONALLY DELETED

1.13 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 100% (percent). The Percentage of Occupancy is derived by dividing the total Government Space of 4,859 RSF by the total Building space of 4,859 RSF.

1.14 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$2,887.00. Tax adjustments shall not occur until the tax year following lease commencement has passed.

1.15 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$32,651.82/annum *ref*

1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

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 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 \$1.50 per ABOA SF of Space vacated by the Government.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- \$10.00 per hour for the entire Space.

1.18 INTENTIONALLY DELETED

1.19 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building Improvements - Installation of Energy Efficiency and Conservation Improvements in accordance with EXHIBIT H:

- A. Installation of Water Sense fixtures on all bathroom faucets.
- B. Installation of high-efficiency exterior LED lights with timers on parking lot lights.
- C. Installation of occupancy or vacancy sensors throughout the building.
- D. Installation of solar fabric or equivalent blinds or shades throughout the building.

1.20 INTENTIONALLY DELETED