

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

9-3-09

LEASE NO.

GS-07B-16658

THIS LEASE, made and entered into this date by and between **Oklahoma Tower Realty Investors, LLC**

whose address is **211 N. Robinson, Suite 308  
Oklahoma City, OK 73102**

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 consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises: Approximately 10,146 rentable square feet (RSF) of office and related space, which yields approximately 8,823 ANSI/BOMA Office Area usable square feet (USF) of space located on the eleventh (11<sup>th</sup>) floor of the Oklahoma Tower building located at 210 Park Avenue, Oklahoma City, Oklahoma and a total of forty (40) structured parking spaces located as follows: four (4) structured secured spaces in the City Center Garage, and thirty-six (36) structured spaces in the Century Center Garage shall be provided as a part of rental consideration and to be used for such general office purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning upon completion and acceptance of the Tenant Improvements by the Government as required by this lease and continuing for a period of 10 years, with a firm term of five (5) years subject to termination and renewal rights as may be hereinafter set forth. The actual lease term dates will be established by Supplemental Lease Agreement.

3. The Government shall pay the Lessor annual rent of **Years 1-5: \$309,623.02** at the rate of **\$25,801.91 per month** in arrears, **Years 6-10: \$269,709.98** at the rate of **\$22,475.83** per month in arrears. Rent for a lesser period shall be prorated. Rent shall be made payable to:

**Oklahoma Tower Realty Investors, LLC  
211 N. Robinson, Suite 308  
Oklahoma City, OK 73102  
Tax ID# 20-2579947**

4. The Government may terminate this lease in whole or in part at any time on or after the fifth (5<sup>th</sup>) year of acceptance of the leased space by the Government, the date at which the firm term starts is established in paragraph three. The date upon which the entire 10,146 RSF is accepted by the Government will be the date used to commence the five year firm term. After the FIFTH year by giving at least 90 days notice in writing to the Lessor the Government may terminate this lease in whole or part 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 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.~~


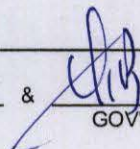
INITIALS:

MB & [Signature]  
LESSOR GOVT



6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. Such facilities, utilities, service, maintenance and tenant improvements shall be provided in accordance with the terms of the attached Solicitation for Offers (SFO) 8OK2109 dated October, 2008.
  - B. A total of FORTY (40) structured parking spaces located as follows: four (4) structured secured spaces in the City Center Garage, and thirty-six (36) structured spaces in the Century Center Garage shall be provided as a part of rental consideration.
  - C. Services, utilities and maintenance shall be provided daily extending from 7:00 AM to 5:00 PM, except Saturdays, Sundays and Federal holidays.
7. The following are attached and made a part hereof:
- A. Solicitation for Offer 8OK2109, dated October 2008, 49 pages.
  - B. General Clauses, GSA Form 3517B, 33 pages, (rev 11/05).
  - C. Representations and Certifications, GSA Form 3518, 7 pages, (rev 1/07).
  - D. Legal description of premises (1 page).
8. The following changes were made in this lease prior to its execution:
- A. The Government will amend this lease, with a Supplemental Lease Agreement, to establish occupancy/effective date upon completion of the required alterations and acceptance of the space. A mutual measurement will all be made at the time the space is complete and the lease will be amended to establish the actual square footage under the lease. The rental rate will be adjusted based upon the annual rate of \$25.02 per rentable square foot of space.
9. This lease is subject to a base operating rate adjustments as established in Paragraphs 4.3 Operating Cost Base of SFO 8OK2109. The base Operating Cost is established at \$3.63 per rentable square foot, \$36,829.98 per annum.
10. In accordance with Paragraph 4.6 Overtime Usage of SFO 8OK2109, the overtime HVAC services shall be provided at the rate of \$45.00 per hour. Overtime rates shall not be paid during normal building hours of operation 7:00 AM to 5:00 PM.
11. The amount of the Adjustment for Vacant Premises in accordance with Paragraph 4.4 Adjustment for Vacant Premises of SFO 8OK2109 is \$1.00 per RSF.
12. This lease is subject to real estate tax adjustment as established in Paragraph 4.2 Tax Adjustment of SFO 8OK2109. The percentage of occupancy has been established at ONE POINT NINE TWO percent (1.92%).
13. In accordance with Paragraph 4.1 Measurement of Space Section C. Common Area Factor of SFO 8OK2109, the common area factor is established as 1.15 (10,146 RSF/8,823 USF).
14. All questions pertaining to this Lease shall be referred to the Contracting Officer of the General Services Administration (GSA) or their assignee. The Government occupancy 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.
15. 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.

INITIALS:

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LESSOR & GOV'T



16. In accordance with Paragraph 2.4 (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 of [REDACTED] of the firm term value of this lease excluding [REDACTED]/rsf/year for parking payments ("Commission"). The total amount of the Commission is [REDACTED] (\$30.52 - [REDACTED] = [REDACTED] x 10,146 RSF x 5 years x [REDACTED] = [REDACTED]). 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 2.4, 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 shell rental portion of the annual rental payments due and owing shall be reduced 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 WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR Oklahoma Tower Realty Investors, LLC

BY [REDACTED] MARY B GAY \_\_\_\_\_  
(Signature)

IN PRESENCE [REDACTED] \_\_\_\_\_  
[REDACTED] 1601 NW Expressway, Ste 500  
[REDACTED] Mathews (Address) Oklahoma City, OK 73118

SERVICES ADMINISTRATION

[REDACTED] \_\_\_\_\_  
Contracting Officer  
(Official title)