

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

March 11, 2010

LEASE NO.

GS-07B-16692

THIS LEASE, made and entered into this date by and between **Tienda Development, LLC**

Whose address is 210 Park Avenue, Suite 2900
Oklahoma City, OK 73102 - 5606

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 **4,140 rentable square feet (RSF)**, which yields **3,600 ANSI/BOMA Office Area square feet (USF)** to be constructed on land, legally described as: a tract of land in the NW/4 of Section Eight (8), Township Seven (7) North, Range Thirteen (13) West of the Indian Meridian, Caddo County, State of Oklahoma, described as beginning at a point 1494.4 feet West of the NE/c of the NW/4 of Section Eight (8), (This also being the NE/c of Lot Five (5), sometimes also described as Block Five (5), of the "Replat" of McCall Addition sometimes also described as McCall's Addition); thence South 660 feet; thence West 165 feet; thence North 660 feet; thence East 165 feet to the point of beginning, (as shown on Exhibit A attached hereto). Included in the rent at no additional cost to the Government are twenty - five (25) on-site, surface parking spaces.

~~2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the leasehold improvements to be constructed by the Lessor are substantially complete through the following twenty (20) years, ten (10) years firm. Subject to termination rights as stated in Paragraph 4 of this lease. The date of substantial completion is estimated to be approximately 180 working days from the date the Contracting Officer gives the official notice to proceed. The acceptance inspection will be conducted within ten (10) working days of notification by the Lessor that the space is ready for occupancy. The occupancy date, square footage, and rental rate will be established by a Supplemental Lease Agreement based upon the Government and Lessor's agreement or actual field measurement for acceptance of beneficial occupancy.~~

3. The Government shall pay the Lessor annual rent as follows:

Years 1 - 10 \$93,812.40 at the rate of **\$7,817.70** per month in arrears
Years 11 - 20 \$77,293.80 at the rate of **\$6,441.15** per month in arrears

Rent for a lesser period shall be prorated. Lessor will sign up for electronic funds transfer. Rent shall be made payable to: Tienda Development, LLC, 210 Park Avenue, Suite 2900, Oklahoma City, OK 73102-5606

4. The Government may terminate this lease in whole or in part at any time on or after the firm term by giving at least thirty (30) 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. _____ signed their names as of the date first above written.



Tienda Development, LLC
(Title)

(Signature)

(Address)

Contracting Officer, General Services Administration

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

- A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 4OK0101 dated 01.07.09.
- B. Build out in accordance with standards set forth in SFO 4OK0101 dated 01.07.09, and the Government's design intent drawings. The Lessor hereby waives restoration.
- C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

6. The following are attached and made a part hereof:

- A. Solicitation for Offers 4OK0101 dated 01.07.09, and Amendment 1, dated 05.27.09.
- B. GSA Form 3517A entitled GENERAL CLAUSES (Rev. [11/05])
- C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [01/07])

7. In accordance with the SFO paragraph 3.2 entitled Tenant Improvements Included in Offer, Tenant Improvements in the total amount of \$118,557.24 (3,600 USF x \$32.94) shall be amortized through the rent for ten (10) years at the rate of 7%. (\$3.99 RSF / \$16,518.60 per annum)

8. The lease is subject to real estate tax escalation. The base year is the first year of full assessment after construction of the building. In accordance with the SFO paragraph 2.4 entitled Tax Adjustment, the percentage of Government occupancy is established as 100%.

9. The lease is subject to operating cost escalation. In accordance with the SFO paragraph 4.3 entitled Operating Costs, the escalation base is established as \$7.25/RSF (\$30,015.00 per annum).

10. In accordance with the SFO paragraph 4.1 entitled Measurement of Space, the common area factor is established as 1.15 (4,140 RSF / 3,600 USF).

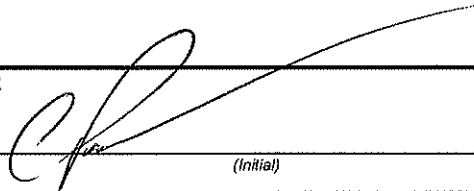
11. In accordance with the SFO Paragraph 4.6 entitled Overtime Usage, the rate for overtime usage is established as \$10.00 per hour.

12. All questions pertaining to the lease shall be referred to the Contracting Officer of the General Services Administration or their designee. The tenant agency 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 the Contracting Officer or their designee.

13. The Lessor will not be reimbursed for any services not provided for in this lease, including but not limited to repairs, alterations, or overtime services, nor will any rental be paid for occupancy in whole or in part, except for the term specified herein.

LESSOR

BY



(Initial)

UNITED STATES OF AMERICA

BY



(Initial)