

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

5-19-11

LEASE NO.

GS-07B-16851

THIS LEASE, made and entered into this date by and between MUSKOGEE USA, LLC.

Whose address is 4706 Broadway
Suite 240
KANSAS CITY, MO 64112

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 32,552 rentable square feet (RSF) of office and related space, which yields 30,709 ANSI/BOMA Office Area square feet (USF) of space [in a building to be constructed] at Arrowhead Mall, Muskogee, OK. This space is to be constructed on the site legally described as 501 N. Main St., known as Parcel G, and further described as Lot 6 of the Arrowhead Mall Subdivision, containing approximately 3.99 acres, Muskogee, OK 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 100 parking space to include :

- 40 parking spaces – structured and secured
- 40 parking spaces surface secured
- 20 parking spaces for visitors outside of the secure fence spaces for the exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on date the Government accepts the leased premises but not to exceed 180 calendar days following the Government's issuance of Tenant Improvement Notice to Proceed and continuing through fifteen years with ten years firm, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ 1,204,424.00(\$37.00/RSF - \$39.57/USF) at the rate of \$100,368.67per month in arrears for years 1 – 15

Rent for a lesser period shall be prorated. Rent shall be made payable to:

MUSKOGEE DOJ LLC
4706 BROADWAY, SUITE 240
KANSAS CITY, MO 64112

4. The Government may terminate this lease [in whole or in part] at any time on or after the tenth year by giving at least 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 have hereunto subscribed their names as of the date first above written.

[Redacted signature area]

Member, Muskogee USA, LLC
(Title)

4706 Broadway, Ste 240 KC, MO
(Address) 64112

[Redacted signature area]

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 XX 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, and maintenance in accordance with SFO 9OK2001 dated June 15, 2010 and amended November 4, 2010.
 - B. Build out in accordance with standards set forth in SFO 9OK2001 dated June 15, 2010 and amended November 4, 2010, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. 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.
 - D. Space for thirty (30) secured surface parking places will be needed for expansion upon notice and request of the Government.

- 7. The following are attached and made a part hereof:
 - A. Solicitation for Offers 9OK2001 dated June 15, 2010, and Amendment(s) 1 dated November 4, 2010.
 - B. Design Guide
 - C. [REDACTED] Specifications updated March 8, 2011
 - D. GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05])
 - E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
 - F. Operating Agreement of Muskogee [REDACTED] LLC
 - G. Assignable Option to Purchase Agreement
 - H. Form B, Request for Sensitive But Unclassified Documents
 - I. Exhibit A, Plat of Arrowhead Mall Subdivisions

8. In accordance with the SFO paragraph entitled *Tenant Improvement Included in Offer (Aug 2008)*, Tenant Improvements in the total amount of \$969,281.83 (30,709 USF x \$31.56(3445)) shall be amortized through the rent for 10 years at the rate of 7%. The total annual cost of Tenant Improvements for the amortization period shall be \$135,051.21.

9. The following change was made to this Lease prior to its execution. Paragraph 5 was intentionally deleted in its entirety.

10. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 100%.

11. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$5.54/RSF (\$180,338.08 per /annum).

12. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.06 (32,552 RSF/30,709 USF).

13. In accordance with the SFO paragraph 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 entitled *Overtime Usage*, The rate for overtime usage is established as \$35.00 per floor per hour for the entire building or any portion thereof for the normal business hours of 7:30 a.m. to 5:30 p.m. except Saturdays, Sundays and federal holidays.

15. Security costs in the total amount of \$521,619.00 shall be amortized through the rent for 120 months at the rate of 7% for an annual figure of \$72,677.27.

LESSOR

UNITED STATES OF AMERICA

BY OB

BY [Signature]

(Initial)

(Initial)

16. All questions pertaining to this Lease shall be referred to the Contracting Officer of the 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 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.

17. 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.

18. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions, and for alterations completed by either the Government or Lessor including initial build out of the lease space and/or any subsequent modifications required during the lease period. At the Government's sole discretion, alterations that remain in the leased space after termination of the lease contract will become property of the Lessor.

LESSOR

UNITED STATES OF AMERICA

BY



(Initial)

BY



(Initial)