

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE 4/19/11

LEASE NO. GS-07B-16898

THIS LEASE, made and entered into this date by and between **SIGHTS, WOLTERS, L.L.C.**

whose address is **10018 HWY 183 N  
CLINTON, OK 73601-0456**

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 5,675 rentable square feet (RSF) of office and related space, which yields 4,999 ANSI/BOMA Office Area square feet (ABOASF) of space [See Exhibit "A" – Floorplan] located at 506 West Utah Avenue, Chickasha, OK 73018-5852. Included in the rent at no additional cost to the Government are twenty-six (26) parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the premises as substantially complete and continuing for ten (10) years, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual Rent of \$169,135.56 at the rate of \$14,094.63 per month in arrears for years 1-5. This includes operating costs of \$27,400.00 per year as identified in paragraph 11 and the amortizing of the Tenant Improvement Allowance of \$170,406.11 as identified in paragraph 9. For years 6-10 the Government will pay the Lessor \$127,280.04 at the rate of \$10,606.67 per month in arrears. This includes operating costs of \$27,400.00 plus CPI's.

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

SIGHTS, WOLTERS, L.L.C.  
10018 HWY 183 N  
CLINTON, OK 73601-0456

4. The Government may terminate this lease in whole or in part at any time after the fifth (5<sup>th</sup>) year of the lease by giving at least ninety (90) 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.

5. ~~This Lease may be renewed at the option of the Government for the following terms and at the following rentals: DELETED.~~

LESSOR: **SIGHTS, WOLTERS, LLC**

SIGNATURE: [Redacted]

NAME OF SIGNER  
Kevin Wolters, Manager

ADDRESS  
10018 HWY 183 N, CLINTON, OK 73601-0456

SIGNATURE: [Redacted]

NAME OF SIGNER  
*Barbara Uowell*

UNITED STATES OF AMERICA

SIGNATURE: [Redacted]

NAME OF SIGNER  
Paula Barker  
OFFICIAL TITLE OF SIGNER  
LEASE CONTRACTING OFFICER

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# 9OK2076 dated 11/30/2010.
  - B. Build out in accordance with standards set forth in SFO# 9OK2076 dated 11/30/2010, 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.
  - C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
7. The following are attached and made a part hereof:
  - A. Solicitation for Offers # 9OK2076 dated 11/30/2010, 52 pages.
  - B. SFO Supporting Information to SFO# 9OK2076, 19 pages.
  - C. SFO Attachments to SFO# 9OK2076, 67 pages.
  - D. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05), 33 pages.
  - E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07), 7 pages.
  - F. Exhibit A – 8 1/2" x 11" Floorplan, 1 page.
  - G. Exhibit B –Legal Description, 2 pages.
8. The following changes were made in this lease prior to its execution:
  - a) Paragraph 5 was deleted in its entirety
9. In accordance with the SFO paragraph 3.2 entitled Tenant Improvements, rent shall include a Tenant Improvement Allowance (TIA) of \$170,406.11 which is amortized at the interest rate of 7% over 5 years. The TI will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Government.
10. In accordance with the SFO paragraph 4.2 entitled Tax Adjustment the percentage of Government occupancy is established as 100%. (5,675 RSF / 5,675 RSF).
11. In accordance with the SFO paragraph 4.3 entitled *Operating Costs* the escalation base is established as \$27,400.00.
12. In accordance with the SFO paragraph entitled 4.1(C) *Common Area Factor*, the common area factor is established as 1.13523 (5,675 RSF/4,999 USF).
13. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$2.15/USF for the space vacated by the Government prior to expiration of the term of the lease.
14. In accordance with the SFO Paragraph 4.6 entitled *Overtime Usage*, the rate of \$7.50 per hour for the entire building or any portion thereof. Overtime will not be charged for normal building operating hours.
15. In accordance with Paragraph 4.5 (Normal Hours), hours of operation are established to be 7:00 AM to 5:00 PM, except Saturdays, Sundays and Federal holidays.
16. In accordance with SFO Paragraph 2.4 Broker Commission and Commission Credit, CBRE ("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 payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in SFO Paragraph 2.4, only [REDACTED] of the Commission, will be payable to the Broker 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 full month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease 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 as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$14,094.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$14,094.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Payment \$14,094.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

**NOTE: Commissions and/or credits are treated as confidential financial information and are not for public disclosure. The information is not for use for any other purpose than that for which is provided without consent of the GSA Lease Contracting Officer.**

17. The General Conditions shall be at the rate of 10% and the General Contractor's Fee shall be at the rate of 10%.
18. The Architectural/Engineering Fees shall be at the flat rate of \$85.00 per hour.
19. The Lessor Mark-up shall be 8% of the total project costs.
20. 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.
21. 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.