

**Tenancy Agreement
Special Form for GSA**

PAGE BELCHER FEDERAL BUILDING
333 West 4th Street
Tulsa. OK 74103

TENANCY AGREEMENT
NUMBER: OK 74103-001

1. THIS Tenancy Agreement (hereinafter "Agreement") is entered into, by and between the [REDACTED] hereinafter called [REDACTED], and the UNITED STATES OF AMERICA, acting through its GENERAL SERVICES ADMINISTRATION, hereinafter called GSA, for the use and occupancy in the above described property, under the terms and subject to the conditions contained herein.

2. [REDACTED] hereby leases to GSA 191,505 rentable square feet (SF) of office and related space located on the 1st through 4th and penthouse floor(s) of the Building, as identified on the floor plan(s) attached hereto as Exhibit A and hereby incorporated herein (hereinafter called "Premises" or "premises") in the above-described building.

3. TO HAVE AND TO HOLD the premises with their appurtenances for the fixed term beginning April 1, 2014 and ending on March 31, 2024 for a total of ten (10) years.

4. Renewal Term. [REDACTED] grants GSA the option to renew the Agreement for an additional term of five years ("Renewal Term") on the same terms and conditions of this Agreement with the exception of the rental rate which shall be determined in accordance with this Paragraph 5, 5a and 5b. The right of renewal herein granted shall be subject to an exercised in accordance with the following terms and conditions:

a. GSA shall provide [REDACTED] written notice of its intent to exercise no less than 24 month prior to the end of the fixed term. In the event GSA fails to provide timely notice, GSA waives its right of renewal and such right will lapse and be of no further force and effect.

b. In the event GSA timely exercises its right of renewal, the parties agree that the rental rate shall be determined by a Fair Market Rent Appraisal prepared by the [REDACTED] within one year prior to the end of the fixed term.

5. GSA shall pay [REDACTED] an annual rent of \$14.25 a square foot for a total of 191,505 rentable sf and as further specified in the Exhibit B attached hereto and hereby incorporated herein. The specified rent includes payment for GSA's share of common area operating costs in the building and amortized tenant improvements, if applicable.

Rent is payable monthly in arrears. All payments shall be made payable to the Disbursing Officer, [REDACTED], and contain the following [REDACTED] finance/sublocation number for identification purposes: 398349-G20. All payments are to be paid by check, electronic funds transfer, or Treasury check and delivered to the Disbursing Officer, Accounting Service Center, [REDACTED] P.O. Box 21888, Eagan, MN 55121-0888 by mail or otherwise on or before the last day of each month.

6. Except for telephone and/or other telecommunication services which includes but is not limited to internet and cable services [REDACTED] shall furnish GSA with all utilities as presently installed. [REDACTED] will provide custodial services per Handbook MS-47, Housekeeping - Postal Facilities, and any other then current [REDACTED] standards for custodial services which [REDACTED] shall provide in writing to the GSA.

**Tenancy Agreement
Special Form for GSA**

█ agrees to maintain temperatures in the premises in accordance with the recommendations contained in Handbook AS-558, Facility Energy Management Guide.

7. GSA has inspected and knows the condition of the building and premises and agrees, except for latent defects, to accept same in its 'as is' condition without any obligation on the part of █ to make any additions, improvements or alterations thereto.

8. Additions, Improvements, Repairs or Alterations:

a. The GSA shall have the right during the existence of this Agreement to make alterations, attach fixtures, and erect structures in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the GSA and shall be removed or otherwise disposed of by the GSA.

b. Except where there is imminent danger to human health and safety, GSA shall not make any additions, improvements, repairs, or alterations to the premises, without the prior written consent of █ in each and every instance. █ agrees that such consent shall not be unreasonably withheld. If this provision is violated, GSA is responsible for the cost of removal and restoration, plus applicable administrative cost.

c. In the event GSA makes any additions, improvements, repairs, or alterations to the premises, GSA shall comply with all applicable federal laws, ordinances and regulations and obtain and pay for all licenses and permits as may be required.

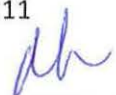
d. GSA shall perform all additions, improvements, repairs or alterations in a sound manner and shall not do anything that directly or indirectly negatively impacts the structure, the equipment already in place, the building systems or the use and enjoyment of █ or other tenants in the building. GSA shall be responsible for immediately correcting, repairing and/or remediating all negative impacts caused by its actions.

9. █ shall, except for damages resulting from the act or negligence of GSA, its agents or employees, maintain in good repair and tenantable condition the building shell elements provided by the █ at the commencement of this TA. Subject to the prior written approval of █ said approval not to be unreasonably withheld, GSA agrees to fund the replacement and renewal or alteration of tenant improvements, including, but not limited to, new carpeting, repainting, plumbing, electrical and HVAC, which are necessary during the term of its tenancy.

10. GSA shall use reasonable care in the occupation and use of the premises. Upon the expiration of this Agreement, GSA shall at its sole cost and expense vacate the premises, remove its personal property there from and forthwith yield and place █ in peaceful possession of the premises, free and clear of any liens, claims, or encumbrances caused by GSA and restore the premises in as good condition as the premises existed at the commencement of this Agreement, ordinary wear and tear excepted.

11. GSA agrees not to use the premises in any way which, in the reasonable discretion of the █ poses a hazard to the █, the general public, the premises, other tenants, or the building in part or whole; nor shall GSA use the premises so as to cause damage, annoyance, or nuisance to the other building occupants or others.

12. GSA, GSA's agents, employees, invitees and visitors may use the premises only for lawful



Tenancy Agreement
Special Form for GSA

purposes consistent with the requirements of applicable laws, codes and regulations, and shall comply fully with all applicable Rules and Regulations Governing Conduct or [REDACTED] (Title 39, Code of Federal Regulations, Part 232) as attached hereto or subsequently amended, provided GSA is notified of such amendment by [REDACTED]

13. a. [REDACTED] reserves the right to enter the premises at all reasonable hours to inspect it, show same or to make such repairs, additions or alterations, as [REDACTED] considers necessary.

b. Except in emergency situations, the [REDACTED] must provide reasonable advance notice to GSA and GSA or its tenant agency customers must have given prior consent for [REDACTED] to enter its occupied space to inspect it, show it, or to make repairs, additions or alterations, such consent not to be unreasonably withheld, conditioned or delayed.

14. [REDACTED] shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the premises, nor for damages to the property or injuries to the person of GSA or of others who may be on said premises at GSA's invitation and GSA shall hold [REDACTED] harmless from any and all claims for such damages or injuries to the extent permitted under Federal law and only to the extent of available appropriations. In the event no funds are available to GSA at the time that GSA needs such funds to reimburse the [REDACTED] as contemplated above, GSA agrees that it will diligently seek to obtain additional appropriations for such purposes.

15. Dispute Resolution: The parties understand that from time to time disputes may arise between them and that there is a need for an effective dispute resolution process so as to maintain their working relationship. As a result, the Contracting Officers for each party agree that they will make good faith efforts to resolve disputes under this Agreement. Should the Contracting Officers be unable to reach an informal resolution within a reasonable time frame, the parties shall consider mediation or arbitration of the dispute.

a. Mediation. The parties shall mutually agree on the mediator, and shall share equally all costs, if any, of the mediation. The mediation may be conducted in person or by phone. The parties may each propose a mediator for consideration by the other party, and any such proposed mediator may include Board of Contract Appeals judges. Any recommendation or decision of the mediator shall be non-binding, but the parties shall make good faith efforts to reach a final resolution of the dispute based on the mediator's recommendation or decision. Any resolution signed by both parties resulting from the mediation shall be final and binding on the parties only to (1) the extent permitted under Federal law and (2) the extent of available appropriations. In the event no funds are available to GSA at the time that GSA needs such funds to reimburse the [REDACTED] as contemplated above, GSA agrees that it will diligently seek to obtain additional appropriations for such purposes.

b. Arbitration. The parties may engage in arbitration, under and subject to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. The arbitration shall be before a panel of three (3) arbitrators, chosen according to the rules of the AAA from among its Panel of Commercial Arbitrators within two (2) weeks of the first filing before the AAA, each of whom shall be and remain independent of the parties. [REDACTED] shall appoint one arbitrator, GSA shall appoint one (1) arbitrator, and the two (2) appointed arbitrators shall choose the third (3rd) arbitrator who will act as the chairperson of the arbitration. If the two (2) arbitrators appointed by the parties are not able to agree on the third arbitrator within thirty (30) days from the date that the last such arbitrator was appointed, the third arbitrator shall be appointed by the AAA. Each of such appointees must, however, meet the qualifications set forth in the second sentence of this paragraph. The arbitrator shall be bound by and

Tenancy Agreement
Special Form for GSA

required to apply federal law, with respect to all substantive and procedural law applicable to the interpretation of this Agreement, its enforcement, and the responsibilities and duties of the parties which arise out of this Agreement. Any recommendation or decision of the arbitrators shall be non-binding, but the parties shall make good faith efforts to reach a final resolution of the dispute based on the arbitrators' recommendation or decision. Any resolution signed by both parties resulting from the arbitration shall be final and binding on the parties only to (1) the extent permitted under Federal law and (2) the extent of available appropriations. In the event no funds are available to GSA at the time that GSA needs such funds to reimburse the [REDACTED] as contemplated above, GSA agrees that it will diligently seek to obtain additional appropriations for such purposes.

16. GSA's or its tenant agency's name and location may be placed on the building directory, floor directory and/or door plate, if the building is so equipped. No signs of the GSA shall otherwise be placed inside or outside of the premises unless specifically authorized by the [REDACTED] in writing.

17. All terms and conditions of this Agreement may be modified by the mutual written consent of the parties and in accordance with Paragraph 19. The failure of the parties to insist in any one or more instance upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition. The parties' obligation with respect to such future performance shall continue in full force and effect.

18. Any notice or advice to or demand upon GSA shall be in writing and shall be deemed to have been given or made on the day when it is deposited in the mail by certified mail to the GSA's address indicated on the signature page herein, or at such other address as GSA may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon [REDACTED] shall be in writing and shall be deemed to have been given or made on the day when it is deposited in the mail by certified mail to the [REDACTED]'s Contracting Officer at the address indicated on the signature page herein, or at such other address as [REDACTED]'s Contracting Officer may hereafter from time to time specify in writing for such purpose. The Contracting Officer is the [REDACTED]'s representative and is the only person who has authority to sign or amend the terms or conditions of this Agreement on behalf of [REDACTED]. To be binding on either party, any amendment or modification to the terms or conditions of this Agreement must be in writing and agreed to by the [REDACTED] Contracting Officer and the GSA official authorized to bind the agency.

19. a. GSA shall neither transfer nor assign this Agreement or any of its rights hereunder, nor sublet the premises or any part thereof or any property thereon nor grant any interest, privilege or license whatsoever in connection with this Agreement (other than to a federal entity) without the prior written consent of the [REDACTED] Contracting Officer. In all events, GSA shall remain obligated to pay rent and to perform all other covenants under this Agreement.

b. GSA may assign federal agency tenants to its space with prior notice to [REDACTED] and without further authorization.

c. In the event that [REDACTED] consents to GSA leasing or subleasing all or any portion of the premises to a party other than a federal entity, and a state or local tax is imposed upon the occupancy, use, possession, or leasehold interest of or in the premises, the obligation for the payment of the tax will be wholly that of GSA.

20. GSA's normal hours of operations are established as 7 AM to 6 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance and utilities shall be provided during these

Tenancy Agreement
Special Form for GSA

hours. GSA shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power.

However, with the exception of nominal lighting and use of office equipment, use beyond the 11-hour shift per day and/or 5 days per week, or involving electrical usage above that of normal commercial office space (as determined by [REDACTED] in its sole and reasonable discretion), is subject to an additional charge in order to compensate [REDACTED] for additional services including but not limited to custodial, security, and utilities (hereinafter referred to as "Overtime")/ the Overtime rate for utilities shall be \$125.00 per hour and custodial shall be \$75.00 per hour.

21. Hazardous/Toxic Conditions Clause:

a. [REDACTED], as owner, and GSA, as tenant, shall comply with all federal, and other applicable rules, laws, regulations, ordinances and licensing or permit requirements which affect the environment and physical integrity of the premises or its surrounding area. If any activity of GSA or its tenant agency(s) involves the storage on premises, shipping to or from the premises or any use on the premises of any material, chemical or agent that qualifies as a hazardous or toxic substance under federal, or other applicable regulations or is an unregulated substance that has hazardous characteristics and is used, stored or transported in sufficient quantities to qualify as hazardous material, then it is the obligation of GSA to ensure that all applicable regulations, licensing or permit requirements are complied with and copies of all licenses, permits or authorizations for the use, shipment, storage or transport of such materials are forwarded to the Contracting Officer as well as copies of any citations or listing of infractions and subsequent corrections by GSA or its tenant agency(s). Copies of any changes in any and all licenses or permits must be forwarded to the Contracting Officer. Where more than one rule or regulation applies, the more stringent will apply. If any federal or other applicable law, regulation, rule or ordinance requires the filing of periodic reports by GSA or its tenant agency(s), it shall be the obligation of GSA under this Agreement to file a copy of any such periodic report(s) with the [REDACTED] Contracting Officer at the same time such report(s) is filed with the federal, state or local government or its assignee.

b. If any contamination or toxic condition, as reasonably determined by the Contracting Officer, occurs due to the handling, use, storage or transfer by the GSA or its tenant(s) of any material, whether such contamination, violation or hazardous condition is discovered during the term or after the expiration of this Agreement, GSA or its tenant agency shall be responsible for removal or remediation of the hazardous or toxic condition in accordance with federal or other applicable regulations and permit requirements. Notwithstanding any other clause in this section or in the Agreement, GSA or its tenant agency(s) shall remove all hazardous material from the property at the expiration of the Agreement and provide copies of all permits, notices and manifests required for such removal to the Contracting Officer.

c. In addition to Paragraph 14, [REDACTED] has the right to enter GSA-occupied space to inspect or remedy any imminent threats to life and safety.

22. Nothing contained in this Agreement shall be construed as to prohibit [REDACTED] ability to transfer ownership of the property. [REDACTED] will give GSA written notice of any proposed transfer of ownership promptly upon execution of a contract for the sale and purchase of the property. Such notice will include the name of the contract purchaser and, if the entity is not an individual, the names of the individuals that directly or indirectly control the entity. In addition, [REDACTED] will notify GSA within 10 days after the transfer of title. If ownership of the property is transferred to an entity other than a department or agency of the U.S. Government, GSA agrees to recognize the change of ownership, expressly subject, however,

Tenancy Agreement
Special Form for GSA

to the following terms and conditions:

a. GSA and the new owner must comply with the requirements of Federal Acquisition Regulation (FAR) subpart 42.12.

b. At the closing of the sale of the property from [REDACTED] to the new owner, GSA and the new owner will (i) complete the novation process described in FAR subpart 42.12, provided that recognition of the new owner as lessor is in the interest of the Government, such determination by GSA not to be unreasonably withheld, conditioned or delayed, and (ii) execute a succeeding Lease Agreement in the form attached to the Tenancy Agreement as Exhibit C and incorporated herein by reference, including the then-current versions of the GSA General Clauses (Standard Form 3517B) and the Representations and Certifications (Standard Form 3518),

c. As a condition for being recognized as the new lessor and for GSA's commencement of its obligation to pay rent, the new owner must execute the succeeding Lease Agreement, complete a Central Contractor Registration (see FAR § 52.232-33) and complete and sign the Representations and Certifications (Standard Form 3518). GSA agrees to provide such information as the new owner may reasonably require to complete the Central Contractor Registration and the Representations and Certifications.

d. With respect to any amounts that GSA claims are due and owing to GSA or that [REDACTED] claims are due and owing to [REDACTED] under the Tenancy Agreement for claims that arose prior to the date of conveyance of the property, each party agrees to look solely to the other party and not the new owner for resolution of the payment of such amounts following closing. Each party's obligation to pay any amounts due under the Tenancy Agreement for claims that arose prior to the date of conveyance of the property will survive the closing and sale of the property and the termination of this Tenancy Agreement. Notwithstanding any other provision of this Tenancy Agreement to the contrary, GSA will not be responsible for the payment of any rent to [REDACTED] after the date of conveyance for rent that is or becomes due and payable on or after the date of conveyance, or for any repayment of any remaining unamortized balance of any tenant improvements financed through [REDACTED] or repayment of any remaining unamortized rent concession not yet earned.

Signatures on the following page



**Tenancy Agreement
Special Form for GSA**

Agreed to on behalf of the UNITED STATES OF AMERICA, acting through its GENERAL SERVICES ADMINISTRATION this 27 day of May June, 2014

Contracting Officer
Public Buildings Service (7PRC)

GSA Address: 819 Taylor Street, Fort Worth, TX 76102-6124
Telephone No: (819) 978-3358

Agreed to by THE [redacted] this 27 day of May, 2014

Tom Samra

[redacted] Contracting Officer

[redacted] Address: 475 L'Enfant Plaza SW, Washington, DC 20260-1861
Telephone No: (202) 268-3389

Attachments:

- Exhibit A – Plans of Leased Space
- Exhibit B – Rental Rate
- Exhibit C – GSA Lease Form
- Rules and Regulations Governing Conduct on [redacted]