

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE August 11, 2008

LEASE NO. GS-07B-16502

THIS LEASE, made and entered into this date by and between:

whose address is:

Sights, Wolters LLC
10018 U.S. 183 North
P.O. Box 456
Clinton, OK 73601

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:

12,573 rentable square feet (RSF) yielding 10,933 ANSI/BOMA Office Area square feet (USF) of ground floor office space, located at the southwest corner of North 24th Street and Shawnee Bypass, Muskogee, OK 74401, to be used for such purposes as determined by the General Services Administration (GSA), and more particularly described as Lots 1 and 2 in Home Acres Addition, City of Muskogee, Muskogee County, Oklahoma.

Included in the rent at no additional cost to the Government are sixty (60) surface parking spaces for Government employees and visitors.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning upon completion and acceptance of the work required by this lease and continuing for a period of fifteen (15) years, with a firm term of ten (10) years, subject to termination and renewal rights as may be hereinafter set forth.
3. During years 1 through 10, the Government shall pay the Lessor annual rent of \$363,233.94 at the rate of \$30,269.50 per month in arrears. During years 11 through 15, the Government shall pay the Lessor annual rent of \$310,801.05 at the rate of \$25,900.09 per month in arrears.

Rent is subject to a physical mutual measurement and will be based on the rate, per RSF as noted above, and the actual RSF in accordance with Paragraph 26, entitled "Payment" in the GENERAL CLAUSES. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed 12,573 RSF. Rent for a lesser period shall be prorated. Rent checks shall be deposited electronically and made payable to:

Sights, Wolters LLC
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4. The Government may terminate this lease in whole or in part at any time after year ten (10) by giving at least sixty (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.
5. 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. 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 will remain in the leased space after termination of the lease contract will become property of the Lessor.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
 - a. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO No. 6OK0069.
 - b. Full fire, life safety, and handicapped accessibility as specified in SFO No. 6OK0069.
 - c. Buildout in accordance with standards set forth in SFO No. 6OK0069 and the approved Design Intent Drawings to be developed by the Government subsequent to award. The approved Design Intent Drawings will be incorporated as part of the Lease by Supplemental Lease Agreement.
 - d. Deviations to the approved space layouts will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
 - e. Occupancy is required 180 days from the date the notice to proceed with construction is issued to the Lessor.
7. The following are attached and made a part hereof:
 - a. Paragraphs 9 through 22, printed on pages 3 and 4;
 - b. SFO No. 6OK0069, dated July 23, 2007, consisting of 45 pages;
 - c. AGENCY SPECIAL REQUIREMENTS (Attachment No. 1), consisting of 67 pages;
 - d. GSA Form 3517B, GENERAL CLAUSES (REV 11/05), consisting of 33 pages;
 - e. GSA Form 3518, REPRESENTATIONS AND CERTIFICATIONS (REV 07/04), consisting of 7 pages;
 - f. Legal Description, consisting of 2 pages.
8. Cost adjustments and termination rights shall be adjusted to coincide with any revised actual commencement date. The commencement date, as stated in Paragraph 2 above, is the estimated commencement date. The actual commencement date will be established by Supplemental Lease Agreement to the lease, if necessary. The lease will then be in effect for fifteen (15) years, ten (10) years firm, subject to termination rights as specified in Paragraph 2 above. The anniversary date for annual escalations, operating cost adjustments, and termination rights shall be adjusted to coincide with any revised actual commencement date.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR Sights, Wolters LLC

BY

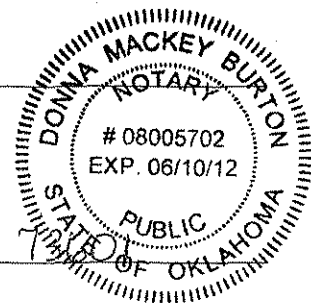
Kevin Wolters
(Signature)

L.R. Sigler
(Signature)

IN PRESENCE OF:

Donna Mackey Burton
(Signature)

Clinton OK
(Address)



UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

Nancy Lopez
(Signature) Nancy Lopez

Contracting Officer
(Official title)

kw RLS

9. In accordance with Paragraph 3.6, Operating Costs, and Paragraph 3.7, Operating Costs Base, in SFO No. 6OK0069, the annual escalation base is established as \$3.86 per RSF.
10. The rental rate in Paragraph 3 above includes Tenant Improvements in the amount of \$360,133.02. This amount shall be amortized at an interest rate of 8.00% over the ten (10) year firm term at a rate of \$52,432.89 per annum, which breaks down to \$4,369.41 per month. If the tenant improvement cost exceeds \$32.94 per USF, the balance due the Lessor will be paid by rental adjustment or lump sum, to be determined by the Government. If the entire estimated Tenant Improvement (TI) Allowance of \$32.94 per USF is not used, the Government will adjust the rental rate downward to offset the difference in the TI Allowance. The Lessor understands, in lieu of Cost and Pricing Data, his contractor or each of his subcontractors shall solicit three (3) bids for work completed as part of the initial tenant alterations, e.g. for electrical, plumbing, etc. The lowest responsive bid will be accepted. This does not apply to shell build out.
11. Upon signed acceptance of the leased premises by the Government, the space shall be measured and rent shall be paid in accordance with Clause Number 23, entitled "Prompt Payment", in GSA Form 3517B, General Clauses, at the rate of:

Years 1 – 10		
	<u>Annual Rent</u>	<u>Monthly Rent</u>
Shell Rent	\$262,301.05	\$21,858.42
TIA	\$52,432.89	\$4,369.41
Operating Costs	\$48,500.00	\$4,041.67
Full Service Rent	\$363,233.94	30,269.50

Years 11 – 15		
	<u>Annual Rent</u>	<u>Monthly Rent</u>
Shell Rent	262,301.05	\$21,858.42
Operating Costs	\$48,500.00	\$4,041.67
Full Service Rent	\$310,801.05	\$25,900.09

12. It is understood and agreed that for real estate tax adjustment purposes, in accordance with Section 3.4, Tax Adjustment, in SFO No. 6OK0069, the Government will occupy 100.00 percent of the rentable square foot area of the building.
13. Pursuant to Paragraph 7.3, Overtime Usage, in SFO No. 6OK0069, upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air conditioning at any time beyond normal service hours (7:00 am to 5:00 pm, excluding Sundays and federal holidays) at the rate of \$19.50 per hour.
14. Pursuant to Paragraph 3.13, Adjustment for Vacant Premises, in SFO No. 6OK0069, in the event the Government vacates in whole or in part prior to lease expiration, the rental will be reduced by \$2.28 per RSF.
15. The lease Common Area Factor is 1.00.
16. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

INITIALS:

LESSOR

GOVERNMENT

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 of \$30,269.50 minus one half of the Commission Credit [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$30,269.50 minus the outstanding balance of the Commission Credit [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

17. Lessor shall not construct, change, alter, remove, or add to the leased area without prior notification and approval from the GSA (the Contracting Officer or his/her representative) as well as acknowledgement of funding for any changes to the Tenant Improvement costs, approved prior to the Notice to Proceed with build out of the Tenant's space.
18. If the property housing the leased premises is sold or transferred, the following information is required before the Government can acknowledge the successor in interest and change the payee for rent or other payments:
 - (I) Evidence of the transfer of title;
 - (II) A letter from successor Lessor (transferee) assuming, approving, and adopting the lease and agreeing to be bound by its terms;
 - (III) A letter from prior Lessor (transferor) waiving all rights under the lease as against the United States of America, except unpaid rent through a specified date, usually the date of ownership transfer; and
 - (IV) The IRS tax identification number of the new owner.

Where leased premises are transferred by death of the Lessor, a copy of the letters of administration when there is no will, showing the Lessor(s), is required. Unless an interim court order is received, rents will be accrued and paid to the new owner(s) upon final settlement of the estate.

19. All questions pertaining to this lease should be referred to the Contracting Officer of the GSA or his/her designee. The Government occupant is not authorized to administer this lease. The 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 his/her designee.
20. All terms and conditions of this lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral, between the Lessor and Government prior to the execution of this lease are not applicable or binding. This agreement may be amended only by written instrument executed by the Lessor and Government.
21. The GSA represents that the Contracting Officer is an agent with authority to enter into this lease on behalf of the Government and executes this document in his or her Official capacity only, and not as an individual.
22. The Lessor agrees to waive the right of restoration costs, and claim for waste or damage arising from any work accomplished in connection with the initial space preparation, and waives all restoration rights for the alterations performed after the initial occupancy included in the lease.

INITIALS:

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& GOVERNMENT