

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

12/2/10

LEASE NO.

GS-07B-16825

THIS LEASE, made and entered into this date by and between DALE & BERTHA JONES, LLC

whose address is 2428 SUNUP DR CLINTON, OK 73601-2905

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 5,290 rentable square feet (RSF) of office and related space, which yields 4,867 ANSI/BOMA Office Area square feet (USF) of space located at 900 Leisure Lane, Bartlesville, OK (otherwise known as Lot Four, Terrel Taylor Addition, Bartlesville, Washington County, Oklahoma) 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 twenty-seven (27) 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.

The Government shall pay the Lessor annual rent of \$163,672.60, paid monthly in arrears for years one (1) through five (5), and annual rent of \$125,796.20, paid monthly in arrears for years six (6) through ten (10). 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 checks shall be made payable to:

DALE & BERTHA JONES, LLC
2428 SUNUP DR
CLINTON, OK 73601-2905

3. The Government may terminate this lease in whole or in part at any time after the fifth (5th) year of the lease by giving at least one hundred and 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.

4. Paragraph 5 is omitted.

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# 00K2007 dated 08/20/2010.
B. Build out in accordance with standards set forth in SFO 00K2007 dated 08/20/2010, 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

INVESTMENT, LLC, a Delaware limited partnership

NAME OF SIGNER

Dale Jones, Manager

NAME OF SIGNER

Juh-Ree Walker

UNITED STATES OF AMERICA

NAME OF SIGNER

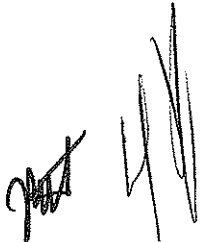
Mary Hewson

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

- 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 # 00K2007 dated 08/20/2010, 49 pages.
  - B. Special Requirements, 11 pages.
  - C. Price Component Schedule (pages 12-17), 6 pages.
  - D. Attachments 2-18, 53 pages.
  - E. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05), 2 pages.
  - F. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07), 7 pages.
  - G. Parking Narrative, 1 page.
7. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, rent shall include a Tenant Improvement Allowance (TIA) of \$165,867.36 (based on 4,867 ABOASF times \$34.08/ABOASF) to be amortized through the rent. The TIA shall be amortized at seven percent (7%) per annum over the five (5) year firm term of the lease.
8. Rent includes Building Specific Security Costs of \$3,870.00 for [REDACTED] per SFO Paragraph 10.15 shall be amortized through the rent. The Building Specific Security Costs shall be amortized at seven percent (7%) per annum over the five (5) year firm term of the lease.
9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 100%. (5,290 RSF / 5,290 RSF).
10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$6.18/RSF (\$32,692.20/annum).
11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.08691 (5,290 RSF/4,867 USF).
12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.50/USF for vacant space (rental reduction).
13. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate of \$10.00 per hour for the entire building or any portion thereof.
14. In accordance with the SFO Paragraph entitled *Tax Adjustment*, the tax base for adjustment is \$4,711.00 with the Government occupying 100% of the building.
15. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the five (5) year firm term value of this lease valued [REDACTED]. 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.
- Notwithstanding Paragraph 3 of this Standard Form 2, the rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit.
16. The General Conditions shall be at the rate of 10% and the General Contractor's Fee shall be at the rate of 10%.
17. The Lessor Mark-up shall be 8% of the total project costs.
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.

19. 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.

Handwritten signatures in black ink, appearing to be initials and a full name, located in the bottom right corner of the page.