

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

August 3, 2011

LEASE NO.

GS-07B-16907

THIS LEASE, made and entered into this date by and between **OKLAHOMA STATE UNIVERSITY**

whose address is **401 WHITEHURST HALL
STILLWATER, OK 74078-1030**

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 44,120 rentable square feet (RSF) of office and related space, which yields 37,257 ANSI/BOMA Office Area square feet (ABOASF) of space [See Exhibit "A" - Floorplan] located at the [REDACTED] 208-224 N Orchard, Stillwater, OK 74078-2925. Included in the rent at no additional cost to the Government are two hundred and one (201) surface 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 this SF2 is fully executed~~ *6/1/11 Jek* and continuing for ten (10) years, subject to termination and renewal rights as may be hereinafter set forth. Actual lease term dates will be established by Supplemental Lease Agreement.

3. The Government shall pay the Lessor annual Rent of \$536,783.40 at the rate of \$44,731.95 per month in arrears for years 1-5. For years 6-10 the Government will pay the Lessor \$568,990.92 at the rate of \$47,415.91 per month in arrears.
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:

**OKLAHOMA STATE UNIVERSITY
401 WHITEHURST HALL
STILLWATER, OK 74078-1030**

4. 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 twenty (120) 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: OKLAHOMA STATE UNIVERSITY

SIGNATURE

V. Burns Hargis

NAME OF SIGNER

V. Burns Hargis, President

ADDRESS

401 WHITEHURST HALL, STILLWATER, OK 74078-1030

IN THE PRESENCE OF (SIGNATURE)

Carol J. Wickstad

NAME OF SIGNER

CAROL J WICKSTAD

UNITED STATES OF AMERICA

SIGNATURE

Kristine Danielson

NAME OF SIGNER

Kristine Danielson

OFFICIAL TITLE OF SIGNER

LEASING 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# 9OK2017 dated 07/22/2010.
7. The following are attached and made a part hereof:
 - A. Solicitation for Offers # 9OK2017 dated 07/22/2010, 36 pages.
 - B. SFO Amend #1 dated December 15, 2010, 2 pages.
 - C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05), 2 pages.
 - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07), 7 pages.
 - E. Exhibit A – 8 ½" x 11" Floorplans, 3 pages.
 - F. Exhibit B – Legal Description, 1 page.
 - G. Exhibit C – Parking Plan, 1 page.
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 4.2 entitled *Operating Costs* the escalation base is established as \$216,031.00.
10. In accordance with the SFO paragraph entitled 4.1(C) *Common Area Factor*, the common area factor is established as 1.184207 (44,120 RSF / 37,257 ABOASF).
11. In accordance with the SFO paragraph 4.3 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$2.00/ABOASF for the space vacated by the Government prior to expiration of the term of the lease.
12. There are no Real Estate taxes associated with this lease.
13. There shall be no overtime HVAC charges outside of the building normal hours of 7AM – 5PM.
14. In accordance with SFO Paragraph 2.2 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 ██████████ 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 ██████████ of the Commission, will be payable to the Broker with the remaining ██████████ 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 for two months.

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.

15. 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.
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

INITIALS: LESSOR & GOVT

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. The electrical utilities for the Government occupied space shall be paid by the Government.
18. The restrooms shall retain the ceiling tiles in lieu of gypsum board.
19. The HVAC system shall be accepted without rebalancing.
20. The common space will be re-painted in year 5 of the lease instead of year 3 per SFO paragraph 7.10, Subparagraph A.2.
21. The Lessor shall repaint and replace the flooring in the loading dock, restrooms, stairwells, and other common area spaces by year three (3) of the lease.
22. The below items are completed within sixty (60) working days of award:
 - a) All door hardware throughout the building's common space accessed by the Government and the Government demised area shall be replaced with ABAAS (lever type) hardware.
 - b) Modify landscaping on the South side of the building to prevent dirt from washing onto sidewalk after it rains, and correct drainage issues on the South side of the building at lowest point on Miller Avenue and South parking lot.
 - c) Repair broken or damaged curb and gutter from re-roofing.
 - d) Re-seed and stabilize the eroding grass area where dirt and silt is eroding onto the sidewalk from the roof gutters.
 - e) Building improvements per the GSA Building Assessment Report (BAS) dated September, 2010:
 - i. The fire alarm system, pull stations, and visual alarms (meeting ABAAS and NFPA 72) shall be replaced to meet the Form 12000 requirements.
 - ii. Reroof both buildings Repave/Restripe parking lot with minimum four handicapped spaces.
 - iii. Recharge the fire extinguishers throughout.
 - iv. The exterior windows in the Government demised area would be sealed so that they do not leak outside air.
 - v. All ceiling tiles would be replaced/repared so that they are uniform in color and appearance.
 - vi. Restrooms shall have ABAAS compliant signage.
 - vii. Add 12" handrail extensions to the main entrance railing to meet ABAAS.
 - viii. Correct lip leading from parking area to sidewalk.
 - ix. Water fountains upgraded to meet ABAAS.
 - x. Restrooms upgraded to meet ABAAS.
 - xi. Doors to both women's and men's restrooms on both floors shall have automatic door openers installed in compliance with ANSI/BHMA A156.10 and 19.
 - xii. Change toilet seat heights in restrooms to be between 17" to 19".
 - xiii. Blank off electrical panel missing breakers.
 - xiv. Replace receptacles near water with GFI receptacles.
23. At the Government's option, at any time during the first year of occupancy, the Government may provide thirty (30) calendar days prior written notice, and the Lessor shall accept back rooms 225, 225A, 225B, 225C, and 225D in building 50, consisting of 1,145 AB OASF / 1,355 RSF for which the full rental rate of \$12.16644/RSF shall be reduced from the rental rate by Supplemental Lease Agreement.
24. Per SFO Amendment #1, the Lessor shall renovate the space for all energy efficiency and conservation improvements that would be cost effective over the firm term of the lease for a succeeding lease. However, if the Lessor obtains an Energy Star label prior one (1) year after signing the lease, the Lessor is not required to renovate such space for the energy efficiency and conservation improvements that may have been agreed to in the lease.

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