

UNITED STATES SENATE
HOME STATE OFFICE
LEASE AGREEMENT
WASHINGTON, D.C. 20510

THIS HOME STATE OFFICE LEASE AGREEMENT made on this day as evidenced by the signatures below, by and between Mercantile Center, LLC, hereinafter referred to as the "Lessor," and the Honorable John Boozman, United States Senator, in his/her official capacity hereinafter referred to as "Lessee" and in accordance with and subject to the statutory requirements set forth in 2 U. S. C. 59 relating to home state office space for the United States Senate, it is hereby agreed as follows:

1. The Lessor shall furnish the Lessee office space, hereinafter referred to as the "leased premises," described more particularly as 300 S Church St. Fourth Floor suite 400, Jonesboro, AR, 72401 as set forth on Exhibit "A" which is attached hereto containing a total 430 usable square feet. Said space may consist of a large open area or may be partitioned into rooms including private corridors, closets, offices, and conference rooms. Square footage of the space shall be calculated by measuring from the inside finish of the exterior wall (or face of the convector if the convector occupies at least fifty (50) percent of the length of the exterior wall) to the Lessee's side of the corridor wall and to the Lessee's side of the partitions separating the space being measured from the space occupied by contiguous Tenants in the building and shall not include "joint use space" such as common cafeterias, conference rooms, snack bars, janitorial, mechanical or circulation areas as defined in 41 CFR 101-17.003-13.

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2. The Lessee shall have and hold the leased premises with quiet enjoyment for a term of 5 years and 10 months commencing on February 18, 2011 and terminating on January 8, 2017 unless otherwise extended under the terms herein. Except as set forth below, the term of this lease shall not exceed six years, and shall in no case, extend beyond the term of office which the Lessee is serving on the first day of this Lease. Should the Lessee be re-elected to his/her Senate seat after the expiration of his/her term of office which he/she was serving upon the execution of this Agreement, the Lessee may holdover in the leased premises until such time as a new Agreement has been executed. Any month to month holdover may be terminated by either party by providing thirty (30) days advance written notice to the other party.

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3. The Lessee and/or Sergeant at Arms shall have the right to terminate this lease without penalty upon the Senator's death, resignation or expulsion from the Senate. This right shall be exercised by providing sixty (60) days advance written notice to the Lessor of the Lessee or Sergeant at Arms's intention to terminate this lease. Notwithstanding the foregoing, this Lease shall terminate immediately upon the Lessee's loss of his/her Senate seat.

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4. The Lessee shall be obligated to pay rent to the Lessor in the amount of \$ ~~640.00~~ per month (an annual rate of \$ per usable square foot \$17.86.) Said monthly rental payment shall be paid in arrears on or about the last day of each month, the first payment due on March 30 2011. Said payment, which shall not be adjusted for operating expenses, taxes, landlord costs or otherwise, is contingent upon the Lessor's submission, at the beginning of each month, of a proper invoice to the Sergeant at Arms of the United States Senate. Said invoice shall be in a form which is approved by the Sergeant at Arms. Upon the direction of the Lessee and the Sergeant at Arms, the Secretary of the Senate will remit to the Lessor, the sum due on the proper invoice at the end of each month. Any payment made to the Lessor by the Secretary of the Senate for any period after this lease agreement has expired or has otherwise been terminated shall be refunded by the Lessor to the Secretary of the Senate without formal demand. Payments for any fraction of a month shall be prorated on a thirty (30) day basis. Any month to month holdover tenancy, if applicable, shall be at the same base rent as in effect at the expiration of this Agreement.

After the execution of the lease, the Lessor shall be contacted by the Secretary of the Senate to determine the preferred method of payment of rent. Payment of rent during any transition period shall be made payable to the order and shall be mailed to the following address:

Mercantile Center, LLC
c/o NAI Halsey Commercial Real Estate Services, Worldwide
P O Box 19129
Jonesboro, AR 72403

5. The Lessor shall provide and pay for the costs of all utilities, including but not limited to, water, electricity, ventilation, heat and air conditioning. Lessor shall provide and pay for the installation of cable television and provide monthly cable service in one location within the premises, including CNN, C-SPAN I, C-SPAN II, and all local channels, but excluding internet service.

6. The Lessor shall provide and pay for the cost of janitorial services to the leased premises which shall include,

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(1) on a five day per week basis, vacuuming, dusting, trash removal including recycling and all necessary recycling containers, cleaning of all washrooms and, (2) on a annual basis, carpet and window cleaning. Lessor shall also provide and pay the cost of all lighting ballasts, incandescent and fluorescent light bulbs, washroom supplies and all cleaning products.

7. The Lessor shall provide and pay for adequate parking for Lessee and staff in accordance with Lessee's needs to include reserved parking spaces at the cost of 0 per space/month and 0 unreserved parking spaces at the cost of 0 per space/month. Neither the Lessee nor his staff shall be required to provide a security deposit or pay for any parking passes or other identification device for parking facilities. Cost of the parking is included in the monthly rent amount set forth in paragraph four above.

8. The Lessor shall provide and pay for security in accordance with building standards, including adequate lighting in parking areas. Lessor hereby provides authorization for the Lessee to provide and install the security enhancements to the demised premises listed on Exhibit B which is attached hereto and incorporated herein by this reference, at Lessee's sole cost and expense. Lessee shall not be required to return the demised premises to their original condition upon the termination of this lease.

The current duress alarm and monitoring shall continue to be provided by the Lessor until such time as the Sergeant at Arms provides the security enhancements mentioned herein. Upon the installation of the new Sergeant at Arms provided enhancements, the Lessor shall provide and pay for the removal of the old security system.

9. The Lessor shall provide and pay for all regular maintenance and necessary repair, including snow removal, to the building, grounds, parking facility and the leased premises without limitation including all improvements to said space. Lessor shall provide and pay the cost of supplies for such repair and maintenance. Lessor shall keep the building and demised premises in compliance with all state and local building, safety and fire codes.

10. The Lessor shall provide and pay for suitable building and suite signage which designates the Senator's office in accordance with Lessee's specifications. Lessor, at Lessee's request, shall include the Lessee's name in all building directories throughout the building at no cost to the Lessee. Changes to such directory shall be at no additional cost to the Lessee.

11. The annual rent set forth in paragraph four shall include all applicable Federal, State and local taxes and duties

and all occupancy and user permits and fees. The annual rent shall include keys for the leased premises including any needed replacement keys as well as electronic security system passes if the building has such electronic security measures.

12. Capital improvements to the leased space shall be made only upon written application to and/or written approval of the Lessor. Any improvement, physical modification or other alteration so requested or required after initial occupancy shall be at Lessor's expense, which may be recouped in the monthly rent subject to and upon prior approval of the Sergeant at Arms. All improvements shall be made in good workmanlike manner, and in accordance with all state and local building codes and in accordance with the American with Disabilities Act of 1990.

13. Notwithstanding any other provision in this lease or any amendment, modification or addition hereto, the maximum annual rate that may be paid to the Lessor for rental of the leased premises, fees associated with physical modifications, capital improvements, operating costs, or any other fee, rent adjustment or otherwise, shall at no time exceed the highest rate per square foot charged Federal agencies on the first day of the lease of such office by the Administrator of General Services, based upon a 100 percent building quality rating, for office space located in the place in which the Senator's office is located multiplied by the number of square feet contained in that office used by the Senator and his employees to perform their duties.

14. The building, grounds, parking accommodations and the leased premises (hereinafter referred to as the "facility") shall be readily accessible to and usable by individuals with disabilities in conformance with the Uniform Federal Accessibility Standards (USAD-appendix A to 41 CFR part 101.19.6) or the American with Disabilities Act Accessibility Guidelines for Building and Facilities (ADAAG-appendix A to 28 CFR part 36). If such facility is an historic property, such facility shall comply to the maximum feasible extent possible provided that the same will not threaten or destroy the historic significance of the facility.

15. The Lessee enters into this lease on behalf of the United States Senate. However, neither the Senate nor its Officers assume any liability for the performance of the agreement. Payments approved by the Sergeant at Arms and disbursed by the Secretary of the Senate of amounts due the Lessor by the Lessee under the terms of this lease are made solely on behalf of the Senator in the Senator's official and representational capacity. The Lessor agrees to look solely to

the Lessee for default of payment or otherwise, and such Senator, in his official capacity, assumes all liability for performance of this lease agreement. Lessor shall provide Lessee and the Senate Sergeant at Arms written notification of any default made by Lessee under the terms of this agreement. Prior to the Lessor taking any action against Lessee for default, Lessee shall have thirty (30) days to cure any default after receipt of written notification from Lessor; however, if such default cannot be cured within such period, Lessee shall have such reasonable period of time as needed to cure such default. Lessee shall not be subject to surcharges, charges, attorney's fees, interest, penalties or similar fees arising from Lessee's default or otherwise.

16. The Lessor and Lessee acknowledge that the United States Senate, as a self-insured entity of the United States Government, is subject to the Federal Tort Claims Act, Chapter 171 of Title 28, United States Code, under which recovery may be sought through the Senate Sergeant at Arms for any injury or loss arising under this lease due to the negligent or wrongful act or omission of Lessee or any of Lessee's employees acting within an official scope and capacity.

17. Notice under this agreement shall be delivered to the Lessor at NAI Halsey Commercial Real Estate Services, Worldwide and notice to the Lessee shall be delivered to the Lessee at the leased premises and the Office of the Sergeant at Arms of the United States Senate, Room S-151, United States Capitol, Washington, D. C. 20510. The parties agree that they shall provide a copy of this agreement to the Sergeant at Arms.

18. The Lessor certifies and warrants that the Lessor has no conflict of interest, direct or indirect, financial or otherwise, which would be applicable to the performance of the obligations covered by this agreement. If an allegation of a conflict of interest is brought to the attention of the United States Senate, the Lessor agrees to fully cooperate with any investigation of the allegation(s), and will disclose to the United States Senate any other contract(s) to which the Lessor is a party, public or private, or which the Lessor undertakes during the period of this contract (including contracts entered into during the period of this contract which include duties to be fulfilled after the termination of this contract.).

19. This lease constitutes the entire agreement between the parties and each party hereto agrees and acknowledges that there are no other agreements, understandings or obligations except as those set forth herein. Any amendments, additions or modifications to this lease agreement which are inconsistent with the paragraphs set forth herein shall have no force and effect to the extent of such inconsistency unless modified by mutual written agreement by the parties and approved by the Senate Sergeant at Arms.

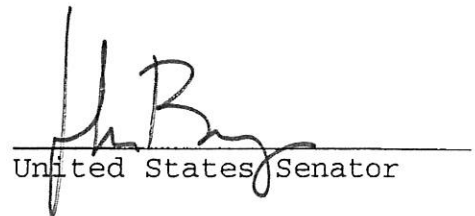
20. Time is of the essence with respect to each and every provision of this lease including delivery of the leased premises. All covenants, conditions and provisions of this lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

21. Lessor shall provide and pay for the cost of all labor, material, permits, drawings, measurements and/or any other costs related to the required construction and tenant improvements as detailed on the floorplan which is attached hereto and made a part hereof. Construction shall include, but not be limited to, construction of certain walls, **new carpet and paint**, installation of electrical outlets, cable TV outlets, and overhead lighting in accordance with all local and state building codes and the Americans with Disabilities Act of 1990. Upon Lessee's approval of the Lessor's layout, plans, and drawings, Lessee shall not be permitted to make any change to those documents that would incur additional cost to the Lessor. **The total amount of amortized space improvements included in the rent is \$0 per month.**

Lessor:

Lessee:

 CEO NAI Halsey
Mercantile Center, LLC


United States Senator

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Date

2.3.11
Date