

<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE  <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT <b>NO 2</b>	DATE <b>4.5.10</b>
TO LEASE NO <b>GS-07B-16502</b>		
ADDRESS OF PREMISES SW Corner of North 24th Street and Shawnee Bypass Muskogee, OK 74401		
<p>THIS AGREEMENT, made and entered into this date by and between <b>Sights, Wolters, LLC</b></p> <p>Whose address is 10018 U.S. 183 North          P.O. Box 456          Clinton, OK 73601 - 0456</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>upon execution by the Government</u>, as follows:</p> <p>Paragraphs 3, 10, 11, and 16 are deleted in their entirety and the following paragraphs are substituted therefore.          Paragraphs 23, 24, and 25 are added.</p> <p>3. During years 1 through 10, the Government shall pay the Lessor annual rent of <u>\$361,042.06</u> at a rate of <u>\$30,086.84</u> per month in arrears. During years 11 through 15, the Government shall pay the Lessor annual rent of <u>\$310,801.05</u> at the rate of <u>\$25,900.09</u> per month in arrears.</p> <p>Rent is subject to a physical mutual measurement and will be based on the rate, per RSF as noted above, 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 the lesser period shall be prorated. Rent shall be deposited electronically and made payable to: Sights, Wolters, LLC, 10018 U.S. 183 North, P.O. Box 456, Clinton, OK 73601 - 0456</p> <p>10. The rental rate in Paragraph 3 above includes the Tenant Improvement Allowance in the amount of <u>\$345,078.28</u> or <u>\$31.56 per USF</u>. This amount shall be amortized at an interest rate of 8% over the ten (10) year firm term at a rate of <u>\$50,241.02</u> per annum, or <u>\$4,186.75</u> per month.</p> <p>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.</p> <p style="text-align: center;">Continued on page 2</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <p>LESSOR <b>Sights, Wolters, LLC</b></p> <p>BY <u><i>Kevin Wolters</i></u> (Signature) <u><i>V.P.</i></u> (Title)</p> <p>IN PRESENCE OF <u><i>Barbara J. Gower</i></u> (Signature) <u><i>Clinton, OK 73601</i></u> (Address)</p> <p>UNITED STATES OF AMERICA</p> <p>BY <u><i>Shirley Daniekan</i></u> (Signature) CONTRACTING OFFICER          GENERAL SERVICES ADMINISTRATION          200 NW 4<sup>th</sup> Street, Oklahoma City, OK 73102          (Official Title)</p>		

16. BROKER COMMISSION AND COMMISSION CREDIT: The Lessor and the Broker have agreed to a cooperating Lease commission of [REDACTED] of the lease firm term of ten (10) years based on the full-service rental rate. 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 forgo [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 the lease, the shell rental payments due and owing under this lease shall be reduced to fully capture this Commission Credit. The reduction in shell rent shall commence with the first month of rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Full Month's Rental payments of \$30,086.84 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first full month's rent.

Second Full Month's Rental payments of \$30,086.84 minus the prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.

23. Referencing Paragraph 10, the total costs for tenant improvements is \$383,782.53. The Tenant Improvement allowance is decreased to \$31.56 (rounded) per ANSI/BOMA Office Area square foot. Therefore, the Tenant Improvement Allowance (TIA) in the amount of \$345,078.28 will be amortized over a period of 120 months at an interest rate of 8.0%.

The overage in Tenant Improvement (TI) costs shall be reimbursed to the Lessor in a one-time lump sum payment in the amount of \$38,704.25 which shall be due upon receipt of an original invoice submitted after completion, inspection, and acceptance of the space by the Contracting Officer or designated Contracting Officer Representative.

24. The bid breakdown is attached (Exhibit A) and hereby made a part of the lease.

25. Upon full execution by the Government, this SLA serves as the official Notice to Proceed for build-out of tenant improvements.

The original invoice must be submitted directly to the GSA Finance Office electronically on the finance website at [www.gsa.finance.gov](http://www.gsa.finance.gov). If you are unable to process the invoice electronically, you may mail the invoice to the following address:

GSA, Greater Finance Center  
FAS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

Kristine Danielson  
Leasing Contracting Officer  
GSA, PBS - Real Estate Acquisition Division  
200 NW 4th Street, Room 4050  
Oklahoma City, OK 73102  
O: 405.231.5437  
F: 405.231.4574  
C: 405.630.5486  
[kristine.danielson@gsa.gov](mailto:kristine.danielson@gsa.gov)

INITIALS:

Kud  
LESSOR

[Signature]  
GOV'T

A proper invoice must include:

1. Invoice Date
2. Name of the Lessor and Lease contract number, cited exactly as shown on the Lease
3. Building address, and a description, price and quantity of the items delivered
4. If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it
5. GSA PDN # PS0016945

All other terms and conditions remain in full force and effect.

INITIALS:

KW  
LESSOR

JL  
GOV'T