

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 1	DATE <i>2/23/2012</i>
	TO LEASE NO. GS-07B-16803	

ADDRESS OF PREMISES: 300 W. Evergreen Street, Durant, OK 74701

THIS AGREEMENT, made and entered into this date by and between **City of Durant**, whose address is 300 W. Evergreen Street Durant, OK 74701-4742 hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:


WHEREAS, the parties hereto agree to supplement the above Lease.

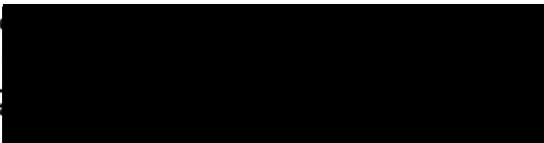
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

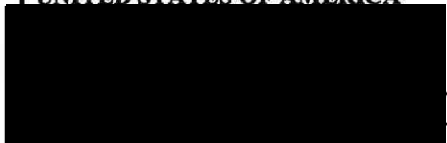
- 1.) To incorporate the GSA approved Design and Intent Drawings; and
- 2.) To provide a Notice to proceed; and
- 3.) To provide for the payment of the Tenant Improvements and Building Specific Amortized Capital.

All other terms and conditions are in full force and effect.
See Attached

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

BY: City  Asst. City Mgr.
 Signature Title
RALPH HOUSER
 Printed Name

Witness  300 W. EVERGREEN
 Sign (Address)
IRIS LOWE O'RILEY DURANT OK 74701
 Printed Name City, State, Zip

UNITED STATES OF AMERICA  General Services Administration
819 Taylor Street, Room 5A20
Fort Worth, Tx 76102
Contracting Officer
 (Official Title)

Supplemental Lease Agreement #1
 GS-07B-16803
 300 W. Evergreen Street
 Durant, OK 74701

1.) The Government-approved Design Intent Drawings (DIDs) consisting of one (1) page for the build-out of the leased space located at 300 W. Evergreen Street, Durant, OK 74701, are hereby incorporated into said lease and are attached as Exhibit A.

2.) Upon execution of this Supplemental Lease Agreement (SLA) by the Government, the Lessor can consider this as a Notice to Proceed (NTP) with the construction of the tenant improvements in accordance with the standards set forth in SFO 6OK0011 dated November 30, 2007, as amended, and the Government's Design Intent Drawings.

The parties agree that the Lessor shall deliver the premises substantially complete and ready for acceptance for occupancy by the Government on or before, but not to exceed forty-five (45) working days after execution of said Notice to Proceed as stated in the Lease, as such date may be modified subject to excusable delays as defined by the General Clauses, GSA Form 3517B and any delays caused by the Government. Should the Lessor foresee a delay in the construction of the tenant improvements that will cause said forty-five (45) working day delivery to be exceeded, the Lessor shall notify the Contracting Officer in writing stating the reasons for such delay and recommending a revised completion date.

3) The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The total tenant improvement costs is \$216,132.60. The tenant improvement allowance in the amount of \$52,316.50 and the Building Specific Amortized Capital in the amount of \$23,200.00 shall be amortized over 120 months at an 6.0% interest rate. The remaining balance of the tenant improvement costs in the amount of \$163,810.86, shall be paid to the Lessor in lump sum payment in accordance with the Prompt Payment provision in the lease. The payment of the Tenant Improvement Costs and Building Specific Amortized Capital is demonstrated below:

<u>Item</u>	<u>Total Amount</u>	<u>Annual Amount</u>	<u>Monthly Amount</u>	<u>Lump Sum</u>
Tenant Improvement Allowance	\$52,316.50	\$6,969.85	\$580.82	
Building Specific Amortized Capital	\$23,200.00	\$3,090.81	\$257.57	
Excess of TI's over TI Allowance				\$163,816.10



To submit for payment of the lump-sum-payment, the Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number **PS0022550** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

The total tenant improvement costs includes all Lessor fees for general and administrative costs, overhead and profit and any and all costs associated with the completion of the tenant improvements and acceptance by the Government on or before forty-five (45) working days.

Any changes of the Construction Drawings which result in a financial adjustment of any type must be approved, in writing, by the GSA Contracting Officer.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
 FTS and PBS Payment Division (7BCP)
 P.O. Box 17181
 Fort Worth, TX 76102-0181

Gov't Initials  Lessor initials: 

GS-07B-16803
300 W. Evergreen Street
Durant, OK 74701

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer/Realty Specialist at the following address:

General Services Administration
ATTN: Thomas Sisson
Supplemental Lease Agreement #1

819 Taylor Street Room 5A18
Fort Worth, TX 76102

This Supplemental Lease Agreement No. 1 consists of four (4) pages.

(END)

Gov't Initials



Lessor initials:

