

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO 3

DATE 8-13-12

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 effective upon execution of the Government as follows:

- 1.) To delete and replace Paragraph 2 (Lease Term) of the Lease; and
- 2.) To delete and replace Paragraph 3 (Rental Payment) of the Lease; and
- 3.) To delete and replace Paragraph 4 (Termination Rights) of the Lease.

All other terms and conditions of the lease shall remain in full force and effect.

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

BY:

Signature

Printed Name

Ast. City Mgr.
Title

RALPH HOUSER

Witnessed in the presence of :

Signature

Printed Name

300 W. Evergreen
(Address)

Durant, OK 74701
City, State, Zip

Barbara Hilley

General Services Administration
819 Taylor St., Room 5A18
Fort Worth, TX 76102
Contracting Officer
(Official Title)

1. Paragraph 2 of Standard Form 2, executed by the Government January 5, 2011 and as subsequently amended, is deleted in its entirety and is hereby replaced with the following:

“2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 10, 2012 through July 9, 2027 for a term of fifteen (15) years, ten (10) years firm, subject to termination and renewal rights as may be hereinafter set forth.”

2. Paragraph 3 of Standard Form 2, executed by the Government January 5, 2011 and as subsequently amended, is deleted in its entirety and is hereby replaced with the following:

“3. The Government shall pay the Lessor annual rent at the following rate:

<u>TERM</u>	<u>SHELL</u>	<u>OPERATING</u>	<u>TI</u>	<u>BSAC</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>
Effective July 10, 2012	\$16,941.45	\$4,399.61	\$6,969.85	\$3,090.81	\$31,401.72	\$2,616.81
Effective July 10, 2017	\$18,647.52	\$4,399.61	\$6,969.85	\$3,090.81	\$33,107.79	\$2,758.98
Effective July 10, 2022	\$20,509.34	\$4,399.61	\$0.00	\$0.00	\$24,908.95	\$2,075.74

The above listed rent is for the total 1,466 RSF / 1,466 USF. The Government will pay the rent based on its pro rata share upon substantial completion and acceptance of the space. Annual CPI adjustments will be included as stated in the Solicitation for Offers. Rent shall be paid monthly in arrears. Rent for a lessor period shall be prorated. Rent shall be made payable to:

City of Durant
300 W. Evergreen St.
Durant, OK 74701-4742

3. Paragraph 4 of Standard Form 2, executed by the Government January 5, 2011 and as subsequently amended, is deleted in its entirety and is hereby replaced with the following:

“4. The Government may terminate this lease in whole or in part at any time beginning on July 10, 2022 by giving at least 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.”

This Supplemental Lease Agreement No. 3 consists of two (2) pages.

(END)

Gov’t Initials *AB* Lessor Initials: *JEH*