SUPPLEMENTAL LEASE AGREEMENT SUPPLEMENTAL LEASE AGREEMENT NO. TO LEASE NO. DATE PAGE 3 GS-07B-16825 1 of 1 ADDRESS OF PREMISES

900 Leisure Lane, Bartlesville, OK 74006-7986

THIS AGREEMENT, made and entered into this date by and between DALE & BERTHA JONES, LLC,

whose address is

2428 SUNUP DR

CLINTON, OK 73601-2905

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective August 12, 2011 as follows. The purpose of Supplemental Lease Agreement (SLA) No. 3 is to issue Notice To Proceed on the requested change orders in accordance with Exhibit A (5 pages), attached and made part of this lease.

- The total project costs are therefore \$171,361,44 (\$166,746,38 Original Scope and \$4,615,06 in Changes). Of the Total Tenant Improvement Costs, \$170,025.12 in Tenant Improvements will be amortized into the firm ten year term per SF-2 Paragraph 7 and the remaining \$1,336.32 shall be reimbursed lump sum.
- 2. The Lessor further agrees to provide, install, and maintain the following changes including mark-ups:

Change Order #1 - Install Surge Suppressor Change Order #2 - Drywall Ceiling and Wall Changes Change Order #3 - Install Security Conduit, Boxes, and Door Prep **Total Change Orders**



The changes described above and in the attached Exhibit pursuant to this SLA shall be maintained by the Lessor during the term of this lease and are to remain the property of the Lessor. Lessor waives restoration of the premises for these changes. The total cost for the above work is \$1,336.32. All changes performed under this contract shall not exceed \$1,336.32.

3. Upon completion, inspection, and acceptance of the work by the Contracting Officer or Contracting Officer's designee, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$1,336.32 within 30 days upon receipt of an original invoice.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

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

Continued on Page 2

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	LESSOR
	NAME OF SIGNER
	Dale Jones, Manager
IN	PRESENCE OF
	NAME OF SIGNER Juh-Ree Walker
	TES OF AMEDICA
	TES OF AMERICA
	TES OF AMERICA NAME OF SIGNER Thomas T. Abraham
	NAME OF SIGNER

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

General Services Administration Attn: GSA CONTRACTING OFFICER – Thomas Abraham 1919 Smith Street, Suite 1600 Houston, Texas 77002

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0021183

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

- The Government-approved Change Orders which formed the basis for the lump sum payment are hereby incorporated into the lease as Exhibit A (5 pages).
- 5. The Lessor hereby waives restoration as a result of all improvements.

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

