GENERAL SERVICES ADMINISTRATION

PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT NO. 3

DATE /2-1-0/

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO: GS-07B-16849

ADDRESS OF PREMISES:

Miller Building, 627 West Broadway Street, Muskogee, OK 74401

THIS AGREEMENT, made and entered into this date by and between MILLER, GERALD R

whose address is:



hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereinafter call the Government.

WHEREAS, the parties hereto desire to amend the above lease to establish the lease commencement date, approve the change order, finalize the Tenant Improvement cost, and adjust the rent and commission based on the final Tenant Improvement cost.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the lease is amended, effective upon execution by the Government, as follows:

A. Paragraph 2 of the Lease is hereby deleted in its entirety and replaced with the following:

"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on November 17, 2011 and ending on November 16, 2021, subject to termination and renewal rights as may be hereinafter set forth."

B. Paragraph 3 of the Lease is hereby deleted in its entirety and replaced with the following:

"For years 1 – 5, the Government shall pay the Lessor annual rent of \$77,551.98 at the rate of \$6,462.67 per month in arrears, which includes annual shell rent of \$48,887.28 at the rate of \$4,073.94 per month, annual operating expenses of \$16,400.22 at the rate of \$1,366.69 per month, and annual amortized Tenant Improvement Allowance of \$12,264.48 at the rate of \$1,022.04 per month.

For years 6 – 10, the Government shall pay the Lessor annual rent of \$72,634.52 at the rate of \$6,052.88 per month in arrears, which includes annual shell rent of \$56,234.30 at the rate of \$4,686.19 per month and annual operating expenses of \$16,400.22 at the rate of \$1,366.69 per month.

Rent for a lesser period shall be prorated. Rent shall be made payable to:

GERALD R. MILLER P.O. BOX 2667 MUSKOGEE, OK 74402-2667*

Continued on next page.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

	Lostor
IN PF	(Title)
	(Title)
	CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION 819 TAYLOR ST
	Contracting Officer

Sheet 2 of Supplemental Lease Agreement No. 3 to Lease GS-07B-16849

C. Paragraph 8 of the Lease is	s neredy	aeietea i	ın its eni	tirety and	replaced with	r tne t	ollowina
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"The total cost of Tenant Improvements equals \$51,005.21, which includes Change Order No. 1 for \$483.21, attached hereto as Exhibit A and Change Order No. 2 for \$1,000.00, attached hereto as Exhibit B. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the amount of \$51,005.21 shall be amortized through the rent for 5 years at the rate of 7.5%. The total annual cost of Tenant Improvements for the amortization period shall be \$12,264.48."

D. 1	Paragraph	15 of the	Lease is	hereby	deleted	in its	entirety.
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E.	Paragraph 16 of the Lease is hereby deleted in its entirety and replaced with the following:
	"The Lessor and the Broker have agreed to a cooperating lease commission of the firm term value of this lease. The total amount of the commission is \$ 1.00 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 forego the
	(Commission Credit). The Commission Credit is \$ 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 this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Reptal Payment of \$6,462.67 minus one half of the Commission Credit (\$5,5000), equals \$5,5000 adjusted First Month's Rent.	ļ
Second Month's Rental Payment of \$6,462.67 minus one half of the Commission Credit (
equals \$djusted Second Month's Rent."	

F. The Installation of security items; however, for purposes of this lease, both items were included as Tenant Improvements.

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

Initials: Lessor ____ Government ____