

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-07B-16971
LEASE AMENDMENT	
ADDRESS OF PREMISES 4300 Highline Blvd. Oklahoma City, OK 73108-1830	PDN Number: PS0024257

THIS AGREEMENT, made and entered into this date by and between Applan Properties, LLC

whose address is: 2600 SW 136<sup>th</sup> Street  
Oklahoma City, OK 73170-5135

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 on January 17, 2012 as follows:

- 1.) To discontinue use of the Supplemental Lease Agreement form; and
- 2.) To provide for a Notice to Proceed for Change Order Proposal (C/O) #2 and provide for an anticipated date of completion; and
- 3.) To change the total cost of the Tenant Improvements ; and
- 4.) To provide for the method of payment of the total Tenant Improvement cost; and
- 5.) All other terms and conditions are in full force and effect.


See Attached

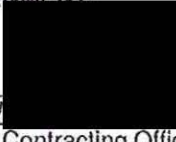
This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

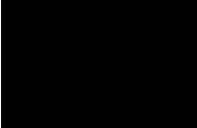
FOR THE LESSOR: Applan Properties, LLC

FOR THE GOVERNMENT:

Signature:   
Name: WALTER W. KOSTICEY  
Title: President  
Entity Name: \_\_\_\_\_  
Date: 1/28/2013

Signature:   
Name: Don W  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, 7PRA  
819 Taylor St., Ft. Worth, Texas 76102, Rm. 5A18  
Date: 1/29/2013

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 1/29/13

- 1.) Use of the GSA Form 276, Supplemental Lease Agreement (SLA) has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".
- 2.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the alterations required in Change Order Proposal C/O #2 as it relates to general tenant improvements and security improvements; all of which are depicted in Exhibit "A." The total cost of the Change Order Proposal C/O #2 is \$4,392.00. The anticipated date of completion of all the Tenant Improvements (TI) is February 22, 2013.
- 3.) The Government and the Lessor have agreed that the total cost of the Tenant Improvements change from \$31,500.00 to \$35,892.00 [\$23,340.00 + \$8,160.00 + 4,392.00 = \$35,892.00]. The Tenant Improvements includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TI costs covered by Change Order Proposal C/O #2 by the anticipated date of completion.
- 4.) The Government and the Lessor have agreed that the total cost of the Tenant Improvements including Change Order Proposal C/O #2 in the amount of \$35,892.00 shall be paid by lump-sum payment.

Any changes to the Scope of Work, which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

- 5.) Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent and Operating Costs) shall be established by a subsequent Supplemental Lease Agreement.

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 **PS0024257** 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.

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

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

General Services Administration  
ATTN: Don Day  
819 Taylor Street, Rm. 5A18  
Fort Worth, TX 76102

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

INITIALS: WMC  
LESSOR

&

[Signature]  
GOVT