LEASE AMENDMENT No. 1		
TO LEASE NO. GS-07P-LOK17005		
PDN Number: PS0029206		
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	TO LEASE NO. GS-07P-LOK17005	

THIS AGREEMENT, made and entered into this date by and between MARKET CENTER, LLC

whose address is: 825 N. BROADWAY, SUITE 300 OKLAHOMA CITY, OK 73102

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to (i) issue Notice To Proceed on the tenant improvements and to order tenant improvements which exceed the tenant improvement allowance, (ii) update the zip code for the building, (iii) update the Lessor street address, (iv) revise the total number of parking spaces at the building and include a new site plan, and (v) incorporate the final DID's into the Lease.

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

- This Lease Amendment is your Notice to Proceed to furnish and install tenant improvements as required and outlined in RLP No. 00K2148 and the attached Government approved Design Intent Drawings (Exhibit B). The total cost for the tenant improvements and security is \$1,492,067.99. Of the \$1,492,067.99 only \$724,852.00 has been amortized into the rent as tenant improvements and \$23,300.00 has been amortized into the rent as Building Specific Security. Both the tenant improvements and security costs have been amortized at 6.50% for 60 months. The Government hereby orders the balance of \$743,915.99.
- Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$743,915.99, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

Continued on Page 2

This Lease Amendment contains 3 pages plus Exhibit A (1 page) and Exhibit B (1 page).

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 LES		FOR THE	GOVERNMENT:
Signature: Name: Tit <del>le</del> :	MANAGE	Signatu Name: Title:	Lease Contracting Officer
Entity Name: Date:	MARKET CANTER, LLC C-22-14	Date:	GSA, Public Buildings Service, JUNE 23, 2014

## WITNESSED FOR THE LESSOR BY:

Signature: Name:	Tessa Sanders
Title:	Admin. Assistant
Date:	(0/86/14

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at <u>www.finance.gsa.gov</u>. 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

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

General Services Administration Attn: GSA CONTRACTING OFFICER – KRISTINE DELTORTO 200 NW 4<sup>th</sup> Street, Room 4050 Oklahoma City, OK 73102

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 # PS0029206

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

3. The address for the Building shall be changed from:

12301 N. Kelley Avenue Oklahoma City, OK 73114-8132

- TO: 12301 N. Kelley Avenue Oklahoma City, OK 73131
- 4. The Lessor address shall be changed from:

325 N. BROADWAY, SUITE 300 OKLAHOMA CITY, OK 73102

TO: 825 N. BROADWAY, SUITE 300 OKLAHOMA CITY, OK 73102

5. Section 1.02 EXPRESS APPURTENANT RIGHTS (AUG 2011), paragraph A. <u>Parking</u>, shall be deleted in its entirety and replace with the following:

"A. <u>Parking</u>: **119** parking spaces as depicted on the plan attached hereto as Exhibit A of which XX shall be structured inside spaces reserved for the exclusive use of the Government, XX shall be inside parking spaces; and XX shall be free surface parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property."

6. The government approved Design Intent Drawings are hereby incorporated into the Lease as Exhibit B (1 page).

7. The Lessor hereby waives restoration as a result of all improvements.

INITIALS:

Lease Amendment Form 12/12

8. 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."

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End of Lease Amendment No. 1

INITIALS: 8 LESSOR

Lease Amendment Form 12/12