

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07B-17080
ADDRESS OF PREMISES Airport Business Center 3700 South MacArthur, Suite C Oklahoma City, OK 73179-7612	PDN Number: PS0025874

THIS AMENDMENT is made and entered into between **WAIP, LLC**

whose address is: 825 North Broadway Avenue
Suite 310
Oklahoma City, OK 73102-6012

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

- 1) Issue a Notice to Proceed for Tenant Improvements base on the Construction Documents dated 3/06/2013 known as Exhibit A and provide for an anticipated date of completion; and
- 2) Change the total cost of the Tenant Improvements; and
- 3) Provide for the payment of the total Tenant Improvement cost above Tenant Improvement Allowance.


NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution:

- 1.) Upon this Lease Amendment being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the Tenant Improvements for the above referenced lease. The anticipated date of completion of all the tenant improvements is 120 working days after the execution of the Lease Amendment.
- 2.) The Government and the Lessor have agreed that the total cost of the Tenant Improvements shall not exceed \$1,464,295.70. The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements.

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

Signature: 
Name: MURKIE PURFILL
Title: MANAGER
Entity Name: WAIP, LLC
Date: 3-15-13

FOR THE GOVERNMENT

Signature: 
Name: [Redacted]
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 3/20/13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Stephanie A. Woods
Title: Controller
Date: 3-15-13

3.) The Government will pay for a portion of the total Tenant Improvement Cost by amortizing \$1,033,198.00 over the first five year of the term, monthly, at an interest rate of 6.5%. The remaining balance of \$431,097.70 [\$1,464,295.70 – \$1,033,198.00 = \$431,097.70] shall be paid by lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements.

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 PDN PS0025874** 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: Garhett Gordon
819 Taylor Street, (RM 5A18)
Ft Worth, TX 76102
817-978-0349

INITIALS:


LESSOR

&


GOV'T