

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07B-17080
LEASE AMENDMENT	
ADDRESS OF PREMISES Airport Business Center 3700 South MacArthur, Suite C Oklahoma City, OK 73179-7612	PDN Number:

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) Replace the terms in Section 1.15 and Section 1.16 of Lease No. GS-07B-17080
- 2) Add Section 1.17 and Section 1.18 to the Lease

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.

Section 1.15 and 1.16 are hereby deleted and replaced with the following:

"1.15 24-HOUR HVAC REQUIREMENT

A. The Hourly Overtime HVAC rate as referenced in Section 1.14 shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. 24/7 heating and cooling for LAN / Server Room 109, is required by [REDACTED] PHMSA. Lessor has agreed to sub-meter the HVAC in LAN / Server Room 109 and directly bill [REDACTED] monthly.

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

FOR THE LESSOR [REDACTED]

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT [REDACTED]

Signature: _____
Name: _____
Title: _____
Date: _____

WITNESSED FOR THE LESSOR BY [REDACTED]

Signature: _____
Name: _____
Title: _____
Date: _____

B. Yard area shall be separately metered with electricity usage in the yard area being billed back to the [REDACTED] on a monthly basis; electricity service to this area is primarily dedicated to the compressor and any other ancillary electrical need in the yard area."

"1.16 ADDITIONAL BUILDING IMPROVEMENTS

In addition to the construction of the Tenant Improvements as required in the Lease, the Lessor shall be required to complete the following additional building improvement (e.g. Fire/Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

A. Lessor shall provide and install an air compressor per Lease Amendment #1 for the [REDACTED]. [REDACTED] will be responsible for maintenance and replacement of the Lessor installed air compressor as described in DID's dated 10/11/2012.

B. Lessor shall provide and install 'Dry Erase Coating; Idea Paint Pro' per Lease Amendment #1 for the [REDACTED]. [REDACTED] will be responsible for maintenance and replacement of the Lessor installed 'Dry Erase Coating; Idea Paint Pro' as described on drawing sheet AE 2.01 in CD's dated 03/06/2013."

Section 1.17 and 1.18 are hereby added.

"1.17 TENANT IMPROVEMENTS BY THE TENANT AGENCY

In addition to the construction of the Tenant Improvements as required in the Lease, the [REDACTED] will be providing the following additional building improvements:

A. [REDACTED] shall provide and install break room appliances and [REDACTED] will be responsible for maintenance and replacement.

B. [REDACTED] shall provide and install data cabling and [REDACTED] will be responsible for maintenance and replacement."

"1.18 MODIFICATIONS TO DID SCOPE AS REFERENCED IN LEASE AMENDMENT #1"

The following modification to DID's dated 10/11/2012 was subsequently approved by [REDACTED] after the execution of Lease Amendment #1:

- A. Delete the storm shelter
- B. Delete the shelter for the compressor
- C. Delete the generator
- D. Add transfer switch for future installation of a generator
- E. Add the cost of compressor and related hookup

The modifications as referenced above were deleted due to TI cost overrun and not included in the TI NTP. Therefore, this is a \$0 change to the total TI NTP."

INITIALS:

LESSOR

&

GOVT