

GENERAL SERVICE ADMINISTRATION PUBLIC BUILDING SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 03	DATE 2/8/16
	TO LEASE NO: GS-07B- 17294	

ADDRESS OF PREMISES: 110 W. 7th St.
Tulsa, OK 74119

THIS AGREEMENT, made and entered into this date by and between
WZ Associates Property Tulsa, LLC

whose address is 6060 N. Central Expressway, Ste. 101
Dallas, TX 75206

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

WHEREAS, the parties hereto desire to amend the above lease.

NOW THEREFORE, These parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

The purpose of this Lease Amendment (LA) is to provide payment for FY14 additional utility charges and all FY15 charges for overtime utilities.

1. In consideration of a one-time lump sum payment not to exceed \$7,402.58 for additional FY14 charges and all FY15 charges for overtime utilities specified in the reference lease document and the list of overtime utilities, designated as Exhibit A.
2. Confirmation that LA02 and LA03 represent payment in full for FY14 and FY15 overtime utilities.

In order to receive payment, the Lessor should create and include a unique invoice number on the invoice submitted for payment. The invoice should have the Lessor's name and lease number cited exactly how it is stated on the lease contract. The invoice should include the PDN number PS0033144. Lessor should submit invoices electronically on the GSA Finance Website at www.finance.gsa.gov (instructions for submitting invoices are found on the website).

All other items and conditions of the lease shall remain force and effect.

IN WITNESS _____ subscribed their names as of the above date.

LESSOR:
BY _____ Authorized Person
(Title)
IN PR _____ Asset Manager
(Title)

UNITED STATES OF AMERICA _____
GENERAL SERVICES ADMINISTRATION
200 NW 4th St #4050, Oklahoma City, OK 73102
CONTRACTING OFFICER

**EXHIBIT A
to Lease Amendment #03
to Lease LOK17294**

ANNUAL AMOUNT: \$1,500 (\$125 X 12 MONTHS)

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is 7.66 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 30,976 RSF by the total Building space 621,664 RSF.

1.12 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is \$442,442. Tax adjustments shall not occur until the tax year following lease commencement has passed.

1.13 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$5.47 per RSF (\$218,783.62/annum).

1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$0.72 per ABOA SF of Space vacated by the Government.

1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in application of the paragraph titled "Overtime HVAC Usage:"

- \$32.00 per hour per zone

1.16 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day if 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at \$126.00 per month for the entire current computer room (the area currently receiving the 24-hour HVAC). Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

\$1,500.00 annual + \$5,902.58 additional = \$7,402.58

Exhibit A, page 1 of 2

INITIALS: Government *KW* and Lessor *[Signature]*