

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2 TO LEASE NO. GS-07B-16731 DATE May 9, 2012 PAGE 1 of 3

ADDRESS OF PREMISES 200 N. E. 27th Street, Moore, OK 73160-4104

THIS AGREEMENT, made and entered into this date by and between Standridge I, LLC

whose address is 10719 100th Street
LINDSAY, OK 73052-5601

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 establish the effective date of the lease and accept the space.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, April 10, 2012, as follows:

Paragraph 1 of the Lease shall be deleted and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises:

"15,445 rentable square feet of office and related space, which yields 13,430 ANSI/BOMA Office Area square feet of space and an additional 1,613 rentable square feet (yielding 1,403 ANSI/BOMA Office Area SF) of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations) in excess of the total 15,445 rentable / 13,430 ANSI/BOMA square footage indicated above, for a total of 17,058 rentable square feet, (yielding 14,833 ANSI/BOMA Office Area square feet) under lease, at 200 N. E. 27th Street, Moore, OK 73160-4104. The space shall be used for such purposes as determined by the General Services Administration. All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space. Included in the rent at no additional charge to the Government are a total of ninety-three (93) onsite parking spaces to be used for such general office purposes as determined by the General Services Administration. The common area factor is agreed to as 1,1500 or 15.00%."

Paragraph 2 of the Lease shall be deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 10, 2012, and continuing for a term through 15 years, expiring April 9, 2027, unless earlier terminated by the Government as described in Paragraph 4 of the lease."

Continued on Page 2

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

[Redacted] NAME OF SIGNER Scott Standridge
P.O. Box 176 Lindsay OK 73052
IN PRESENCE OF

[Redacted] NAME OF SIGNER Marla Wright
ADDRESS P.O. Box 746 Lindsay, OK 73052
UNITED STATES OF AMERICA

[Redacted] NAME OF SIGNER Kristine Danielson
OFFICIAL TITLE OF SIGNER Contracting Officer

Paragraph 3 of the Lease shall be deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent of \$521,866.51 for years 1 through 10, which consist of annual Operating costs of \$92,700.00, annual amortized Tenant Improvements (TI) of \$63,770.64, and annual amortized Building Specific Amortized Capital (BSAC) of \$9,328.16.

For years 11 through 15, the Government shall pay Lessor total annual rent of \$521,866.51. The total annual rent shall consist of Operating costs of \$92,700.00, but does not include annual CPI adjustments paid to date, per this lease.-

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 6OK0087. Rent for a lesser period shall be prorated. Rent shall be made payable to:

Standridge I, LLC
10719 100th Street
LINDSAY, OK 73052-5601"

Paragraph 4 of the Lease shall be deleted in its entirety and replaced with the following:

"4. The Government may terminate this lease at any time after April 9, 2022 by giving at least sixty (60) calendar days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

Paragraph 15 of the Lease shall be deleted in its entirety and replaced with the following:

"15. In accordance with provisions of Paragraphs 4.2 Tax Adjustments, 4.3 Operating Costs, and 4.4 Adjustment for Vacant Premises, of the Solicitation for Offers 6OK0087, the following parameters are established:

(a) The lease is subject to operating cost escalation. For operating cost adjustment, the operating costs are established at \$6.00 per rentable square foot. The base cost of services is established at \$92,700.00 based on \$6.00 for 15,445 rentable square feet.



(b) The lease is subject to real estate tax escalation. The base year is the first year of full assessment after construction of the building. For tax escalation in accordance with terms of Paragraph 4.2, the percentage of occupancy is 90.5 percent (15,445 RSF / 17,058 RSF). The base year tax statement will be submitted within 60 calendar days after payment to establish the base year taxes. If the tax statement is for multiple parcels or buildings, the value of each property shall be defined.

(c) The Adjustment for Vacant space is \$2.00 per ANSI/BOMA Office Area square foot to be applied if the space is not occupied or vacated by the agency, in whole or in part, prior to expiration of the firm term."

Paragraph 25 of the Lease shall be deleted in its entirety and replaced with the following:

"25. In accordance with the SFO Paragraph 2.6 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.6, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

INITIALS:


LESSOR & 
GOVT

Notwithstanding Paragraph 3 of this Lease, the shell rental portion (excluding taxes), of the annual rental payments (\$316,067.71 / 12 months = \$26,338.98 per month) due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue throughout the third month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- Month 1: First full month payment of \$43,488.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.
- Month 2: Second full month payment of \$43,488.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.
- Month 3: Third full month payment of \$43,488.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.
- Month 4: Fourth full month payment of \$43,488.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.
- Month 5: Fifth full month payment of \$43,488.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent.*

Paragraph 27 is added.

27. The address for the Lessor shall be changed from :

103 S.E. 2nd
LINDSAY, OK 73052-5601

TO:

10719 100th Street
LINDSAY, OK 73052-5601

All other terms and conditions remain in full force and effect.

INITIALS: AS & Jed
LESSOR & GOVT