

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 5 (REVISED)
	TO LEASE NO. GS-07P-LOK17300
ADDRESS OF PREMISES 410 Opal Street, Clinton, OK 73601	PDN Number:

**THIS AMENDMENT** is made and entered into between Dale and Bertha Jones, LLC

whose address is: 2428 Sunup Drive  
Clinton, OK 73601

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

**WHEREAS**, the parties hereto desire to amend the above Lease. The purpose of Lease Amendment No. 5 is to accept the Tenant Improvement's and the Building Secured Amortized Capital (BSAC), and to provide for an equitable adjustment in the rent. This agreement also revises the Termination provision, establishes the Broker Commission and the Broker Commission Credit.

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 **August 13, 2015**, as follows:

**1 Paragraph 1.03 A, Rent and Other Consideration (SEP 2013), is revised as follows:**

"The Government shall pay the Lessor annual rent, payable monthly in installments, in arrears, as follows:

Rent Component	Firm Term	Non Firm Term
	8/13/2015 through 8/12/2020	8/13/2020 through 5/28/2024
Shell	\$70,546.74	\$70,546.74
Operating Rent <sup>1</sup>	\$32,382.70	\$32,382.70
Tenant Improvements <sup>2</sup>	\$34,016.71	
BSAC <sup>3</sup>	\$1,310.03	
<b>Total Annual Rent</b>	<b>\$138,256.18</b>	<b>\$102,929.44</b>

1 Operating Costs reflects CPI adjustment through May 29, 2015

2. The Tenant Improvement Allowance of \$149,300.24 is amortized at a rate of 5.25 percent per annum over 60 months.

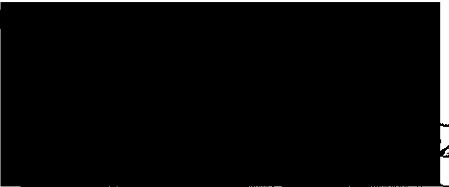
3. Building Specific Amortized Capital (BSAC) of \$5,750.00 is amortized at a rate of 5.25 percent per annum over 60 months.

(Continued)

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: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity Name: Dale & Bertha Jones LLC  
 Date: 9-24-2015

FOR THE GOVERNMENT:



Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 10/20/2015

WITNESSED FOR THE LESSOR BY:



Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Witness  
 Date: 9/24/2015

2. In accordance with the attached GSA Form 1204, Condition Survey Report, the Government accepts the Tenant Improvements substantially completed by the Lessor on August 13, 2015. All Punch List Items shall be completed by September 13, 2015.

**3. Paragraph 1.04 Broker Commission and Commission Credit (JUN 2012) is revised as follows:**

A. **CBRE, Inc.** ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties, which states the total amount shall be calculated on the shell rent only. Only [REDACTED] of the Commission, will be payable to **CBRE, Inc.** with the remaining [REDACTED], which is the "Commission Credit", to 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 practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

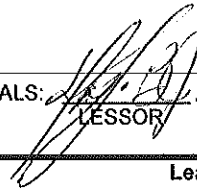

September Rental Payment \$11,521.35 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted September Rent.

October Rental Payment \$11,521.35 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted October Rent.

November Rental Payment \$11,521.35 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted November Rent.

**4. Paragraph 1.05 Termination Rights (AUG 2011) is revised as follows:**

The Government may terminate the lease, in whole or in part, at any time after 8/12/2020, by providing the Lessor not less than ninety (90) days prior written notice. The effective date of termination shall be the day following the expiration of the required notice period or the termination date, whichever is later. No rental shall accrue after the effective date of the termination. "

INITIALS:  &   
LESSOR & GOVT