

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-07P-LOK17372
ADDRESS OF PREMISES 901 NE 122 nd Street Oklahoma City, OK 73131	PDN Number - PS0032877

THIS AMENDMENT is made and entered into between Market 901, LLC

whose address is: 825 N. Broadway, Suite 300
Oklahoma City, OK 73102

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) provide for a Notice to Proceed and provide an anticipated completion date; and 2) to describe the TIs and BSAC to be constructed; and 3) to establish the total cost of the TIs and BSAC; and 4) to provide for the method of payment of the total TIs and BSAC.

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 the full execution of this amendment as follows:

- 1) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the construction of the TIs and BSAC. The anticipated date of completion of all the TIs and BSAC is within 120 working days following issuance of this NTP.
- 2) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the TIs and BSAC according to the referenced Construction Drawings consisting of 24 pages created by Bockus Payne Architects dated June 23, 2015.

The Lessor remains responsible for the accuracy of the Construction Drawings when compared to the Government approved Design Intent Drawings.

This Lease Amendment contains 3 pages inclusive of Exhibit A.

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.

[Redacted Signature]

FOR THE GOVERNMENT:

[Redacted Signature]

Title: MANAGER
Entity Name: MARKET 901, LLC
Date: 9-28-15

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 9.29.2015

[Redacted Signature]

Date: 9/28/15

3) The Government and the Lessor have agreed that the total cost of the TIs and BSAC is \$654,028.71 as depicted in the attached Exhibit " A." The TI and BSAC costs include all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TIs and BSAC by the anticipated date of completion.

Any changes of the Construction Drawings, which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

4) The Government shall pay for a portion of the total TI cost by amortizing \$253,264.11 over the ten (10) year firm term, monthly, in arrears, at an interest rate of 6.50%. Additionally, the Government shall pay for a portion of the BSAC cost by amortizing \$145,400.00 over the ten (10) year firm term, monthly, in arrears, at an interest rate of 6.50%. The total amount the Lessor shall amortize is \$398,664.11. The remaining balance of **\$255,364.60** [\$654,028.71 (Total TI and BSAC costs) - \$253,264.11 (TI amortized) - \$145,400.00 (BSAC amortized) = \$255,364.60] shall be paid by a lump-sum payment.

Upon completion of the TIs and BSAC, and the acceptance thereof by the Government, the rent commencement date and the adjusted rent schedule (if required due to the amount amortized) shall be established by a separate LA. The subsequent LA shall include the term of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, and the annual amortized TI and BSAC costs.

Upon acceptance of the TI and BSAC by the Government, the Lessor may submit for payment of the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the name 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 PS0032877** 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 Leasing Specialist at the following address:

General Services Administration
Attn: Jason Belle
819 Taylor St., Room 11A01
Fort Worth, Texas 76102

INITIALS:


LESSOR

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GOVT