GENERAL SERVICES ADMINISTRATION

PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT NO. 6

DATE 1. 10-12

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-07B-16658

ADDRESS OF PREMISES: 210 Park Avenue, Oklahoma City, OK 73102

THIS AGREEMENT, made and entered into this date by and between Oklahoma Tower Realty Investors, LLC

whose address is: 211 N. Robinson, Suite 308 Oklahoma City, OK 73102

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto agree to supplement the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on September 1, 2011 as follows:

- 1.) To accept the tenant improvements as completed and;
- 2.) establish the Commencement Date of the lease rental payments; and
- 3.) establish the square footages of the leased space; and
- 4.) provide the annual rental amounts; and
- 5.) establish the Governments percentage of occupancy; and
- 6.) establish the adjustment for vacant space; and
- 7.) modify the parking in the lease; and
- 8.) to provide for lump sum payment for the tenant improvement overages and to buy-down the amortized portion of the Tenant Improvement Allowance; and
- 9.) modify the broker's commission and commission credit section of the lease; and
- 10.) all other terms and conditions are in full force and effect.

See Attached

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

Ity Investors, LLC	
	WH.NAGE?
	Title
WAND BEECONT	
Printed Name	_
	1601 NW Expury Gle 500
Oignature	(Address)
DAM BAKER	OK/2homo City OK 73118
	City, State, Zip
	General Services Administration
	819 Taylor St., Room 5A18 Fort Worth, TX 76102
	Contracting Officer
Thomas Deli	(Official Title)

Supplemental Lease Agreement No. 6 LOK16658

210 Park Avenue Oklahoma City, OK 73102

- 1.) The tenant improvements have been substantially completed and the government accepts the leased space on September 1, 2011.
- 2.) The commencement date of the rental shall be September 1, 2011 and shall expire on August 31, 2021 unless sooner terminated in accordance with paragraph 4 of the Lease.
- 3.) The office space square footage shall be 10,146 rentable square feet yielding 8,823 ANSIBOMA Office Area (ABOA).
- 4.) The Government shall pay the Lessor annual rent as follows:

From September 1, 2011 through August 31, 2016 the total annual rental shall be \$285,426.05 at the rate of \$23,785.50 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$191,049.18, annual Operating Costs of \$36,829.98 plus annual Operating Cost adjustments, and annual Tenant Improvement Amortization cost of \$57,546.89.

From September 1, 2016 through August 31, 2021 the total annual rent shall be \$262,679.94 at the rate of \$21,890.00 paid monthly in arrears. The total annual rent consists of Shell Rent of \$225,849.96 and Operating Costs of \$36,829.98 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

- 5.) The percentage of occupancy for Tax Reimbursement purposes shall be: 1.92% (10,146 Rentable Square Footage (RSF)/ 528,437 RSF) and the new Base Year for taxes shall be the taxes in the year of 2010.
- 6.) The Government's adjustment of vacant space shall be a reduction of \$1.00/RSF.
- 7.) Parking as referenced in paragraphs 1 and 6. B of the Lease, shall be amended to a total of thirty (30) structured parking spaces located as follows: four (4) structured secured spaces in the City Center Garage, and twenty-six (26) structured spaces in a parking garage as designated by Lessor located in the area outlined in Exhibit "A" and shall be provided as a part of the rental consideration. Such twenty-six (26) spaces may be transferred to an alternate parking garage as designated by Lessor located in area outlined in Exhibit "A" upon thirty (30) days written notice from Lessor to the Government's local Contracting Officer's Representative and/or Contracting Officer's Technical Representative and the occupants. A map of the delineated area where parking shall be placed is depicted and attached as Exhibit "A".
- 8.) The total cost of the Tenant Improvements is \$940,806.02. A lump sum payment of \$633,324.47 for a portion of the tenant improvements has been paid by the Government to the Lessor previously. The Lessor and Government agree that an additional lump sum payment for a portion of the total tenant improvement cost shall be made in the amount of \$70,970.80. The remaining balance of \$236,510.75 shall be amortized monthly into the rent at the rate of eight percent (8%) over the first five (5) years of the lease as stated in paragraph 4 above.

The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. It shall reference the number PS0019832 and shall be sent electronically to the GSA Finance Website at http://www.finance.gsa.gov/defaultexternal.asp.

nitials Lessor 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 this invoice electronically, and 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 Contracting Officer at the following address:

General Services Administration Attn: David Garrison 819 Taylor Street 7PRA; Room 5A18 Fort Worth, Texas 76102-0181

9.) Paragraph 16 of the Lease shall be deleted in its entirety and replaced with the following:

The shell rental portion of the annual rental payments (\$142,246.92 / 12 months = \$11,853.91 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 payment and continue through the third full month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

Month 1: First full month payment of \$23,785.50 minus prorated Commission Credit of equals adjusted First Full Month's Rent.

Month 2: Second full month payment of \$23,785.50 minus prorated Commission Credit of equals adjusted Second Month's Rent.

Month 3: Third full month payment of \$23,785.50 minus prorated Commission Credit of equals adjusted Third Month's Rent."

10.) All other terms and conditions of the lease shall remain in full force and effect.

Initials
Covit Lessor