

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 5	TO LEASE NO. GS-07B-16825	DATE 11/1/11	PAGE 1 of 3
ADDRESS OF PREMISES 900 Leisure Lane, Bartlesville, OK 74006-7986			

THIS AGREEMENT, made and entered into this date by and between **DALE & BERTHA JONES, LLC**

whose address is **2428 SUNUP DR
CLINTON, OK 73601**

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

This Supplemental Lease Agreement (SLA) Number 5 is issued to account for increased Building Amortized Security Costs from adding concrete bollards to the front of the building, account for additional Lessor project costs due to Government delays in starting construction, adjust the Broker commission and to add to, restate, replace all of the SF-2 Paragraphs.

Paragraphs 1 through 20 of the Standard Form 2 (SF-2) are either added, restated, or replaced in their entirety with the following:

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

A total of 5,412 rentable square feet (RSF) of office and related space, which yields 4,989 ANSI/BOMA Office Area square feet (USF) of space located at 900 Leisure Lane, Bartlesville, OK 74006-7986 otherwise known as Lot Four, Terrel Taylor Addition, Bartlesville, Washington County, Oklahoma) to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are twenty-seven (27) parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term **beginning September 22, 2011 and ending September 21, 2021**, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$171,657.14 at the approximate rate of \$14,304.76 per month in arrears for years 1 - 5; which includes annual Shell costs (less taxes) of \$92,434.40, annual taxes of \$4,711.00, annual operating costs of \$33,446.16, annual amortized tenant improvements cost of approximately \$40,400.41 (which is \$7.46/RSF) and annual amortized Security costs of approximately \$665.17. The Lessor is amortizing \$170,025.12 of Tenant Improvement Allowance and \$2,799.36 of Building Amortized Security Cost over 5 years at an Amortization rate of 7%. The Government shall pay the Lessor annual rent of \$128,697.16 at the approximate rate of \$10,724.76 per month in arrears for years 6 - 10, which includes annual Shell costs (less taxes) of \$90,540.00, annual taxes of \$4,711.00, and annual operating costs of \$33,446.16. Rent for a lesser period shall be prorated. Rent shall be made payable to:

**DALE & BERTHA JONES, LLC
2428 SUNUP DR
CLINTON, OK 73601**

(Continued on Sheet 2 and 3, attached hereto and made a part of the lease)

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

[REDACTED]	LESSOR
	NAME OF SIGNER Dale Jones, Manager

[REDACTED]	IN PRESENCE OF
	NAME OF SIGNER Harvey Minton

[REDACTED]	UNITED STATES OF AMERICA
	NAME OF SIGNER Thomas T. Abraham
	OFFICIAL TITLE OF SIGNER LEASING CONTRACTING OFFICER

4. The Government may terminate this lease in whole or in part at any time after the fifth (5th) year of the lease by giving at least ninety (90) 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.

5. Paragraph 5 is omitted.

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

- A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO# 00K2007 dated 08/20/2010.
- B. Build out in accordance with standards set forth in SFO 00K2007 dated 08/20/2010, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
- C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

7. The following are attached and made a part hereof:

- A. Solicitation for Offers # 00K2007 dated 08/20/2010, 49 pages.
- B. Special Requirements, 11 pages.
- C. Price Component Schedule (pages 12-17), 6 pages.
- D. Attachments 2-18, 53 pages.
- E. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05), 2 pages.
- F. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07), 7 pages.
- G. Parking Narrative, 1 page.

8. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, rent shall include a Tenant Improvement Allowance (TIA) of \$170,025.12 to be amortized through the rent. The TIA shall be amortized at seven percent (7%) per annum over the five (5) year firm term of the lease.

9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 100%. (5,412 RSF / 5,412 RSF).

10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$33,446.16/annum.

11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.08479 (5,412 RSF/4,989 USF).

12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.50/USF for vacant space (rental reduction).

13. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$10.00 per hour beyond the normal hours of operation of 7:00 AM to 5:00 PM. Areas requiring 24/7 HVAC will be provided at no additional cost to the Government.

14. In accordance with the SFO Paragraph entitled *Tax Adjustment*, the tax base for adjustment is \$4,711.00 with the Government occupying 100% of the building. The base year tax is 2009.

15. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the five (5) year firm term value of this lease valued at [REDACTED]. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease

Notwithstanding Paragraph 3 of this Standard Form 2, the Shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit.

JA
[Handwritten signature]

16. The General Conditions shall be at the rate of 10% and the General Contractor's Fee shall be at the rate of 10%.
17. The Lessor Mark-up shall be 8% of the total project costs.
18. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions, and for alterations completed by either the Government or Lessor including initial build out of the lease space and/or any subsequent modifications required during the lease period. At the Government's sole discretion, alterations that remain in the leased space after termination of the lease contract will become property of the Lessor.
19. All questions pertaining to this Lease shall be referred to the Contracting Officer of the General Services Administration (GSA) or their designee. The Government occupant is not authorized to administer this lease and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other authorized cost in writing by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to repairs, changes of scope of work, alterations, and overtime services without the written authorization of a Contracting Officer. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.
20. Lease No. GS-07B-14864 will be terminated effective upon the Commencement Date of this Lease.

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