

<b>GENERAL SERVICES ADMINISTRATION</b> PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 3	DATE <b>7-9-12</b>
<b>SUPPLEMENTAL LEASE AGREEMENT (SLA)</b>	TO LEASE NO. <b>GS-O7B-16851</b>	
<b>ADDRESS OF PREMISES</b> 520 Denison Avenue, known as Parcel G, and further described as Lot 6 of the Arrowhead Mall subdivision, containing approximately 3.99 acres Muskogee, OK		
<p>THIS AGREEMENT, made and entered into this date by and between MUSKOGEE DOJ LLC.</p> <p>Whose address is 4706 Broadway          Suite 240          KANSAS CITY, MO 64112</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease to add square footage and to order Tenant Improvements which exceed the tenant improvement allowance.</p> <p>WHEREAS, all references to Muskogee USA LLC were a clerical error and were intended to refer to Muskogee DOJ LLC. Muskogee DOJ LLC has been the Lessor under this Lease at all times.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective <u>upon execution by the Government</u> as follows with replacement of paragraph 1, 2, 3, 8, 11 and 15 and addition of paragraphs 19 and 20:</p> <ol style="list-style-type: none"> <li>The Lessor hereby leases to the Government the following described premises:          A total of 33,119 rentable square feet (RSF) of office and related space, which yields 31,244 ANSI/BOMA Office Area square feet (USF) of space in a building to be constructed at Arrowhead Mall, Muskogee, OK on the site legally described as 520 Denison Avenue, known as Parcel G, containing approximately 3.99 acres, Muskogee, OK 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 107 parking space to include :           <ul style="list-style-type: none"> <li>47 parking spaces – structured and secured</li> <li>40 parking spaces surface secured</li> <li>20 parking spaces for visitors outside of the secure fence spaces for the exclusive use of Government employees and patrons.</li> </ul> </li> <li>TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the date the Government accepts the leased premises but no later than July 9, 2013 (if substantially complete) and continuing through fifteen years with ten years firm, subject to termination and renewal rights as may be hereinafter set forth.</li> <li>The Government shall pay the Lessor annual rent of \$1,209,472.27 at the rate of \$100,789.35(58) per month in arrears for years 1 – 15           Rent for a lesser period shall be prorated. Rent shall be made payable to:           <p style="text-align: center;">MUSKOGEE DOJ LLC              4706 BROADWAY, SUITE 240              KANSAS CITY, MO 64112</p> </li> <li>In accordance with the SFO paragraph entitled <i>Tenant Improvement Included in Offer (Aug 2008)</i>, Tenant Improvements in the total amount of \$987,070.00 shall be amortized through the rent for 10 years at the rate of 7%. The total annual cost of Tenant Improvements for the amortization period shall be \$137,528.63.</li> <li>In accordance with the SFO paragraph entitled <i>Operating Costs Base</i>, the escalation base is established as \$5.54/RSF (\$183,479.26 per /annum).</li> </ol>		

- 15. Security costs in the total amount of \$415,128.00 shall be amortized through the rent for 120 months at the rate of 7% for an annual figure of \$57,839.86. The Government agrees to pay the Lessor a one time lump sum payment for the BSAC overage in the amount of \$300,000.00 which will be due upon receipt of an original invoice submitted after completion, inspection and final acceptance of the space by the Contracting Officer.
- 19. The total Tenant Improvement cost to produce the space pursuant to the Design Intent Drawings, Special Requirements, SFO requirements and the Construction Drawings is \$2,450,070.00. Therefore the Government agrees to pay the Lessor a one time lump sum payment for the tenant improvement overage in the amount of \$1,463,000.00 which includes a general contractor fee (4% of the total subcontractors cost) , Lessor project management fee (6% of total subcontractors cost), General Conditions (5% of total subcontractor cost) and Architectural/engineering fees (5% of construction costs) which will be due upon receipt of an original invoice submitted after completion, inspection and final acceptance of the space by the Contracting Officer.

The original invoice must be submitted directly to the GSA Finance Office electronically on the finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov). If you are unable to process the invoice electronically you may mail the original invoice to following address:

GSA, Greater Southwest Finance Center  
FAS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration  
Attn: Daphne Hadley  
819 Taylor Rm 5A18  
Fort Worth, TX 76102

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.
- GSA PDN # PS0023766

20. The first two paragraphs of Section 1.8 (a) of the SFO are amended (and to further clarify) to read:

2.8 OCCUPANCY DATE

- a. Occupancy is required no later than July 9, 2013 (and will be accepted if substantially complete on that date).

The entire office building and parking structure must be completed and ready for occupancy no later than July 9, 2013. Upon delivery of the leased premises as substantially complete, the Government will prepare a 'punch list' of items that are not essential to substantial completion which are not complete. The Lessor must complete all punch list items within 14 days of receipt of said punch list.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their names as of the above date.

[Redacted Signature]

(Signature)

*member*  
\_\_\_\_\_  
(Title)

IN PRESENCE OF [Redacted Signature]

(Signature)

*41706 Broadway, Suite 240  
Kansas City, MO 64134*  
\_\_\_\_\_  
(Address)

[Redacted Signature]

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
819 TAYLOR ST., FT. WORTH, TX 76102  
\_\_\_\_\_  
(Official Title)