

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 2	DATE 8.21.12
	TO LEASE NO. GS-07B-16898	

ADDRESS OF PREMISES: 506 West Utah Avenue
Chickasha, OK 73018-5852

THIS AGREEMENT made and entered into this date by and between SIGHTS, WOLTERS, L.L.C.

whose address is 10018 HWY 183 N
CLINTON, OK 73601-0456

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 as follows:

- 1.) Tenant Improvements have been substantially completed and the Government accepts the leased space contingent upon the completion of the punch list items attached as Exhibit "A."
- 2.) To establish the commencement date of the rent as July 11, 2012.
- 3.) To revise the annual rental rate.
- 4.) Paragraphs 1, 2, 3, 4 and 16 of the SF-2 are deleted in their entirety and replaced therefore.
- 5.) All other terms and conditions of the Lease are in full force and effect.

Continued on Page 2

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



Signature

V.P.

Title

KEVIN WOLTERS

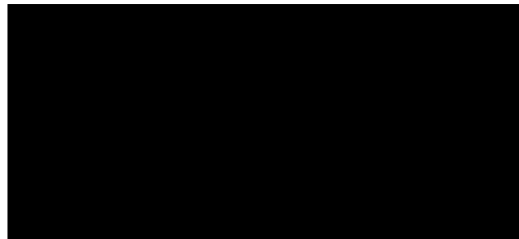
Printed Name



Signature

BARBARA Vowell

Printed Name



General Services Administration
1919 Smith St., Suite 1600
Houston, TX 77002
Lease Contracting Officer
(Official Title)

Supplemental Lease Agreement #2
GS-07B-16898
506 West Utah Avenue
Chickasha, OK 73018-5852

1. Paragraph 1 of the Lease shall be deleted in its entirety and replaced with the following:

"1. A total of 5,675 rentable square feet (RSF) of office and related space, which yields 4,999 ANSI/BOMA Office Area Square Feet (ABOA) of space [See Exhibit "A" – Floorplan] located at 506 West Utah Avenue, Chickasha, OK 73017-5852. Included in the rent at no additional cost to the Government are twenty-six (26) surface parking spaces for exclusive use of Government employees and patrons."

2. Paragraph 2 of the Lease shall be deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 11, 2012, and continuing for a term through ten (10) years, expiring July 10, 2022, subject to termination rights as may be hereinafter set forth in Paragraph 4 of the Lease."

3. Paragraph 3 of the Lease shall be deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent of \$169,134.11 at the rate of \$14,094.63 per month in arrears for years 1-5. This includes an annual shell rent of \$101,244.62, annual operating costs of \$27,400.00 per year as identified in paragraph 11, and annual amortized Tenant Improvement (TI) cost of \$40,489.49.

The Government shall pay the Lessor annual rent of \$127,280.04 at the rate of \$10,606.67 per month in arrears for years 6-10. This includes an annual shell rent of \$99,880.04 and annual operating costs of \$27,400.00 with annual CPI adjustments.

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:


SIGHTS, WOLTERS, L.L.C.
10018 HWY 183 N
CLINTON, OK 73601-0456"

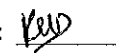
4. Paragraph 4 of the Lease shall be deleted in its entirety and replaced with the following:

"4. The Government may terminate this Lease in part or in whole at any time after July 11, 2017 by giving at least ninety (90) calendar 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."

Continued on Page 3

Page 2 of 3

Gov't Initials: 

Lessor Initials: 

Supplemental Lease Agreement #2
GS-07B-16898
506 West Utah Avenue
Chickasha, OK 73018-5852

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

"In accordance with SFO Paragraph 2.4 Broker Commission and Commission Credit, CBRE ("Broker") is the authorized real estate broker representing GSA in connection with the lease transaction. The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). 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. Due to the Commission Credit described in SFO Paragraph 2.4, only [REDACTED] or [REDACTED] of the Commission, will be payable to CBRE. The remaining [REDACTED], or [REDACTED] which is the "Commission Credit", shall 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 month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of this Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in the schedule for adjusted Monthly Rent.

First Month's Rental Payment \$14,094.51 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$14,094.51 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$14,094.51 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent."

"NOTE: Commissions and/or credits are treated as confidential financial information and are not for public disclosure. The information is not for use for any other purpose than that for which it is provided without consent of the GSA Lease Contracting Officer."

6. All other terms and conditions of the Lease are in full force and effect.

Gov't Initials: 

Lessor Initials: 