## GENERAL SERVICES ADMINISTRATION

PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT NO. 1

DATE 7/16/12

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-07B-16971

ADDRESS OF PREMISES: 4300 Highline Blvd., Oklahoma City, OK 73108-1830

THIS AGREEMENT, made and entered into this date by and between Appian Properties, LLC. whose address is 2600 SW 136<sup>th</sup> Street, Oklahoma City, OK 73170-5135

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

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

- 1.) To accept the tenant improvements as completed and reserve the right for future tenant improvements; and
- 2.) To establish the Commencement Date of the lease rental payments; and
- 3.) To establish the square footages of the leased space; and
- 4.) To provide the annual rental amounts; and
- 5.) To establish the Governments percentage of occupancy; and
- 6.) To establish the adjustment for vacant space; and
- 7.) 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.

	President Title	
Walter M. Kositzky Printed Name		
Printed Name	City, Ottio, Zip	
CRICA	General Services Administration 819 Taylor St., Room 5A18 Fort Worth, TX. 76102 Contracting Officer	
	Printed Name  Printed Name	Printed Name  CRICA  General Services Administration 819 Taylor St., Room 5A18 Fort Worth, TX. 76102

## Supplemental Lease Agreement No. 1 LTX16971 4300 Highline Blvd Oklahoma City, OK 73108-1830

- 1.) The Government accepts the leased space on December 13, 2011. The Government reserves the right of payment for future tenant improvements via lump sum payment to the Lessor. Lessor shall be responsible for and act as General Contractor for all improvements.
- 2.) The commencement date of the rental shall be December 13, 2011 and shall expire on December 12, 2021.
- 3.) The office space square footage shall be 3,108 rentable square feet yielding 3,108 ANSIBOMA Office Area (ABOA).
- 4.) The Government shall pay the Lessor annual rent as follows:

From December 13, 2011 through December 12, 2016 the total annual rental shall be \$35,250.24 at the rate of \$2,937.52 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$18,560.70, annual Operating Costs of \$16,689.54 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

From December 13, 2016 through December 12, 2021 the total annual rent shall be \$36,698.88 at the rate of \$3,058.24 paid monthly in arrears. The total annual rent consists of Shell Rent of \$20,009.34 and Operating Costs of \$16,689.54 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

- 5.) The percentage of occupancy for Tax Reimbursement purposes shall be: 5.17% (3,108 Rentable Square Footage, (RSF) /60,065 RSF) and the new Base Year for taxes shall be the taxes in the year of 2011.
- 6.) The Government's adjustment of vacant space shall be a reduction of \$4.00/ABOA.

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