

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 7
	TO LEASE NO. GS-07B-16971
ADDRESS OF PREMISES 4300 Highline Blvd. Oklahoma City, OK 73108-1830	PDN Number: PS0024257

THIS AGREEMENT, made and entered into this date by and between **APPIAN Properties, LLC**

whose address is: **2600 SW 136th Street
Oklahoma City, OK 73170-5135**

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

WHEREAS, the parties hereto desire to amend the above Lease. .

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective **September 3, 2013** as follows:

- 1.) Description of the Tenant Improvements and Building Specific Security to be constructed; and
- 2.) To provide a Notice to Proceed and provide for an anticipated date of completion; and
- 3.) To provide for the method of payment of the total Tenant Improvements and Building Specific Security and provide for a credit adjustment; and
- 4.) All other terms and conditions are in full force and effect.

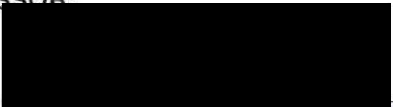
See Attached

This Lease Amendment contains 3 pages, inclusive of Exhibit "A".

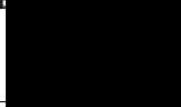
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

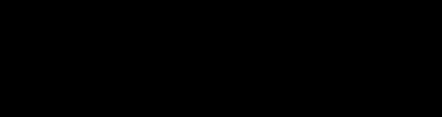
FOR THE LESSOR:

Signature: 
 Name: WALTER M KOSIŹKY
 Title: President
 Entity Name: APPIAN Properties, LLC
 Date: 9/16/13

FOR THE GOVERNMENT:

Signature: 
 Name: Don W. Day
 Title: Lease Contracting Officer
GSA, Public Buildings Service, 7PRA
819 Taylor St., Ft. Worth, Texas 76102, Rm. 5A18
 Date: 9/24/2013

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: James [unclear]
 Title: _____
 Date: 9/16/2013

- 1.) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the Tenant Improvements and Building Specific Security as depicted and according to the Revised Titus Construction Proposal dated September 3, 2013 in the amount totaling **\$44,767.00**; which is depicted in the attached Exhibit "A".
- 2.) Upon full execution and delivery of this Lease Amendment (LA) the Lessor can consider this as a Notice to Proceed with the construction of the tenant improvements. The anticipated date of the completion of the Tenant Improvements and Building Specific Security and acceptance by the Government is on or before September 13, 2013.
- 3.) The Government shall pay the Lessor for the total cost of the Tenant Improvements and Building Specific Security as follows:

The total cost of the Tenant Improvements and Building Specific Security shall change from **\$46,207.00** to **\$44,767.00** [$\$23,340.00 + \$8,160.00 + \$4,392.00 + \$10,315.00 - \$1,440.00$ (Credit Adjustment) = $\$44,767.00$]. The total Tenant Improvement and Building Specific Security cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements and Building Specific Security and by the anticipated date of completion.

Any changes of the Scope of Work, which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

The total Tenant Improvement and Building Specific Security costs, **\$44,767.00**, shall be paid by a lump-sum payment upon acceptance by the Government of all tenant improvements including Building Specific Security.

To submit for payment of the lump-sum-payment, 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. **The invoice shall reference the number PS0024257** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp> . 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 the invoice electronically, then the 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/Realty Specialist at the following address:

General Services Administration
Attn: Don W. Day
819 Taylor Street, Room 5A18
Ft. Worth, Texas 76102-0181
817-978-7018

- 4.) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS: Wmk & nl
LESSOR & GOVT