

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07P-LOK17005
ADDRESS OF PREMISES 12301 N. Kelley Avenue Oklahoma City, OK 73131	PDN Number: PS0029206

THIS AGREEMENT, made and entered into this date by and between MARKET CENTER, LLC

whose address is: 825 N. BROADWAY, SUITE 300
OKLAHOMA CITY, OK 73102

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

WHEREAS, the parties hereto desire to amend the above Lease to (i) accept the Tenant Improvements as completed, (ii) establish the Commencement Date of the lease, (iii) establish the square footages of the leased space, (iv) provide the annual rental amounts, (v) establish the Governments Percentage of Occupancy, (vi) establish the reduction amount for vacant space, (vii) establish the Base for the Operating Cost adjustment, (viii) establish the Common Area Factor, (ix) to provide for the payment of the Tenant Improvements and Building Specific Amortized Capital, and (x) to state the Broker Commission and the Commission Credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 12, 2014 as follows:


1. The Tenant Improvements have been completed and the government accepts the leased premise on September 12, 2014.
2. The Commencement Date of the rental shall be September 12, 2014 and shall expire on September 11, 2024, subject to the termination rights set forth in the lease in Section 1.05 TERMINATION RIGHTS (AUG 2011).
3. The leased premise square footage shall be 22,780 Rentable Square Feet (RSF) yielding 20,505 ANSI/BOMA Office Area (ABOA).

This Lease Amendment contains 3 pages.


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.

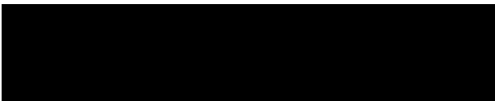
FOR THE LESSOR:
MARKET CENTER, LLC

Signature: 
Name: MARKET CENTER, LLC
Title: MANAGER
Entity Name: MARKET CENTER, LLC
Date: 9-16-14

FOR THE GOVERNMENT:

Signature: 
Name: ANITA S. BROWN
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: September 25, 2014

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: STEPHANIE A. WOODS
Title: Controller
Date: 9-18-14

4. The Government shall pay the Lessor annual rent as follows:

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$ 410,951.20	\$456,511.20
TENANT IMPROVEMENTS RENT ¹	\$ 170,190.74	\$ 0.00
OPERATING COSTS	\$ 78,818.80	\$ 78,818.80
BUILDING SPECIFIC SECURITY ²	\$ 5,470.69	\$ 0.00
TOTAL ANNUAL RENT	\$665,431.43	\$535,330.00

¹The Tenant Improvement Allowance of \$724,852.00 is amortized at a rate of 6.5 percent per annum over 5 years.

²Building Specific Security Costs of \$23,300.00 are amortized at a rate of 6.5 percent per annum over 5 years.

³Rates may be rounded.

5. The Percentage of Occupancy for Tax Reimbursement purposes shall be: 100%. The percentage of occupancy is derived by dividing the total Government space of 22,780 RSF by the total building space of 22,780 RSF.
6. The Government's Adjustment for Vacant Space shall be a reduction of \$2.39 per ABOA SF.
7. In accordance with the lease paragraph 1.12 OPERATING COST BASE (AUG 2011), the escalation base shall be \$78,818.80 (22,780 RSF x \$3.46).
8. In accordance with the lease paragraph 1.01 THE PREMISES (AUG 2011), the Common Area Factor shall be 1.11 (22,780 RSF / 20,505 ABOA).
9. The total cost of the Tenant Improvements and Building Specific Security is \$1,493,130.99. The Lessor and the Government agree that a lump-sum payment for a portion of the total Tenant Improvement cost shall be made in the amount of \$744,978.99. The remaining balance of \$724,852.00 for Tenant Improvements and \$23,300.00 for Building Specific Security shall be amortized monthly into the rent at the rate of six and one-half percent (6.5%) over the first five (5) years of the lease as stated in paragraph 4 above.



Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$744,978.99, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration
 FTS 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: GSA CONTRACTING OFFICER – KRISTINE DELTORTO
 200 NW 4th Street, Room 4050
 Oklahoma City, OK 73102

INITIALS:  LESSOR &  GOVT

