

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 5 (Revised)
LEASE AMENDMENT	TO LEASE NO. GS-07B-17080
ADDRESS OF PREMISES Airport Business Center 3700 South MacArthur, Suite C Oklahoma City, OK 73179-7612	PDN Number:

THIS AMENDMENT is made and entered into between WAIP, LLC

whose address is: 825 North Broadway Avenue
Suite 310
Oklahoma City, OK 73102-6012

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

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

- 1.) To discontinue use of the Supplemental Lease Agreement form; and
- 2.) To accept the Tenant Improvements as completed; and
- 3.) Establish the Commencement Date of the lease rental payments; and
- 4.) Establish the square footages of the leased space; and
- 5.) Provide the annual rental amounts; and
- 6.) Establish the Government's Percentage of Occupancy; and
- 7.) Establish the reduction amount for vacant space; and
- 8.) Establish the Base for the Operating Cost adjustment; and
- 9.) Establish the Common Area Factor; and
- 10.) To provide for the payment of the Tenant Improvements; and
- 11.) All other terms and conditions are in full force and effect

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 upon execution.


- 1.) The Government desires to discontinue use of the Supplemental Lease Agreement form.
- 2.) The Government accepts the leased space on July 31, 2013. The tenant improvements are substantially complete except for the storm shelter authorized in SLA 4. Therefore, this SLA authorizes payment approval for all TI's, less \$85,673.00 for the storm shelter which will be authorized upon acceptance via subsequent SLA.

This Lease Amendment contains 2 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:


FOR THE LESSOR:

Signature: 
Name: Tim Burton
Title: Asset Director
Entity Name: WAIP LLC
Date: 8-1-13

FOR THE GOVERNMENT:

Signature: 
Name: [Redacted]
Title: [Redacted]
GSA, Public Buildings Service.
Date: 8/1/13

WITNESSED:

Signature: 
Name: Jessa Daniels
Title: Administrative Asst.
Date: Aug. 1, 2013

3.) The total term of the lease is for ten (10) years with five (5) years firm, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of the rental shall begin on July 31, 2013 and shall expire on July 30, 2023.

4.) The office space square footage shall be 31,518 rentable square feet yielding 30,686 ANSI/BOMA Office Area (ABOA).

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

From July 31, 2013 through July 30, 2018 the total annual rental shall be \$976,645.52 at the rate of \$81,387.13 paid monthly in arrears. The total annual rent consists of annual Shell of \$585,289.26, Operating Costs of \$131,745.24. There is amortized Tenant Improvement cost in the amount of \$1,033,198.00 for 5 years at 6.5%. BSAC cost in the amount of ~~\$17,022.55~~ for 5 years at 6.5%. *\$72,500.*

From July 31, 2018 through July 30, 2023 the total annual rental shall be \$812,536.87 at the rate of \$67,711.41 paid monthly in arrears. The total annual rent consists: Shell rent of \$663,769.08 and Operating Costs of \$131,745.24. There is no amortized Tenant Improvement cost or BSAC associated with the rental.

6.) The Percentage of Occupancy for Tax Reimbursement purposes shall be: 88.69%. The Base Year for taxes shall be the taxes in the year of 2013.

7.) The Government's Adjustment for Vacant Space shall be a reduction of \$2.65/ ABOA SF.

8.) In accordance with the Lease paragraph 1.12 entitled "Operating Cost Base," the Lessor's base rate for operating costs shall be \$4.18 per Rentable SF.

9.) In accordance with the Lease paragraph 1.01 entitled "The Premises," the Common Area Factor shall be 2.7.

10.) The total cost of the Tenant Improvements is \$1,549,968.70. The Government will pay for a portion of the total Tenant Improvement Cost by amortizing \$1,033,198.00 over the first five year of the term, monthly, at an interest rate of 6.5%. The remaining balance of \$516,770.70 [\$1,549,968.70 - \$1,033,198.00 = \$516,770.70] shall be paid by lump-sum payment upon the completion and acceptance by the Government of the Tenant Improvements.

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 PDN PS0025874 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:


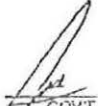
General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

General Services Administration
ATTN: Garhett Gordon
819 Taylor Street, (RM 5A18)
Ft Worth, TX 76102
817-978-0349

11.) All other terms and conditions are in full force and effect

INITIALS:


LESSOR & 
GOVT