# GENERAL SERVICE ADMINISTRATION PUBLIC BUILDING SERVICE LEASE AMENDMENT

LEASE AMENDMENT

NO. 02

DATE 10-9-15

SE AMENDMENT TO LEASE NO:

GS-07B- 17294

ADDRESS OF PREMISES:

110 W. 7<sup>th</sup> St.

Tulsa, OK 74119

THIS AGREEMENT, made and entered into this date by and between

WZ Associates Property Tulsa, LLC

whose address is

6060 N. Central Expressway, Ste. 101

Dallas, TX 75206

hereinafter called the Lessor and UNITED STATES OF AMERICA, hereafter call the Government

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

NOW THEREFORE, These parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

The purpose of this Lease Amendment (LA) is to provide a payment for FY14 annual overtime utilities.

In consideration of a one-time lump sum payment not to exceed \$1,500.00 for FY14 annual overtime utilities specified in the reference lease document, designated as Attachment A.

In order to receive payment, the Lessor should create and include a unique invoice number on the invoice submitted for payment. The invoice should have the Lessor's name and lease number cited exactly how it is stated on the lease contract. The invoice should include the PDN number PS0032974. Lessor should submit invoices electronically on the GSA Finance Website at www.finance.gsa.gov (instructions for submitting invoices are found on the website).

All other items and conditions of the lease shall remain force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

IN P

Exec. Assistant
(Title)

GENERAL SERVICES ADMINISTRATION
200 NW 4<sup>th</sup> St. #4050, Oklahoma City, OK 73102
CONTRACTING OFFICER

# EXHIBIT A to Lease Amendment #02 to Lease LOK17294

# 1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 7,66 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 39,976 RSF by the total Building space 621,584 RSF.

# 1.12 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is \$442,442. Tax adjustments shall not occur until the tax year following lease commencement has passed.

# 1.13 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph tilled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$5.47 per RSF (\$218,783.62/annum).

### 1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government falls to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$0.72 per ABOA SF of Space vacated by the Government.

## 1.15 HOURLY OVERTIME HYAC RATES (AUG 2011)

The following rates shall apply in application of the paragraph titled "Overtime HVAC Usago:"

\$32.00 per hour per zone

# 1.16 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have healing and cooling 24 hours per day, if 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at \$125.00 per month for the entire current computer room (the area currently receiving the 24-hour HVAC). Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tonents in the Building at no additional charge.

Exhibit A, page 1 of 1

INITIALS: Government <u>KW</u> and Lessor <del>WM</del>