

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-07B-17025
ADDRESS OF PREMISES 5110 Yale Avenue Tulsa, OK 74135	PDN Number:

THIS AGREEMENT, made and entered into this date by and between **JOSHUA OPERATING CO, LLC**

whose address is: 4500 S Garnett Rd Suite 600
Tulsa, OK 74146-5211

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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective on April 30, 2013 as follows:

- 1.) To accept the Tenant Improvements as completed;
- 2.) Establish the Commencement Date of the lease rental payments;
- 3.) To document changes to the square footages of the leased space and Common Area Factor (CAF);
- 4.) Provide the annual rental amounts;
- 5.) To provide for the payment of the Tenant Improvements;
- 6.) To document changes to the Government's Percentage of Occupancy;
- 7.) To document changes to the Operating Costs Adjustment;
- 8.) To document changes to the Broker Commission and Commission Credit;
- 9.) All other terms and conditions are in full force and effect.

See Attached


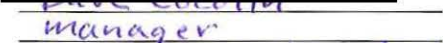
This Lease Amendment contains 2 pages.


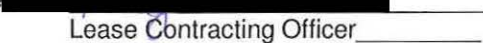
All other terms and conditions of the lease shall remain in force and effect.

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


FOR THE LESSOR: JOSHUA OPERATING CO, LLC

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: manager
Entity Name: Joshua Operating CO, LLC
Date: May 29, 2013

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service, 7PRB
819 Taylor St., Ft. Worth, Texas 76102
Date: 6-12-13

WITNESSED

Signature: 
Name: US
Title: DIRECTOR
Date: MAY 29, 2013

- 1.) The Tenant Improvements have been completed and the Government accepts the leased premise on April 30, 2013.
- 2.) The Commencement Date of the rental shall be April 30, 2013 and shall expire on April 29, 2023, subject to the termination rights set forth in the lease.
- 3.) The leased premise square footage shall be 5,857 Rentable Square Feet (RSF) yielding 5,093 ANSI/BOMA Office Area (ABOA). Ten (10) surface parking spaces shall be reserved for the Government. The Common Area Factor (CAF) is established as 1.15 (ROUNDED) (5,857 RSF/5,093 USF).
- 4.) The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	April 30, 2013 – April 29, 2018	April 30, 2018 – April 29, 2023
	Annual Rent	Annual Rent
Shell Rental Rate	\$76,141.00	\$87,855.00
Operating Costs	\$24,892.25	\$24,892.25
Tenant Improvements Rental Rate	\$26,448.29	\$00.00
Building Specific Security Costs	\$958.74	\$00.00
Full Service Rate	\$128,440.28	\$112,747.25

- 5.) The total cost of the Tenant Improvements and Building Specific Security (BSS) is \$114,658.24 [\$110,647.34 (Tenant Improvements) + \$4,010.90 (BSS) = \$114,658.24]. It is agreed that the total cost of the Tenant Improvements and BSS shall be amortized over the first five (5) years of the term of the lease agreement and paid monthly in arrears at an annual interest rate of 7.25%.
- 6.) The Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 8.37% (5,857 RSF / 69,960). The percentage of occupancy is derived by dividing the total Government space of 5,857 rentable square feet by the total building space of 69,960 rentable square feet.
- 7.) The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$4.25 rentable square feet.
- 8.) **Jones Lang LaSalle Americas, Inc.** ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [redacted] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [redacted] of the Commission, will be payable to **Jones Lang LaSalle Americas, Inc.** with the remaining [redacted] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest period practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

1st Full Month Rental Payment \$10,703.36 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 1st FULL Month's Rent.

2nd Full Month Rental Payment \$10,703.36 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 2nd FULL Month's Rent.

3rd Full Month Rental Payment \$10,703.36 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 3rd FULL Month's Rent.

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

INITIALS: [Signature] & [Signature]
 LESSOR & GOVT