

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-07P-LOK17438
ADDRESS OF PREMISES Eastgate Metroplex 14002 E. 21 st Street Tulsa, OK 74134	PDN Number: N/A

THIS AMENDMENT is made and entered into between EG Ventures, LLC

whose address is: 14002 East 21st Street, Suite 1140, Tulsa, OK 74134

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:

1. To state the authority to expand the leased Premises;
2. To state the expansion square footage;
3. To modify the square footages of the leased space;
4. To modify the rental schedule;
5. To modify the Broker Commission and Commission Credit;
6. To modify the Tenant Improvement Allowance;
7. To modify the Percentage of Occupancy; and
8. To modify the Operating Cost Base.

NOW THEREFORE, these parties for consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by both parties, as follows:

1. The Government seeks to expand the leased Premises pursuant to Paragraph 30 "Changes" of the GSA Form 3517B.
2. THE EXPANSION SPACE

The Government and the Lessor agree to expand the Lease premises to 15,588 ABOA. The total leased premises shall increase from 16,383 RSF / 14,628 ABOA to 17,458 RSF / 15,588 ABOA.

This Lease Amendment contains 3 pages PLUS Exhibit A-LA#1 (1 page).

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

FOR THE GOVERNMENT

Signature:

Name:

Title:

Entity Name:

Date:

ROBERT E. PHILLIPS
MANAGING MEMBER
EG VENTURES, LLC
9/14/16

Signature:

Name:

Title:

Date:

Kristine Deltoro

Lease Contracting Officer

GSA, Public Buildings Service, Leasing Division

9/27/16

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

M. HERBERT CATHVIN
CONSULTANT
9/14/16

3. Paragraph 1.01 of the Lease shall be deleted in its entirety and replaced with the following:

***1.01 THE PREMISES (JUN 2012)**

- A. Office and Related Space: 17,458 rentable square feet (RSF), yielding 15,588 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on a portion of the 1st floor and known as Suite 500, of the Building, as depicted on the floor plan attached hereto as Exhibit A to Lease Amendment No. 1.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 11.99640 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses."

4. Paragraph 1.03 A and B of the Lease shall be deleted in its entirety and replaced with the following:

***1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)**

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

	FIRM TERM YEARS 1 - 10 ANNUAL RENT	NON FIRM TERM YEARS 11 - 15 ANNUAL RENT
SHELL RENT	\$145,599.70	\$159,566.12
TENANT IMPROVEMENT RENT ¹	\$59,459.60	\$59,459.60
OPERATING COSTS	\$77,688.10	\$77,688.10
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ²	\$781.97	0.00
TOTAL ANNUAL RENT	\$283,529.37	\$296,713.82

¹The Tenant Improvement Allowance of \$626,581.49 is amortized at a rate of 5.0 percent per annum over 15 years.

²Building Specific Amortized Capital (BSAC) of \$6,143.75 are amortized at a rate of 5.0 percent per annum over 10 years.

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 15,588 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517."
5. Paragraph 1.04 of the Lease shall be deleted in its entirety and replaced with the following:

***1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. Savills Studley, 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 Savills Studley, 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 full month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. 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:

Month 1 FULL Rental Payment \$23,627.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st FULL Month's Rent."

Month 2 FULL Rental Payment \$23,627.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd FULL Month's Rent."

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Month 3 FULL Rental Payment \$23,627.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd FULL Month's Rent.*

Month 4 FULL Rental Payment \$23,627.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th FULL Month's Rent.*

Month 5 FULL Rental Payment \$23,627.45 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th FULL Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

6. Paragraph 1.13 of the Lease is hereby deleted in its entirety and replaced with the following:

"1.13 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 2.063952 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 17,458 RSF by the total Building space of 845,853 RSF."

7. Paragraph 1.15 of the Lease is hereby deleted in its entirety and replaced with the following:

"1.15 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$4.45 per RSF (\$77,688.10 per annum)."

END OF LEASE AMENDMENT No. 1

INITIALS:


LESSOR

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