

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07P-LOK17500
LEASE AMENDMENT ADDRESS OF PREMISES: 800 E Okmulgee Avenue Muskogee, OK 74403-5530	PDN Number: N/A

THIS AMENDMENT is made and entered into between EASTSIDE BLVD., LLC

whose address is: 1918 N 11TH STREET
MUSKOGEE, OK 74401-3507

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 accept the Tenant Improvements (TIs) as substantially complete; and
- 2.) To establish the annual rental amounts; and
- 3.) To establish the method of payment of the total Tenant Improvement (TI) costs; and
- 4.) To document the Broker Commission and the Commission Credit.

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 the full execution of this amendment as follows:

- 1) The Tenant Improvements (TIs) have been substantially completed and the Government accepts the leased space on August 9, 2018. The Lessor and the Government agree that all requirements have been met (see attached Exhibit A - GSA Form 1204 - Condition Survey Report).

This Lease Amendment contains 3 pages, including Exhibit A.

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:

Signature: 
Name: K. Carole Roberts
Title: Owner
Entity Name: RGR, Inc.
Date: 2/14/19

FOR THE GOVERNMENT:

Signature: 
Name: Nancy Lopez
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 3/12/2019

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Jill Logan
Title: MANAGER
Date: 2/14/19

2) 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 ¹	\$1,293,145.53	\$1,459,524.43
TENANT IMPROVEMENTS RENT ²	\$ 54,816.99	\$ 0.00
OPERATING COSTS ³	\$511,340.00	\$511,340.00
PARKING	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$1,859,302.52	\$1,970,864.43

¹Shell rent calculation:

(Firm Term) \$18.89 per RSF multiplied by 68,458 RSF

(Non-Firm Term) \$21.32 per RSF multiplied by 68,458 RSF

²Tenant Improvements of \$211,089.21 are amortized at a rate of 6.25 percent per annum over the remainder of the firm term (effective date 8/9/2018).

³Operating Costs rent calculation: \$7.47 per RSF multiplied by 68,458 RSF

3) The Government and the Lessor have agreed that the total cost of the TIs is \$211,089.21 including all approved change orders. The TI and change order costs include all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TIs.

The Tenant Improvement Allowance per the Lease Agreement is \$211,089.21. The total TI costs shall be amortized over the remainder of the firm term of the lease agreement at an interest rate of 6.25%, paid monthly in arrears as part of the rental payment upon the completion and acceptance by the Government (effective date 8/9/2018).

4) DTZ Americas, Inc. d/b/a Cushman & Wakefield, 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 DTZ Americas, Inc. d/b/a Cushman & Wakefield, 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 time 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 month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$154,941.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$154,941.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$154,941.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

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

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

INITIALS:  LESSOR

&  GOVT