

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-07P-LOK17500
ADDRESS OF PREMISES 800 E Okmulgee Avenue Muskogee, OK 74403-5530	PDN Number:

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. The purpose of this Lease Amendment is to accept the leased premise as substantially complete.

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 December 21, 2017 as follows:

- 1.) Establish the Commencement Date of the lease rental payments; and
- 2.) Re-state the expiration of the firm term of the lease; and
- 3.) Establish the square footages of the leased space; and
- 4.) Provide the annual rental schedules and amounts; and
- 5.) Establish the Government's' Percentage of Occupancy for Property Tax purposes; and
- 6.) To provide for the rental reduction amount for vacant space; and
- 7.) Establish the Base amount for the Operating Cost adjustments; and
- 8.) Establish the Common Area Factor; and
- 9.) To provide the payment information of Tenant Improvements upon completion; and
- 10.) To state the Broker Commission and Commission Credit upon completion and acceptance of Tenant Improvements;
- 11.) To Amend Paragraphs 1.07 and 6.12B (2)
- 12.) All other terms and conditions are in full force and effect.
 - 1.) The Commencement Date of the rental on the demised premise shall be December 21, 2017 and shall expire on 12/20/2029, subject to the termination rights set forth in the lease.

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:

Signature: _____
 Name: R. Carlie Roberts
 Title: President
 Entity Name: Eastside Boulevard, LLC
 Date: 03/14/18

FOR THE GOVERNMENT:

Signature: _____
 Name: Nancy Lopez
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 3-14-2018

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: Adam Lambert
 Title: Project Management
 Date: 03/14/18

- 2.) The firm term of the lease expires on 12/20/2022.
- 3.) The total leased premise square footage shall be 68,458 Rentable Square Feet (RSF) yielding 65,376, ANSI/BOMA Office Area (ABOA).
- 4.) The Government shall pay the Lessor annual rent as follows:

	FIRM TERM	NON-FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$1,293,145.53	\$1,459,524.43
TENANT IMPROVEMENTS RENT ¹	\$ 0.00	\$ 0.00
OPERATING COSTS	\$511,340.00	\$511,340.00
TOTAL ANNUAL RENT	\$1,804,485.53	\$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

² ¹Tenant Improvements – All TI work shall be completed 120 days from issuance of NTP. A Lease Amendment shall be issued to state the final TI Amount upon completion and acceptance by the government, and will be re-amortized over the remaining firm term.

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

⁴Parking provided at no additional cost to the government.

- 5.) The Government's' Percentage of Occupancy for Property Tax Reimbursement purposes shall be 100% ((68,458 RSF (leased premise) /68,458 RSF (Building total RSF) X 100).
- 6.) The Government's Adjustment for Vacant Space shall be a reduction of \$1.00/ABOA.
- 7.) In accordance with the Lease paragraph entitled "Operating Cost Base", the escalation base shall be \$511,340 (68,458 RSF X \$7.469397).
- 8.) The Common Area Factor shall be 4.714% [68,458 RSF – 65,376 ABOA) / 65,376 ABOA X 100 {rounded to the nearest whole percentage point per the lease agreement}].
- 9.) All Tenant Improvement work shall be completed 120 days from issuance of NTP. A Lease Amendment shall be issued, upon completion and acceptance by the government, to state the final Tenant Improvement Amount, and will be re-amortized over the remaining firm term.
- 10.) Broker Commission and Commission Credit shall be finalized in a Lease Amendment, upon completion and acceptance by the Government, for the Tenant Improvements.
- 11.) The following paragraphs are hereby amended as follows:
- 1.) Paragraph 1.07 – Documents Incorporated in the Lease – Exhibit G, Lease Amendment Issued under RLP Amendment No. 1), is hereby deleted in its entirety.
 - 2.) Paragraph 6.12 B(2) – Carpet and Flooring is hereby deleted in its entirety and replaced with the following:

2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet in the Space **every six (6) years** with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

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

INITIALS:

BPR
LESSOR

&

[Signature]
GOVT