

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LOK17454
ADDRESS OF PREMISES: Pratt Tower Office Building 125 W. 15TH Street Tulsa, OK 74119-3827	PDN Number: N/A

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

The American Association of Petroleum Geologists, Inc.

whose address is: 1444 S Boulder Ave
Tulsa, OK 74119-3604

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 as substantially complete; and
- 2.) To establish the Commencement Date of the lease rental payments; and
- 3.) To establish the square footages of the leased space; and
- 4.) To provide the annual rental amounts; and
- 5.) To establish the Governments' Percentage of Occupancy and establish the Base Year for Taxes; and
- 6.) To provide the reduction amount for vacant space; and
- 7.) To establish the Base for the Operating Cost adjustments; and
- 8.) To establish the Common Area Factor; and
- 9.) To provide for the payment of the total Tenant Specific Security cost (as Tenant Improvements); and
- 10.) All other terms and conditions are in full force and effect.

The purpose of this Lease Amendment is to accept the leased premise as substantially complete. **NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 12, 2015, as follows:

See Attached

This Lease Amendment contains 2 pages.

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

FOR THE LESSOR



Signature:

Name:

Title:

Entity Name: The American Association of
Petroleum Geologists, Inc.

Date:

SEPT 8 2015

FOR THE GOVERNMENT



Signature:

Name:

Title:

Patricia...
Lease Contracting Officer
GSA, Public Buildings Service, Leasing Division
819 Taylor St., Room 11B217 (7PRA)
Fort Worth, TX. 76102-0181

Date:

9/11/2015

WITNESS



Signature:

Name:

Title:

Date:

MARCO STU...
9-9-15

1.) The tenant improvements have been *substantially* completed and the government accepts the leased space on September 12, 2015. The Lessor and the Government agree that the requirements specifically identified in paragraph 1.17 of GSA Form L202 of this Lease and the installation of the [REDACTED] as described in Exhibit "C" and Exhibit "D" (Exhibit "C" is the Security Requirements; Exhibit "D" is the Security Unit Price List); and a copy of the Certificate of Occupancy from City of Tulsa, Oklahoma. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 60 calendar days of the Government's acceptance of the space for occupancy. Within 7 calendar days of the completion date for the Lessor to cure the deficiencies in Attachment "A" of this lease amendment, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.

Within 30 calendar days following lease award, the Lessor shall provide the Government evidence of a Certificate of Occupancy by the proper local authority, City of Tulsa Planning & Development Department. In the event the Lessor does not provide sufficient written evidence within 30 calendar days, the Government may terminate this Lease immediately and at no cost to the Government, including but not limited to design fees, tenant and security improvements, and all costs incurred by the lessor that are associated with securing the award of this lease, GS-07P-LOK17454.

2.) The Commencement Date of the rental payments shall be September 12, 2015, and shall expire on September 11, 2025, subject to the termination rights set forth in the lease.

3.) The leased premise square footage shall be 4,725 Rentable Square Feet (RSF) yielding 3,893 ANSI/BOMA Office Area (ABOA).

4.) The Government shall pay the Lessor annual rent amounts as follows:

From September 12, 2015, through September 11, 2020, the total annual rental shall be **\$65,207.91** at the rate of \$5,433.99 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$47,769.75, annual amortized Tenant Specific Security (TSS) of \$2,129.16 (amortized as Tenant Improvements), and annual Operating Costs of \$15,309.00 plus annual Operating Cost adjustments.

From September 12, 2020, through September 11, 2025, the total annual rent shall be **\$66,386.25** at the rate of \$5,532.17 paid monthly in arrears. The total annual rent consists of Shell Rent of \$51,077.25 and Operating Costs of \$15,309.00 plus annual Operating Cost adjustments. There are no annual Tenant Improvement Amortization or TSS costs.

5.) The Government's Percentage of Occupancy is 11.23% (4,725 RSF/42,072 RSF). There are no Real Estate Taxes for Tax Reimbursement associated with this lease.

6.) The Government's Adjustment for Vacant Space shall be a reduction of \$2.50/ABOA SF.

7.) In accordance with the Lease paragraph 1.13 entitled "Operating Cost Base", the escalation base shall be \$15,309.00 (4,725 RSF X \$3.24/RSF).

8.) In accordance with the Lease paragraph 1.01 entitled "The Premises", the Common Area Factor shall be 1.21372 (4,725 RSF/3,893 ABOA).

9.) The total cost of the Tenant Specific Security (TSS) is \$9,874.41. The Lessor and the Government agree that the total cost of the TSS, \$9,874.41, shall be amortized monthly into the rent as Tenant Improvements at of three percent (3.0%) per annum over the first five (5) year Firm Term of this lease. The annual Amortized Tenant Improvements Rent shall be \$2,129.16 as stated in the rental paragraph (number 4) above.

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

INITIALS:  LESSOR &  GOV'T