

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. <b>GS-07B-17025</b>
ADDRESS OF PREMISES 5110 Yale Avenue, Suites 302 & 306 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 January 17, 2013 as follows:

- 1.) Description of the Tenant Improvements to be constructed; and
- 2.) To provide Notice to Proceed for Tenant Improvements and the anticipated date of completion; and
- 3.) To establish payment of the Tenant Improvements; and
- 4.) All other terms and conditions of this lease shall remain 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.

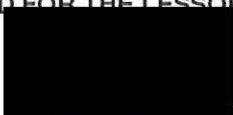
**FOR THE LESSOR: JOSHUA OPERATING CO, LLC**

**FOR THE GOVERNMENT:**

Signature:   
 Name: Dave Cocelin  
 Title: Manager  
 Entity Name: Joshua Operating Co, LLC  
 Date: 29 January, 2013

Signature:   
 Name: Patricia L. ...  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service, 7PRB  
 819 Taylor St., Ft. Worth, Texas 76102  
 Date: 4 February 2013

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: MICHAEL L. ESTUS  
 Title: DIRECTOR  
 Date: 29 JANUARY, 2013

- 1) The Lessor shall provide all the materials, labor, and services required to provide the completion of the Tenant Improvements depicted and according to the Construction Drawings created by Kinslow, Keith & Todd, Inc. dated October 8, 2012 and the revised TI price proposal submitted by the Lessor on January 15, 2013 attached hereto as Exhibit "A". The Lessor remains responsible for the accuracy of the Construction Drawings as stated in the Paragraph 3.09 - "Responsibility of the Lessor and Lessor's Architect/Engineer" of the Lease when compared to the Government approved Design Intent Drawings. This Lease Amendment does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the Government approved Design Intent Drawings.
- 2) Upon full execution and delivery of this Lease Amendment the Lessor can consider this as a Notice to Proceed with the Tenant Improvement construction. The anticipated date of completion and acceptance by the Government is on or before May 30, 2013, at which time a Certificate of Occupancy is to be provided to the Government.
- 3) The Lessor and the Government have agreed that the total cost of the Tenant Improvements is \$114,658.24. It is agreed that the total cost of the Tenant Improvements 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%. The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements by the anticipated date of completion.

Any changes of the Construction Drawings which result in a financial adjustment of any type must be approved, in writing, by the GSA Contracting Officer.

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent payment schedule (including the Shell Rent, Operating Costs, amortized Tenant Improvement Cost and the Broker Commission and Commission Credit) shall be established by a subsequent Lease Amendment.

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

INITIALS: AL & KH  
LESSOR GOV'T