

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 6</b>  <b>TO LEASE NO. GS-07P-LOK17438</b>
<b>ADDRESS OF PREMISES</b> Eastgate Metroplex 14002 E. 21 <sup>st</sup> Street Tulsa, OK 74134	<b>PDN Number: PS0036730</b>

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

whose address is: 14002 East 21<sup>st</sup> 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 accept the Tenant Improvements as substantially complete;
2. To establish the Commencement Date and re-state the expiration of the firm term of the Lease;
3. To confirm the final square footage leased and confirm the Common Area Factor;
4. To confirm the rental table to reflect the final square footage leased in this section;
5. To confirm the broker commission and commission credit;
6. To confirm the percentage of occupancy;
7. To confirm the operating cost base;
8. To establish the total cost of the TIs and BSAC;
9. To provide for the method of payment of the total TIs and BSAC;
10. To revise the GSA Form 3518 and provide the correct Lessor DUNS number; and
11. All other terms and conditions shall remain in full force and effect.

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 execution by the Government, as follows:

1. The Tenant Improvements have been substantially completed and the Government accepts the leased Premises on May 18, 2017.
2. The Commencement Date of the Lease shall be May 18, 2017 and shall expire on May 17, 2032, subject to the termination rights set forth in the Lease. The firm term of the Lease expires on May 17, 2027.

*Continued on Page 2*

This Lease Amendment contains 4 pages plus Exhibit A (1 page) and Exhibit B (10 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: ROBERT E. PHILLIPS  
 Title: MANAGING MEMBER  
 Entity Name: EG VENTURES, LLC  
 Date: 6/14/17

**FOR THE GOVERNMENT:**

Signature:

Name: KRISTINE DEL TORO  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
 Date: 6/14/17

**WITNESSED FOR THE LESSOR BY:**

Signature:

Name: BETSY BRADSHAW  
 Title: OFFICE MGR  
 Date: 6/14/17

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 1<sup>st</sup> floor and known as Suite 500, of the Building, as depicted on the floor plan attached hereto as Exhibit A to Lease Amendment No. 6.
- 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 <sup>1</sup>	\$59,459.60	\$59,459.60
OPERATING COSTS	\$77,688.10	\$77,688.10
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>2</sup>	\$781.97	0.00
TOTAL ANNUAL RENT	\$283,529.37	\$296,713.82

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

<sup>2</sup>Building 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 1<sup>st</sup> FULL Month's Rent.\*

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

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

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

Month 5 FULL Rental Payment **\$23,627.45** minus prorated Commission Credit of [REDACTED] equals \$ [REDACTED] adjusted 5<sup>th</sup> 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)."

8. The Government and the Lessor have agreed that the total cost of the TIs is **\$1,214,593.32** including all approved change orders (\$46,113.77) and BSAC (\$6,143.75). The TI, change orders and BSAC 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 and BSAC. The chart below shows the total final approved change orders for the space and lump-sum payment due to Lessor.

Description	Amount
Total Cost of TI	[REDACTED]
Total Cost of BSAC	
ADD - Change Orders LA No. 3	
ADD - Change Orders LA No. 4	
ADD - Change Orders LA No. 5	
LESS – Total TI Amortized	
LESS – Total BSAC Amortized	<b>\$581,868.08</b>
<b>TOTAL OVERAGE IN TI AND PROJECT CHANGE ORDERS</b>	

9. The Government shall pay for a portion of the total TI cost by amortizing \$626,581.49 over the fifteen (15) years, monthly, in arrears, at an interest rate of 5.0%. Additionally, the Government shall pay for the BSAC cost by amortizing \$6,143.75 over the ten (10) year firm term, monthly, in arrears, at an interest rate of 5.0%. The total amount the Lessor shall amortize is \$626,581.49 for TI and \$6,143.75 for BSAC. The remaining balance of **\$581,868.08** [\$1,214,593.32 (Total TI, approved change orders and BSAC costs) – \$626,581.49 (TI amortized) – \$6,143.75 (BSAC amortized) = **\$581,868.08**] shall be paid by a lump-sum payment.

Upon acceptance of the TI and BSAC by the Government, the Lessor may submit for payment of the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the name on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **The invoice shall reference the number PS0036730** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

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If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Leasing Specialist at the following email address: [kristine.deltorto@gsa.gov](mailto:kristine.deltorto@gsa.gov)

10. The GSA Form 3518 in the Lease shall be replaced with the attached GSA Form 3518 labeled as Exhibit B. Lessor confirms the correct DUNS number is 078438955.
11. All other terms and conditions shall remain in full force and effect.

*End of Lease Amendment No. 6*

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