

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07B-17051
ADDRESS OF PREMISES McJunkin Red Man Plaza 8023 E. 63 rd Place Tulsa, OK 74133-1255	PDN Number: N/A

THIS AMENDMENT is made and entered into between **EAGLE I INVESTMENTS, LLC**

whose address is: **4500 South Garnett
Suite 600
Tulsa, OK 74146**

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 revise the square footage leased by eliminating the on-site secured warehouse facility, adjust the rental rate, adjust the Tenant Improvement Allowance, adjust the percentage of occupancy, adjust the operating cost base, adjust the broker commission and commission credit, revise the number of working days for Lessor to provide CD's, and to provide a revised Program of Requirements for the space.

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:

- A. USE OF THE GSA FORM 276, SUPPLEMENTAL LEASE AGREEMENT (SLA) HAS BEEN DISCONTINUED. ALL REFRENCES IN THE LEASE TO "GSA FORM 276" OR "SUPPLEMENTAL LEASE AGREEMENT" SHALL BE CONSTRUED TO MEAN "LEASE AMENDMENT."
- B. Section 1.01 THE PREMISES (AUG 2011) shall be deleted and replaced with the following:

"1.01 THE PREMISES (AUG 2011)"


The Premises are described as follows:

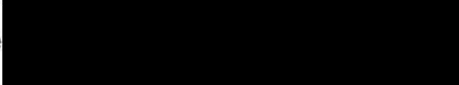
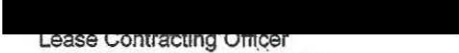
Office and Related Space: 17,119 rentable square feet (RSF), yielding 14,886 ANSI/BOMA Office Area (ABOA) square feet of office and related space (based upon a Common Area Factor of 15.000%), located on the third floor and known as Suite 300, of the Building, as depicted on the floor plan attached hereto as Exhibit B. The Government shall also have access to 38 on-site parking spaces with the ability to add five (5) additional parking spaces over the lease term."

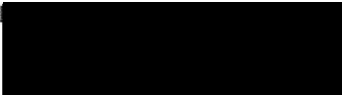
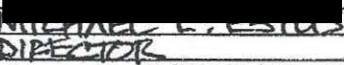
Continued on page 2

This Lease Amendment contains 3 pages and revised Exhibit C (56 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:
EAGLE I INVESTMENTS, LLC
 Signature: 
 Name: Dave Cocolin
 Title: manager
 Entity Name: Eagle I Investments, LLC
 Date: 20 December 2013

FOR THE GOVERNMENT:
 Signature: 
 Name: 
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 12-20-2013

WITNESSED FOR 
 Signature: 
 Name: MICHAEL F. ESTER
 Title: DIRECTOR
 Date: 20 DECEMBER 2013

C. Paragraph A of Section 1.03 RENT AND OTHER CONSIDERATION (AUG 2011) shall be deleted and replaced with the following:

"A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM – YEARS 1 - 5	FIRM TERM – YEARS 6 - 10
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$213,987.50	\$251,820.49
TENANT IMPROVEMENTS RENT ¹	\$90,261.17 ³	\$90,261.17 ³
OPERATING COSTS	\$70,726.00	\$70,726.00
BUILDING SPECIFIC SECURITY ²	\$3,120.80 ³	\$3,120.80 ³
TOTAL ANNUAL RENT	\$378,095.47	\$415,928.46

¹The Tenant Improvement Allowance of \$640,689.72 is amortized at a rate of 7.25 percent per annum over 10 years.

²Building Specific Security Costs of \$22,152.00 are amortized at a rate of 7.25 percent per annum over 10 years.

³Rates may be rounded.

	NON FIRM TERM YEARS 11 - 15
	ANNUAL RENT
SHELL RENT	\$346,264.35
TENANT IMPROVEMENTS RENT ¹	\$ 0.00
OPERATING COSTS	\$70,726.00
BUILDING SPECIFIC SECURITY ²	\$ 0.00
TOTAL ANNUAL RENT	\$416,990.35

D. Paragraph B of Section 1.03 RENT AND OTHER CONSIDERATION (AUG 2011) shall be deleted and replaced with the following:

"B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 14,886 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517."

E. Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011) shall be deleted and replaced with the following:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

A. 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 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 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 Rental Payment \$31,507.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.
- Month 2 Rental Payment \$31,507.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.
- Month 3 Rental Payment \$31,507.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.
- Month 4 Rental Payment \$31,507.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.
- Month 5 Rental Payment \$31,507.96 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent."

INITIALS: de LESSOR & md GOVT

F. Section 1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011) shall be deleted and replaced with the following:

"1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The total Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$640,689.72** based on 14,886 ABOA square feet. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the firm term of this Lease at an annual interest rate of **7.25 percent**."

G. Section 1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011) shall be deleted and replaced with the following:

"1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)

As of the lease award date, the Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is **12.6169 percent**. The percentage of occupancy is derived by dividing the total Government space of **17,119 RSF** by the total building space of **135,683 RSF**."

H. Section 1.12 OPERATING COST BASE (AUG 2011) shall be deleted and replaced with the following:

"1.12 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$4.13143** per rentable square foot (**\$70,726.00/annum**) and shall be increased in accordance with CPI adjustments."

I. Section 4.01 SCHEDULE FOR COMPLETION OF SPACE (AUG 2011), paragraphs A, D and E, shall be deleted and replaced with the following:

"A. Government-provided design intent drawings (DID's): The Government shall prepare and provide the Lessor the Government's approved DIDs based upon the base building documents provided by the Lessor as required in the paragraph titled "DOCUMENTS INCORPORATED BY REFERENCE" paragraph of this lease. These DIDs will detail the TIs to be made by the Lessor within the Government-demised area. DIDs shall be due to the Lessor with 14 working days of execution of this Lease Amendment No. 1."

"D. The Lessor's preparation and submission of construction documents (CDs): The Lessor must complete 65% CDs conforming to the approved DIDs not later than 30 working days following the approval of DIDs, 95% CDs not later than 20 working days following the approval of the 65% CDs and 100% CDs not later than 10 working days following the approval of the 95% CDs. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within 10 working days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this clause, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies)."

"E. Government review of CD's: The Government retains the right to review, and request modifications (if necessary) to the Lessor's construction document's to enforce conformance to Lease requirements and the approved DID, prior to the Lessor's commencement of interior construction. The Government's review of the construction documents is limited to the construction documents' conformance to the specific requirements of the RLP and Lease and to the approved design intent drawings. The Government shall perform all reviews of construction documents at 65%, 95% and 100% completion within 15 working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's construction documents, the Government shall state such in writing to the Lessor, and the Lessor shall have 10 working days to modify all noted defects before returning the construction documents to the Government for a subsequent review at each phase of CD completion. Upon complete Government review for conformance of the construction documents to the design intent drawings, the Lessor shall obtain the necessary permits. Notwithstanding the Government's review of the construction documents, the Lessor is solely responsible and liable for the technical accuracy of the construction documents in meeting all requirements and provisions of the lease and the Government-approved design intent drawings. The Lessor shall obtain the necessary permits and may commence construction of the shell space."

J. The text included in Section 7 ADDITIONAL TERMS AND CONDITIONS, shall be deleted without replacement.

K. Exhibit C, Agency Specific Requirements (including 50 pages), shall be deleted and replaced with the attached Revised EXHIBIT C Program of Requirements -- Volume 1 -- Lease Procurement, dated March 28, 2013 and Program of Requirements -- Volume 2 -- Specifications, dated May 6, 2013 including 56 total pages.

End of Lease Amendment No. 1

INITIALS:  LESSOR &  GOV'T