

<p style="text-align: center;">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p style="text-align: center;">LEASE AMENDMENT</p>	<p>LEASE AMENDMENT NO. 3</p>	<p>DATE</p>
<p style="text-align: center;">ADDRESS OF PREMISES</p> <p style="text-align: center;">FIVE CORPORATE PLAZA 3625 NW 56TH ST OKLAHOMA CITY, OK 73112-4519</p>		<p>TO LEASE NO. GS-07B- 17433</p>
<p>The <u>5 CORPORATE PLAZA LLC (FORMER LESSOR)</u>, an Oklahoma Limited Liability Company, duly organized and existing under the laws of Oklahoma with its principal office in 210 PARK AVE STE 1000, OKLAHOMA CITY, OK 73102; the <u>KG AL HOLDINGS, L.L.C., (LESSOR)</u>, an Alabama Limited Liability Company duly organized and existing under the laws of Alabama with its principal office in 432 S Mustang Rd Ste C Yukon, OK, 73099-7312 ; and the United States of America (Government) enter into this Lease Amendment as of <u>04/21/17</u>.</p> <p>(a) The parties agree to the following facts:</p> <p>(1) The Government, represented by various Contracting Officers of the GENERAL SERVICES ADMINISTRATION, has entered into that certain lease with the Former Lessor, namely: LTX17433. The term "Lease," as used in this Lease Amendment, means the above described lease, including all modifications, made between the Government and the Former Lessor or its predecessor before the effective date of this Lease Amendment (whether or not performance and payment have been completed and releases executed if the Government or the Former Lessor has any remaining rights, duties, or obligations under the Lease). Included in the term "Lease" are also all modifications made under the terms and conditions of the Lease between the Government and the Lessor, on or after the effective date of this Lease Amendment.</p> <p>(2) As of 04/21/17, the Former Lessor has transferred to the Lessor all the assets of the Former Lessor involved in performing its obligations under the Lease by virtue of a SPECIAL WARRANTY DEED between the Former Lessor and the Lessor.</p> <p>(3) The Lessor has acquired all the assets of the Former Lessor involved in performing the Lease by virtue of the above transfer.</p> <p>(4) The Lessor has assumed all obligations and liabilities of the Former Lessor under the Lease by virtue of the above transfer.</p> <p>(5) The Lessor is in a position to fully perform all obligations that may exist under the Lease.</p> <p>(6) It is consistent with the Government's interest to recognize the Lessor as the successor party to the Lease.</p> <p>(7) Evidence of the above transfer has been filed with the Government.</p> <p>(8) Former Lessor and Lessor represent that the transfer has been properly effected and agree that the Government may rely on this representation.</p> <p>(9) Lessor will abide by Clause 52.9-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, contained within the Lease.</p> <p>(b) In consideration of these facts, the parties agree that by this Lease Amendment—</p> <p>(1) The Former Lessor confirms the transfer to the Lessor, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease.</p> <p>(2) The Lessor agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. The Lessor also assumes all obligations and liabilities of, and all claims against, the Former Lessor under the Lease as if the Lessor were the original party to the Lease.</p> <p>(3) The Lessor is bound by all previous actions taken by the Former Lessor with respect to the Lease, with the same force and effect as if the action had been taken by the Lessor.</p> <p>(4) The Government recognizes the Lessor as the Former Lessor's successor in interest in and to the Lease. The Lessor by this Lease Amendment becomes entitled to all rights, titles, and interests of the Former Lessor in and to the Lease as if the Lessor were the original party to the Lease. Following the effective date of this Lease Amendment, the term "Lessor," as used in the Lease, shall refer to the Lessor.</p> <p>(5) Except as expressly provided in this Lease Amendment, nothing in it shall be construed as a waiver of any rights of the Government against the Former Lessor.</p> <p>(Continued on Page 2 attached hereto and made a part of Lease Amendment No. 3 to Lease GS-07B-17433)</p>		

Page 2 Lease Amendment No. 3 attached to and made a part of Lease GS-07B-17433.

(5) Except as expressly provided in this Lease Amendment, nothing in it shall be construed as a waiver of any rights of the Government against the Former Lessor.

(6) All payments and reimbursements previously made by the Government to the Former Lessor, and all other previous actions taken by the Government under the Lease; shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Lease Amendment in the name of or to the Former Lessor shall have the same force and effect as if made to the Lessor, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed.

(7) The Former Lessor and the Lessor agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Lease Amendment, other than those that the Government in the absence of this transfer or Lease Amendment would have been obligated to pay or reimburse under the terms of the Lease.

(8) The Former Lessor guarantees payment of all liabilities and the performance of all obligations that the Lessor—

(i) Assumes under this Lease Amendment; or

(ii) May undertake in the future should these contracts be modified under their terms and conditions. The Former Lessor waives notice of, and consents to, any such future modifications.

(9) The Lease shall remain in full force and effect, except as modified by this Lease Amendment. Each party has executed this Lease Amendment as of the day and year first above written.

UNITED STATES OF AMERICA,

By _____

Title _____



Lessor, KG AL HOLDINGS, L.L.C.

Former Lessor, 5 CORPORATE PLAZA LLC

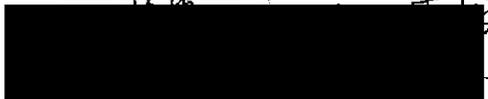
Signature: _____

Name: _____

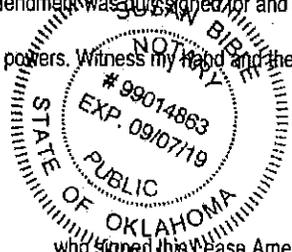
Title: _____

Lessor: CERTIFICATE

I, Susan Bible certify that I am the ^{witness} Secretary of KG AL Holdings LLC that Ken R. McBeer who signed this Lease Amendment for this LLC was then Manager of this LLC; and that this Lease Amendment was duly signed for and on behalf of this LLC by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this LLC this day of 10 2017.



Former Lessor: CERTIFICATE



I, _____ certify that I am the Secretary of _____ that _____ who signed this Lease Amendment for this _____ was then _____ of this _____; and that this Lease Amendment was duly signed for and on behalf of this _____

_____ by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this _____ this day of _____.

By _____ by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this _____ this day of _____.

By _____

(5) Except as expressly provided in this Lease Amendment, nothing in it shall be construed as a waiver of any rights of the Government against the Former Lessor.

(6) All payments and reimbursements previously made by the Government to the Former Lessor, and all other previous actions taken by the Government under the Lease, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Lease Amendment in the name of or to the Former Lessor shall have the same force and effect as if made to the Lessor, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed.

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(9) The Lease shall remain in full force and effect, except as modified by this Lease Amendment. Each party has executed this Lease Amendment as of the day and year first above written.



UNITED STATES OF AMERICA,

Title CONTRACTING OFFICER

Lessor, KG AL HOLDINGS, L.L.C.

Signature: _____

Name: _____

Title: _____



CORPORATE PLAZA LLC

Signature: _____

Name: _____

Title: Manager

Lessor: CERTIFICATE

I, _____ certify that I am the Secretary of _____ that _____ who signed this Lease Amendment for this _____ was then _____ of this _____; and that this Lease Amendment was duly signed for and on behalf of this _____ by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this _____ this day of _____.

By _____

Former Lessor: CERTIFICATE

I, Sharon Banta certify that I am the Secretary of 5 Corp, LLC that _____ who signed this Lease Amendment for this _____ was then _____ of this _____; and that this Lease Amendment was duly signed for and on behalf of this _____ by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this _____ this day of _____.

By Sharon Banta _____ by authority of its governing body and within the scope of _____ this day of July 10 2017.

