

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-07P-LOK17130
ADDRESS OF PREMISES Citiplex Towers 2488 East 81 st Street Tulsa, OK 74137	PDN Number: N/A

THIS AMENDMENT is made and entered into between **ORAL ROBERTS UNIVERSITY**

whose address is: **7777 South Lewis Avenue, Tulsa, OK 74171**

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 state the authority to expand the leased Premises;
2. To state the expansion square footage;
3. To modify the square footages of the leased space;
4. To modify the rental schedule;
5. To modify the Broker Commission and Commission Credit;
6. To modify the Tenant Improvement Allowance;
7. To modify the Percentage of Occupancy
8. To modify the Operating Cost Base;
9. To remove the requirement for floor drains in the restrooms; and
10. To change the responsibility for installing the data cabling.


NOW THEREFORE, these parties for consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by both parties, as follows:

This Lease Amendment contains 11 pages including Exhibit A-LA#1 (7 pages).

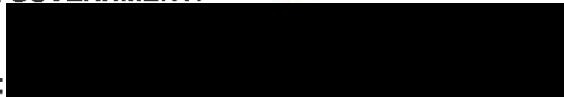
All other terms and conditions of the lease shall remain in force and effect.

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

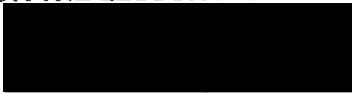
FOR THE LESSOR:

Signature: 
 Name: WILLIAM M. WILSON
 Title: President
 Entity Name: Oral Roberts University
 Date: 9/20/16

FOR THE GOVERNMENT:

Signature: 
 Name: Kristine Deltoro
 Title: Lease Contracting Officer
GSA, Public Buildings Service, Leasing Division
 Date: 10/20/16

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Tim R. Philley
 Title: C.O.O.
 Date: 9/20/16

1. The Government seeks to expand the leased Premises pursuant to Paragraph 30 "Changes" of the GSA Form 3517B.

2. THE EXPANSION SPACE

The Government and the Lessor agree to expand the Lease premises by approximately 9,258 RSF / 8,050 ABOA. The total leased premises shall increase from 99,475 RSF / 86,500 ABOA to 108,733 RSF / 94,550 ABOA.

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: 108,733 rentable square feet (RSF), yielding 94,550 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on a portion of the 1st and 9th floors and all of floors 11, 12, 13, 14, 15 and 16, as depicted on the floor plan(s) attached hereto as Exhibit A to LA#1.

B. Common Area Factor: The Common Area Factor (CAF) is established as 15 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 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	NON FIRM TERM YEARS 11 - 20
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$992,727.73	\$1,264,558.98
TENANT IMPROVEMENT RENT ¹	\$427,949.49	\$0.00
OPERATING COSTS	\$254,434.05	\$254,434.05
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ²	\$329,195.53	\$0.00
PARKING	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$2,004,306.80	\$1,518,993.03

¹The Tenant Improvement Allowance of \$3,072,841.25 is amortized at a rate of 6.99 percent per annum over 10 years.

²Building Specific Amortized Capital (BSAC) of \$2,363,750.00 are amortized at a rate of 6.99 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.

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. DTZ Americas, Inc. dba Cushman & Wakefield ("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 DTZ Americas, Inc., dba Cushman & Wakefield 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 the 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 \$167,025.57 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$167,025.57 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

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Month 3 Rental Payment \$167,025.57 minus prorated commission credit of		equals		adjusted 3 rd Month's Rent.*
Month 4 Rental Payment \$167,025.57 minus prorated commission credit of		equals		adjusted 4 th Month's Rent.*
Month 5 Rental Payment \$167,025.57 minus prorated commission credit of		equals		adjusted 5 th Month's Rent.*
Month 6 Rental Payment \$167,025.57 minus prorated commission credit of		equals		adjusted 6 th Month's Rent.*
Month 7 Rental Payment \$167,025.57 minus prorated commission credit of		equals		adjusted 7 th Month's Rent.*
Month 8 Rental Payment \$167,025.57 minus prorated commission credit of		equals		adjusted 8 th Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph 'Rent and Other Consideration.'

6. Paragraph 1.08 of the Lease is hereby deleted in its entirety and replaced with the following:

"1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$32.499643 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Trm of this Lease at an annual interest rate of 6.99 percent."

7. 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 5.96 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 108,733 RSF by the total Building space of 1,824,978 RSF."

8. 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 \$254,434.05/annum."

9. Paragraph 3.39 (C) of the Lease is hereby deleted and replaced with the following:

"3.39 RESTROOMS (SEP 2013)

C. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG."

10. Paragraph 5.16 of the Lease is hereby deleted in its entirety and replaced with the following:

"5.16 DATA DISTRIBUTION (JUN 2012)

The Government shall be responsible for the cost of purchasing data cable. The Lessor shall as part of the TI, install the data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to

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facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop."

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