

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 8</b>  <b>TO LEASE NO. GS-07P-LOK17130</b>
<b>ADDRESS OF PREMISES</b> Citiplex Towers 2488 East 81 <sup>st</sup> Street Tulsa, OK 74137	<b>PDN Number: N/A</b>

**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 accept the Tenant Improvements (TIs) as substantially complete; and
- 2.) To establish the commencement date of the lease rental payments; and
- 3.) To document the amount of area leased by the Government; and
- 4.) To document the common area factor; and
- 5.) To establish the annual rental amounts; and
- 6.) To establish the method of payment of the total Tenant Improvement (TI) and Building Specific Amortized Capital (BSAC) costs; and
- 7.) To document the percentage of occupancy; and
- 8.) To document the Base Cost of Services; and
- 9.) To establish parking in the lease; and
- 10.) To document the Broker Commission and the Commission Credit; and
- 11.) All other terms and conditions of this lease shall remain in full force and effect.

This Lease Amendment contains 3 pages plus Exhibit A – LA #8 (4 pages).

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

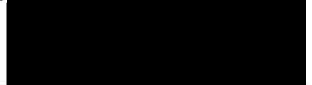
**FOR THE LESSOR:**

Signature:   
 Name: WILLIAM M. WILSON  
 Title: President  
 Entity Name: Oral Roberts University  
 Date: 9-11-17

**FOR THE GOVERNMENT:**

Signature:   
 Name: Kristine Deltorto  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service, Leasing Division  
 Date: 9/12/17

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: Tim R. Philley  
 Title: C.O.O.  
 Date: 9/11/17

1. The Tenant Improvements (TIs) have been substantially completed and the Government accepts the leased space on August 31, 2017. The Lessor and the Government agree that the requirements specifically identified in the GSA Form 1204 - Condition Survey Report; which is depicted in the attached Exhibit "A", have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies by September 12, 2017. Within 5 days of the completion date for the Lessor to cure the deficiencies in Exhibit "A" of this Lease Amendment, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed.

In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.




2. The Commencement Date of the rental shall be August 31, 2017, and shall expire on August 30, 2037, subject to the termination rights set forth in the lease.
3. The total square footages of the leased premise is established as 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 1<sup>st</sup> and 9<sup>th</sup> floors and all of floors 11, 12, 13, 14, 15 and 16 of the Building.
4. The Common Area Factor is established as 15% [(108,733 RSF/94 550 ABOA) x 100]
5. The Government shall pay the Lessor annual rent as follows:

From August 31, 2017 through August 30, 2027, the total annual rental shall be \$1,619,432.91 at the rate of \$134,952.74 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$992,727.73, annual Operating Costs of \$254,434.05 plus annual CPI adjustments, tenant Improvement Costs of \$369,383.40, and Building Specific Amortized Capital (BSAC) of \$2,887.73.

From August 31, 2027 through August 30, 2037, the total annual rental shall be \$1,518,993.03 at the rate of \$126,582.75 paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$1,264,558.98, and annual Operating Costs of \$254,434.05, plus annual CPI adjustments as stated in the Lease.

6. The Government and the Lessor have agreed that the total cost of the TI's and BSAC shall be \$2,673,049.33 (\$2,652,314.33 Total TI plus \$20,735.00 Total BSAC). The Government shall pay for the total TI Cost by amortizing \$2,652,314.33 over ten (10) years of the term, monthly in arrears, at an interest rate of 6.99%. The BSAC allowance is \$20,735.00. The BSAC shall be amortized over the first ten (10) years of the term at an interest rate of 6.99%. The total TI and BSAC Allowance to be amortized is \$2,673,049.33. TI 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 TI's and BSAC. ~~The Government retains the right to buy down all or a portion of the TI or BSAC Allowance.~~

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7. The percentage of occupancy for Real Estate Tax purposes is established as 5.96% [108,733 RSF / 1,824,978 RSF x 100].
8. For the purposes of Consumer Price Index adjustments as provided in the lease agreement, the Base Cost of Services is established as \$254,434.05/annum.
9. The number of parking spaces assigned to this lease shall be 60 secured surface/outside parking spaces reserved for the exclusive use of the Government.
10. DTZ Americas, Inc. d/b/a Cushman & Wakefield U.S., Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is  and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only  of the Commission will be payable to DTZ Americas, Inc. d/b/a Cushman & Wakefield U.S., Inc. with the remaining , 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

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and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

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 month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$134,952.74 minus prorated commission credit of	[REDACTED]	equals	[REDACTED]	adjusted 1 <sup>st</sup> Month's Rent.*
Month 2 Rental Payment \$134,952.74 minus prorated commission credit of	[REDACTED]	equals	[REDACTED]	adjusted 2 <sup>nd</sup> Month's Rent.*
Month 3 Rental Payment \$134,952.74 minus prorated commission credit of	[REDACTED]	equals	[REDACTED]	adjusted 3 <sup>rd</sup> Month's Rent.*
Month 4 Rental Payment \$134,952.74 minus prorated commission credit of	[REDACTED]	equals	[REDACTED]	adjusted 4 <sup>th</sup> Month's Rent.*
Month 5 Rental Payment \$134,952.74 minus prorated commission credit of	[REDACTED]	equals	[REDACTED]	adjusted 5 <sup>th</sup> Month's Rent.*
Month 6 Rental Payment \$134,952.74 minus prorated commission credit of	[REDACTED]	equals	[REDACTED]	adjusted 6 <sup>th</sup> Month's Rent.*
Month 7 Rental Payment \$134,952.74 minus prorated commission credit of	[REDACTED]	equals	[REDACTED]	adjusted 7 <sup>th</sup> Month's Rent.*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration"

11. All other terms and conditions of this lease shall remain in full force and effect.

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