

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  <b>LEASE AMENDMENT</b>	Lease Amendment No.: <b>09</b>
	To Lease No.: <b>GS-07P-17130</b>
Address of Premises: Citiplex Towers 2488 E. 81 <sup>st</sup> Street Tulsa, OK 74137	PDN Number: <b>PS0041689</b>

THIS AGREEMENT, made and entered into this date by and between

**ORAL ROBERTS UNIVERSITY**

whose address is 7777 S. Lewis Avenue  
Tulsa, OK 74171

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties desire to amend the above Lease for the purpose of providing for the herein described tenant improvements / alterations to the leased premises, on the terms and conditions set forth below:

NOW THEREFORE, the parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as set forth in this Lease Amendment Number Nine (LA # 09), as follows:

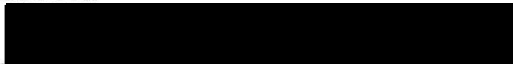
**\*\*\* See attached addendum – LA Number Nine (09) – Pages 2 through 14 \*\*\***

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

This Lease Amendment contains a total of 14 pages.

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

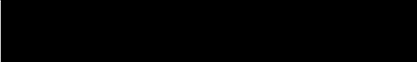
**FOR THE LESSOR:**

Signature:   
Name: Tim R. Hume  
Title: C.O.O.  
Entity Name: Oral Roberts University  
Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature:   
Name: VICKI L. GILBERT  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, 7PRA  
Date: 07/12/18

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Carolyn Ballou  
Title: Director of Auxiliary Services  
Date: \_\_\_\_\_

GSA Lease No.: GS-07P-17130  
Lessor: ORAL ROBERTS UNIVERSITY  
Location: Tulsa, Texas

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CONTINUED (ADDENDUM) --

1. Tenant Improvements / Alterations. Lessor to provide alterations generally described as "provide and install fan coil unit to supply HVAC service for 16<sup>th</sup> floor security office / guard station."

The requirements, specifications and cost for the Lessor provided alterations are more particularly described on the following attachment(s) to this LA # 09:

A. The Government Scope of Work (SOW), which includes the following –

- (1) GSA Scope of Work SOW) dated 05/09/2018, attached to this LA #09 as Attachment 1A (2 pages);
- (2) [REDACTED] Statement of Work (SOW) dated 01/22/18, attached to this LA #09 as Attachment 1B (2 pages); and,
- (3) Vendor (Magic Aire) specification sheet, attached to this LA #09 as Attachment 1C (6 pages).

The Scope of Work includes the above attachments and consists of a total of ten (10 pages).

B. Lessor's proposal dated 01/08/2018, attached to this LA #09 as Attachment B (one page).

If a conflict exists with regard to scope of work, the Government SOW will control. The Government SOW sets forth the Government's requirements. The alterations and improvements will be in compliance with all applicable local codes, ordinances and permit requirements.

2. Cost of Tenant Improvements / Alterations. Cost of the referenced tenant improvements / alterations is \$33,239.95 and will be paid in a lump sum payment.

The Cost of the alterations and construction of improvements to be completed under this LA # 09 shall not exceed the amount provided for herein, except to the extent the Government shall request a change order and the change order priced and authorized by separate written agreement (Lease Amendment).

INITIALS

GOV'T

LESSOR

VG

[Signature]

GSA Lease No.: GS-07P-17130  
Lessor: ORAL ROBERTS UNIVERSITY  
Location: Tulsa, Texas

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3. Lessor Submission of Invoice for Payment. Upon completion of the work and subsequent inspection / acceptance by the Government, the Lessor shall submit to GSA an invoice for \$33,239.95 for the alterations. Said invoice shall include the name and address of the Lessor as shown on this document, the lease number, SLA Number, and Pegasys Document Number (PDN). The Lessor is to provide a copy to the Contracting Officer.

PDN / PS #: PS0041689

Lessor should submit invoices electronically on the GSA Finance Website at www.finance.gsa.gov (instructions for submitting invoices are found on the website). If Lessor is unable to submit / process the invoice electronically, the Lessor may mail the invoice to the following address:

GSA – Greater Southwest Finance Center  
P. O. Box 17181  
Fort Worth, TX 76102

4. Alterations Will Remain Property of Lessor / Operating Cost Adjustment. The tenant improvements / alterations provided for will remain the property of the Lessor and Lessor waives restoration. Lessor shall be responsible for maintenance and repair of the alterations for the compensation / rate stated in paragraph 5., below.
5. Negotiated Rate for Utilities Outside Normal Hours + Repair and Maintenance of Alterations. The Government and Lessor have negotiated a monthly rate for (1) utilities (electrical consumption and chiller usage) for operation of the herein described alterations / tenant improvements outside normal hours ("overtime utilities"), and (2) maintenance and repair of the alterations / tenant improvements. The agreed upon rate is \$197.60 per month. This rate shall commence upon substantial completion and acceptance of this project.
6. Notice to Proceed. Full execution (execution by both Lessor and the Government) of this LA will serve as the Government's Notice to Proceed.
7. Change Orders. Change Orders must be approved by the Contracting Officer and must be documented by Lease Amendment.

All other terms and conditions of the lease remain unchanged.

\*\*\* END – LEASE AMENDMENT NINE (09) \*\*\*

INITIALS

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