

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-07P-LOK17467
ADDRESS OF PREMISES Five Partners Place, 201 Stephenson Parkway Norman, OK 73072-2037 and REO Warehouse, 2450 John Saxon Boulevard Norman, OK 73071-1199	PDN Number: PS _____

THIS AMENDMENT is made and entered into between The Board of Regents of the University of Oklahoma whose address is: 660 Parrington Oval, Norman, OK 73109 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

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 Government execution as follows:

- 1) Amend the Premises,
- 2) Amend the Rent;
- 3) Amend the Broker Commission and Commission Credit;
- 4) Amend the Percentage of Occupancy for Tax Adjustment;
- 5) Amend the Operating Cost Base; and
- 6) Delete Paragraph 7.05 Furniture

1) Paragraph 1.01 is hereby restated with the following:

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

This Lease Amendment contains 3 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: CHAD COCHELL  
Title: DIRECTOR, REAL ESTATE OPERATIONS  
Entity Name: BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA  
Date: 8/25/2016

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
Name: John Chaggaris  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 9-22-16

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
Name: BEAU JENNINGS  
Title: ASST. DIRECTOR, REAL ESTATE OPERATIONS  
Date: 8/25/16

A. Office and Related Space: 18,320 rentable square feet (RSF), including 16,695 RSF of Office space located at Five Partners Place, 201 Stephenson Parkway, Norman, OK 73072-2037 and 1,625 RSF of Warehouse space located at REO Warehouse, 2450 John Saxon Boulevard, Norman, OK 73071-1199, yielding 16,058 ANSI/BOMA Office Area (ABOA) square feet (SF), including 14,433 ABOA SF of Office space located at Five Partners Place, 201 Stephenson Parkway, Norman, OK 73072-2037 and 1,625 ABOA SF of Warehouse space located at REO Warehouse, 2450 John Saxon Boulevard, Norman, OK 73071-1199, as depicted on the floor plans attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 14.09 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.

2) Subparagraphs A and B of Section 1.03 is hereby restated with the following:

1.03 RENT AND OTHER CONSIDERATION

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

	YEARS 1-20
	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$173,769.98
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$31,651.82
OPERATING COSTS <sup>3</sup>	\$97,008.80
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$302,430.60</b>

<sup>1</sup>Shell rent calculation:

\$9.49 per RSF multiplied by 18,320 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$633,036.41 is amortized at a rate of 0.0% percent per annum over twenty (20) years.

<sup>3</sup>Operating Costs rent calculation: \$5.30 per RSF multiplied by 18,320 RSF

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 16,058 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

3) Paragraph 1.04 of is hereby restated with the following:

1.04 BROKER COMMISSION AND COMMISSION CREDIT

A. **CBRE, 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 **CBRE, Inc.** with the remaining \$24,194.45, 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 month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$25,202.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

INITIALS: CC <sup>BSJ</sup> & JU  
LESSOR & GOVT

Month 2 Rental Payment \$25,202.55 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

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

4) Paragraph 1.13 is hereby restated 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:

Five Partners Place, 201 Stephenson Parkway, Norman, OK 73072-2037: 16.45 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 16,695 RSF by the total Building space of 101,464 RSF.

REO Warehouse, 2450 John Saxon Boulevard, Norman, OK 73071-1199: 1.19 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 1,625 RSF by the total Building space of 136,142 RSF.

5) Paragraph 1.15 is hereby restated 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 \$5.30 per RSF (\$97,008.80/annum).

6) Paragraph 7.05 of the lease is hereby deleted from the lease and its entirety.

INITIALS: RSJ & [Signature]  
LESSOR GOVT