

**THE UNIVERSITY OF OKLAHOMA  
FOOD COURT LEASE**

THIS AGREEMENT is made between the Board of Regents of the University of Oklahoma Norman, Oklahoma (hereinafter referred to as "University") and Silas Law, D.B.A. Orient Express (hereinafter referred to as "Lessee").

WHEREAS, Lessee desires to lease commercial space in the Oklahoma Memorial Union ("OMU") food court to be used for the sale of food and beverages and University is willing to lease space therein for said purpose,

NOW THEREFORE, in consideration of the mutual promises set forth hereafter, the parties agree as follows:

**1. Term.** The Initial Term of this Agreement shall be from July 1, 2007 through June 30, 2008. Provided, the University shall have the option to extend the term of this Lease for four (4) additional one year periods, beginning on July 1, 2008, upon the same terms and conditions contained herein.

**2. Rent.**

A. Rent for the Initial Term and any extensions thereof shall be as set forth here and on Attachment A attached hereto and incorporated herein. Payment of rent shall be made on a monthly basis by the 20th day of each month. Rent as 11.5% of sales, shall be due on the 20th day of the month based on the sales of the previous month. Payments received after the due date shall be assessed a 5% late fee per month until payment is received. Checks shall be made payable to the University of Oklahoma and shall be forwarded to Oklahoma Memorial Union, Union Administrative Office, 900 Asp Avenue, Suite 428, Norman, Oklahoma 73019-4052.

B The term "gross sales" as used in Attachment A shall mean the gross amount received for all sales from the Leased Premises, either for cash or credit, for the month. The term "gross sales" as used herein shall not include (1) sales taxes, (2) refunds, and (3) non-food promotional items. Specifically included are those sales prepared in, but catered away from the Leased Premises.

**3. Leased Premises.** The University hereby demises and leases to the Lessee, 636 square feet in the OMU food court, as more particularly set forth in Attachment C, attached hereto and incorporated herein ("Leased Premises"). Square footage may be amended.

**4. Use of Premises.**

A. Lessee shall use the Leased Premises for the sole and exclusive purpose of operating a food and beverage business for the primary benefit of the University. Lessee shall not remove the business from the Leased Premises but shall continuously and uninterruptedly, during the term of this Agreement, during all business hours and on such days as businesses of like nature in the city of Norman are open for business, occupy and use the entire Leased Premises for the purpose specified in this Paragraph 4A.

B. Lessee shall at all times carry a full and complete inventory of materials necessary and appropriate to conduct the business, shall maintain adequate personnel, and in general employ its best judgment, efforts, and abilities so as to operate the business conducted by it on the demised premises in a manner calculated to provide for the most efficient service of its customers obtainable.

C. Lessee shall conduct activities on the Leased Premises in a lawful manner and shall comply with all federal, state, and local laws, codes, rules and regulations in connection with its operations on the Leased Premises. Lessee shall, at its expense, promptly comply with all requirements of any governmental authority having jurisdiction thereover made necessary by reason of Lessee's occupancy and use of the Leased Premises.

D. It is the intent of the parties that food, beverages and service be of the highest quality. Lessee shall furnish a detailed price schedule for all items proposed for sale in the form provided as Attachment B, attached hereto and incorporated herein. Lessee shall not furnish food or beverage products from the Leased Premises, which are not specified in Attachment B and are not considered Asian cuisine, without the University's prior written consent, which consent shall not be unreasonably withheld. Lessee shall provide daily three (3) Chinese entrees and at least two (2) additional offerings of another Asian cuisine. Asian is defined as Vietnamese, Indian, Japanese, Thai or Korean or others may be acceptable. Further, prices shall be competitive with those charged at comparable establishments in the greater Oklahoma City/Norman area for similar products. Prices shall be posted on permanent displays located at the Leased Premises, and may be amended from time to time consistent with the prices in the market.

E. The sale or use of alcoholic beverages is prohibited at or on the Leased Premises.

**5. Utilities.**

A. The University shall furnish, or cause to be furnished, existing electricity, water, gas, sewer, steam/chilled water, pest control and trash removal services to the Leased Premises. Lessee shall pay for the utilities for the Leased Premises as set forth on Attachment A. In the event of an interruption in the utility services to the Leased Premises, the University shall not be liable for any interruption in the operation and conduct of Lessee's business and LESSEE HEREBY EXPRESSLY WAIVES AND DISCLAIMS ANY CAUSE OF ACTION FOR MONETARY DAMAGES THAT LESSEE MIGHT HAVE FOR INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES ARISING THEREFROM EXCEPT AS

MAY BE CAUSED BY THE INTENTIONAL OR GROSSLY NEGLIGENT CONDUCT OF THE UNIVERSITY.

B. Cleaning Schedule.

The Lessee will be responsible for all aspects of the clean-up operations surrounding their food court area. The Lessee will provide all management, labor, equipment and materials necessary for clean-up services at their Food Court location. The university shall provide janitorial service in the public dining areas. The Lessee will be responsible for the cleanliness of their rented space and shall keep the premises in a neat, clean and sanitary condition at all times during the term of the agreement. All refuse and waste materials created by the Lessee's operations shall be promptly disposed of at the end of business each day. Waste food will be kept in closed containers until removed from the building. Such removal shall be made daily. The areas to be cleaned by the Lessee are as follows: Areas immediately around rented space must be cleared of debris, all trashcans must be emptied into dumpsters, all cardboard boxes must be broken down and disposed of in the recycling dumpsters provided. Lessee will also be expected to participate in all University sponsored recycle programs. Equipment in the Lessee's space must be in clean, sanitary and a safe condition according to the standards and practices customary in the professional food service industry, which are similar in scope and nature. Lessee will empty grease traps a minimum of two times per week. Grease must be dumped in the grease containers provided in the dock area. Grease must never be poured down the drain.

C. Utilities and shared expenses shall be paid within thirty (30) days of the invoice date for such billings.

6. Renovations.

A. Lessee may make any renovations and changes in the Leased Premises at its sole cost and expense with prior written approval of the University which approval shall not be unreasonably withheld or delayed. During the renovation, adequate protective measures must be taken to ensure that dust and debris do not settle or scatter to other areas outside the Leased Premises. All phases of work shall be performed within standard commercial practices, and adhere to all applicable codes and regulations.

B. Lessee shall give efficient supervision to the work, using his/her best skill and attention. He/She shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to the University any error, inconsistency or omission which he/she may discover. Lessee shall have a designated supervisor satisfactory to the University on the job at all times work is in progress. All renovation/modification will be inspected and approved by the University's Physical Plant which approval shall not be unreasonably withheld or delayed.

**7. Repairs.**

A. Lessee shall have the express obligation to make repairs to the interior of the Leased Premises, except repairs required due to reasonable wear and tear and the University's obligations set forth hereinafter. Lessee shall indemnify and hold the University harmless from any loss, cost or damage in connection therewith where said loss, cost or damage is occasioned by the Lessee, its agents, servants or employees, or by persons coming into or on the Leased Premises at the express or implied invitation of the Lessee.

B. University shall have the express obligation to promptly repair the building roof and structure, electrical systems and plumbing systems as directly affect the Leased Premises using reasonable efforts to minimize interference with Lessee's business operation.

**8. Compliance with Laws.** At all times during the term of this Agreement or any extension thereof, Lessee shall keep fully informed of and shall faithfully observe all applicable national, state and local laws, rules, regulations and ordinances of all governmental bodies related to Lessee's food and beverage operations. Lessee shall defend and indemnify the University, its regents, officers, and employees against any claims of liability, damages, fines, penalties, costs and fees arising from or based on any violations thereof by Lessee, its agents, or employees.

**9. Insurance.**

A. Lessee shall carry comprehensive general public liability insurance in a combined single limit amount of not less than \$1,000,000.00 against claims for personal injury, bodily injury, death, or property damage, on a per occurrence basis, for any and all liability, loss, costs, damage or expense arising out of Lessee's performance of this Agreement or caused by its operations at the University of Oklahoma, or that of its agents or employees. Worker's compensation insurance as prescribed by the laws of the State of Oklahoma shall also be carried. All insurance policies shall be in form and content satisfactory to the University and with reputable companies licensed to do business in Oklahoma; and shall name the University as an additionally insured party. All policies of insurance required under this Agreement shall be submitted promptly to the OMU Administrative Office upon request.

B. For any and all insurance required in this Agreement, Lessee shall furnish to the University a certificate or certificates of insurance from a reputable Insurance Company licensed to do business in the State of Oklahoma showing that the prescribed policies are in force and effect and each certificate shall provide that the Insurance Company shall not change or cancel any insurance until the University has been notified, in writing, at least (30) thirty days before the date of change or cancellation.

C. During the entire term of this Agreement, Lessee agrees to carry, at its expense, insurance for fire and extended coverage insuring, for the full insurable value thereof, Lessee's leasehold improvements, merchandise, trade fixtures, furnishings, operating equipment and personal property.

**10. Indemnification.** Lessee agrees to indemnify, defend and hold the University, its regents, employees, authorized agents and representatives harmless from and against any and all claims, demands, costs, penalties, fees (including without limitation, expert witness and attorneys' fees) damages, and liabilities whatsoever for, among other things, bodily injury, death, property damage, personal injury, economic loss, infringement and/or products liability asserted by any person or entity, resulting directly or indirectly, in whole or in part, from the acts and/or omissions of Lessee, its employees, directors or agents arising from or connected with Lessee's performance under this Agreement. Lessee's obligations under this paragraph shall survive the expiration or termination of this Agreement for any reason.

**11. Accounting.**

A. Lessee shall keep and maintain, in a central location, a book or set of books and records in accordance with generally accepted accounting principles sufficient to enable University to determine the monies payable to University by Lessee under the terms of this Agreement.

B. Lessee shall make such books or set of books and records available to University and/or individuals authorized by University with reasonable notice at any reasonable time during normal business hours to the extent necessary for University to verify the records and payments due under the terms of this Agreement, but no more than three times during any calendar year.

C. Lessee shall permit University or individuals authorized by University to copy all or portions of such book or set of books or records. In the event such examination discloses a deficiency in the monies paid to University, Lessee immediately shall pay to University such deficiency, together with interest thereon at the highest rate permitted by law and, in addition, shall reimburse University the cost for such examination.

D. Along with its monthly rental payment, Lessee shall submit a monthly statement of gross sales to the Administrator, OMU no later than the twentieth (20<sup>th</sup>) of each month covering the entire preceding month. This statement shall contain information as required and be on forms approved by the Administrator, OMU and signed by an executive officer or his/her authorized representative.

E. Lessee shall be responsible for detailed cash register tape readings. Such tapes shall be the property of Lessee but shall be made available to the University upon demand. All cash registers used by Lessee must be non-resettable and all tapes saved for a period of three (3) years.

**12. Right of Access.**

A. When required, representatives of the University shall have access to all spaces occupied by Lessee to, among other things, inspect the Leased Premises for Lessee's compliance with this Agreement and to fulfill its responsibilities under this Agreement to University OMU lessees. Such access normally will be when Lessee's employees are present, and will not be unreasonably exercised. Such right of access shall not relieve Lessee of any obligations contained herein or be construed as the University's condoning or waiver of any Lessee activity that may be in violation of University policy, local, state or federal law.

B. Lessee shall have access to the University loading dock during normal building operating hours.

**13. Lessee's Employees.**

A. Lessee shall train and closely supervise all employees so that they are aware of and habitually practice the high standards of cleanliness, courtesy, and service required. Furthermore, Lessee shall employ an experienced and qualified, full-time manager.

B. Lessee agrees and warrants that it will not discriminate or permit discrimination, in its operation or employment practices relative to the premises, against any person or group of persons on the grounds of race, gender, color, religion, national origin, veterans or disability status in any manner prohibited by the laws of the United States, the State of Oklahoma or the City of Norman.

C. Lessee's employees shall have the opportunity to purchase vehicle parking, available to University of Oklahoma staff through the University's Department of Parking and Transportation at the rates currently in effect.

**14. Taxes.** Lessee shall be responsible for payment for all applicable sales tax on total gross sale.

**15. Signage/Marketing.** Lessee shall be responsible for providing and installing signs, which identify the establishment, list complete menu and prices, and the hours of operation. All such signs must be approved, in advance, by the University. Lessee will make every effort to advertise its services and products to the University Community through campus newspapers, flyers, coupons, and specials.

**16. All Campus Card Program.** Lessee will participate in the all Campus Debit Card program. The University will provide the initial equipment needed for connection to the system. Lessee will be responsible for all replacement equipment or equipment required by business expansion. Lessee shall be bound by University policies regulating the debit card in force at any given time. Lessee shall be responsible for payment of associated costs and services charges accompanying campus card use.

**17. Hours of Operation.** The Lessee agrees to be open for business Monday – Friday 9:00 am – 7:00pm. Lessee will be open on all home football gamedays and on other Saturdays according to demand. Lessee also agrees to be open for special University events. Lessee is encouraged to be open extended hours in the evenings, mornings and on weekends.

**16. Emergency Response Plan**

Lessee will be required to participate in the Union’s Emergency Response Plan, including participating in biannual fire drills, and providing a list of employee names and phone numbers to the Union Administrative staff three times a year.

**19. Damage to Premises.** In case the Leased Premises, or any part thereof, shall be destroyed or damaged by fire or other casualty after the execution of this Agreement and before the expiration hereof, than a just proportion of the rent hereinbefore reserved, according to the nature and extent of the injury sustained by the Leased Premises, shall be abated until the Leased Premises shall have been put in proper condition for its use and occupancy.

**20. Surrender.** Lessee shall, at the expiration or termination of this Agreement, peaceably surrender the Leased Premises to the University in such condition and repair as the same are in at the commencement of this Agreement or may be put in by the University during the continuance thereof, reasonable wear and use thereof, only excepted.

**21. General Matters.**

A. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OKLAHOMA, WITHOUT GIVING FORCE AND EFFECT TO ITS CHOICE OF LAW PROVISIONS, AND THE UNITED STATE OF AMERICA. ANY LEGAL ACTION IN CONNECTION WITH THIS AGREEMENT SHALL BE FILED IN A COURT OF COMPETENT JURISDICTION.

B. Termination For Default.

In the event of default, the nondefaulting party may terminate this Agreement as follows:

- (1) The nondefaulting party shall give the defaulting party notice that sets forth a detailed statement of the default.
- (2) The defaulting party shall have a cure period of thirty (30) days from the effective date of notice in which to cure the default.
- (3) If the default is not cured within the cure period, the nondefaulting party may terminate the rights and licenses granted in this Agreement by sending notice of termination to the defaulting party.

Provided however, in the event Lessee fails to timely pay, in full, any payment required hereunder when due, University may declare Lessee to be in default of this Agreement and may take steps to terminate the Agreement under paragraph 21B; provided however, in the event the University is required to give Lessee notice for such default on two (2) occasions during the term of this Agreement, the third (3rd) and any subsequent such default shall permit University to terminate this Agreement and all rights herein, without Lessee's right of cure, by sending notice of termination to Lessee.

The Lessee must meet or exceed State and County Health Department inspection standards. Any infractions requiring a re-inspection must be corrected before the Health department's next visit which is usually 10 days after recording an infraction. On the third insufficient standards report from the Health Department, the lease will be reviewed for possible cancellation.

Lessor may immediately terminate this agreement in the event that the Lessee violates University Policy.

C. Severability of Terms.

If any part of this Agreement is ever ruled to be invalid, illegal, or unenforceable by a court or other body of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect and shall be deemed modified to the minimum extent necessary to make it enforceable. The effect of the ruling in question shall be strictly limited to the jurisdiction of the body making the ruling and if subsequently overruled or obviated by legislative action, the severed provision(s) of this Agreement shall return to full force and effectiveness.

D. Entire Agreement.

This Agreement, in writing, expresses the totality of the terms of the Agreement between the parties hereto. Any verbal representation shall have no force or effect whatsoever. This Agreement is not a part of any other agreement, does not depend for its consideration or its enforceability upon any other agreement and shall not be construed with or as a part of any other agreement past or present. This Agreement shall supersede and replace any and all prior agreements between the parties with respect to the subject matter covered by this Agreement. The parties each represent that no promises, representations or inducements have been made by the other party with respect to the subject matter of this Agreement, except as specifically set forth herein. This Agreement may not be changed, altered, modified or amended except by an agreement in writing signed by both parties.

E. Waiver.

No waiver shall be deemed to be made by any party of any right under this Agreement unless the waiver is in writing signed by that party. Each waiver, if any, shall be a waiver only with respect to the specific instance involved. No waiver shall impair the rights of the waiving party or the obligations of the other party in any other respect at any other time.



F. Legal Representative.

Nothing in this Agreement shall be construed to make either party the legal representative or agent of the other party, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party.

G. Assignment.

Lessee shall not, directly or indirectly, in whole or in part, sell, transfer, assign, convey, pledge, encumber or otherwise dispose of this Agreement without first obtaining the express written consent of the University.

H. Binding Effect.

The parties agree that this Agreement shall be binding upon their respective successors, assigns or transferees of any nature, if assignment and/or transfer are permitted in accordance with the terms of this Agreement.

I. Notices.

All notices, requests, demands and other communications required or permitted to be delivered hereunder shall be in writing. Such notices, requests, demands and other communications shall be deemed to have been given three business days after being deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed as follows:

Mr. Silas Law  
Owner, Orient Express, Inc.  
722 Asp Ave.  
Norman, OK 73072

Ms. Laura Tontz  
Director, Oklahoma Memorial Union  
900 Asp Avenue, Ste 428  
Norman, OK 73019-4052

Written notice actually received by a party shall always be effective as of the time of receipt, if a business day, or otherwise on the next business day thereafter. Further, either party may change its address for notice by giving the other party written notice of the new address.

J. Independent Contractor.

The relationship created by this Agreement shall be that of independent contractor, not employer/employee, joint venture, agent or business partners.

K. Right to Enter.

Lessee represents and warrants that Lessee has the right and authority to enter into this Agreement and to carry-out the terms and conditions it is required to perform hereunder.

L. Effective Date of Agreement.

The terms of this Agreement shall not be binding upon either of the parties hereto until both parties have properly executed the Agreement in the spaces provided below. The date on which the last party to sign executes this Agreement shall be the effective date of this Agreement.

M. No Liens.

Lessee shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of labor, goods, services or materials to Lessee, for any purpose or reason.

N. Proration of Rent.

If the term of this Agreement shall begin or end on a day other than the first or last day of a calendar month, all rent payable hereunder shall be prorated and paid on a daily basis for any such month(s).

O. Exclusive Use of Product.

University has an exclusive beverage license with Coca-Cola whereby only Coca-Cola beverage products can be served on campus. Accordingly, Lessee agrees to and shall serve only Coca-Cola products and no competitors' beverage so long as said exclusive license to University is in force and effect.

P. University Policies and Directives.

Lessee agrees to be bound by all existing and amended University policies and licenses that may effect the transaction of Lessee's business or use of the Leased Premises or as determined by the University to be applicable to Lessee.

WHEREFOR, the parties have signed this Agreement on the day and date indicated below.

**LESSEE:**  
Wong Key/Orient Express, Inc.

Silas Law  
Silas Law, Owner  
Orient Express, Inc.

Date: 7/3/07

**LESSOR:**  
The Board of Regents  
of the University of Oklahoma

Laura Tontz  
Laura Tontz, Director  
Oklahoma Memorial Union

Date: 7/3/07

STATE OF OKLAHOMA )  
  )ss  
COUNTY OF CLEVELAND)

Before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2007, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the identical persons who subscribed the names of the makers thereof to the foregoing instrument and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such agency, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

Christy Ann Robertson  
Notary Public

My commission expires 27 day of Aug 2007



## Attachment A Wong Key Lease

### Exclusive Services (Section 2A):

Lessor shall not permit any other person or entity to operate a food service business at the Union which would be in direct competition with lessee during the term of this lease. Lessee has exclusive ability to sell Asian entrees with the exception of sushi. Asian is defined as Vietnamese, Indian, Japanese, Thai or Korean. Lessor shall, however, be permitted to enter into leases with other persons or entities whose primary business is the sale of food products to the public so long as these other persons or entities are not direct competitors. Nevertheless, all lessees selling food to the public may offer soft drinks, tea, coffee, and other such food items without such sales being construed to be in direct competition with the business of Lessee.

### Payments (Section 4A):

**Basic Rent:** The Lessee will pay 11.5 % of gross monthly sales.

Utilities and shared expense payments (Section 4A). The expenses noted below are estimates and are subject to change if costs to the Oklahoma Memorial Union increase. The following table shall define Lessee's shared common expense and utility expense:

ITEM	EXPENSE	LESSEE PAYS	ESTIMATED COST
Trash Removal	\$2,120 avg. per month	10%	\$212.00
Pest Control	\$550.00 per month	5%	\$27.50
Sewer Maintenance	\$275.00 per month	10%	\$27.50
Exhaust System Cleaning	\$500.00 semi-annually	100%	\$1,000.00
Electricity	Metered at .06077 KWH	100%	Actual Cost
Gas	Metered at Univ. cost	100%	Actual Cost
Tap Water			\$36.00
Steam/Chilled Water		Not Applicable	-
Debit Card Phone Line		100%	\$29.15

**Attachment B**  
**Wong Key Lease**

Menu Items (Section 4D):

I. Chinese (Served with Rice/Noodle)

Selling Price/ Serving Size:

Plate (14 oz) - \$4.50

Bowl (10 oz) - \$2.75

Beef Broccoli  
Sesame Chicken  
Hunan Chicken  
Szechwan Beef  
Cantonese Chicken  
Cantonese Vegetables  
Mandarin Soy Chicken  
Hainanese Chicken with Pungent Sauce  
Shanghainese To-Fu  
Chicken with Peking Sauce  
Cantonese Ginger Beef  
Sweet & Sour Chicken  
Hokkien Noodle  
Taiwanese Rice Noodle  
Kowloon Honey Chicken  
Macau Portuguese Chicken  
Beef Lo Mein  
Yong Chow Fried Rice  
Vegetable Delight  
Cantonese Crab Meat with Tofu  
Mandarin Beef/Potato  
Hong Kong Black Pepper Steak

II. Dishes from Other Regions

Selling Price/Serving Size:

Plate (14 oz) - \$4.50

Bowl (10 oz) - \$2.75

Indonesian Rendang  
Indian Curry Chicken  
Thai Chicken with Basil & Hot Chilies  
Thai Green Curry Chicken  
Vietnamese Sticky Rice with Chicken/Shrimp  
Malaysian Chicken  
Malaysian Penang Satay Beef  
Singapore Rice Noodle

Sumatra Satay Grilled Chicken  
Mongolian Beef  
Jakarta Chicken  
Indonesian Beef Sambal  
Burmese Rice Vermicelli  
Cambodia Grilled Chicken  
Rangoon Chicken  
Vietnamese Grilled Lime Chicken  
Laos Grilled Chicken  
Korean Glass Noodle  
Japanese Teriyaki Chicken  
Hong Kong Sticky Rice Chicken

III. Side Orders

Egg Rolls	\$1.50
Fried Dumplings (6)	\$2.00
Spring Rolls (3)	\$1.50
Fried Rice	\$2.50
Steam Rice	\$1.50
LoMein	\$2.50
Soup	\$1.50

IV. Other Asian food items may also be provided.

AMENDMENT TO LEASE AGREEMENT DATED JULY 1, 2007, BY AND BETWEEN THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA NORMAN, OKLAHOMA, (HEREIN REFERRED TO AS "UNIVERSITY," AND SILAS LAW, D.B.A. ORIENT EXPRESS (HEREIN REFERRED TO AS "LESSEE").

All terms and conditions laid forth in lease agreement dated July 1, 2007, remain in effect except those listed below.

**1. Term.**

The term of the agreement shall be for a period of year beginning July 1, 2013 and ending June 30, 2014.

**2. Rent.**

A. Rent for the Initial Term and any extensions thereof shall be as set forth here and on Attachment A attached hereto and incorporated herein. Payment of rent shall be made on a monthly basis by the 20th day of each month. Rent as 11.5% of sales, shall be due on the 20th day of the month based on the sales of the previous month. Payments received after the due date shall be assessed a 5% late fee per month until payment is received. Checks shall be made payable to the University of Oklahoma and shall be forwarded to Oklahoma Memorial Union, Union Administrative Office, 900 Asp Avenue, Suite 428, Norman, Oklahoma 73019-4052.

B. The term "gross sales" as used in Attachment A shall mean the gross amount received for all sales from the Leased Premises, either for cash or credit, for the month. The term "gross sales" as used herein shall not include (1) sales taxes, (2) refunds, and (3) non-food promotional items. Specifically included are those sales prepared in, but catered away from the Leased Premises.

WHEREFOR, the parties have signed this Amendment on the day and date indicated below.

LESSEE:  
Wong Key/Orient Express, Inc.

UNIVERSITY:  
The Board of Regents of the  
University of Oklahoma

Silas Law  
Silas Law, Owner  
Orient Express, Inc.

Laura Tontz  
Laura Tontz  
Director  
Oklahoma Memorial Union

Date: June 12, 2013

Date: 6/12/13

STATE OF OKLAHOMA  
COUNTY OF CLEVELAND

Before me on this 12 day of June, 2013, personally appeared Silas Law, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as a duly authorized officer of Board of Regents of the University of Oklahoma and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

Monica Tepley  
Notary Public

My commission expires 3 day of May, 2016





**Attachment A  
Wong Key Lease**

Payments (Section 2A):

**Basic Rent:** The Lessee will pay 11.5% of gross monthly sales.

**Utilities and shared expense payments:**

The expenses noted below are estimates and are subject to change if costs to the Oklahoma Memorial Union increase. The following table shall define Lessee's shared common expense and utility expense:

ITEM	ESTIMATED EXPENSE	LESSEE PAYS	COST
Trash Removal	\$2,527 avg. per month	3% of Actual	Actual Cost
Pest Control	\$1,144 per month	3%	\$34 per month
Sewer Maintenance	\$2,132 per month	3%	\$64 per month
Exhaust System Cleaning	\$454 semi-annually	3%	\$14 per month
Electricity	Metered at Actual Rate	100% of Actual	Actual Cost
Gas	Metered at Actual Rate	100% of Actual	Actual Cost
Steam/Chilled Water	\$32,241 per month	.73%	\$235 per month
Tap Water	\$10,907 per month	.73%	\$80 per month
Debit Card Phone Line	\$25 per month	100%	\$25 per month

Food Sales Summary FY02-FY06

	WONG KEY
<b>FY 02</b>	<b>\$ 317,541.23</b>
<b>FY 03</b>	<b>\$ 326,445.25</b>
<b>FY 04</b>	<b>\$ 306,986.52</b>
<b>FY 05</b>	<b>\$ 246,918.70</b>
<b>FY 06</b>	<b>\$ 241,217.45</b>

%Increase/(Decrease)

<b>FY02-FY03</b>	3%
<b>FY03-FY04</b>	-6%
<b>FY04-FY05</b>	-24%
<b>FY05-FY06</b>	-2%

<b>FY02-FY06</b>	-32%
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FY 04 & FY 05

	WONGKEY
Jul-03	10,143.04
Aug-03	19,645.36
Sep-03	44,218.51
<b>QTR TOTAL</b>	<b>74,006.91</b>
Oct-03	39,868.87
Nov-03	30,097.96
Dec-03	21,268.10
<b>QTR TOTAL</b>	<b>91,234.93</b>
<b>1st Half Total</b>	<b>165,241.84</b>
Jan-04	26,008.82
Feb-04	32,483.15
Mar-04	29,000.52
<b>QTR TOTAL</b>	<b>87,492.49</b>
Apr-04	32,115.55
May-04	12,279.55
Jun-04	9,857.09
<b>QTR TOTAL</b>	<b>54,252.19</b>
<b>2nd Half Total</b>	<b>141,744.68</b>
<b>YEAR TO DATE</b>	<b>306,986.52</b>

	<b>WONG KEY</b>
Jul-04	7,773.48
Aug-04	19,386.13
Sep-04	33,204.29
<b>QTR TOTAL</b>	<b>60,363.90</b>
Oct-04	29,862.55
Nov-04	26,103.03
Dec-04	21,595.93
<b>QTR TOTAL</b>	<b>77,561.51</b>
<b>1st Half Total</b>	<b>137,925.41</b>
Jan-05	19,712.65
Feb-05	31,129.29
Mar-05	
<b>QTR TOTAL</b>	<b>50,841.94</b>
Apr-05	32,371.55
May-05	16,928.33
Jun-05	8,851.47
<b>QTR TOTAL</b>	<b>58,151.35</b>
<b>2nd Half Total</b>	<b>108,993.29</b>
<b>YEAR TO DATE</b>	<b>246,918.70</b>

**% CHANGE  
IN SALES            -20%**

FY 05 & FY 06

	<b>WONGKEY</b>
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Jul-04	7,773.48
Aug-04	19,386.13
Sep-04	33,204.29
<b>QTR TOTAL</b>	<b>60,363.90</b>

Oct-04	29,862.55
Nov-04	26,103.03
Dec-04	21,595.93
<b>QTR TOTAL</b>	<b>77,561.51</b>
<b>1st Half Total</b>	<b>137,925.41</b>

Jan-05	19,712.65
Feb-05	31,129.29
Mar-05	28,505.24
<b>QTR TOTAL</b>	<b>79,347.18</b>

Apr-05	32,371.55
May-05	16,928.33
Jun-05	8,851.47
<b>QTR TOTAL</b>	<b>58,151.35</b>
<b>2nd Half Total</b>	<b>137,498.53</b>

<b>YEAR TO DATE</b>	<b>275,423.94</b>
	<b>WONGKEY</b>
Jul-05	7,437.59
Aug-05	19,742.33
Sep-05	31,363.34
<b>QTR TOTAL</b>	<b>58,543.26</b>
Oct-05	28,574.42
Nov-05	25,661.66
Dec-05	15,275.44
<b>QTR TOTAL</b>	<b>69,511.52</b>
<b>1st Half Total</b>	<b>128,054.78</b>
<b>% CHANGE</b>	<b>-8%</b>
<b>IN SALES</b>	
Jan-06	17,678.35
Feb-06	26,406.65
Mar-06	23,648.45
<b>QTR TOTAL</b>	<b>67,733.45</b>
Apr-06	23,594.30
May-06	13,782.43
Jun-06	8,052.49
<b>QTR TOTAL</b>	<b>45,429.22</b>
<b>2nd Half Total</b>	<b>113,162.67</b>
<b>% CHANGE</b>	<b>-22%</b>
<b>IN SALES</b>	
<b>YEAR TO DATE</b>	<b>241,217.45</b>
<b>% CHANGE</b>	<b>-14%</b>
<b>IN SALES</b>	

**WONGKEY**

FY 07 & FY 08

	<b>WONGKEY</b>
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Jul-06	6,909.79
Aug-06	21,625.60
Sep-06	28,452.72
<b>QTR TOTAL</b>	<b>56,988.11</b>

Oct-06	30,454.99
Nov-06	25,758.81
Dec-06	11,942.16
<b>QTR TOTAL</b>	<b>68,155.96</b>
<b>1st Half Total</b>	<b>125,144.07</b>

Jan-07	20,721.22
Feb-07	27,748.60
Mar-07	24,748.28
<b>QTR TOTAL</b>	<b>73,218.10</b>

Apr-07	28,569.67
May-07	13,057.04
Jun-07	7,460.31
<b>QTR TOTAL</b>	<b>49,087.02</b>
<b>2nd Half Total</b>	<b>122,305.12</b>

<b>YEAR TO DATE</b>	<b>247,449.19</b>
Jul-07	7,965.92
Aug-07	23,471.90
Sep-07	29,987.21
<b>QTR TOTAL</b>	<b>61,425.03</b>
Oct-07	32,571.42
Nov-07	24,998.28
Dec-07	10,805.65
<b>QTR TOTAL</b>	<b>68,375.35</b>
<b>1st Half Total</b>	<b>129,800.38</b>
<b>% CHANGE</b>	4%
<b>IN SALES</b>	
Jan-08	18,007.67
Feb-08	22,972.42
Mar-08	18,168.36
<b>QTR TOTAL</b>	<b>59,148.45</b>
Apr-08	25,720.71
May-08	10107.27
Jun-08	7514.39
<b>QTR TOTAL</b>	<b>43,342.37</b>
<b>2nd Half Total</b>	102,490.82
<b>% CHANGE</b>	-19%
<b>IN SALES</b>	
<b>YEAR TO DATE</b>	<b>232,291.20</b>
<b>% CHANGE</b>	-7%
<b>IN SALES</b>	



## FY 2008 and FY 2009

WONG KEY
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### FY 2008

Jul-07	7,965.92
Aug-07	23,471.90
Sep-07	29,987.21
<b>QTR TOTAL</b>	<b>61,425.03</b>

Oct-07	32,571.42
Nov-07	24,998.28
Dec-07	10,805.65
<b>QTR TOTAL</b>	<b>68,375.35</b>

<b>1st Half Total</b>	<b>\$129,800.38</b>
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Jan-08	18,007.67
Feb-08	22,972.42
Mar-08	18,168.36
<b>QTR TOTAL</b>	<b>59,148.45</b>

Apr-08	25,720.71
May-08	10,107.27
Jun-08	7,514.39
<b>QTR TOTAL</b>	<b>43,342.37</b>

<b>2nd Half Total</b>	<b>102,490.82</b>
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<b>FY 2008 TOTAL</b>	<b>\$232,291.20</b>
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## FY 2008 and FY 2009

WONG KEY
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### FY 2009

Jul-08	11,026.50
Aug-08	15,659.21
Sep-08	36,107.50
<b>QTR TOTAL</b>	<b>62,793.21</b>

Oct-08	31,808.88
Nov-08	22,987.46
Dec-08	15,060.92

<b>QTR TOTAL</b>	<b>69,857.26</b>
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<b>1st Half Total</b>	<b>\$132,650.47</b>
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<i>% of Change in Sales from Previous Year</i>	<i>2%</i>
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Jan-09	10,218.11
Feb-09	22,140.63
Mar-09	16,670.58

<b>QTR TOTAL</b>	<b>49,029.32</b>
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Apr-09	19,949.63
May-09	8,247.68
Jun-09	5,144.63

<b>QTR TOTAL</b>	<b>33,341.94</b>
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<b>2nd Half Total</b>	<b>\$82,371.26</b>
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<i>% of Change in Sales from Previous Year</i>	<i>-24%</i>
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<b>FY 2009 TOTAL</b>	<b>\$215,021.73</b>
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<i>% of Change in Sales from Previous Year</i>	<i>-8%</i>
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## FY 2009 and FY 2010

WONG KEY
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### FY 2009

Jul-08	11,026.50
Aug-08	15,659.21
Sep-08	36,107.50
<b>QTR TOTAL</b>	<b>62,793.21</b>

Oct-08	31,808.88
Nov-08	22,987.46
Dec-08	15,060.92

<b>QTR TOTAL</b>	<b>69,857.26</b>
------------------	------------------

<b>1st Half Total</b>	<b>\$132,650.47</b>
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Jan-09	10,218.11
Feb-09	22,140.63
Mar-09	16,670.58

<b>QTR TOTAL</b>	<b>49,029.32</b>
------------------	------------------

Apr-09	19,949.63
May-09	8,247.68
Jun-09	5,144.63

<b>QTR TOTAL</b>	<b>33,341.94</b>
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<b>2nd Half Total</b>	<b>\$82,371.26</b>
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<b>FY 2009 TOTAL</b>	<b>\$215,021.73</b>
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## FY 2009 and FY 2010

WONG KEY
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### FY 2010

Jul-09	6,060.35
Aug-09	10,725.84
Sep-09	25,448.29
<b>QTR TOTAL</b>	<b>42,234.48</b>

Oct-09	24,785.82
Nov-09	21,650.43
Dec-09	13,447.05

<b>QTR TOTAL</b>	<b>59,883.30</b>
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<b>1st Half Total</b>	<b>\$102,117.78</b>
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<i>% of Change in Sales from Previous Year</i>	<i>-30%</i>
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Jan-10	10,243.60
Feb-10	23,204.79
Mar-10	20,531.78

<b>QTR TOTAL</b>	<b>53,980.17</b>
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Apr-10	22,023.72
May-10	8,711.23
Jun-10	6,832.86

<b>QTR TOTAL</b>	<b>37,567.81</b>
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<b>2nd Half Total</b>	<b>\$91,547.98</b>
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<i>% of Change in Sales from Previous Year</i>	<i>10%</i>
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<b>FY 2010 TOTAL</b>	<b>\$193,665.76</b>
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<i>% of Change in Sales from Previous Year</i>	<i>-11%</i>
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## FY 2010 and FY 2011

WONG KEY
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### FY 2010

Jul-09	6,060.35
Aug-09	10,725.84
Sep-09	25,448.29
<b>QTR TOTAL</b>	<b>42,234.48</b>

Oct-09	24,785.82
Nov-09	21,650.43
Dec-09	13,447.05

<b>QTR TOTAL</b>	<b>59,883.30</b>
------------------	------------------

<b>1st Half Total</b>	<b>\$102,117.78</b>
-----------------------	---------------------

Jan-10	10,243.60
Feb-10	23,204.79
Mar-10	20,531.78

<b>QTR TOTAL</b>	<b>53,980.17</b>
------------------	------------------

Apr-10	22,023.72
May-10	8,711.13
Jun-10	6,832.86

<b>QTR TOTAL</b>	<b>37,567.71</b>
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<b>2nd Half Total</b>	<b>\$91,547.88</b>
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<b>FY 2010 TOTAL</b>	<b>\$193,665.66</b>
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## FY 2010 and FY 2011

WONG KEY
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### FY 2011

Jul-10	5,773.52
Aug-10	12,551.06
Sep-10	27,323.40
<b>QTR TOTAL</b>	<b>45,647.98</b>

Oct-10	22,754.10
Nov-10	20,738.58
Dec-10	11,182.35
<b>QTR TOTAL</b>	<b>54,675.03</b>

<b>1st Half Total</b>	<b>\$100,323.01</b>
<i>% of Change in Sales from Previous Year</i>	<i>-2%</i>

Jan-11	10,008.73
Feb-11	14,322.59
Mar-11	17,059.04
<b>QTR TOTAL</b>	<b>41,390.36</b>

Apr-11	19,325.12
May-11	7,868.31
Jun-11	5,253.72
<b>QTR TOTAL</b>	<b>32,447.15</b>

<b>2nd Half Total</b>	<b>\$73,837.51</b>
<i>% of Change in Sales from Previous Year</i>	<i>-24%</i>

<b>FY 2011 TOTAL</b>	<b>\$174,160.52</b>
<i>% of Change in Sales from Previous Year</i>	<i>-11%</i>

# FY 2011 and FY 2012

WONG KEY
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## FY 2011

Jul-10	5,773.52
Aug-10	12,551.06
Sep-10	27,323.40
<b>QTR TOTAL</b>	<b>45,647.98</b>

Oct-10	22,754.10
Nov-10	20,738.58
Dec-10	11,182.35

<b>QTR TOTAL</b>	<b>54,675.03</b>
------------------	------------------

<b>1st Half Total</b>	<b>\$100,323.01</b>
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Jan-11	10,008.73
Feb-11	14,322.59
Mar-11	17,059.04

<b>QTR TOTAL</b>	<b>41,390.36</b>
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Apr-11	19,325.12
May-11	7,868.31
Jun-11	5,253.72

<b>QTR TOTAL</b>	<b>32,447.15</b>
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<b>2nd Half Total</b>	<b>\$73,837.51</b>
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<b>FY 2011 TOTAL</b>	<b>\$174,160.52</b>
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## FY 2011 and FY 2012

WONG KEY
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### FY 2012

Jul-11	4,871.19
Aug-11	14,213.19
Sep-11	29,139.94
<b>QTR TOTAL</b>	<b>48,224.32</b>
<i>% of Change in Sales from Previous Year</i>	<i>6%</i>

Oct-11	25,904.24
Nov-11	24,724.91
Dec-11	11,400.89
<b>QTR TOTAL</b>	<b>62,030.04</b>
<b>1st Half Total</b>	<b>\$110,254.36</b>
<i>% of Change in Sales from Previous Year</i>	<i>10%</i>

Jan-12	14,274.59
Feb-12	23,636.56
Mar-12	18,126.19
<b>QTR TOTAL</b>	<b>56,037.34</b>

Apr-12	21,604.89
May-12	9,822.19
Jun-12	6,551.93
<b>QTR TOTAL</b>	<b>37,979.01</b>
<b>2nd Half Total</b>	<b>\$94,016.35</b>
<i>% of Change in Sales from Previous Year</i>	<i>27%</i>

<b>FY 2012 TOTAL</b>	<b>\$204,270.71</b>
<i>% of Change in Sales from Previous Year</i>	<i>17%</i>



## FY 2012 and FY 2013

WONG KEY
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### FY 2012

Jul-11	4,871.19
Aug-11	14,213.19
Sep-11	29,139.94
<b>QTR TOTAL</b>	<b>48,224.32</b>

Oct-11	25,904.24
Nov-11	24,724.91
Dec-11	11,400.89

<b>QTR TOTAL</b>	<b>62,030.04</b>
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<b>1st Half Total</b>	<b>\$110,254.36</b>
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Jan-12	14,274.59
Feb-12	23,636.56
Mar-12	18,126.19

<b>QTR TOTAL</b>	<b>56,037.34</b>
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Apr-12	21,604.89
May-12	9,822.19
Jun-12	6,551.93

<b>QTR TOTAL</b>	<b>37,979.01</b>
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<b>2nd Half Total</b>	<b>\$94,016.35</b>
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<b>FY 2012 TOTAL</b>	<b>\$204,270.71</b>
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## FY 2012 and FY 2013

WONG KEY
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### FY 2013

Jul-12	5,605.30
Aug-12	17,786.01
Sep-12	27,884.06
<b>QTR TOTAL</b>	<b>51,275.37</b>
<i>% of Change in Sales from Previous Year</i>	<i>6%</i>

Oct-12	29,861.81
Nov-12	22,036.80
Dec-12	8,564.53
<b>QTR TOTAL</b>	<b>60,463.14</b>
<b>1st Half Total</b>	<b>\$111,738.51</b>
<i>% of Change in Sales from Previous Year</i>	<i>1%</i>

Jan-13	17,241.24
Feb-13	23,344.89
Mar-13	18,867.05
<b>QTR TOTAL</b>	<b>59,453.18</b>
<i>% of Change in Sales from Previous Year</i>	<i>6%</i>

Apr-13	25,571.88
May-13	9,411.47
Jun-13	5,725.31
<b>QTR TOTAL</b>	<b>40,708.66</b>
<b>2nd Half Total</b>	<b>\$100,161.84</b>
<i>% of Change in Sales from Previous Year</i>	<i>7%</i>

<b>FY 2013 TOTAL</b>	<b>\$211,900.35</b>
<i>% of Change in Sales from Previous Year</i>	<i>4%</i>

## FY 2013 and FY 2014

WONG KEY
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### FY 2013

Jul-12	5,605.30
Aug-12	17,786.01
Sep-12	27,884.06
<b>QTR TOTAL</b>	<b>51,275.37</b>

Oct-12	29,861.81
Nov-12	22,036.80
Dec-12	8,564.53

<b>QTR TOTAL</b>	<b>60,463.14</b>
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<b>1st Half Total</b>	<b>\$111,738.51</b>
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Jan-13	17,241.24
Feb-13	23,344.89
Mar-13	18,867.05

<b>QTR TOTAL</b>	<b>59,453.18</b>
------------------	------------------

Apr-13	25,571.88
May-13	9,411.47
Jun-13	5,725.31

<b>QTR TOTAL</b>	<b>40,708.66</b>
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<b>2nd Half Total</b>	<b>\$100,161.84</b>
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<b>FY 2013 TOTAL</b>	<b>\$211,900.35</b>
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## FY 2013 and FY 2014

WONG KEY
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### FY 2014

Jul-13	5,560.01
Aug-13	17,413.79
Sep-13	27,088.66
<b>QTR TOTAL</b>	<b>50,062.46</b>
<i>% of Change in Sales from Previous Year</i>	<i>-2%</i>

Oct-13	30,211.83
Nov-13	22,171.22
Dec-13	8,749.91
<b>QTR TOTAL</b>	<b>61,132.96</b>
<b>1st Half Total</b>	<b>\$111,195.42</b>
<i>% of Change in Sales from Previous Year</i>	<i>0%</i>

Jan-14	16,461.92
Feb-14	23,525.65
Mar-14	17,869.57
<b>QTR TOTAL</b>	<b>57,857.14</b>
<i>% of Change in Sales from Previous Year</i>	<i>-3%</i>

Apr-14	25,484.00
May-14	7,682.94
Jun-14	0.00
<b>QTR TOTAL</b>	<b>33,166.94</b>
<b>2nd Half Total</b>	<b>\$91,024.08</b>
<i>% of Change in Sales from Previous Year</i>	<i>-9%</i>

<b>FY 2014 TOTAL</b>	<b>\$202,219.50</b>
<i>% of Change in Sales from Previous Year</i>	<i>-5%</i>

\*Wong Key closed in June 2014