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|  |  | **Real Estate and Leasing Services****Notice of** **Change of Lessor** |

|  |  |  |  |
| --- | --- | --- | --- |
| Agency |       | Purchase order number |       |
| Date |       **/**       **/**       |  |
| Re: (LESSOR) |       |
| Address of lease |       |

|  |  |
| --- | --- |
| 1. Legal name of new LESSOR
 |       |
| 1. Date of transfer of interest
 |       |
| (If transfer has been effected by duly recorded instrument, give recording date.) |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Date filed |       |  | County of record |       |
| Volume |       |  | Page |       |

The OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES reserves the right to examine all instruments affecting the change in legal ownership of the property prior to approval of payment to the new LESSOR.

1. Signature required (for exceptions, see Item 6 on instructions)

|  |  |
| --- | --- |
| * 1. Original LESSOR
 |       |
|  | (print as shown on existing lease agreement) |
| Signature |  | Date |       |
| Title |  |  |  |

|  |  |
| --- | --- |
| * 1. Legal name of new lessor
 |       |
|  | (as shown in Item 1 above) |
| Address |       |  |   |
| City |       | State |      \_\_\_ ZIP      \_\_\_  |
| Phone number |       |  |

|  |  |
| --- | --- |
| Email |       |
| Social Security or federal ID number |  |
| Type or print name |       |
| Title |       |  |  |
| Signature |       | Date |

|  |  |
| --- | --- |
|       |       |

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No invoice received subsequent to generation of this notice will be approved for payment to the new lessor until this notice is completed and signed by all parties as indicated above, and signed by the director of Real Estate and Leasing Services on behalf of the Office of Management and Enterprise Services.

1. Approved by the Office of Management and Enterprise Services to be effective on      \_\_\_\_\_ of       ,

|  |  |  |
| --- | --- | --- |
|       | By |  |
| LESSEE (user agency) – provide the **LAST** payment period rent has been made to the original LESSOR |  |  Real Estate and Leasing Services |

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|  |  | **Notice of Change of Lessor** |

1. The agency (LESSEE), when notified of a change or prospective change in the legal ownership of the leased property shall be responsible for securing the requested signatures on this form prior to submitting to OMES Real Estate and Leasing Services for approval.
2. Payment to the new LESSOR will not be approved until this notice has been accepted and signed by the director of REALS.

1. REALS will send notification of the acceptance of this Notice of Change of LESSOR to the original LESSOR, the new LESSOR and the agency (LESSEE).
2. All payments to the new LESSOR will start with the payment period beginning after the effective date of this notice as shown in Item 4 of the form. (If this requirement causes payment to be made to one LESSOR when the other is entitled to all or part of such payment, the necessary apportionment should be worked out between those parties. The STATE OF OKLAHOMA will not be responsible for the apportionment.)
3. A person asserting a right as a LESSOR to the STATE by virtue of a transfer of interest from the stated LESSOR may not file this form or be entitled to receive any payment from the STATE under the lease referred to herein, where that person has, or claims to have, no responsibility to fulfill the LESSOR’S duties under the subject lease.
4. For purposes of this notice, the new LESSOR need not obtain the signature of the original LESSOR, where:
	1. The right to act as LESSOR is transferred pursuant to a court order. (In such a case, a copy of the court order must be attached to this form.)

Or

* 1. The right to act as LESSOR is transferred pursuant to the proper exercise of a right to foreclosure of a vendor’s lien retained in a deed of trust, or pursuant to a proper exercise of any similar right of foreclosure duly authorized and documented. (In such a case, the right to receive payments under the lease agreement is affected by the terms of the legal document giving rise to foreclosure and a copy of those legal documents must be attached to this form.)
1. The sole purpose of this form is to ensure all payments made by the State of Oklahoma are to the proper persons and under proper circumstances. Nothing in this form shall be understood to be for any other purpose.