

THIRD AMENDMENT

This Third Amendment (the "Amendment") is made and entered into as of the 26TH day of SEPTEMBER, 2023 by and between Oklahoma Tower Realty Investors, LLC, an Oklahoma limited liability company ("Landlord") and Oklahoma City Public Property Authority, a public trust ("Tenant").

WITNESSETH

A. **WHEREAS**, Landlord (as successor in interest to OKT Investors, LLC) and Tenant are parties to that certain lease dated the 29th day of July, 2003 currently containing approximately 932 rentable square feet of space described as Suite No. 1820 on the eighteenth floor ("Premises") of the building commonly known as Oklahoma Tower and the address of which is 210 Park Avenue, Oklahoma City, Oklahoma (the "Building"), which lease has been previously amended or assigned by instruments dated July 30th, 2013 and July 31st, 2018 (collectively, the "Lease"); and

B. **WHEREAS**, the Lease by its terms shall expire on August 31st, 2023 ("Prior Termination Date"), and the parties desire to extend the Lease, all on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

I. **Extension.** The Term is hereby extended sixty (60) months from the Prior Termination Date to August 31st, 2028 ("Extended Termination Date"), unless sooner terminated in accordance with the terms of the Lease. That portion of the Term commencing the day immediately following the Prior Termination Date ("Extension Date") and ending on the Extended Termination Date shall be referred to herein as the "Extended Term".

II. **Rent.** As of the Extension Date, Tenant shall pay Landlord Base Rent, Operating Cost Rent and the License Fee for the Premises and the public-safety radio antenna system located on the rooftop of the Building on an annual basis for the Extended Term. The annual installment of \$75,840.36 shall be paid to Landlord on or before the first day of September each year throughout the Extended Term beginning September 1st, 2023.

All such Rent shall be payable by Tenant in accordance with the terms of Section 2 on page 3 of the Lease entitled "Rent".

III. **Renewal Option.** The Renewal Option granted to Tenant in Section III. of the Second Amendment dated July 31st, 2018 has been satisfied by this Amendment and deleted in its entirety.

IV. **Miscellaneous.**

A. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any Rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless specifically set forth in this Amendment.

B. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect.

C. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control. Under no circumstances shall this Amendment be deemed to grant Tenant any further right to expand

the Premises or extend the Lease, provided, however, any such additional rights specifically provided Tenant in the Lease are not hereby relinquished or waived.

D. Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Amendment until Landlord has executed and delivered the same to Tenant.

E. The capitalized terms used in this Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment.

F. This Amendment shall be of no force and effect unless and until accepted by any guarantors of the Lease, who by signing below shall agree that their guarantee shall apply to the Lease as amended herein, unless such requirement is waived by Landlord in writing.

G. Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this Amendment except Newmark Robinson Park.

H. The liability of Landlord for Landlord's obligations under the Lease, as amended by this Amendment (the "Amended Lease"), shall be limited to Landlord's interest in the Building and the land thereunder and Tenant shall not look to any other property or assets of Landlord or the property or assets of any partner, shareholder, director, officer, principal, employee or agent, directly and indirectly, of Landlord (collectively, the "Parties") in seeking either to enforce Landlord's obligations under the Amended Lease or to satisfy a judgment for Landlord's failure to perform such obligations; and none of the Parties shall be personally liable for the performance of Landlord's obligations under the Amended Lease.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

LANDLORD: Oklahoma Tower Realty Investors
L.L.C., an Oklahoma limited liability company

TENANT: Oklahoma City Public Property
Authority, a public trust

By: OKT Manager, Inc., an Oklahoma
corporation, as Manager

By: 
Name: Mark L. Beffort

Title: Vice President and Secretary

Date: 8.28.23

SEE ATTACHED SIGNATURE PAGE

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Secretary

Reviewed for form and legality

Assistant Municipal Counselor

APPROVED by the Trustees and **SIGNED** by the Chairman of the Oklahoma City Public Property Authority this 26TH day of SEPTEMBER, 2023.

ATTEST:

Amy K Simpson
SECRETARY



David Holt
CHAIRMAN

REVIEWED for form and legality.

Jill Burnett
ASSISTANT MUNICIPAL COUNSELOR