



CENTRAL OKLAHOMA
TRANSPORTATION & PARKING
AUTHORITY

AMENDMENT No. 1 of Lease Agreement

(COTPA C244123)_Clarity Coffee, LLC

For Leased Premises 431 W Main St, OKC, OK (Suite A)

This first amendment (“**Amendment No. 1**”) is made by and between **Clarity Coffee, LLC** (“**TENANT**”) and **Central Oklahoma Transportation and Parking Authority** (“**LANDLORD**”), an Oklahoma public trust, (collectively, the “**Parties**”).

WITNESSETH

WHEREAS, on June 5, 2015, the **Parties** entered into a Lease Agreement, (COTPA C244123) for Leased Premises at 431 W Main St, OKC, OK, SUITE A (“**Agreement**”); and

WHEREAS, the Initial Term of the Agreement between the **Parties** was for two years, with a stated effective date of August 1, 2015, and with a stated end date of July 31, 2017; and

WHEREAS, Paragraph 23.5 *Entire Agreement and Amendment* authorizes the Agreement to be amended when both Parties agree in writing; and

WHEREAS, Paragraph 2. *Term* authorizes the Agreement to be renewed for four (4) additional two (2) year Renewal Terms upon mutual written agreement of both **Parties**.

NOW THEREFORE, it is mutually agreed by and between the **Parties** to amend the Agreement as follows:

1. Amend Paragraph 2 of the Agreement, replacing it in its entirety, to read as follows:

2. *Term*. The Initial Term of this Lease is for a period of two (2) years, commencing on December 8, 2015, (“**Commencement Date**”), and ending on December 7, 2017. **LANDLORD** and **TENANT**, at the end of the Initial Term, shall have the option to renew the Lease for up to four (4) additional two-year Renewal Terms on the same terms and



conditions as set forth herein or as otherwise mutually agreed upon. Each Renewal Term shall be by written agreement of both **Parties** in a form acceptable to the **LANDLORD**. Notwithstanding the Renewal Terms being two-years in duration each, the **Parties** may mutually agree in writing to continue a Renewal Term under the then-current terms and conditions and extend that Renewal Term for up to ninety (90) days in order to meet either Party's administrative or business-related needs. Only one such extension is permitted for any one Renewal Term. Unless a Renewal Term is expressly extended, in writing, by both **Parties** prior to the end of the two-year renewal period, the Renewal Term shall terminate at the end of the two-year period.

2. Amend the previous end date of the current Renewal Term 3 to end on March 31, 2024.

The undersigned individual states that the **TENANT** will be bound by this **Amendment No. 1**, and that all other terms and provisions of the Agreement remain in full force and effect and are binding on the **Parties**. In the event of any conflict between the provisions of this **Amendment No. 1** and the provisions of the Agreement or any other prior document governing the Agreement, the provisions in this **Amendment No. 1** will control.

[Rest of page left blank intentionally]



CENTRAL OKLAHOMA
TRANSPORTATION & PARKING
AUTHORITY

WITNESS the hands of the parties hereto:

STEVE WILLINGHAM

Print Name

Signature

MANAGING MEMBER

Title

Note: If individual signing is not owner or an officer of the business or corporation a Letter of Authorization is to be included. For instance, if a Salesman or Manager signs this form, a letter of authorization is to be attached. Corporate Seal will be accepted in lieu of an authorization letter if affixed to this document.

TO BE COMPLETED BY THE NOTARY:

State of * Oklahoma)
SS.

County of * Oklahoma)

[*State and County where notarized must be written in.]



SIGNED and sworn to before me this 20th day of Dec, 2023.

by Steve Willingham

[Printed name of individual who signed above.]

Signature of Notary Public:

My Commission number:

My Commission expires:

[Date/Year]



CENTRAL OKLAHOMA
TRANSPORTATION & PARKING
AUTHORITY

APPROVED by the Central Oklahoma Transportation and Parking Authority and SIGNED by the Chairperson, this 5th day of January, 2024.

ATTEST:



[Signature]
Secretary

CENTRAL OKLAHOMA
TRANSPORTATION AND PARKING
AUTHORITY

[Signature]
Chairperson

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor