

AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT

THIS AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT (this "Amendment") is entered into as of September _____, 2012, by and among the TULSA COUNTY INDUSTRIAL AUTHORITY, an Oklahoma public trust (the "Authority"), the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA (the "Board") and the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation (the "Contracting Party").

WITNESSETH:

WHEREAS, the Authority, the Board and the Contracting Party have heretofore entered into that certain Capital Improvements Agreement (the "Agreement"), dated October 30, 2008; and

WHEREAS, the Authority, the Board and the Contracting Party now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the premises, the Authority, the Board and the Contracting Party hereby agree as follows:

1. The words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization shall have the meanings set forth in the Agreement.

2. Section 1.34 of the Agreement entitled "Maximum Amount of Advances" is hereby amended and restated in its entirety as follows:

"1.34. "Maximum Amount of Advances" means \$61,627.08."

3. Section 2 of the Agreement is hereby amended by replacing "\$300,000.00" with "\$61,627.08."

4. The Contracting Party remains entitled to additional funds under the Resolution (defined in the Agreement) in the amount of \$238,372.92 for the costs of the acquisition, constructing, equipping and furnishing of the Project, which costs shall be advanced by the Board to the Contracting Party pursuant to a Capital Improvements Agreement between the Board and the Contracting Party.

5. The Authority, the Board and the Contracting Party acknowledge and agree that the Agreement, as amended hereby, is in full force and effect and is hereby ratified and confirmed.

6. This Amendment may be executed in as many counterparts as may be required and all counterparts shall collectively constitute a single instrument. An

executed copy of this Amendment delivered by facsimile shall have the effect of an original executed instrument.

EXECUTED as of the date first set out above.

“Contracting Party”

ATTEST:

CITY OF BROKEN ARROW, OKLAHOMA

City Clerk

By _____
Name _____
Title _____

APPROVED AS TO FORM:

Assistant City Attorney

“Authority”

**TULSA COUNTY INDUSTRIAL
AUTHORITY**

By _____
Name _____
Title _____

“Board”

**BOARD OF COUNTY
COMMISSIONERS OF TULSA
COUNTY, OKLAHOMA**

By _____
Name _____
Title _____