

County Request No. 1118

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 12/12/2024 Department: Facilities Management

State the nature of the legal request: _____

Please review lease agreement amendment allowing continued occupancy of space in leadership tower.

4th Floor + 7th Floor Extension thru 2026
using APPA \$

[Signature]
Signature

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 12/12/24

[Signature]
Assistant District Attorney

RECEIVED
DEC 12 2024
CIVIL DIVISION
DISTRICT ATTORNEY

SECOND AMENDMENT

This Second Amendment (the "Amendment") is made and entered into as of the 9th day of December, 2024, by and between Leadership Sq. Realty Investors, LLC, an Oklahoma limited liability company ("Landlord"), and Oklahoma board of county commissioners ("Tenant").

WITNESSETH

A. **WHEREAS**, Landlord and Tenant are parties to that certain lease dated the 16th day of October, 2023 currently containing approximately 24,437 rentable square feet of space described as Suite No. 700 on the seventh floor ("Premises") of the north building commonly known as One Leadership Square and the address of which is 211 North Robinson Avenue, Oklahoma City, Oklahoma (the "Building"), which lease has been previously amended or assigned by instrument dated August 2nd, 2024 (collectively, the "Lease"); and

B. **WHEREAS**, the Lease by its terms shall expire on June 30th, 2025 ("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 Lease Term is hereby extended eighteen (18) months from the Prior Termination Date to December 31st, 2026 ("Extended Termination Date"), unless sooner terminated in accordance with the terms of the Lease. That portion of the Lease 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. **Base Rent.** As of the Extension Date, Tenant shall pay Landlord Base Rent with respect to the Premises for the Extended Term in eighteen (18) equal installments of \$36,655.50 each payable on or before the first day of each month during the period beginning July 1st, 2025 and ending December 31st, 2026. All such Base Rent shall be payable by Tenant in accordance with the terms of Section 5 of the Lease.

III. **Renewal Options.** As part of this Extended Term, Tenant exercised its Renewal Option granted in Exhibit E. of the Initial Lease as modified in Section IV. of the First Amendment and Tenant shall have no further options to renew.

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 Base 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. Tenant agrees to indemnify and hold Landlord and the Landlord Parties harmless from all claims of any brokers claiming to have represented Tenant in connection with this Amendment.

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.

I. Confidentiality Clause: Tenant agrees that the terms and conditions of this Amendment shall be confidential and shall not be disclosed to third parties except to the extent reasonably necessary for business purposes or as may be required by court of competent jurisdiction.

Signatures on following page

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

LANDLORD: Leadership Sq. Realty Investors, LLC, an Oklahoma limited liability company

By: LSQ Manager, Inc., Manager

By:  _____
Name: Mark L. Belfort
Title: Vice-President

TENANT: Oklahoma board of county commissioners

By: _____
Name: _____
Title: _____

Bill To

Requisition 12504100-00 FY 2025

Acct No:
1415-00-373-309-000-000-54102 -AR033
Review:
Buyer: 6065bbmirfry
Status: Released

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Vendor
LEADERSHIP SQUARE REALTY INVESTORS LLC
204 N ROBINSON AVE SUITE 700

Ship To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

OKLAHOMA CITY, OK 73102

Deliver To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/11/24	1004697				Construction Projects

LN	Description / Account	Qty	Unit Price	Net Price
001	BLANKET AR033 Court Clerk Social Distancing Extended Lease for DA, 7th Floor N. Tower 18 months 7/1/2025 - 12/31/2026 Monthly rate \$36,655.50	659799.00 EACH	1.00000	659799.00
1	1415-00-373-309-000-000-54102 -AR033 E AR033 -ARPA -RENT -			659799.00

Ship To
OKLAHOMA COUNTY COMMISSIONERS
320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

Deliver To
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320 ROBERT S KERR
ROOM 101
OKLAHOMA CITY, OK 73102

Requisition Link

Requisition Total 659799.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E AR033 -ARPA -RENT -	659799.00	-607444.59

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
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Requisition 12504100-00 FY 2025

Acct No:
1415-00-373-309-000-000-54102 -AR033
Review:
Buyer: 6065bbmirfry
Status: Released

Page 2

Vendor
LEADERSHIP SQUARE REALTY INVESTORS LLC
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/11/24	004697				Construction Projects

Account	Amount	Remaining Budget
1415-00-373-309-000-000-54102 -AR033	659799.00	254553.91

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	12/11/24	Miranda Fryer	Auto approved by orig/apprvr:
Approved	12/11/24	Albert Rodriguez	Auto approved by: 6065ccshemcg
Approved	12/11/24	Deborah McDonald	Auto approved by: 6065ccshemcg
Approved	12/11/24	Maria Pinley	Auto approved by: 6065ccshemcg
Approved	12/11/24	Sheena McGrady	
Approved	12/11/24	Chantel Boso	Auto approved by: 6065ccshemcg
Queued	12/11/24	Chantel Boso	waiting on BOCC approval
Queued	12/11/24	Ashley Franklin	waiting on BOCC approval
Queued	12/11/24	Ashley McMichael	waiting on BOCC approval
Queued	12/11/24	Lauren Adkison	waiting on BOCC approval
Queued	12/11/24	Long Tran	waiting on BOCC approval