

**THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT –
MAYFIELD, LLC – MAYFIELD PROJECT**

THIS SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT is made and entered into by and between the Tulsa Development Authority (“TDA”), a public body corporate, having its principal office at 1216 N. Lansing Avenue, Suite D, Tulsa, Oklahoma 74106, and **MAYFIELD, LLC** (hereinafter called “Developer”), whose mailing address is: 209 N. Main, Tulsa, OK 74103, effective from the date of execution hereafter shown constitutes the Third Amendment to that certain Redevelopment Agreement (the “Agreement”) between TDA and Developer effective October 11, 2016.

WITNESSETH:

WHEREAS, heretofore the TDA and MAYFIELD, LLC did on or about the 11th day of October, 2016, enter into a Redevelopment Agreement (the “Agreement”) for the redevelopment and rehabilitation of that certain building and real property more particularly known as the L.A. King Building Project (the “Project”); which Agreement was approved by the TDA Board of Commissioners on August 4, 2016 (Resolution No. 6258 and 6258-A); and,

WHEREAS, the Agreement has been previously amended by a First Amendment to Redevelopment Agreement dated April 5, 2018, to extend the time under Section 3 for completion of the initial design and planning phase of the Project for and additional one year from December 31, 2018 to December 31, 2019, and to extend the date for commencement of construction from July 1, 2019 to July 1, 2020; and

WHEREAS, the Agreement has been previously amended by a Second Amendment to Redevelopment Agreement dated March 7, 2019, to extend the time under Section 3 to extend the date for commencement of construction from July 1, 2020 to January 1, 2021; and

WHEREAS, MAYFIELD, LLC has requested that the TDA Board of Commissioners approve a Third Amendment to said Agreement to provide for the construction specifications and requirements of a project that is different (the “Amended Project”) from the original Project as set forth in the Agreement, to change the location and legal description of the property to be used for the construction of the Amended Project as said real property is more particularly described on Exhibit “A” attached hereto (the “Amended Property”); to further extend the times for commencement and completion of construction and to make effective additional amendments to the terms and conditions of the Agreement, as previously amended, to enable Purchaser to properly complete the Amended Project and redevelopment of the Amended Property; and

WHEREAS, the Board of Commissioners of TDA, having duly considered the facts and circumstances has determined that a Third Amendment of the Agreement should be approved as requested by MAYFIELD, LLC;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do hereby agree as follows:

1. The TDA and Purchaser do hereby agree approve a Third Amendment to said Agreement, as previously amended to provide as follows;
 - a. To amend the legal description set forth on Exhibit A by striking the existing legal description of the Property in its entirety and replacing it with the legal description of the Amended Property set forth on the new Exhibit A attached hereto.
 - b. To further amend the Agreement, as previously amended, by amendment of the Mortgage shown as Exhibit C to the Agreement with the addition of the First Amendment to Mortgage attached hereto.
 - c. To amend Section 1 (Definitions) of the Agreement to add a definition (G.1) of the “Amended Property” as being that real property described on Exhibit A to this Third Amendment to Redevelopment Agreement.

- d. To amend Section 1 (Definitions) of the Agreement to add a definition (H.1) for the “Amended Project” to mean the design, construction and operation of commercial mixed use structures and facilities consisting of a 24,000 s/f outdoor cinema/theater, a 26,000 s/f, a 6 to 8 screen indoor cinema and 6,000 s/f for restaurant/bar uses; for a total of 56, 000 square feet of construction on the Amended Property.
- e. To amend Section 2.A. (Construction Plans) to delete the last sentence thereof and replace it with the following: The construction documents and plans for the Amended Project shall be generally consistent with the design and use concepts presented by the Developer to the TDA Board of Commissioners at its December 19, 2019 Special Board Meeting.
- f. To amend Section 2.B. (Construction Plans) by deleting said Section 2.B. in its entirety and replacing it with the following:
 - B. This Agreement requires the design, construction and operation by the Developer of a commercial mixed use structure(s) encompassing not less than 56,000 sq/ft, for the development of the Amended Property for Developer’s mixed use Amended Project consisting of a 24,000 s/f outdoor cinema/theater, a 26,000 s/f 6 to 8 screen indoor cinema and 6,000 s/f for restaurant/bar uses generally consistent with the design and use concepts presented by the Developer to the TDA Board of Commissioners at its December 19, 2019 Special Board Meeting.
- g. To amend Section 2.C. (Construction Plans) to substitute the words “Amended Project” for “Project” and substitute the words “Amended Property” for “Property”.
- h. To amend Section 3 (Schedule of Redevelopment) to substitute the words “Amended Project” for “Project” and to further amend said Section 3 to provide that the initial design and planning phase shall be completed on or before December 31, 2020 and that construction of the Amended Project shall be commenced by July 1, 2021.