

**FIRST AMENDMENT  
TO OPTION FOR THE SALE AND PURCHASE OF REAL ESTATE**

This First Amendment to Option for the Sale and Purchase of Real Estate (“Amendment”) is effective as of January 26, 2023 (“Effective Date”) by and between **The Clinton Industrial Authority**, an Oklahoma Municipal Trust, whose address is P.O. Box 1177, Clinton, OK 73601 (“Seller”) and **Public Service Company of Oklahoma**, an Oklahoma corporation, whose address is 1 Riverside Plaza, Columbus, Ohio 43215 (“Buyer”).

WITNESSETH:

WHEREAS, Buyer and Seller entered into an Option for the Sale and Purchase of Real Estate last executed January 26, 2022 (the “Purchase Agreement”); and

WHEREAS, Buyer and Seller have agreed to extend the Option Term under the Purchase Agreement to expire on July 26, 2023.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained and each act performed hereunder by the parties, Buyer and Seller agree to the following:

1. Recitals. The above recitals are incorporated into this Amendment as if fully set forth herein.
2. Duration of Option. Buyer and Seller hereby agree to extend the Option Term for an period to expire on July 26, 2023.
3. Incorporation. This Amendment shall be incorporated into and made a part of the Purchase Agreement, and all other provisions of the Purchase Agreement not expressly modified or amended hereby shall remain in full force and effect. Any capitalized terms not defined herein shall have the meaning given to them in the Purchase Agreement.
4. Governing Law; Execution. This Amendment shall be governed by the laws of the state where the Premises is located.
5. Authority; Execution. The parties herein warrant to each other that they have full capacity, power and authority to enter into and perform this Amendment according to its terms. This Amendment may be executed in counterparts, each of which when taken together shall constitute one and the same instrument. The signature of any party transmitted by facsimile, pdf or other electronic means will be deemed to be an original signature for all purposes.

IN WITNESS WHEREOF, the parties have executed this Amendment by their authorized representatives, to be effective as of the Effective Date.

**SELLER:**

**The Clinton Industrial Authority, an Oklahoma  
Municipal Trust**

By: \_\_\_\_\_  
David Berrong  
Chairman

Date: \_\_\_\_\_

**BUYER:**

**Public Service Company of Oklahoma, an Oklahoma  
corporation**

By: \_\_\_\_\_  
P. Todd Ireland  
Manager, Real Estate Asset Management  
American Electric Power Service Corporation  
Attorney in Fact

Date: \_\_\_\_\_

## Robert Johnston

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**From:** Ryan Meacham <ryan@meachamlaw-ok.com>  
**Sent:** Wednesday, February 1, 2023 8:18 AM  
**To:** Robert Johnston  
**Subject:** RE: CIDA/PSO - Option

Robert:

I gave this a read and it looks fine.

### Ryan A. Meacham, P.C.

807 Frisco Ave  
Clinton, OK 73601

Phone: 580/323-4370

Fax: 580/323-4968



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**From:** Stephen M Heskamp <smheskamp@aep.com>  
**Sent:** Tuesday, January 31, 2023 2:05 PM  
**To:** Robert Johnston <Robert.Johnston@clintonok.gov>  
**Cc:** Ryan Meacham <ryan@meachamlaw-ok.com>  
**Subject:** RE: CIDA/PSO - Option

Good afternoon Robert,

I've attached the Amendment for the Option. We are just needing to extend it 6 months.

Thanks!



**STEPHEN M HESKAMP | REAL ESTATE AGENT**  
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