AMENDMENT TO
Memorandum of Understanding

This Addendum to the Memorandum of Understanding (“Addendum”) is made to that certain Memorandum of Understanding (this “MOU”) dated December 23, 2013 by and between Macy’s Corporate Services, Inc. (“Company”), and the Tulsa County Board of County Commissioners (the “County”).

Section 5 is hereby replaced in its entirety as follows:

As a material inducement for, and as an additional condition to, the Company proceeding with the Project as described in the December 23, 2013 MOU, the County has agreed to construct a truck entrance on the west side of the Project, acceleration and deceleration lanes and signalization improvements along 76th Street on the north side of the Project, and related work to complete the roadway projects contemplated for the Project (the “Roadway Work”). Funds for this Roadway Work will be provided by the Oklahoma Department of Transportation (“ODOT”) and Cherokee Nation Businesses, LLC (“CNB”). The County has also agreed to promptly apply for a grant from the Economic Development Administration (“EDA”) to complete the roadway projects contemplated for the Project utilizing ODOT and CNB funds for matching purposes as may be required. To the extent such Roadway Work costs are not otherwise paid for by these funding sources, the County agrees to seek any remaining required funds from the Tulsa County Vision Authority. The County has also agreed to dedicate into its road system an access road on the east side of the Project to be constructed by Owasso Land Trust (the “Access Road”). Any excess funds from ODOT, EDA or CNB that remain after paying the cost of the Roadway Work will be utilized toward the cost of the Access Road to the extent allowed by law. The remaining cost of the Access Road will be borne by Owasso Land Trust. In no event will the Company be responsible for paying any of the costs of the Roadway Work or the Access Road. The County agrees to coordinate with all other relevant governmental agencies and with Owasso Land Trust to complete the Roadway Work and dedication of the Access Road no later than March 31, 2015.
Section 6 of the Agreement is replaced in its entirety as follows:

As a material inducement for, and as an additional condition to, the Company proceeding with the Project as described in the December 23, 2013 MOU, the County agrees that the following permits and fees will be the only permits and fees that the Company will be required to pay to the County with respect to the Project, and such permits and fees are based on the Company’s representations as shown below:

<table>
<thead>
<tr>
<th>Permitting Fees</th>
<th>Category</th>
<th>Cost</th>
<th>Based on</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Permit</td>
<td>$184,354.00</td>
<td>$92 million project</td>
<td></td>
</tr>
<tr>
<td>Earth Moving Permit</td>
<td>$175.00</td>
<td>Flat fee</td>
<td></td>
</tr>
<tr>
<td>Electrical Inspection</td>
<td>$9,765.00</td>
<td>1,311,726 sq. ft.</td>
<td></td>
</tr>
<tr>
<td>Mechanical Inspection</td>
<td>$9,765.00</td>
<td>1,311,726 sq. ft.</td>
<td></td>
</tr>
<tr>
<td>Plumbing Inspection</td>
<td>$9,765.00</td>
<td>1,311,726 sq. ft.</td>
<td></td>
</tr>
</tbody>
</table>

The Company and the County acknowledge that, notwithstanding the foregoing, there are certain fire plan reviews and permits associated with the fire alarm and fire suppression systems of the Project (the “Fire Fees”). Additionally, there are certain impact fees associated with the water and sewer connections for the Project (the “Impact Fees”). The Company and the County acknowledge that the Fire Fees and Impact Fees are administered and imposed solely by the Cities of Owasso and Tulsa, respectively (the “Cities”), and are in addition to the other fees referenced in this Section 6. The Fire Fees and Impact Fees will be addressed in separate agreements between the Company and each of the Cities.

In all other respects, the December 23, 2013 MOU shall remain in full force and effect.

[Remainder of page intentionally blank; signatures follow on next page.]
TULSA COUNTY BOARD OF COUNTY COMMISSIONERS

By: __________________________
Name: _______________________
Title: _________________________
Date: _________________________

MACY’S CORPORATE SERVICES, INC.

By: __________________________
Name: _______________________
Title: _________________________
Date: _________________________