

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE (“Fifth Amendment”) is entered into this 26 day of July, 2023, by and between the Trustees of the Oklahoma City Zoological Trust, an Oklahoma public trust (“Lessor”), and Global Gaming RP, LLC, an Oklahoma limited liability company (“Lessee”).

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement dated June 13, 1986 (as amended and assigned, “Lease”), by and between Lessor and Remington Park, Inc. (“RPI”), which Lease was filed February 17, 1987, and recorded in Book 5589, Page 253 of the Oklahoma County Clerk’s records, as amended by that certain Amendment of Lease Agreement dated January 7, 1987, by and between Lessor and Oklahoma Racing Associates (“ORA”), which Amendment was filed February 17, 1987 and recorded in Book 5589, Page 317 of the Oklahoma County Clerk’s records, as assigned to RPI by that certain Assignment of Lease by ORA and RPI, which Assignment was filed on January 25, 1991, and recorded in Book 6134, Page 1963 of the Oklahoma County Lease dated May 24, 2002, by and between Lessor and RPI, filed on June 5, 2002, and recorded in Book 8458, Page 397, of the Oklahoma County Clerk’s records, as further amended by that certain Second Amendment of Lease Agreement dated July 20, 2005, by and between Lessor and RPI, which Second Amendment was filed on November 23, 2005, and recorded in book 9932, Page 622 of the Oklahoma County Clerk’s records, as assigned to Lessee by that certain Assignment and Assumption of Lease dated January 1, 2010, between RPI and Lessee filed on January 21, 2010, and recorded in Book 11288, Page 137, of the Oklahoma County Clerk’s records, as further amended by that certain Amendment to Lease dated February 18, 2010, by and between Lessor and Lessee, which Amendment was filed on April 7, 2010, and recorded in Book 11607, Page 197 of the Oklahoma County Clerk’s records, and as further amended by that certain Fourth Amendment to Lease dated March 27, 2013, by and between Lessor and Lessee;

WHEREAS, Section 2.2 of the Lease provides that the Initial Term expires on December 31, 2023, whereupon Lessor is required to renew the Lease for an additional ten (10) year term, provided Lessee shall be licensed under Oklahoma law to conduct pari-mutuel racetrack operations;

WHEREAS, Lessee has continuously held a license under Oklahoma law to conduct pari-mutuel racetrack operations at the Leased Property since Lessee’s acquisition of the Race Track on January 1, 2011;

WHEREAS, Lessor and Lessee desire to renew the Lease for an additional ten (10) year term beginning January 1, 2024, and ending December 31, 2033.

NOW, THEREFORE, in consideration of the premises and the mutual covenants between the parties, the Lessor and Lessee hereby agree and amend the Lease as follows:

1. The first paragraph of Section 2.2 of the Lease is hereby amended and restated as follows:

“2.2 Initial Term. The Initial Term of this Agreement shall commence upon the expiration of the Preliminary Term and, unless sooner terminated per the

terms of this Agreement, terminate on December 31, 2033. At the expiration of the Initial Term of this Agreement, and again at the close of each of the first two (2), ten (10) year renewal periods, and provided Lessee shall then be licensed under Oklahoma law to conduct pari-mutuel racetrack operations, Lessor shall have the obligation to renew the same for an additional ten (10) year period upon the same terms, conditions and rental rates as set forth herein; provided further, prior to the commencement of each respective renewal term, Lessor shall give prior written notice of its intention to renew not less than one (1) year prior to the expiration of that particular term. If Lessor does not give such a notice to so renew this Agreement, Lessor must purchase all improvements on the Leased Property from Lessee (including any improvements owned by sublessees) according to the procedure and in the amount as set forth in Article 21 (Discretionary Termination by Lessor), as if Lessor then and there exercised the discretionary termination provisions set forth in Article 21. This renewal or purchase obligation shall survive the expiration of termination of this Agreement.”

2. Each defined term used but not otherwise defined in this Fifth Amendment shall have the meaning assigned to it in the Lease. In the event of any conflict between this Fifth Amendment and the Lease, this Fifth Amendment shall control. As amended hereby, the Lease is ratified and confirmed and shall remain in full force and effect in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

This signature page is attached to that certain Fifth Amendment to Lease as of the date and year first above written.

“LESSOR”

OKLAHOMA CITY ZOOLOGICAL TRUST,
an Oklahoma public trust

By: Vicki Howard
Name: Vicki Howard
Title: Chairperson

“LESSEE”

GLOBAL GAMING RP, LLC,
an Oklahoma limited liability company

By: Skip Seely
Name: Skip Seely
Title: President/CEO

APPROVED by the Council and **SIGNED** by the Mayor of The City of Oklahoma City this 15th day of August, 2023.

ATTEST: (Seal)

THE CITY OF OKLAHOMA CITY,
a municipal corporation

Amy K. Simpson City Clerk
Did Holt Mayor



REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

