

**AMENDMENT TO LEASE AND FACILITY
OCCUPANCY AGREEMENT BETWEEN
THE OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY,
ASM GLOBAL NORTH AMERICA, AND PRAIRIE SURF MEDIA**

THIS AMENDMENT is made and entered into this 4TH day of JUNE 2024, by and between The Oklahoma City Public Property Authority ("OCPPA"), an Oklahoma public trust, ASM Global North America, and Prairie Surf Media, LLC ("PSM"), herein after also referred to as the "Parties".

WHEREAS, the Lease and Facility Occupancy Agreement (the "Agreement") between the Parties was executed on December 8, 2020; capitalized terms used but not otherwise defined in this Amendment shall have the meaning given such terms in the Agreement; and

WHEREAS, since that time the Parties have worked together to help foster the development of the film industry in Oklahoma, while also benefiting the City by putting the former Cox Business Services Center in downtown Oklahoma City ("Premises") to productive use; and

WHEREAS, in December of 2023, the OCPPA provided notice to PSM that the OCPPA did not intend to extend the term of the Agreement beyond December 2025; and

WHEREAS, the City has selected the Premises to be the location of the new arena, in order to expedite the construction of the new arena, starting site preparations as soon as possible is necessary; and

WHEREAS, PSM has agreed to vacate the Premises by December 31, 2024, and to the termination of the Agreement on that date; and

WHEREAS, in exchange for PSM agreeing to vacate the Premises by and to terminate the Agreement on December 31, 2024, the OCPPA will agree to waive PSM rent (including Rent, Base Rent, Additional Rent, and any other rent), utility costs (including electric, gas, sewer and water), and security payments (including payments pursuant to Section 5.3 of the Agreement) paid by PSM since January 1, 2024 through the end of the term of the Agreement.

NOW THEREFORE, for the considerations hereinafter written, the Parties agree as follows:

A. Section 2 is hereby amended by adding the following to the end of Section 2:

Notwithstanding anything in the Agreement to the contrary, the Parties agree that the Agreement shall terminate on, that the Expiration Date shall be, and that PSM shall vacate the Premises by, December 31, 2024.

B. Section 4.3 is added to read as follows:

4.3 Waiver of Rent. In exchange for PSM's agreement to vacate the Premises by and to terminate the Agreement on December 31, 2024, the OCPPA hereby agrees to waive any and all rent (including Rent, Base Rent, Additional Rent, and any other rent) payments from a period beginning January 1, 2024 through December 31, 2024 (approximately \$18,750 per month, for a total of \$225,000).

C. Section 5.4 is added to read as follows:

5.4 Payment of Utilities and Security Fees. In exchange for PSM's agreement to vacate the Premises by and to terminate the Agreement on December 31, 2024, the OCPPA hereby agrees to waive any and all utility costs (including electric, gas, sewer and water,) and security payments from a period beginning January 1, 2024 through December 31, 2024 (approximately \$37,500 per month, for a total of \$450,000).

D. Section 7.3 is added to read as follows:

7.3 Removal of PSM Fixtures. In exchange for PSM's agreement to vacate the Premises by and to terminate the Agreement on December 31, 2024, the OCPPA hereby agrees that, notwithstanding anything in the Agreement to the contrary, all fixtures, equipment, improvements, and appurtenances attached to or built into the Leased Premises, or subsequently installed pursuant to any other provisions of the Agreement, whether by ASM Global or PSM, may be removed by and shall at such time become the property of PSM.

E. Section 16.5 is added to read as follows:

16.5 Cancellation of Insurance. In exchange for PSM's agreement to vacate the Premises by and to terminate the Agreement on December 31, 2024, the OCPPA hereby agrees that PSM may cancel, effective on or after December 31, 2024, the policy or policies of insurance required by the Agreement, and PSM shall not be required to renew such policy or policies of insurance beyond such date. Effective December 31, 2024, OCPPA hereby waives and releases PSM from all obligations for the maintenance of the policy or policies of insurance required by the Agreement and to notify OCPPA of cancellation of such policy or policies of insurance.

F. Section 22.3 is added to read as follows:

22.3 Surrender of Leased Premises. Notwithstanding anything in the Agreement to the contrary, upon expiration of the Agreement, PSM shall have no obligation to clean, repair, restore, improve, or remove property from the Leased Premises, and PSM shall surrender the Leased Premises in its then current condition, as is where is, without any additional liability to OCPPA or any other person.

G. Section 29.2 is amended in part to read as follows:

Notice to PSM:

Prairie Surf Media, LLC
c/o Matthew K. Brown
McAfee & Taft A Professional Corporation
Two Leadership Square, 211 N. Robinson
Oklahoma City, Oklahoma 73102

H. Section 29.14 is added to read as follows:

29.14 Mutual Release. Except for the right to enforce the terms of this Amendment, including but not limited to the right to receive the reimbursements contemplated by this

Amendment, effective December 31, 2024, each Party, on behalf of itself, its affiliates, and their respective successors and assigns (each, a "Releasing Party"), hereby releases and forever discharges the other Party and its affiliates and their respective owners, directors, managers, officers, employees, representatives, agents, successors and assigns (each, a "Released Party"), from any and all claims, liabilities, demands and causes of action, known or unknown, fixed or contingent, that such Releasing Party had, has, may have against each Released Party relating to or arising from, directly or indirectly, the Agreement.

All other terms and conditions of the Agreement originally dated December 8, 2020, shall remain unchanged and in full force and effect to the extent allowed by Oklahoma law.

In Witness Whereof, this Amendment has been duly approved and executed by the Parties to be effective on JUNE 4, 2024.

ATTEST:

Amy K Simpson
Secretary



David Holt
CHAIRMAN

REVIEWED as to form and legality.

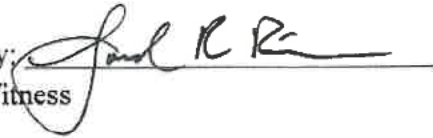
James K. McElroy
Deputy Municipal Counselor

ASM GLOBAL NORTH AMERICA

ATTEST:

By:

Witness



By:

CHIEF EXECUTIVE

OFFICER and AUTHORIZED AGENT



By: Matt Payne
Matt Payne, Manager and CEO

A circular notary seal for Christopher Turner, a Notary Public in the State of Oklahoma. The seal contains the text: "CHRISTOPHER TURNER", "NOTARY PUBLIC", "Commission # 21015287", "My Commission Expires 11-23-2025", and "STATE OF OKLAHOMA".