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LEASE AGREEMENT

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THIS LEASE AGREEMENT dated as of November 1, 1961, but actually made and entered into this 2nd day of November 1961, by and between The City of Oklahoma City, a municipal corporation (hereinafter referred to as City), as Lessor, and Trustees of the Oklahoma City Public Property Authority (hereinafter referred to as Trustees) as Lessee:

WITNESSETH:

That the above mentioned Authority is a public trust created and existing as a result of a Trust Indenture entered into under the authority of Title 60, Oklahoma Statutes 1951, Sections 176 to 180, as amended, and of the Oklahoma Trust Act (hereinafter referred to as the "Trust Indenture" and the hereinafter described property is to be held and administered by the Trustees of said Oklahoma City Public Property Authority, as Lessee, and said described leased property is to be held, and the covenants, agreements, provisions and conditions hereinafter set out are to be performed, and the rights and privileges of the Trust may be exercised by the said individuals as such Trustees for the use and benefit of the City.

ARTICLE I
Property Leased

The City, for and in consideration of the covenants, agreements, provisions and conditions hereinafter set out on the part of the Trustees to be kept, observed and performed, does by these presents demise, lease and let unto the Trustees the following described property, real or personal or both, owned by or under the control of the City, as follows:

- (1) All of the presently existing City's right, title and interest in and to The Fairgrounds property of the City including but not limited to the presently existing buildings, improvements and appurtenances appertaining thereto presently belonging to the City, or under its custody, management or control, located within the corporate limits of the City, together with the rights-of-way, real estate and interests therein, licenses, easements and other rights and privileges appertaining or related thereto;
- (2) All interest of the City in and to all unexpired agreements leases and contracts heretofore or hereafter executed by the City pertaining to use of any part of said Fairgrounds properties, including revenue and income to be

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Received therefrom and retained by the City.

(3) All interest of the City in and to proceeds, fees, charges, revenues, income, rents, receipts, issues, and benefits from the use of said Fairgrounds properties, of the City.

(4) All interest of the City in and to property, real, personal or mixed, together with all rights and privileges, appertaining or related thereto which hereafter may be acquired by or in the name of the City for use in connection with Fairgrounds properties; it being the intention of this paragraph that any of the foregoing, including income therefrom, immediately upon its acquisition shall be a part of the property demised and leased hereunder.

(5) All proceeds, fees, charges, revenues, income, rents, receipts, issues and benefits from the use or rental of the area described in Exhibit "A" hereto attached and made a part of this Lease Agreement, and including the stadium thereon.

(6) All proceeds, fees, charges, revenue, income, receipts, issues and benefits to be received by City under its Agreement dated April 15,
1957 and Supplemental Agreement dated October 19, 1961
with The Oklahoma State Fair and Exposition.

Provided however that The Oklahoma State Fair and Exposition shall have the right to use during the period of time known as Fair Week, the said area and stadium referred to in the foregoing paragraph numbered (5) in the event not needed for baseball games on such days by Oklahoma City Baseball Club. In event of such use by The Oklahoma State Fair and Exposition, during fair week income and revenue to be received by the City by virtue of such use are included as income and revenue under this Agreement for the benefit of The Trustees hereunder.

The real and personal property described above, together with all properties and assets constructed or acquired by the Trustees pursuant to the provisions of this Lease Agreement are sometimes hereinafter referred to collectively as the "Trust Estate".

ARTICLE II
Term and Purpose of Lease

TO HAVE AND TO HOLD THE SAME TO THE TRUSTEES for a term of thirty (30) years from the 2nd day of November, 1961, to the 1st day of November, 1991, or to such date as all indebtedness incurred by the Trustees pursuant to a Bond Indenture, a copy of which is attached hereto and marked "Exhibit B", has been paid or provision for the payment thereof has been duly made, whichever is later. The leased property is demised to the Trustees for the purpose of enabling the Trustees to assist the City in the execution and performance of the public functions of the City in respect of operating Fairground properties and facilities at all times during the term of this Lease Agreement.

ARTICLE III
Rent

In addition to the covenants and agreements as hereinafter set out and the advance payment of \$100.00 paid by Trustees to City as rent for term of lease, the Trustees agree that all of the surplus revenue, of the trust derived from the operation of the Trust Estate shall be paid to City to be used, first, to pay therefrom costs of operation, and maintaining the Trust Estate, and making necessary improvements and extensions and renewals and replacements thereto, and second, the balance as additional rental to be used by City for any lawful purpose. The term "surplus revenue" shall mean all revenue, of the Trust Estate remaining after the bank named as corporate trustee in the bond indenture attached hereto as Exhibit B (hereinafter called bank) has reserved therefrom the sums necessary to meet annual principal, interest and **reserve** requirements on all trustees' bonds hereafter issued, including bank fees and bank expenses and after paying any Trustees' compensation and Trustees' expenses.

ARTICLE IV

Section 1. The Trustees' hereby covenant and agree with the City as follows:

- (1) That they will operate and maintain, or cause to be operated and maintained, the Trust Estate in a good and efficient manner.
- (2) That they will comply with all valid acts, rules, regulations and directions of any legislative, executive or administrative body or officer having jurisdiction applicable to any or all of said property, including the operation and maintenance thereof.

(3) (a) That they ~~may~~, on behalf of the Trustees and the City, employ an independent Engineer, Architect-engineer or Architect-engineering firm (who, in either case, shall be a registered professional Engineer, Architect-engineer or Architect-engineering firm) to be appointed by the Trustees upon the conditions specified in the Bond Indenture. (b) That they ~~may~~ employ such architectural and engineering firm or firms as the Trustees deem necessary to prepare such preliminary and detailed studies, plans, specifications, cost estimates as are required in the opinion of the Trustees in connection with the acquisition and construction of any improvement or addition to or betterment of the properties of the Trust Estate.

(4) That they will prepare and file with the City Clerk not later than October 1st of each year a report setting forth all pertinent facts relating to the operation of the Trust Estate during the preceding fiscal year and making recommendations as to suggested repairs, renewals, replacements, improvements and extensions to the Trust Estate and as to the amount to be expended during the subsequent fiscal year for proper, efficient and economical operation and maintenance; and set out the estimated income for the current fiscal year.

(5) That they will do all things necessary and proper to perform the purposes of the Trust within the scope of the powers and duties set forth in the Trust Indenture and within the scope of the Bond Indenture securing the payment of the bonds issued by the Trustees, including the payment of principal, interest and the accumulation of reserve requirements for said bonds as provided in the Bond Indenture.

(6) That they will not mortgage or permit to be mortgaged the title of the City to any part of the Trust Estate or any property substituted therefor, or in any manner permit any part of the Trust Estate (except the proceeds, fees, charges, revenues, income, rents, receipts, issues, and benefits from the use thereof) to be charged with the payment of any obligation of the Trust. The provisions set out in this paragraph (6) of this Section 1 shall not prevent the transfer of possession or control of Trust Estate or any part thereof to temporary trustees or receiver for operation thereof in accordance with the provisions of any indenture securing the payment of bonds issued by the Trustees.

(7) That they will not allow any part of the Trust Estate to be subjected to any mechanics' ^{or} materialmen's liens.

(8) That they will pay to City at least monthly the surplus revenue as defined in Article III of this Lease Agreement.

(9) That they will fix a uniform and non-discriminatory rate or rates, fees, costs and rentals, and charge and collect same through officers of City, for the services supplied by and the use of the facilities of the Trust Estate which rates, fees, costs and rentals shall at all times be at least adequate to provide revenues sufficient in amount to assure that there will be enough revenues to meet interest, principal and reserve requirements on the bonds issued by the Trustees pursuant to the Bond Indenture, and Bank fees and any compensation payable to Trustees and Bank and Trustees' expenses, in the manner and amount set out in the Bond Indenture securing the payment of the said bonds, and all operation, maintenance, renewal and replacement expenses, and providing adequate reserves for all of said purposes.

(10) That they will require each and every user of the facilities of the Trust Estate to pay the rates, fees and charges in accordance with the uniform rates, fees and charges fixed by the Trustees.

(11) That they will keep proper books of account in which complete and correct entries shall be made of all transactions relating to their duties, and the allocation and application of the revenues received pursuant to this Lease Agreement and the Bond Indenture, and will furnish to the City the income and disbursements statements provided for in any bond indenture.

(12) That they will not assign this lease or any part thereof, provided, however, that any change of trustees of the Trust, or the taking of possession or control of leased properties for operation thereof in accordance with the provisions of any bond indenture securing the payment of bonds issued by the Trustees, including the Bond Indenture, shall not be considered as an assignment prohibited by the provisions hereof.

(13) That they will issue and sell bonds of the Trustees in such amounts and for such projects, as may be approved by the governing body of the City from time to time by ordinance or resolution, the proceeds thereof to be used by Trustees for the purpose of (a) paying all expenses incident to issuance of said bonds; and (b) the balance to be deposited in the Bank to be expended by Trustees for the purpose of acquiring, constructing, and equipping

extensions and improvements to and betterments of the Trust Estate. The initial bonds to be issued by the Trustees shall be for the purpose of construction, improving and equipping a stadium seating approximately six thousand (6,000) persons. Such bonds shall be payable from revenues received by the Trustees from the rents, fees, and charges imposed and collected for use of facilities of the Trust Estate. That Trustees will pay or cause to be paid to the Bank at least monthly the sums provided for in the Bond Indenture in order to meet annual principal, interest and reserve requirements of said bonds, and the Bank's fees and the Bank expenses and the Trustee's expenses, and will also pay or cause to be paid to the Bank any additional amount or amounts that may be required to make up any deficiencies in the amounts required by the Bond Indenture to meet the principal, interest and reserve requirements for all bonds issued by the Trustees and to pay the Bank's fees and expenses and Trustees' expenses in accordance with the Bond Indenture.

(14) That the Trustees will adjust the rents, rates, fees and charges for the services supplied by and the use of the facilities of the Trust Estate to reflect uniform changes in such rents, rates, fees and charges requested from time to time by ordinance or resolution of the governing body of the City, provided that such adjustments and changes in such rents, rates, fees and charges do not in any way impair the ability of the Trustees to comply fully with all of the covenants of this Lease Agreement and the Bond Indenture.

Section 2. The City hereby covenants and agrees with the Trustees as follows:

(1) That the City will be bound by and will keep and perform all covenants, acts and things by it to be kept and performed according to the true intent and meaning of the Bond Indenture, the Trust Indenture and this Lease Agreement.

(2) That it will do any and all things required to be done by it under the terms of this Lease Agreement, and that it will cooperate with the Trustees to the end that said Trustees may efficiently operate and maintain the facilities of the Trust Estate and pay all obligations payable from revenues of the Trust Estate including all costs of operating, maintaining, renewing and replacing the facilities of the Trust Estate, in the manner,

at the times and in the amounts set forth in this Lease Agreement and the Bond Indenture.

(3) The City further agrees that it will promptly institute and diligently prosecute appropriate proceedings in eminent domain for the condemnation of lands or interests therein necessary for the construction or acquisition of any improvement or betterment to or extension of the properties of the Trust Estate which has been approved by the governing body of the City, title to all such property to be taken in the name of the City and upon acquisition to become part of the properties leased to Trustees hereunder in the same manner as other properties leased to the Trustees and to be included in the Trust Estate.

(4) That it will hold the Trustees and the Trust harmless for damages due to any injury to person or to property arising by reason of the operation by the Trustees of the Trust Estate during the term of this Lease Agreement or any extension thereof, and that it will carry at the expense of the Trust Estate during the term of this Lease Agreement, or any extension thereof, such insurance (including use and occupancy insurance) as may be required by the Bond Indenture, and to name the Trustees and Bank as joint beneficiaries of all such insurance policies as their interests may appear.

(5) That the City Treasurer of The City of Oklahoma City shall act as Treasurer for the Trustees and the Trust at no cost to the Trust Estate.

(6) The City will, during the term of this Lease Agreement or any extension thereof, appoint and fix the compensation of such employees and agents (where such employees or agents are not provided by the Trustees) as may be required to operate and maintain, for and on behalf of the Trustees, the Trust Estate, and will collect all revenues derived through the ownership and operation of the Trust Estate and the improvements, betterments and extensions constructed thereto by the Trustees, and pay the same at least weekly to the Trustees to be held and disbursed by the Trustees for the purposes and as provided in the Bond Indenture (except that Trustees may contract that certain portion of its income and revenue may be paid direct to bank under Bond Indenture which secures payment of Trustees Bonds) and will apply moneys made available to the City by the Trustees from the aforesaid revenues for the purpose of paying all costs and expenses of operating, maintaining, renewing, replacing, extending and improving the Trust Estate, including all buildings and facilities thereof, to the discharge of obligation incurred for said purposes. The City further agrees, at the request of the

Trustees, to enforce compliance with any agreement or agreements entered into by the Trustees of the City with third parties pertaining to the Trust Estate.

ARTICLE V

Section 1. This Lease Agreement shall automatically terminate when the principal of and interest on all bonds issued by the Trustees under the provisions of the Bond Indenture are paid in full, or provision is made for the payment thereof in accordance with the terms of the Bond Indenture, and all other debts of the Trustees payable from the revenues of the Trust Estate have been paid or adequate provision made for the payment thereof.

Section 2. Bonds issued by the Trustees pursuant to the Bond Indenture shall not constitute an indebtedness of the State of Oklahoma or of the City, nor shall such bonds be the personal obligations of the Trustees but such bonds shall be obligations of the Trustees payable solely from the revenues of the Trust Estate.

Section 3. The parties hereto hereby agree that all facilities of and extensions and improvements, the cost of construction or acquisition of which is, paid for from proceeds of sale of bonds issued by the Trustees under the provisions of the Bond Indenture shall be deemed to be personal property, and title thereof shall be vested in the Trustees until said bonds and all other indebtedness of the Trustees incurred in connection with the Trust Estate have been paid in full. When all of such bonds and indebtedness have been paid in full as aforesaid, title of the Trustees in and to all property of the Trust Estate shall become vested in the City, and in that event the Trustees agree to execute any and all instruments necessary to vest title of the property of the Trust Estate in the City.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 2nd day of November, 1961.



ATTEST:

[Signature]
City Clerk

THE CITY OF OKLAHOMA CITY

BY William C. Fessler
Mayor

OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY

BY William C. Fessler
Chairman

ATTEST:

[Signature]
Secretary

EXHIBIT A

Beginning at a point which is 3,187.35' West and South 00°09'26" East a distance of 525' from the N. E. Corner of Section 36, T12N, R4W, thence South 17°00'00" East a distance of 345' to a point; thence South 12°00'00" East a distance of 723' to a point; thence South 00°09'26" East a distance of 1680' to a point; thence North 72°30'00" West a distance of 748' to a point; thence North 3°03'00" West a distance of 825' to a point; thence North 00°09'26" West a distance of 1342' to a point; thence along a curve to the right, with radius of 420' a distance of 366.66' to a point; thence North 89°50'34" East a distance of 355' to the point of beginning. And Starting at a point which is 3,292.85' west and 50' South of the Northeast Corner of the Northeast Quarter of Section 36, T12N, R4W of the Indian Meridian; thence South 5°15'00" West a distance of 474' to a point; thence West 00" a distance of 18.40' to a point; thence North 5°15'00" East a distance of 474' to a point; thence East 18.40' to the point or place of beginning.

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AMENDED LEASE AGREEMENT

This Amended Lease Agreement is made and entered into this 3 day of April, 1990, by and between The City of Oklahoma City, a municipal corporation ("City"), as lessor, and the Trustees of the Oklahoma City Public Property Authority (OCPPA), as lessee.

WITNESSETH:

WHEREAS, the Oklahoma City Public Property Authority is a public trust created and existing as the result of a Trust Indenture entered into pursuant to the provisions of Title 60, Sections 176 et seq., of the Oklahoma Statutes, as amended, known as the Trusts for the Furtherance of Public Functions Act; and

WHEREAS, pursuant to the Trust Indenture, the OCPPA is empowered to hold and administer leased properties, subject to the rights and privileges of the Trust, for the use and benefit of its beneficiary, The City of Oklahoma City; and

WHEREAS, the City, as lessor, and the OCPPA, as lessee, entered into a Lease Agreement on the 2nd day of November, 1961, by which the hereinafter described property was leased to the OCPPA:

Beginning at a point which is 3,187.35' West and South 00°09'26" East a distance of 525' from the N.E. Corner of Section 36, T12N, R4W, thence South 17°00'00" East a distance of 345' to a point; thence South 12°00'00" East a distance of 723' to a point; thence South 00°09'26" East a distance of 1680' to a point; thence North 72°30'00" West a distance of 748' to a point; thence North 3°03'00" West a distance of 825' to a point; thence North 00°09'26" West a distance of 1342' to a point; thence along a curve to the right, with radius of 420' a distance of 366.66' to a point; thence North 89°50'34" East a distance of 355' to the point of beginning. And starting at a point which is 3,292.85' West and 50' South of the Northeast Corner of the Northeast Quarter of Section 36, T12N, R4W of the Indian Meridian; thence South 5°15'00" West a distance of 474' to a point; thence West 00" a distance of 18.40' to a

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point; thence North 5°15'00" East a distance of 474' to a point;
thence East 18.40' to the point or place of beginning.

WHEREAS, the OCPPA and the City have determined that the term of this Lease should be extended for an additional period of time; and

WHEREAS, the City and the current Trustees of the Oklahoma City Public Property Authority desire to amend and supplement said Lease Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, it is agreed as follows:

ARTICLE I

The Lease Agreement, dated November 1, 1961, and entered into on November 2, 1961, is hereby ratified as amended herein, and said November 2, 1961, Lease Agreement and this _____, 1990, Amended Lease Agreement will continue until _____, 2015.

The City, for and in consideration of the covenants, agreements, provisions and conditions hereinafter set out on the part of the OCPPA to be kept, observed and performed, does by these presents demise, lease and let unto the OCPPA the following:

1. A tract of land in Section Thirty-six (36), Township Twelve (12) North, Range Four (4) West of Indian Meridian, situated in Oklahoma County, State of Oklahoma, more particularly described as follows:

Beginning at a point which is 3,187.35' West and South 00°09'26" East a distance of 525' from the N.E. Corner of Section 36, T12N, R4W, thence South 17°00'00" East a distance of 345' to a point; thence South 12°00'00" East a distance of 723' to a point; thence South 00°09'26" East a distance of 1680' to a point; thence North 72°30'00" West a distance of 748' to a point; thence North 3°03'00" West a distance of 825' to a point; thence North 00°09'26" West a distance of 1342' to a point; thence along a curve to the right, with radius of 420' a distance of 366.66' to

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a point; thence North 89°50'34" East a distance of 355' to the point of beginning. And starting at a point which is 3,292.85' West and 50' South of the Northeast Corner of the Northeast Quarter of Section 36, T12N, R4W of the Indian Meridian; thence South 5°15'00" West a distance of 474' to a point; thence West 00" a distance of 18.40' to a point; thence North 5°15'00" East a distance of 474' to a point; thence East 18.40' to the point or place of beginning. (Commonly known as the Fairgrounds.)

2. All interests of the City in and to all unexpired agreements, leases and contracts executed by the City pertaining to the use of any part of the Fairground properties, including revenue and income to be received therefrom and retained by the City.

3. All interest of the City in and to proceeds, fees, charges, revenues, income, rents, receipts, issues and benefits from the use of said Fairgrounds properties of the City.

4. All interest of the City in and to property, real, personal or mixed, together with all rights and privileges, appertaining or related thereto which hereafter may be acquired by or in the name of the City for use in connection with Fairgrounds properties; it being the intention of this paragraph that any of the foregoing, including income therefrom, immediately upon its acquisition shall be a part of the property demised and leased hereunder. Provided however that the Fairgrounds shall be owned exclusively by The City of Oklahoma City for the use and benefit of the public.

5. All proceeds, fees, charges, revenues, income, rents, receipts, issues and benefits from the use or rental of the Fairgrounds and including the stadium thereon.

6. All proceeds, fees, charges, revenue, income, receipts, issues and benefits to be received by City under its Agreement dated April 15, 1957, and Supplemental Agreements dated October 19, 1961, November 28, 1967, and July 1, 1980, with the State Fair of Oklahoma, Inc. ("State Fair"), as superseded by the Management Agreement of August 3, 1982, and amended by the Supplement to Management Agreement of _____, 1990.

7. All proceeds, fees, charges, revenue, income, receipts and benefits to be received by the City under its Agreement dated the 18th day of October, 1983, as amended by the Supplemental Lease Agreement of 1990, with the Oklahoma City Fairgrounds Trust, pursuant to the terms of the Trust Indenture creating the Oklahoma City Fairgrounds Trust dated the 18th day of October, 1983.

ARTICLE II

TERM AND PURPOSE OF LEASE

TO HAVE AND TO HOLD THE SAME TO THE OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY for a term of twenty-five (25) years from the _____ day of _____, 1990, to the ___ day of _____, 2015.

The leased property is demised to the OCPPA for the purpose of enabling the OCPPA to assist the City in the execution and performance of the public functions of the City in respect to its Trust to operate the Fairground properties and facilities at all times in the interest of the citizens of Oklahoma City.

ARTICLE III

RENT

In addition to the covenants and agreements as hereinafter set out and the advance payment of One Hundred (\$100.00) Dollars paid by OCPPA to City as rent for term of lease, receipt of which is hereby acknowledged, the OCPPA agrees that

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all of the surplus revenue of the trust, derived from the operation of the Fairgrounds, shall be paid to City to be used, first, to pay therefrom costs of operation and maintaining the Fairgrounds and making necessary improvements and extensions and renewals and replacements thereto and, second, the balance as additional rental to be used by City for any lawful purpose. The term "surplus revenue" shall mean all revenue of the Fairgrounds remaining: (1) after Fidelity National Bank (now Bank of Oklahoma, N. A.), named as corporate trustee in the Bond Indenture, dated December 1, 1961, and the Second Supplemental Bond Indenture, which matures December 1, 1990, has reserved therefrom the sums necessary to meet annual principal, interest and reserve requirements on all Trustees' bonds hereafter issued, including bank fees and bank expenses and after paying any Trustees' compensation and Trustees' expenses.

ARTICLE IV

SECTION 1. The OCPPA hereby covenants and agrees with the City as follows:

1. That it will operate and maintain, or cause to be operated and maintained, the Fairgrounds in a good and efficient manner.
2. That it will comply with all valid acts, rules, regulations and directions of any legislative, executive or administrative body or officer having jurisdiction applicable to any or all of said property, including the operation and maintenance thereof.
3. (a) That it may, on behalf of the OCPPA and the City, employ an independent Engineer, Architect-engineer or Architect-engineering firm (who, in either case, shall be a registered professional Engineer, Architect-engineer or Architect-engineering firm) to be appointed by the OCPPA.

(b) That it may employ such architectural and engineering firm or firms as the OCPPA deems necessary to prepare such preliminary and detailed studies, plans, specifications, cost estimates as are required in the opinion of the OCPPA in connection with the acquisition and construction of any improvement or addition to or betterment of the properties of the Fairgrounds.

4. That it will do all things necessary and proper to perform the purposes of the Trust within the scope of the powers and duties set forth in the Trust Indenture and within the scope of any Bond Indenture securing the payment of the bonds issued by OCPPA, including the payment of principal, interest and the accumulation of reserve requirements for said bonds as provided in any Bond Indenture.

5. That it will not mortgage or permit to be mortgaged the title of the City to any part of the Fairgrounds or any property substituted therefor, or in any manner permit any part of the Fairgrounds (except the proceeds, fees, charges, revenues, income, rents, receipts, issues and benefits from the use thereof) to be charged with the payment of any obligation of the Trust. The provisions set out in paragraph 6 of this Section shall not prevent the transfer of possession or control of Fairgrounds or any part thereof to Oklahoma County for a period of sixteen (16) years for the purpose of constructing improvements thereon or to temporary trustees or receiver for operation thereof in accordance with the provisions of any indenture securing the payment of bonds which may be issued by the Trustees.

6. That it will not allow any part of the Fairgrounds to be subjected to any mechanics' or materialmen's liens.

7. That it will fix or cause to be fixed a uniform and non-discriminatory rate or rates, fees, costs and rentals, and charge and collect same through officers

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of City for the services supplied by and the use of the facilities of the Fairgrounds, which rates, fees, costs and rentals shall at all times be at least adequate to provide revenues sufficient in amount to assure that there will be enough revenues to: (1) meet interest, principal and reserve requirements on the bonds issued by OCPPA pursuant to the Bond Indenture, and bank fees and any compensation payable to the Bank and Trustees' expenses, in the manner and amount set out in the Bond Indenture securing the payment of the said bonds; (2) substantially contribute to OCPPA's rental obligation to the Board of County Commissioners of Oklahoma County, under the Lease Agreement of _____, 1990; and (3) meet all operation, maintenance, renewal and replacement expenses, and providing adequate reserves for all of said purposes.

8. That it will require or cause to be required each and every user of the facilities of the Fairgrounds to pay the rates, fees and charges in accordance with the uniform rates, fees and charges fixed or cause to be fixed by the OCPPA.

9. That it will keep proper books of account in which complete and correct entries shall be made of all transactions relating to their duties, and the allocation and application of the revenues received pursuant to this Amended Lease Agreement and the Bond Indenture, and will furnish to the City the income and disbursements statements provided for in any Bond Indenture.

10. That it will not assign this Lease in total, provided, however, that any change of trustees of OCPPA, or the taking of possession or control of leased properties for operation thereof in accordance with the provisions of any Bond Indenture securing the payment of bonds issued by the OCPPA, including the Bond Indenture, shall not be considered as an assignment prohibited by the provisions hereof.

11. That Oklahoma City Public Property Authority Bonds, Series C, which will mature December 1, 1990, shall be payable from revenues received by OCPPA from the rents, fees and charges imposed and collected for use of facilities of the Fairgrounds.

The City and OCPPA covenant and agree that neither the execution of this Amended Lease nor the operations hereunder shall in any way affect or diminish any of the respective rights, obligations and duties of the City, the OCPPA under and pursuant to the Bond Indenture, nor shall the parties ever in any way affect the right of the Bank to the collateral described in said Bond Indenture as security for the payment of the Bonds issued pursuant thereto; so long as any Bonds secured by Fairgrounds property remain outstanding.

The parties hereto agree and covenant to take no action pursuant to the terms of this Amended Lease Agreement which shall in any way be construed to affect the rights of the public, the rights of the Trustees of the OCPPA and of the Bank and the bondholders pursuant to the provisions of the Bond Indenture.

SECTION 2. The City hereby covenants and agrees with OCPPA as follows:

1. That the City will be bound by and will keep and perform all covenants, acts and things by it to be kept and performed according to the true intent and meaning of the Bond Indenture, the Trust Indenture and this Amended Lease Agreement.

2. That it will do any and all things required to be done by it under the terms of this Amended Lease Agreement, and that it will cooperate with OCPPA to the end that OCPPA may efficiently operate and maintain the facilities of the Fairgrounds and pay all obligations payable from revenues of the Fairgrounds, including costs of operating, maintaining, renewing and replacing the facilities of

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payments to the Bank. The remainder of the revenues so received are surplus to the obligations of OCPPA and shall be remitted to the State Fair of Oklahoma, Inc., pursuant to the Management Agreement of August 3, 1982, as amended by the Supplement to Management Agreement of _____, 1990.

ii. After Retirement of Bonds: After retirement of the bonded indebtedness identified above, the State Fair of Oklahoma, Inc., shall remit its semiannual lease payment to the City Treasurer, acting as OCPPA Treasurer, and such Treasurer shall forward the Fair's portion of the lease payment, together with OCPPA's portion of its semiannual lease payment, necessary to fund the rental obligations to Oklahoma County under the Lease Construction Agreement of _____, 1990.

SECTION 5. Superseding Agreement. This Amended Lease Agreement supersedes all other agreements and amendments inconsistent with any of the terms and provisions herein.

ARTICLE VI

It is the intent of the parties that the Amended Lease Agreement dated _____, 1990, the Supplemental Lease Agreement dated _____, 1990, and the Supplement to Management Agreement dated _____, 1990, accomplish the following purposes:

1. To extend the term of the 1961 Lease of the Fairgrounds by and between The City of Oklahoma City, as lessor, and the Trustees of the OCPPA, as lessee, for twenty-five (25) years;

2. To exclude certain property located on the Fairgrounds, identified as Exhibits 2 and 3 hereto, from the 1983 lease by and between The City of Oklahoma City, as lessor, and the Trustees of the OCPPA, as sublessor, and the Trustees of

the Oklahoma City Fairgrounds Trust, as lessee/sublessee, and to return said property to the leasehold and management of the Trustees of OCPPA;

3. To provide that the State Fair of Oklahoma, Inc., shall deposit semiannually \$50,000.00 from revenues generated from the interim operations of the Fairgrounds under the 1982 Management Agreement with the City Treasurer of Oklahoma City, acting as Treasurer for OCPPA. After receipt of the lease payment, the Treasurer will forward Fair's payment, together with OCPPA's portion of its semiannual lease payment obligation to Oklahoma County under the County Lease Agreement of _____, 1990; and

4. To capture excess funds of an estimated Three Hundred Thousand (\$300,000.00) Dollars remaining on account in the Bank of Oklahoma, N. A., as Trustee Bank for the OCPPA bond issue. When the bonds are retired on or before December 1, 1990, for use as a Reserve Fund to make up any approved shortfall in the Fair's payment to OCPPA and to fund any necessary expenditure by City or OCPPA in contributing to Phase II Horse Barn Improvements or any other lawful purpose as designated by the Trustees of the OCPPA for Fairgrounds improvements.

Accordingly, the Amended Lease Agreement by and between The City of Oklahoma City and the Trustees of the Oklahoma City Public Property Authority, dated _____, 1990, the Supplemental Lease Agreement by and between The City of Oklahoma City and the Trustees of the Oklahoma City Public Property Authority, dated _____, 1990, and the Supplement to Management Agreement by and between The City of Oklahoma City, the Trustees of the Oklahoma City Public Property Authority, and the State Fair of Oklahoma, Inc., dated _____, 1990, are to be construed together to accomplish these purposes.

0 9 0 0 0 0 3 1 3 1
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 3 day of April, 1990.

THE CITY OF OKLAHOMA CITY

By: *Ronald J. Norick*
MAYOR



ATTEST

William P. Amberg
City Clerk
(SEAL)

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)SS

This instrument was acknowledged before me on the 3 day of April, 1990, by Ronald J. Norick as Mayor of The City of Oklahoma City.

Arak A. Mankins
Notary Public

My Commission Expires:
11-28-92
(SEAL)

OKLAHOMA CITY PUBLIC PROPERTY
AUTHORITY

By: *Donald J. Norick*
Chairman

ATTEST:
Thomas P. Stanley
Secretary
(SEAL)

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA } SS

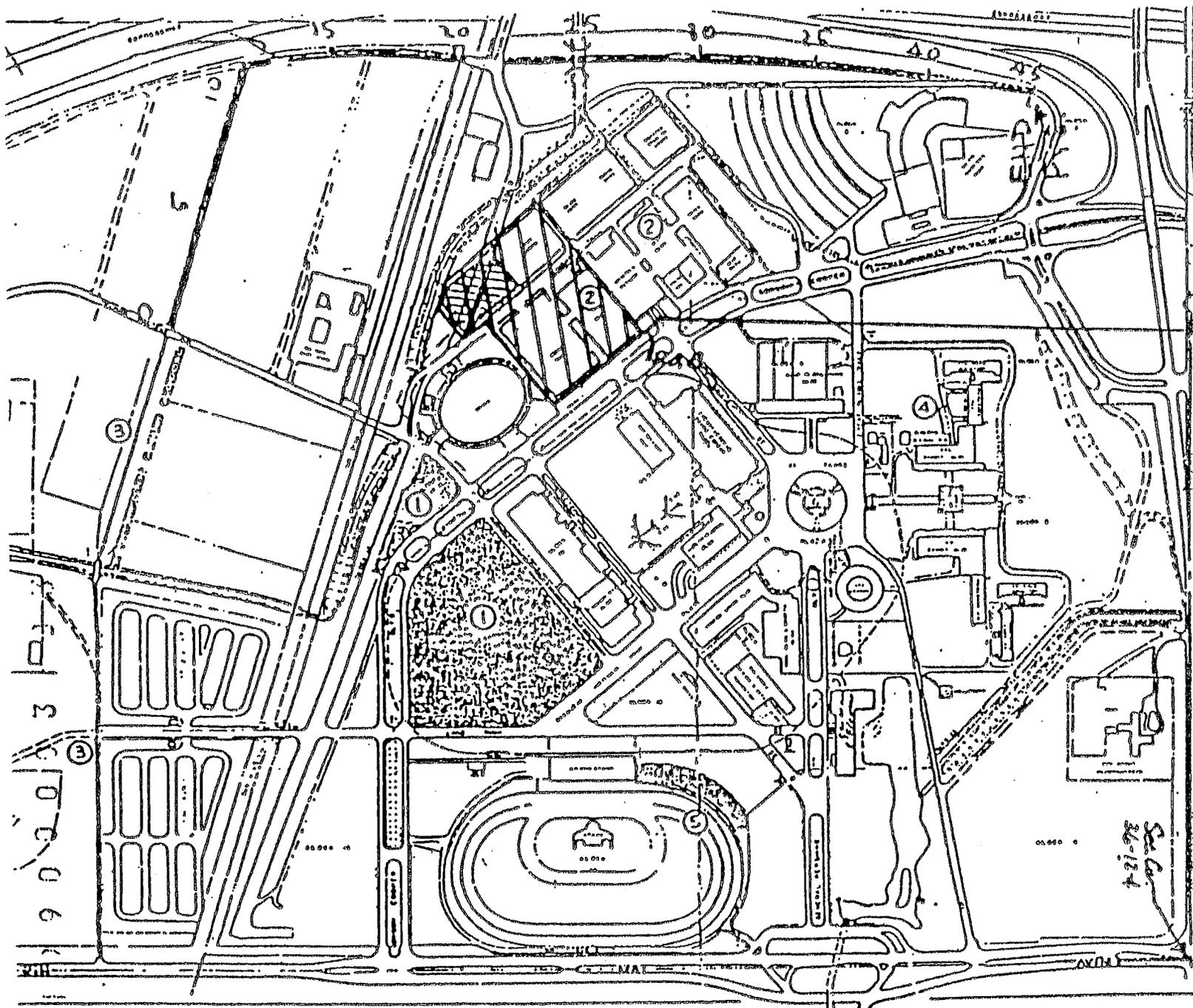
This instrument was acknowledged before me on the 3 day of April, 1990, by *Donald J. Norick* as Chairman of the Oklahoma City Public Property Authority, a Public Trust, on behalf of the Trust.

Robert C. Mansfield
Notary Public

My Commission Expires:
11-28-92
(SEAL)

APPROVED as to form and legality this 2nd day of April, 1990.

Manford G. ...
Assistant Municipal Counselor



Oklahoma State Fair

COMPLETED
1988
PROPOSED
PAVING
PROJECTS

- 1. Repair Resurface Concrete Lot 1 Arena Lot
- 2. Repair Asphalt & Limestone Wash area
- 3. PAVE BLACK MESA DRIVE MAY AVE TO DELMA ST
- 4. PAVE PARKING & DRIVE FOR FOOD SERVICE FRASER
- 5. PAVE PARKING & DRIVE FOR GRANDSTAIR

Drawn by: _____
Checked by: W. CARSON
Scale: _____

01-23-90
W. CARSON

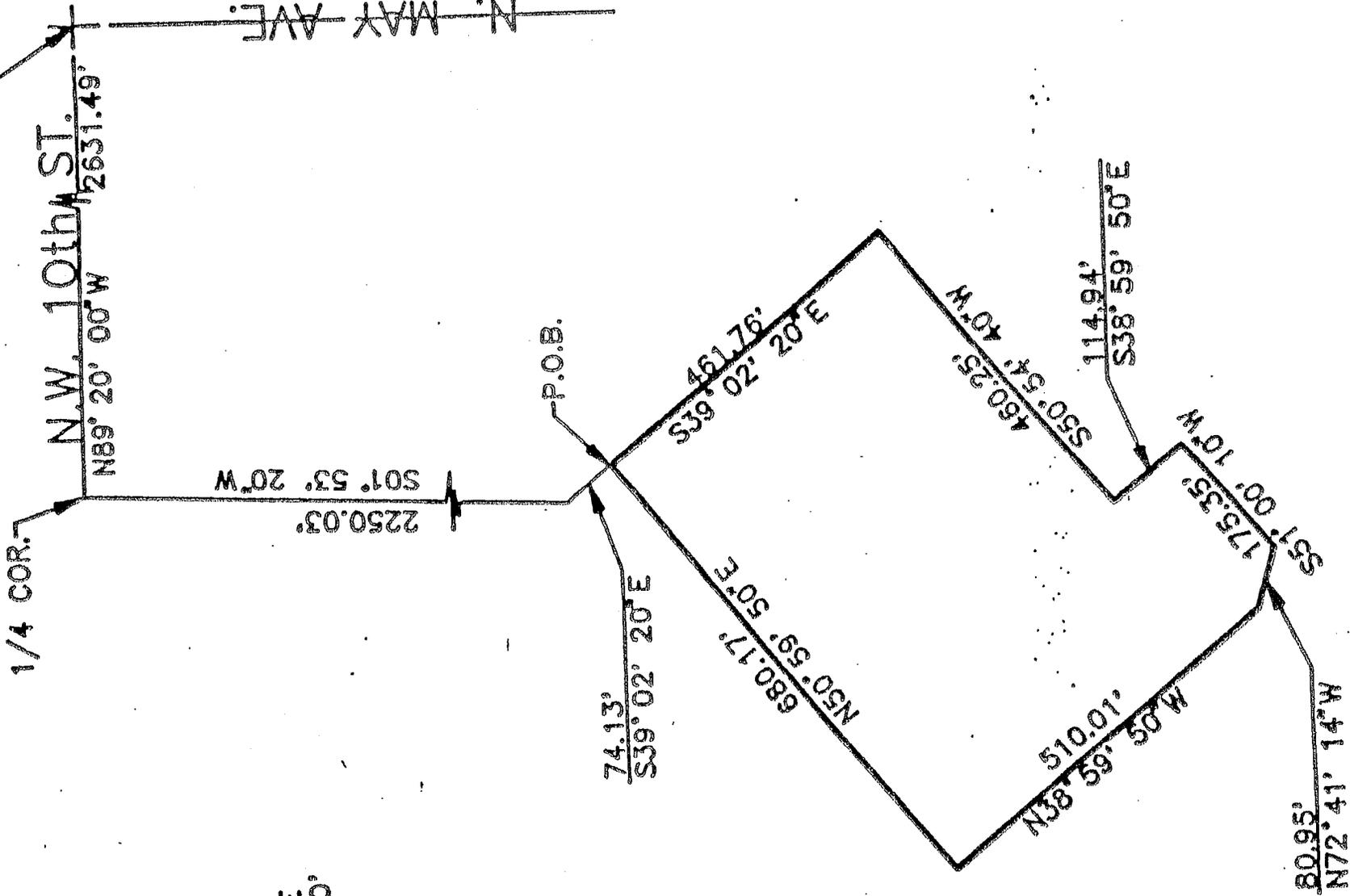
(Inset A in yellow)

Exhibit 2

BOUNDARY SURVEY

NE/COR. NE/4, SEC.36
T12N, R4W
R/R SPIKE

Inset A



SCALE
1" = 200'

1 9 9 0 0 0 3 1 3 5

Exhibit 3

Legal Description
Horse Barn Addition
State Fairgrounds
March 21, 1990

A part of Section 36, T12N, R4W, 1.M. Oklahoma City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the N.E. corner of the N.E. 1/4 of said section 36; Thence N89°20'00"W and along the north line of said section to the NW Corner of said NE 1/4, a distance of 2631.49 feet; Thence, S01°53'20"W a distance of 2250.03 feet; Thence, S39°02'20"E a distance of 74.13 feet to the point or place of beginning.

Thence S39°02'20"E, a distance of 461.76 feet; Thence; S50°54'40"W, a distance of 460.25 feet; Thence, S38°59'50"E, a distance of 114.94 feet; Thence, S51°00'10" W, a distance of 175.35 feet; Thence, N72°41'14" W, a distance of 80.95 feet; Thence, N38°59'50" W, a distance of 510.01 feet; Thence, N50°59'50"E, a distance of 680.17 feet to the point or place of beginning containing 7.77 acres (338,260.09 Sq. ft.) more or less.

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT dated as of April 1, 2005, is entered into as an amendment to that certain Lease Agreement executed November 2, 1961, and effective as of the 1st day of November, 1961 (together with any and all amendments thereof and supplements thereto herein called the "Lease"), being by and between The City of Oklahoma City Oklahoma, a municipal corporation (hereinafter referred to as "Lessor"), as Lessor, and the Trustees of the Oklahoma City Public Property Authority (hereinafter referred to as the "Lessee"), as Lessee.

WHEREAS, the Lessee is a public trust created and existing as a result of a Trust Indenture dated August 15, 1961, entered into under the authority of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, as amended, and of the Oklahoma Trust Act (hereinafter referred to as the "Declaration of Trust"), as amended, and is currently the Lessee of the property commonly called the State Fair ground in Oklahoma City owned by the Lessor described on Exhibit "A" hereto under the aforesaid Lease;

WHEREAS, this amendment is necessary for the purpose of extending the term of the Lease to coincide with outstanding obligations.

NOW THEREFORE, WITNESSETH:

Section 1. Article II of the Lease is hereby amended to read as follows:

WI

Return to:

FAGIN, BROWN, BUSH, TINNEY & KISER
Attorneys & Counselors at Law
First National Center, Suite 1900 West
120 N. Robinson
Oklahoma City, OK 73102

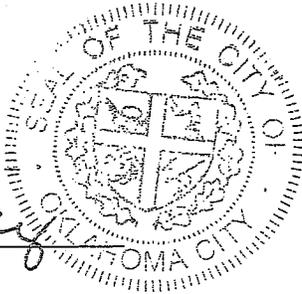
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Bk 9672
Pg 856-859
DATE 04/12/05 15:00:45
Filing Fee \$19.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

"ARTICLE II

TERM

TO HAVE AND TO HOLD THE SAME TO THE TRUSTEES for a term of years, commencing at 12:01 o'clock A.M., on the 2nd day of November, 1961, and extending to and including the 1st day of January, 2030, and so long thereafter as any indebtedness incurred by LESSEE shall remain unpaid, unless such term be terminated sooner, as hereinafter provided."

ATTEST:



James Kerney
City Clerk

THE CITY OF OKLAHOMA CITY
OKLAHOMA

By Mark A. ...
Mayor

ATTEST:



James Kerney
Secretary

OKLAHOMA CITY PUBLIC
PROPERTY AUTHORITY, a public
trust

By Mark A. ...
Chairman

EXHIBIT "A"

All of the following described fairground facilities the City of Oklahoma City Oklahoma:

A tract of land in Section Thirty-six (36), Township Twelve (12) North, Range Four (4) West of Indian Meridian, situated in Oklahoma County, State of Oklahoma, more particularly described as follows:

Beginning at a point which is 3,187.35' West and South 00°09'26" East a distance of 525' from the N.E. Corner of Section 36, T12N, R4W, thence South 17°00'00" East a distance of 345' to a point; thence South 12°00'00" East a distance of 723' to a point; thence South 00°09'26" East a distance of 1680' to a point; thence North 72°30'00" West a distance of 748' to a point; thence North 3°03'00" West a distance of 825' to a point; thence North 00°09'26" West a distance of 1342' to a point; thence along a curve to the right, with radius of 420' a distance of 366.66' to a point; thence North 89°50'34" East a distance of 355' to the point of beginning. And starting at a point which is 3,292.85' West and 50' South of the Northeast Corner of the Northeast Quarter of Section 36, T12N, R4W of the Indian Meridian; thence South 5°15'00" West a distance of 474' to a point; thence West 00" a distance of 18.40' to a point; thence North 5°15'00" East a distance of 474' to a point; thence East 18.40' to the point or place of beginning. (Commonly known as the Fairgrounds.)

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT dated as of August 1, 2007, is entered into as an amendment to that certain Lease Agreement executed November 2, 1961, and effective as of the 1st day of November, 1961 (together with any and all amendments thereof and supplements thereto herein called the "Lease"), being by and between The City of Oklahoma City Oklahoma, a municipal corporation (hereinafter referred to as "Lessor"), as Lessor, and the Trustees of the Oklahoma City Public Property Authority (hereinafter referred to as the "Lessee"), as Lessee.

WHEREAS, the Lessee is a public trust created and existing as a result of a Trust Indenture dated August 15, 1961, entered into under the authority of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, as amended, and of the Oklahoma Trust Act (hereinafter referred to as the "Declaration of Trust"), as amended, and is currently the Lessee of the property commonly called the State Fair ground in Oklahoma City owned by the Lessor described on Exhibit "A" hereto under the aforesaid Lease;

WHEREAS, this amendment is necessary for the purpose of extending the term of the Lease to coincide with outstanding obligations.

NOW THEREFORE, WITNESSETH:

Section 1. Article II of the Lease is hereby amended to read as follows:

"ARTICLE II

TERM

TO HAVE AND TO HOLD THE SAME TO THE TRUSTEES for a term of years, commencing at 12:01 o'clock A.M., on the 2nd day of November, 1961, and extending to and including the 1st day of October, 2033, and so long thereafter as any indebtedness incurred by LESSEE shall remain unpaid, unless such term be terminated sooner, as hereinafter provided."

ATTEST:

Maure Perry

City Clerk



THE CITY OF OKLAHOMA CITY
OKLAHOMA

By *William J. Hall*

Vice Mayor

ATTEST:

Maure Perry

Secretary



OKLAHOMA CITY PUBLIC
PROPERTY AUTHORITY, a public
trust

By *William J. Hall*

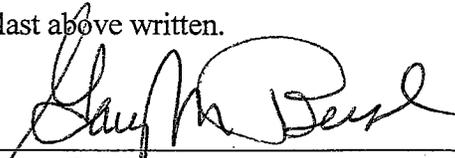
Vice Chairman

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

On this 7th day of August, 2007, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Willa Johnson, to me known to be the identical person who signed the name of the Oklahoma City Public Property Authority, to the within and foregoing instrument as its Vice Chairman and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of said Authority, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



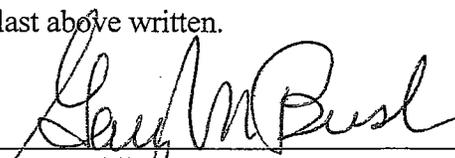
Notary Public



STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)

On this 7th day of August, 2007, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Willa Johnson, to me known to be the identical person who signed the name of The City of Oklahoma City Oklahoma, a municipal corporation, to the within and foregoing instrument as its Vice Mayor and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Notary Public



My Commission Numbered 00013299 Expires 9/17/2008

EXHIBIT "A"

All of the following described fairground facilities the City of Oklahoma City Oklahoma:

A tract of land in Section Thirty-six (36), Township Twelve (12) North, Range Four (4) West of Indian Meridian, situated in Oklahoma County, State of Oklahoma, more particularly described as follows:

Beginning at a point which is 3,187.35' West and South 00°09'26" East a distance of 525' from the N.E. Corner of Section 36, T12N, R4W, thence South 17°00'00" East a distance of 345' to a point; thence South 12°00'00" East a distance of 723' to a point; thence South 00°09'26" East a distance of 1680' to a point; thence North 72°30'00" West a distance of 748' to a point; thence North 3°03'00" West a distance of 825' to a point; thence North 00°09'26" West a distance of 1342' to a point; thence along a curve to the right, with radius of 420' a distance of 366.66' to a point; thence North 89°50'34" East a distance of 355' to the point of beginning. And starting at a point which is 3,292.85' West and 50' South of the Northeast Corner of the Northeast Quarter of Section 36, T12N, R4W of the Indian Meridian; thence South 5°15'00" West a distance of 474' to a point; thence West 00" a distance of 18.40' to a point; thence North 5°15'00" East a distance of 474' to a point; thence East 18.40' to the point or place of beginning. (Commonly known as the Fairgrounds.)

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT dated as of October 1, 2011, is entered into as an amendment to that certain Lease Agreement executed November 2, 1961, and effective as of the 1st day of November, 1961 (together with any and all amendments thereof and supplements thereto herein called the "Lease"), being by and between The City of Oklahoma City Oklahoma, a municipal corporation (hereinafter referred to as "Lessor"), as Lessor, and the Trustees of the Oklahoma City Public Property Authority (hereinafter referred to as the "Lessee"), as Lessee.

WHEREAS, the Lessee is a public trust created and existing as a result of a Trust Indenture dated August 15, 1961, entered into under the authority of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, as amended, and of the Oklahoma Trust Act (hereinafter referred to as the "Declaration of Trust"), as amended, and is currently the Lessee of the property commonly called the State Fair ground in Oklahoma City owned by the Lessor described on Exhibit "A" hereto under the aforesaid Lease;

WHEREAS, this amendment is necessary for the purpose of extending the term of the Lease to a date beyond the final maturity of the outstanding obligations.

NOW THEREFORE, WITNESSETH:

Section 1. Article II of the Lease is hereby amended to read as follows:

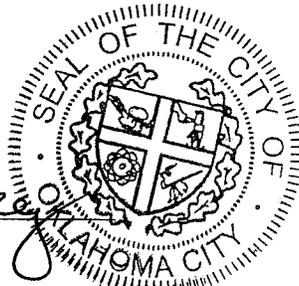
"ARTICLE II

TERM

TO HAVE AND TO HOLD THE SAME TO THE TRUSTEES for a term of years, commencing at 12:01 o'clock A.M., on the 2nd day of November, 1961, and extending to and including the 1st day of October, 2040, and so long thereafter as any indebtedness incurred by LESSEE shall remain unpaid, unless such term be terminated sooner, as hereinafter provided."

ATTEST:


City Clerk



THE CITY OF OKLAHOMA CITY
OKLAHOMA

By 
Mayor

ATTEST:


Secretary



OKLAHOMA CITY PUBLIC
PROPERTY AUTHORITY, a public
trust

By 
Chairman

EXHIBIT "A"

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