

MAPS 4 MULTI-PURPOSE STADIUM LEASE
AND MANAGEMENT AGREEMENT

THIS MAPS 4 MULTI-PURPOSE STADIUM LEASE AND MANAGEMENT AGREEMENT (this “Agreement” or this “Lease”) is made and entered into effective this 13TH day of FEBRUARY, 2024, by and among THE CITY OF OKLAHOMA CITY, a municipal corporation (the “City”), THE OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY, a public trust (“Trust”) and ENERGY FC, LLC, an Oklahoma limited liability company (“Operator”).

WHEREAS, the MAPS 4 program includes the construction of a new multi-purpose stadium, which would be leased to, and operated and maintained by, an Operator and operating partner contracted with The City of Oklahoma City and/or a public trust whose beneficiary is The City of Oklahoma City; and

WHEREAS, the Land (as defined below) for the MAPS 4 Multi-purpose Stadium will be contributed to the Trust by Operator; and

WHEREAS, the MAPS 4 Multi-purpose Stadium will provide a venue for soccer, concerts, high school sports and other outdoor events; and

WHEREAS, Energy FC, LLC, currently owns a United Soccer League team (USL) in Oklahoma City (the “Team”); and

WHEREAS, the operation and management of the MAPS 4 Multi-purpose Stadium in a manner that will produce the desired results presents unusual and difficult problems demanding extraordinary professional experience and expertise which the Operator possesses; and

WHEREAS, by entering into this Agreement for the management, operation, and leasing of the MAPS 4 Multi-purpose Stadium at a location to be determined in the design process, which will include Operator, the citizens of Oklahoma City will receive substantial benefits, including efficient operation of a Multi-purpose Stadium providing more sporting events and other outdoor activities; and

WHEREAS, The City and Trust find it appropriate, desirable, and in the public interest to enter into this Agreement in order to provide for the most successful management, operation, and administration of the MAPS 4 Multi-purpose Stadium.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. OBJECTIVE.

To operate a multi-purpose stadium in order to improve access to sporting events, concerts and other outdoor activities for residents of the City of Oklahoma City and surrounding communities, accomplished through the good management and operation of the MAPS 4 Multi-purpose Stadium.

SECTION 2. DEFINITIONS.

All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a different meaning. For purposes of this Agreement, the following terms and phrases shall have the meaning subscribed herein:

- 2.1 “*Calendar Year*” means January 1 through December 31.
- 2.2 “*Capital Item*” means an asset having a durable life in excess of one year and annual aggregate value greater than \$7,500.
- 2.3 “*The City*” means The City of Oklahoma City.
- 2.4 “*City Auditor*” means the Auditor of The City of Oklahoma City, duly appointed by the Mayor and City Council of the City.
- 2.5 “*City Council*” means the Council of the City of Oklahoma City composed of elected representatives.
- 2.6 “*City Manager*” means the City Manager of The City of Oklahoma City or his designee.
- 2.7 “*Commencement Date*” means the date the MAPS 4 Multi-purpose Stadium is substantially complete and upon which the Operator’s operation and management duties and obligations provided herein shall begin.
- 2.8 “*Effective Date*” means the date in the first paragraph of this Agreement and is the date on which this Agreement shall be effective, and the term shall begin.
- 2.9 “*Facility*” or “*Facilities*” shall mean the various buildings, facilities, parking areas/facilities (to the extent parking areas/facilities are included on the Land), and improvements located on the Land which are used as the MAPS 4 Multi-purpose Stadium.
- 2.10 “*Fiscal Year*” means July 1 through June 30 of the succeeding year.
- 2.11 “*General Manager*” means the General Manager of the Oklahoma City Public Property Authority or his designee.
- 2.12 “*Land*” shall mean the real property on which the MAPS 4 Multi-purpose Stadium will be constructed and located as determined by the City and the Trust, with input and advice from Operator, with Operator purchasing such real property and contributing it to the Trust.
- 2.13 “*Leased Premises*” means the Land, together with all buildings, fixtures, facilities, parking areas/facilities (to the extent parking areas/facilities are included on the Land), including the Facilities and other improvements located on or affixed to the Land, with all rights, easements, entrances, approaches and exits appurtenant to or located thereon.
- 2.14 “*Operator*” means Energy FC, LLC, an Oklahoma limited liability company.
- 2.15 “*Operator Improvements*” means all replacement, modification, alteration, renovation, repair, improvements, or additions to the Leased Premises which are constructed or purchased with funds of the Operator including any funds obtained

through any Sublease, except to the extent that such Sublease is transferred to The City.

- 2.16 “*MAPS 4 Multi-purpose Stadium*” or “*Stadium*” means the Multi-purpose Stadium included in the MAPS 4 program.
- 2.17 “*Parties*” means the City, the Trust, and the Operator.
- 2.18 “*Partner*” means a business or entity that has contracted with the Operator to provide goods or services to the members of the Facility without a Sublease.
- 2.19 “*Personal Property*” means all supplies and other property, tangible or intangible purchased and owned by the Operator, excluding facility related furniture and equipment.
- 2.20 “*Rental Agreement*” means an agreement detailing the terms of the temporary rental of space within the Facility or on the Leased Premises to a third party for private use by that third party. A Rental Agreement is not a Sublease.
- 2.21 “*Subcontractor*” means a business or entity that the Operator has contracted with to perform services for or on behalf of the Operator.
- 2.22 “*Sublease*” means a lease and/or license by the Operator of all or any portion of the Operator’s leasehold estate in any Facility or the Leased Premises. This does not include the rental of the Facility pursuant to Section 10.5.
- 2.23 “*Tenant*” means a business or entity that has subleased a portion of the Leased Premises from the Operator for the purpose of providing goods or services to the members of the Facility.
- 2.24 “*Term*” means the Initial Term or any Renewal Term.
- 2.25 “*Trust*” means The Oklahoma City Public Property Authority, an Oklahoma public trust, whose sole beneficiary is The City of Oklahoma City.

SECTION 3. ENTIRE AGREEMENT

3.1 The provisions of this Agreement, and the Exhibits listed below and attached hereto, shall constitute the complete and exclusive statement of understanding between the Parties, which supersedes all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of this Agreement except as specifically set out in this Agreement.

3.2 Exhibits attached hereto are incorporated by reference and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or contents between the body of this Agreement and the Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to the Exhibits.

- 3.3 The Exhibits to this Agreement, consisting of Exhibit A, is as follows:
Exhibit A – Form of Memorandum of Lease Agreement

SECTION 4. LEASED PREMISES; LEASE; GRANT OF RIGHTS.

4.1 Lease. The Trust does hereby lease, let and demise unto Operator, and Operator does hereby lease from the Trust, the Leased Premises.

4.2 Operator's Rights. Subject to the further provisions of this Agreement, during the Initial Term and any Renewal Term(s), as herein defined, of this Agreement, Operator will have the sole right to continuous and exclusive use, occupancy, management and operation of the Leased Premises for any and all lawful purposes including, without limitation:

- (a) to schedule, promote, contract, charge admission, advertise, create and publish programs and sell tickets for any and all athletic events and games played and all activities, shows, revivals, concerts, programs, religious gatherings, meetings, conventions, parties, invitational events, exhibitions and any other entertainment activities and events, both for profit and non-profit, played, conducted, performed or held in any manner at or in the Leased Premises (collectively, the "Events") provided that the Operator will use commercially reasonable efforts to coordinate and cooperate with efforts of the Convention and Visitors Bureau, any hereinafter created City sports commission entity, and the City of Oklahoma City, but that the Operator's determination for scheduling dates of Events shall control;
- (b) to lease, license and/or sell all advertising at or in the Leased Premises or related thereto including, without limitation, all merchandise and novelty licensing and advertising, the MAPS 4 Multi-purpose Stadium name advertising and licensing, ad panel, fence, electronic and scoreboard advertising and all program advertising;
- (c) to the extent that there are any parking areas/facilities located on the Land (collectively, the "Parking Facilities"), to schedule, operate and set fees for the Parking Facilities;
- (d) to broadcast, disseminate, reproduce or transmit by television, radio, telephone, cable, satellite, wire, or any other method or medium of reproduction, transmission or communication, including live or tape-delayed coverage, all, or any part of any Events or to sell or license the rights thereto;
- (e) to select the name for the MAPS 4 Multi-purpose Stadium, or *any* portions thereof, to preserve and use such names for the Initial Term and any Renewal Term, or any portion thereof and, at its option and sole discretion, to sell or license such name for the Stadium, and any related or residual rights therein or thereto from time to time (the "Naming Rights") provided, however, (i) the name of the Stadium shall be subject to the approval of the City Manager, whose approval shall not be unreasonably withheld, conditioned or delayed; and (ii) and in exchange for the Naming Rights, Operator agrees to pay the City \$150,000 in fifteen (15) equal annual installments of \$10,000 beginning on the Commencement Date (the "Naming Rights Payments"). If the Parties consent to renewal of this Agreement,

in exchange for the Naming Rights, during the first 5-year renewal term (i.e., years 16 thru 20), the Operator agrees to pay the City \$62,500 in five (5) equal annual installments of \$12,500 beginning in year 16, and during the second 5-year renewal term (i.e., years 21 thru 25), the Operator agrees to pay the City \$75,000 in five (5) equal annual installments of \$15,000 beginning in year 21;

(f) to provide all food, beverages (alcoholic and non-alcoholic) and related services to Events, operate and manage full-time the Stadium club restaurant(s) and other fixed or portable points of sale for the sale of food and beverages (alcoholic and non-alcoholic) at all times and for all Events, and the right to contract, sublease or grant concession to one or more third parties to provide such food, beverage (alcoholic and non-alcoholic) and related services or to manage or operate the Stadium restaurant(s) and other fixed or portable points of sale;

(g) to operate and manage full-time, or contract, sublease or grant a concession to one or more third parties, novelty and souvenir outlets for the sale of merchandise and novelty items within the Leased Premises;

(h) to license, lease or sublease premium areas in the Leased Premises on an annual or long-term basis, not to extend beyond the Initial Term or any Renewal Term; provided, (i) upon request no later than three (3) business days prior to an Event, Operator will provide the City with twenty (20) box seats for each Event, to be used by the City (or its designee) for official purposes such as recruitment of businesses or conventions and/or for other official purposes of the City, and (ii) Operator will have the right to use any of the City's designated box seats for which a request was not received three (3) business days prior to an Event;

(i) to place signs, banners and other signage, both permanent and temporary, in the interior and the exterior of the Leased Premises, including, without limitation, illuminated signage, provided that any and all interior and exterior signs and signage must comply with all applicable local and state laws, including, without limitation, all City ordinances and zoning laws;

(j) subject to Operator's obligation to pay rent as set forth in Section 6 hereof and the Naming Rights Payments in Section 4.2(d) hereof, to receive and retain, for its own use, all fees, proceeds, rentals, ticket sales, licensing fees, revenue and income from the Leased Premises including, without limitation, from all Events, the selling and merchandising of food, broadcast rights in any medium, beverages (alcoholic and non-alcoholic) and novelty items, all advertising, all concession and restaurant sales, rights, licensing and subleasing, the sale, use or marketing of the Stadium name, proceeds from Naming Rights, leasing, subleasing or sales of luxury suites and the operation of Leased Premises and the sale, leasing, subleasing or licensing of any of the foregoing.

4.3 Not-for-Profit or Non-Profit Events. Notwithstanding any other provision of this Lease, the City reserves the right to sponsor and conduct four (4) non-profit Events of its choosing on the Leased Premises during each and every year of the term hereof (with the length/duration of

each such non-profit Event not to exceed a reasonable length/duration as reasonably determined by Operator). In any year in which the City elects to sponsor and conduct any such Events, the City shall give written notice of such election to Operator not less than sixty (60) days prior to the date on which said Events would take place on the Leased Premises. No Events to be sponsored and conducted by the City pursuant to this Section 4.3 shall conflict with any Events already scheduled by Operator prior to the receipt of notice thereof from the City. If the City elects to sponsor and conduct any such Events on the Leased Premises, Operator will operate and manage the Leased Premises on the Event day; and, (a) the City will reimburse Operator for all costs, except utility costs, related to actual Events held by the City pursuant to this Section 4.3, including, without limitation, all labor and Event day cleanup costs within thirty (30) days written notice by Operator of such costs; and, (b) Operator will be entitled to receive all revenues from concessions and merchandise sold during such Event.

4.4 Right of the Trust to Inspect Leased Premises. Notwithstanding any other provision of this Agreement, the Trust and its agents and representatives shall, upon reasonable prior notice to Operator, have the right to enter into and upon any and all parts of the Leased Premises for the purpose of examining the same for any legitimate reason related to the obligations or performance of the parties to this Agreement; provided, such agents or representatives of the Trust shall be accompanied by a representative of Operator. No prior written notice to Operator or accompaniment by a representative of Operator shall be required in the event of emergencies threatening the public health, safety or welfare; provided, the appropriate governmental agency or agencies are also responding to such emergency.

SECTION 5. TERM.

5.1 Initial Term. The initial term of this Agreement shall begin as of the Effective Date and continue for fifteen (15) years from the date of the Commencement Date (the “Initial Term”), unless sooner terminated as herein provided or unless renewed upon the terms hereinafter stated. The duties and obligations of Operator relating to management, operation, and maintenance shall begin as of the Commencement Date.

5.2 Renewal of Agreement. Unless either Party gives written notice at least ninety (90) days prior to the end of the Initial Term or Renewal Term (as defined below) of its intent not to continue this Agreement, this Agreement will be renewed and extended automatically for the same terms, conditions and covenants herein contained for two (2) separate additional terms of five (5) years each (each an “Renewal Term” and collectively, the “Renewal Terms”). Notwithstanding the foregoing, the City and the Trust agree that the City and the Trust shall not be entitled to give written notice to the Operator of its intent not to continue this Agreement at the end of the Initial Term or the end of the first Renewal Term if the Operator is in compliance with, and in good standing under, the terms of this Agreement. Each Renewal Term will begin at the expiration of the preceding Initial Term or Renewal Term, as the case may be.

SECTION 6. RENTAL.

6.1 Rental for Commercial Events. Subject to the provisions of Sections 6.3 and 6.4, Operator will pay annual rent to the Trust equal to the greater of (a) seven percent (7%) of Paid Admissions (as defined below) for all Events, including professional soccer games played or held in the Leased Premises during the Initial Term or any Renewal Term; or, (b) \$150,000.00, with a cap of \$200,000.00 (the “Base Rent”) plus an increase based on the consumer price index (CPI)

after five years. The term “Paid Admissions,” as used in this Agreement, will mean and include Operator’s share of gross revenues and amounts paid for ticket admissions and sales, including an amount equal to the Event ticket price per seat for any seating utilized for trade-outs with vendors, sponsors or other parties, to or for Events (after deducting therefrom all federal, state, city and county or other sales or admission taxes paid on or by reason of admissions or the right to admission). Paid Admissions does not include (i) any other source of revenues other than actual ticket sales proceeds (with “actual ticket sales proceeds” deemed to include an amount equal to the Event ticket price per seat for any seating utilized for trade-outs with vendors, sponsors or other parties); or, (ii) for any Events that Operator does not share in the revenue or income from ticket sales or admissions to such Events (with “ticket sales or admissions” deemed to include an amount equal to the Event ticket price per seat for any seating utilized for trade-outs with vendors, sponsors or other parties).

6.2 Rental for Non-Profit Events. Operator will not pay rent for Non-profit Events held in the Leased Premises. For purposes of this Section 6.2, the term “Non-profit Events” shall mean any Event from which Operator does not receive any revenue from actual ticket sales (with “actual ticket sales” deemed to include an amount equal to the Event ticket price per seat for any seating utilized for trade-outs with vendors, sponsors or other parties). The number of “Non-profit Events” held by Operator per calendar year shall not exceed 4, unless otherwise agreed to in writing by the City Manager or his or her designee, which will not be unreasonably withheld, conditioned or delayed.

6.3 Payments. Payments of rental will be made as follows:

(a) Operator will file with the Trust a written statement on or before the one hundred twentieth (120th) day after the close of each calendar year with respect to any Events played or held at or in the Leased Premises during the preceding year showing for each Event held or played during such preceding year, the total attendance, consisting of the gross revenues and amounts paid for admission and at the regular established price thereof, with a calculation of the rental percentage or minimum rent due the Trust; and at the time of filing such statement Operator will pay to the Trust the greater of (i) the total amount of said rental percentage for all Events held or played during such preceding year, or (ii) \$150,000.00, with a cap of \$200,000.00 per year, plus an increase based on the consumer price index (CPI) after five years.

(b) Whenever Operator’s rental is based on a percentage of Paid Admissions, the Trust, including the City Auditor, may inspect, during reasonable business hours, any or all of Operator’s tickets, accounts, records or reports as may be required for the purpose of verifying the amount of such actual gross ticket sales. The Trust, including the City Auditor, shall be provided reasonable access and working space at the Leased Premises by Operator. Operator will secure all admission or other tickets from a bonded ticket company. Operator will furnish the Trust, annually, within one hundred twenty (120) days after the close of Operator’s calendar year with a calculation of rent due the Trust under this Agreement for the most recently completed calendar year. Along with the calculation of rent will be a

statement by a certified public accountant stating the calculation of rent is properly stated and is in compliance with this Agreement.

6.4 Capital Improvements Reserve Account. All rent paid by Operator under this Agreement will be deposited by the Trust in a separate, designated capital improvements account of the Trust (the “Capital Improvements Reserve Account”). Funds placed in the Capital Improvements Reserve Account will be utilized by the Trust solely to help defray the Trust’s obligations to provide certain capital improvements to the Leased Premises under Section 14 of this Agreement. The Capital Improvements Reserve Account will be invested in accordance with the laws of the State of Oklahoma governing investment of public funds.

6.5 Facility Fee. For all tickets sold, a facility fee (“Facility Fee”) which is currently contemplated to be \$2.00 per ticket sold to most events held at the Stadium, including but not limited to all professional soccer games, concerts, festivals and other sporting events, as contracts will allow, will be imposed by Operator. Upon prior written consent, Operator and the Trust representative, which shall be the City Manager or designee, may adjust the amount of the per ticket sold Facility Fee per event. The Facility Fee will not be subject to the seven (7%) percent rental fee described in Section 6.1. The Facility Fee may be renegotiated by written agreement of the Parties.

6.5.1 The Operator agrees to remit fifty percent (50%) of the Facility Fee to the Trust in the same manner that rent is remitted in accordance with Section 6.3 of this Agreement. The remaining fifty percent (50%) of the Facility Fee shall be retained by the Operator. Each of the Operator and the Trust agree to place their respective Facility Fee into the Capital Improvements Reserve Account and shall be used to fund projects mutually agreed upon by representatives of the Trust and Operator to upgrade the Stadium (the “Designated Projects”). The Designated Projects should be designed to preserve and enhance the Stadium, increase the fan experience, and to increase revenue generating opportunities for both parties

SECTION 7. PLANNING/ CONSTRUCTION.

7.1 City Obligations during Planning and Construction. The City will design and construct the Stadium using funds from the Oklahoma City MAPS 4 Sales Tax Funds. No other City funds are committed by this Agreement.

7.2 Operator Obligations during Planning and Construction.

7.2.1 Operator will participate in all planning and construction meetings when requested by the Program Manager.

7.2.2 A representative of the Operator with binding authority will attend City Council meetings, MAPS 4 Citizens Advisory Board meetings, and MAPS 4 Venues Subcommittee meetings when requested by the Program Manager.

7.2.3 During planning and construction of the Stadium, Operator will use reasonable efforts to secure and contract with all subcontractors, tenants, and other parties it believes are necessary to manage and operate the Leased Premises as of the Commencement Date so that they may have input on design and construction.

7.2.4 During planning and construction of the Stadium, Operator will use reasonable efforts to hire and train all staff and coordinate volunteers necessary to manage and operate the Leased Premises as of the Commencement Date.

7.3 Land; Site of Stadium. The Parties will work together to identify the location of the Land as the site of the Stadium.

7.4 Stadium Standards. The Trust and the City represent, warrant and covenant that at the time of construction, the Stadium will meet the standards for a stadium set by the United States Soccer Federation Professional League Standards (Division II Mens). If any changes are required to satisfy updated United States Soccer Federation Professional League Standards (Division II Mens), the Parties agree the cost of such updates shall be borne equally by the Parties

SECTION 8. LEASED PREMISES.

8.1 Demise. The Trust hereby leases the Leased Premises to Operator effective upon the Commencement Date, and Operator hereby agrees to accept the Leased Premises at that time and agrees to be bound by the covenants, provisions and terms set forth in this Agreement. Operator expressly acknowledges and warrants that neither Operator nor its Partners or Subcontractors shall prohibit or inhibit lawful public access, and use of, the Leased Premises except to the extent permitted by this Agreement.

8.2 Consideration. The Parties agree that in consideration for the Trust's leasing the Leased Premises to Operator, Operator will provide operation, management, and maintenance of the Leased Premises as a whole pursuant to this Agreement at no cost to the City or Trust, except as otherwise set forth in this Agreement.

The Operator further agrees and consents to accept and bear sole financial responsibility for properly and adequately funding the efficient start-up, management, and operation of Leased Premises, including but not limited to, utility bills (except as otherwise set forth in this Agreement), employee salaries, and Facility marketing. The Operator further agrees to underwrite any and all financial losses the Operator may incur in its performance of this Agreement, holding the City and Trust harmless in connection with the Operator's operation of the Facility. The Operator further agrees to pay annual rent to the City equal to the greater (i) seven percent (7%) of Paid Admissions for all Events, including, without limitation, the soccer games of the Team played in this new stadium, or (ii) \$150,000, with a cap of \$200,000.00 per year, plus an increase based on the consumer price index (CPI) after five years. The Operator will not pay rent for any events for non-profit organizations.

In consideration of the Operator's agreement to provide all necessary operating capital as well as accept this financial risk position, which the City and the Trust acknowledges shall constitute substantial consideration of which the City and Trust are beneficiaries, the City and Trust agree that the Operator is entitled to receive and shall retain all net revenues (if any) from events, food and beverage concessions, events, special programs and sponsorship sales, except for naming rights as set forth in Section 4.2(e), realized through the Operator's operation of Leased Premises in the manner and at the quality anticipated in this Agreement.

8.3 "As-Is" Condition of Leased Premises. Upon the Commencement Date, the Leased Premises shall be accepted by Operator in its "as-is" condition. Operator acknowledges that the City has not made any representations whatsoever in connection with the condition of the Leased Premises, or any portion thereof. Throughout construction of the Leased Premises, the City will

conduct all necessary inspections and after completion, it will be inspected to ensure compliance with the plans and specifications and then presented to City Council for final acceptance. The City shall not be liable for any latent, or patent defects in the Leased Premises, or any portion thereof. Any warranties provided to the City with the original purchase of the Facility Furniture, Fixtures, and Equipment (“FF&E”) or other Facility Capital Items will be held and maintained by the City; however, the Operator may request repairs or replacements it believes are covered under the warranty provisions under the procedures provided in Section 14.2.

8.4 Purpose and Use. The Leased Premises is to be used as a multi-purpose stadium which will be open and available to the public. The Leased Premises as a whole may not be converted for any other use, and restrictions or incompatible uses which would exclude its use as a multi-purpose stadium are prohibited. It is understood by the Parties that some areas of the Leased Premises may be rented by members of the public for temporary exclusive use pursuant to the terms of this Agreement which is not a violation of this provision.

The Parties agree and understand that nothing in this Agreement shall be construed as preventing the City or Trust from entering the Leased Premises at any time during the Term of this Agreement for the purpose of satisfying the obligations of the City and Trust or ensure compliance with this Agreement.

Additionally, the Facility, or portions of the Facility, may be reserved for City non-profit functions or events at no cost to the City or Trust, four (4) times during a calendar year in accordance with the Rental/Booking Policies and Procedures (with the length/duration of each such non-profit event not to exceed a reasonable length/duration as reasonably determined by Operator).

8.5 Ownership of Assets. All property, improvements (including Operator Improvements), and information, associated with the operation and management of the Leased Premises are solely the property of the City unless otherwise provided in this Agreement or any amendments thereto. Facility equipment initially provided upon the Commencement Date or any equipment purchased to replace such Facility equipment shall be considered the property of the City. Additional equipment, above the inventory provided, which is not replacement equipment shall remain the property of the Operator. Upon termination or expiration of this Agreement all modifications or improvements to the Leased Premises, whether constructed by the City, Trust, or Operator shall become property of the City. Additionally, any personal property or equipment provided by a Partner or Subcontractor of Operator shall remain with such Partner or Subcontractor.

8.6 Subleases. Operator shall be permitted to enter into Subleases of the Leased Premises with one or more Tenants with consent of the City Manager, whose approval shall not be unreasonably withheld, conditioned, or delayed, provided that Operator and Tenant fully comply with all provisions and requirements of this Agreement and the Leased Premises remains sufficiently open and available for its intended purpose and use. Operator shall cause all Subleases to contain such provisions as may be necessary to cause said Tenant to abide by and conform to the requirements in this Agreement. Operator shall provide the City Manager with notice of any Sublease including, but not limited to, the name, address, telephone number, email, and name of the contact person for purposes of notices or other communications.

8.7 Furniture, Fixtures, and Equipment. The Leased Premises includes furniture, fixtures, and equipment (“FF&E”) necessary for the operation of a Multi-purpose stadium. A list

of FF&E provided in the Facility will be provided to the Operator within 30 days following the Commencement Date of this Agreement. Operator must maintain as a minimum, the same quantity of FF&E provided as of the Commencement Date throughout the Initial Term and any Renewal Term of this Agreement. Operator must maintain an inventory list of FF&E which includes the date each item is purchased and who owns each item listed as further detailed in Section 9.2(C). Operator is responsible for the maintenance of all FF&E in accordance with Section 11.1 of this Agreement. For clarity, FF&E are not considered to be Capital Items as described in Sections 2.2 and 11.2.

8.8 Non-Discrimination for Use of the Leased Premises.

(a) Operator agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2), in furnishing or refusing to furnish, to such person or persons the use of the Leased Premises, and the Foundation Improvements thereon, including any and all services, privileges, accommodations and activities provided thereby.

(b) Operator shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of sex, race, religion, creed, ancestry, color, national origin, or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2); provided, however, nothing herein shall require the furnishing to the general public of the use of any facilities or accommodations customarily furnished by Operator solely to its employees, clients, and invitees.

(c) Operator is required to adopt and implement policies and procedures that prevent and discourage any staff, volunteer, agent, or tenant from discriminating against speech on the basis of viewpoint, including but not limited to proselytizing a particular religion, prohibiting advertising based solely upon the content, or only allowing artwork of one political viewpoint.

(d) In the event of Operator's noncompliance with this nondiscrimination clause, after written notice by the City or the Trust to Operator and Operator's failure to cure, in addition to other remedies set forth in this Agreement, the City may immediately terminate this Agreement despite any requirement provided in this Agreement.

(e) Operator agrees to insert the above nondiscrimination clauses in any Subleases, Subcontracts or contracts by which said Operator grants a right or privilege to any person, firm, company, entity or corporation to render accommodations, work, product and/or services to the public on or from the Leased Premises. The above nondiscrimination clause is not required in rental agreements for the rental of space to parties not providing goods or services to the members on the Leased Premises.

SECTION 9. OPERATION.

9.1 Approval of Policies and Procedures. Operator must prepare and follow policies and/or procedures which address vital and routine functions associated with the management and operation of the Leased Premises. Within 120 days prior to the Commencement Date, Operator will provide all policies or procedures pertaining to such matters to the City Manager for review. Such policies or procedures must be approved by the City Manager, whose approval will not be unreasonably withheld, conditioned or delayed. The policies should include the following subject matters:

1. Facility Use.
2. Claims Reporting and Investigation – as it relates to formal complaints and related incidents arising from providing services to members of the Leased Premises.
3. Facility Rental/Booking Policies.
4. Finance and Accounting Procedures.
5. Safety Procedures – including but not limited to protocols for user safety, event security staffing levels, emergency response procedures, communication, and other policies and procedures having an impact on the safety of members and staff.

9.2 Reporting/Outcome Measures.

(a) Quarterly Report. On or before the 15th day of each quarter of any calendar year for which the Operator is managing the Leased Premises, the Operator will provide a report to the City Manager which will include the following for the previous quarter:

1. An operating statement and balance sheet.
2. The number of events at the Facility.
3. Attendance statistics.
4. Rental Data.
5. Maintenance logs for Capital Items.
6. Any other additional information reasonably requested by the City Manager.

(b) Annual Report. Operator will provide an annual report to the City Manager which details the outcomes and performance measures listed below. Upon request of the City Manager, Operator will also make a presentation summarizing this report to City Council and Trust.

1. A financial report containing the budgeted and actual Operating Revenues and Operating Expenses for the previous calendar year.
2. Outcome and Performance Measures
3. Inventory List of FF&E.

4. A report providing the maintenance logs for all Capital Items for the previous year.
5. Any other additional information reasonably requested by the City Manager.

(c) **Inventory Report.** The Operator shall conduct an initial inventory of all assets immediately following the Commencement Date. Said inventory shall include, but may not be limited to, any and all personal computers, furniture, fixture, and equipment, including office and maintenance equipment, and any other item utilized in the regular operations of the Leased Premises provided by the City. The list shall not require paper products, office supplies, food and beverage, and general cleaning products. This initial inventory shall be submitted to the City Manager within 45 days of the Commencement Date.

The Operator shall maintain a running inventory of Facility furniture, fixtures, and equipment, including those acquired or disposed of either directly by the Operator, the City, the Trust or any other party. The inventory shall be agreed to annually in writing and shall be available for inspection at any time by the City Manager or General Manager. Unless otherwise agreed in writing, such assets remain the sole property of the City. Upon termination of this Agreement, an exit inventory shall be mutually conducted by the Trust and the Operator. In the event the exit inventory reveals any discrepancy for which the Operator is responsible, the Operator shall perform an appropriate adjustment or payment to the Trust for the replacement value of the asset, less reasonable depreciation, to the satisfaction of the General Manager. Any adjustments and/or payments which may be required by the Operator as a result of any discrepancy resulting from such exit inventory shall be made within a reasonable amount of time, not to exceed 60 days.

9.3 Records and Audits.

(a) **Record Retention.** Operator shall keep and preserve the specified records pursuant to a records retention schedule mutually agreed to by the Parties, or longer if required by law. Retention of any other records is left to the discretion of the Operator.

(b) **Audits.** An authorized representative of the City and/or Trust, including but not limited to the City Auditor, shall have the right to interview any current or former employee and shall have unrestricted access to books and records and any and all information, materials and data of every kind and character that may in the judgment of the City or Trust's authorized representative have any bearing on, or pertain to, any matters, rights, duties or obligations under this Agreement during reasonable business hours to the extent necessary to adequately permit evaluation and verification of Operator's compliance with terms of this Agreement. Such documents do not include protected patient medical information.

The City and Trust shall have the right at any time, and from time to time, to cause nationally recognized independent auditors to audit all of the books of Operator relating to Operating Revenues and Operating Expenses, including, without limitation, cash register tapes, credit card invoices, duplicate deposit tapes and

invoices. Such audit shall be at no expense to the Operator and Operator shall be furnished copies of the final audit report and recommendations made as a result of the audit conducted.

9.4 Rights of the City Manager. The City Manager may, upon 10 calendar days' notice to Operator, suspend or modify any rule, policy, procedure or term that has resulted, or will result, in the ouster of the public from the Leased Premises. Ouster is defined as the wrongful exclusion of the public from the property. In addition, the City Manager may, from time to time, inspect the Facility and review the activities on, and use of, the Leased Premises, to confirm, to the City Manager's reasonable satisfaction, compliance with the provisions of this Agreement.

SECTION 10. MANAGEMENT.

10.1 Business Management. The Operator agrees to operate within all the applicable laws of the State of Oklahoma and the City of Oklahoma City.

10.2 Operator Employees and Volunteers.

(a) Operator's Employees. The Operator shall employ competent, qualified, and licensed, if necessary, employees. The positions listed below must be filled with an employee of Operator. Positions other than those listed below may be staffed as Operator deems necessary and appropriate.

- Facility Director
- Office Manager/Assistant Director

If at any time during the Term of this Agreement the City Manager believes there is a performance problem with the Facility Director, the City Manager shall give written notice to Operator (specifying in reasonable detail the nature and extent of such problem), and Operator shall, within 15 days of such notice, meet with the City Manager to discuss such problem and any steps that may be appropriate to address such problem.

Operator employees shall not be considered employees of the City or Trust for any purpose. The sole responsibility for supervision, daily direction and control, training, and setting and paying compensation and any employee benefits, including workers' compensation benefits, shall be the obligation of the Operator. All costs related to employees shall be the responsibility of the Operator.

(b) Employment Policies and Procedures. Operator must provide a copy of all employee policies and/or procedures to be used at the Leased Premises to the City Manager within 200 days of the Effective Date of this Agreement.

(c) Non- Discrimination of Employees and Volunteers. The Operator shall not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, national origin, ancestry or disability as defined by the American with Disabilities Act of 1990, Section 3(2). The Operator shall ensure that employees or applicants for employment are treated without regard to their age, race, religion, creed, color, national origin, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to, the following: employment,

upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Operator agrees to post, in a conspicuous place available to employees, volunteers, and applicants for employment, notices to be provided by the City Clerk setting forth provision of § 25-41 of the Oklahoma City Municipal Code, as may be amended.

The Operator will, in all solicitations or advertisements for employees placed by or on behalf of Operator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, or disability.

In the event of Operator's noncompliance with this nondiscrimination clause, after written notice by the City or the Trust to Operator and Operator's failure to cure, in addition to other remedies set forth in this Agreement, the City may immediately terminate this Agreement despite any requirement provided in Agreement.

Operator agrees to include this nondiscrimination clause in any contracts and subcontracts connected with the performance of this Agreement. The above nondiscrimination clause is not required in rental agreements for the rental of space to parties not providing goods or services to the members of the Leased Premises.

10.3 Partners. Within 30 days prior to the Commencement Date, the Operator agrees to provide to the City Manager a list of all Partners the Operator intends to engage to perform services related to this Agreement. The Operator is required to update this list as additional Partners are engaged to provide services at the Facility. Notwithstanding the approval of any Partner contracted with the Operator, the Operator shall be solely responsible for the collection or payment of any fees of such Partner, the services performed by such Partner, and monitoring such Partner.

The Operator shall contract with competent, qualified, and licensed, if necessary, Partners. If at any time during the Term of this Agreement the City Manager believes that there is a performance problem with a Partner, the City Manager shall give written notice to Operator (specifying in reasonable detail the nature and extent of such problem), and Operator shall, within 15 days of such notice, meet with the City Manager to discuss such problem and any steps that may be appropriate to address such problem.

10.4 Subcontractors. Within 30 days prior to the Commencement Date, the Operator agrees to provide to the City Manager a list of any Subcontractors the Operator intends to engage to perform services related to this Agreement. The Operator is required to update this list as additional Subcontractors are engaged to perform work or provide services at the Facility. Notwithstanding the approval of any Subcontractor hired by the Operator, the Operator shall be solely responsible for the fees of such Subcontractor, the services performed by such Subcontractor, and monitoring such Subcontractor.

All service-related subcontracts entered into by the Operator after the Effective Date of this Agreement for a term longer than one (1) year shall contain a clause that allows the General Manager of the Trust, in the event that this Agreement is terminated, to terminate the subcontractor agreement, with or without cause, upon 30 days written notice. The Parties agree that this termination provision is not required in any ticketing, telephone, HVAC maintenance or fire suppression systems agreement.

The Operator shall contract with competent, qualified, and licensed, if necessary, Subcontractors. If at any time during the Term of this Agreement the City Manager believes that there is a performance problem with a Subcontractor, the City Manager shall give written notice to Operator (specifying in reasonable detail the nature and extent of such problem), and Operator shall, within 15 days of such notice, meet with the City Manager to discuss such problem and any steps that may be appropriate to address such problem.

10.5 Rental of the Leased Premises.

(a) **Rentals During Operating Hours.** The Operator may rent any of the areas in the Facility during hours of operation according to the Facility Rental/Booking Policies. Operator may charge and collect a reasonable rental fee which is listed in the Fee Structure included in the Facility Rental/Booking Policies.

(b) **After Hours Rentals.** The Operator may rent areas, as well as any other location or amenity in the Facility or on the Leased Premises, after hours of operation according to the Facility Rental/Booking Policies. Operator may charge and collect a reasonable rental fee which is listed in the Fee Structure included in the Facility Rental/Booking Policies.

(c) **General Requirements for Rental of the Facility.** All rentals must be done using a Rental Agreement.

10.6 Vending, Catering, and Merchandising. Operator shall have exclusive right to manage and operate vending, catering, concession sales and merchandising within the Leased Premises. However, Operator shall develop a list of pre-authorized third-party caterers, to assure rental patrons are provided quality options for commodities and services during rental of the Facility.

10.7 Customer Service. The Operator shall deploy strategies and tactics to ensure a high-quality customer service experience for all guests. Such tactics may include, but are not limited to, the utilization of a professional secret shopper, a queue management system, and guest feedback and customer survey systems.

SECTION 11. MAINTENANCE, REPLACEMENT, AND MODIFICATIONS.

11.1 General Maintenance and Replacements. The Operator shall be responsible for all routine maintenance, general repair, and replacement costs of the furniture, fixtures, and equipment in or on the Leased Premises, including landscaping. The Operator shall be responsible for the cost of any and all supplies necessary for the operation and maintenance of the Leased Premises.

Routine maintenance shall include, but shall not be limited to, ground and lawn maintenance, custodial services, security, elevator maintenance and regular servicing, boiler maintenance and regular servicing, painting, repairs, periodic servicing, and all solid waste removal costs.

The Leased Premises is and at all times shall be accessible and compliant with the Americans with Disabilities Act of 1990.

11.2 Repair/Replacement of Capital Items. The Trust will repair or replace any Capital

Item subject to the availability of funds, if the Operator has maintained such items according to the maintenance standards provided by the City.

The Operator shall submit any requests for Capital Item repairs or replacements to the General Manager and must include the estimated cost of repair and replacement cost of each Capital Item. The Operator must also include with the request, a copy of the maintenance record for each Capital Item included. The General Manager of the Trust, or his designee, will decide whether a request for Capital Item repairs or replacements is approved, which approval shall not be unreasonably withheld, conditioned or delayed, and in what manner the repair or replacement may be conducted. This procedure shall also be used for any requests for repairs or replacement of items covered by any Facility related warranties held by the City.

It is agreed and recognized among the Parties that under no circumstances does or shall the City incur any financial obligation to the Operator under the terms of this Agreement. The City is simply a beneficiary of the Trust and the Trust remains solely responsible for payment of all financial obligations made hereunder.

Notwithstanding the foregoing, in the event that the Operator pays for the repair or replacement of a Capital Item because the Trust does not have the funds available for the repair or replacement of such Capital Item, then the Operator shall be entitled to offset the amount paid by the Operator for such repair or replacement of such Capital against the Base Rent and/or Naming Rights Payments payable by the Operator to the Trust pursuant to this Agreement.

11.3 Additions, Modifications, or Renovations.

- (a) The Operator may only make additions, modify, or renovate the Leased Premises upon written approval of the City Manager, which approval shall not be unreasonably withheld, conditioned or delayed.
- (b) Upon receiving such approval and prior to beginning construction, the Operator shall submit all plans and specifications to the City Engineer of City for review and approval.
- (c) After receipt of approval by the City Engineer of plans and specifications, the Operator shall also be required to obtain all building permits, other permits and licenses as required by municipal, state or federal law.
- (d) The Operator shall submit the construction contract and bonds for the additions, modifications, or renovation of Leased Premises to the City Engineer for approval.
- (e) The Operator must notify the City Engineer of the commencement of any construction at least 10 days before beginning of any construction. It is agreed that the City Engineer shall have the right to inspect the construction on the Leased Premises at any time and has authority to issue stop work-orders at any time during construction. The Operator is responsible for and shall barricade or secure any unsafe area pending such construction. Within 30 days of completion of any construction, the Operator shall obtain an unqualified Certificate of Completion from the Operator's licensed architect or engineer for each additions, modifications,

or renovation of Leased Premises and provide such Certificate to the City Engineer with a request for a final inspection. Within 45 days of the completion of any construction, the Operator shall provide a complete set of "as-built" drawings to the City Engineer for approval, including, but not limited to, structures, plumbing, heating, ventilating, air conditioning, mechanical and electrical systems, as may be necessary to document all construction. Each addition, modification, or renovation of Leased Premises shall be submitted to the City Council for final acceptance after receipt of the "as-built" drawings and final inspection by the City Engineer.

All construction contracts with third parties for any construction must require the above provision be followed. Nothing herein shall be deemed to affect or waive any obligation of the Operator or its agents, Subleases, Tenants, or employees to obtain approval of plans by the City Engineer or to obtain any required permits. Nothing herein shall be deemed to affect or waive any inspection of any activity, improvement or facility as required by city ordinances, or state law or federal law.

11.4 Emergency Repairs. The Operator may act, with the consent of the General Manager, in a situation which the Operator determines to be an "emergency" as defined by the provisions of Chapter 2, Article 1, Section 2-35 of the Oklahoma City Municipal Code, with respect to the safety, welfare and protection of the general public, including spending and committing funds held in operating accounts, even if such expenses are not budgeted, provided funds are available in the accounts for any purpose.

The Operator shall, in the event of such emergency, and in a manner generally described in Chapter 2, Article 1, Sections 2-471 - 2-475 of the Oklahoma City Municipal Code, prepare and retain adequate documentation concerning the circumstances surrounding the emergency and any and all funds relating to said emergency. Any emergency repair must comply with the City of Oklahoma City Purchasing Policies and Procedures.

Immediately following such action, the Operator and the General Manager shall determine whether any funds expended related to the emergency should be reimbursed as payment for the repair or replacement of Capital Items. If reimbursement is necessary, such reimbursement shall be paid by the Trust within 60 days of approval of the request for reimbursement.

SECTION 12. OPERATOR'S COVENANTS, AGREEMENTS AND REPRESENTATIONS.

In addition to all other covenants and agreements by Operator found in this Agreement, Operator hereby specifically covenants, agrees and represents as follows:

12.1 Organization. Operator is an Oklahoma limited liability company duly existing and in good standing under the laws of the State of Oklahoma.

12.2 Authorization; Validity and Binding Nature. This Agreement is a legal, valid and binding obligation of the Operator enforceable in accordance with its terms, the making and performance of which has been duly authorized by all necessary company actions.

12.3 Schedule. Operator will provide the Trust with a schedule of all Events scheduled for the then current lease year and will provide periodic updates as other Events are added to the schedule, if applicable.

12.4 No Unlawful Purpose. Operator will not use the Leased Premises for any unlawful purpose or any purpose contrary to the laws of the State of Oklahoma and the ordinances and regulations of Oklahoma County and the City. In using the Leased Premises, Operator shall comply with all applicable laws of the State of Oklahoma and all applicable ordinances and regulations of Oklahoma County and the City.

12.5 Capacity. Operator will not sell, distribute or permit to be sold or distributed tickets or passes in excess of the existing seating capacity of the Stadium, provided, however, for all non-sporting Events the seating capacity will be deemed enlarged to the extent of the use of the field for seating.

12.6 Non-Discrimination. Operator represents and agrees that it is Operator's policy, and shall remain Operator's policy, to operate the Leased Premises so as not to discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, age, citizenship status, veteran status or disability, including but not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Operator agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2), in furnishing or refusing to furnish, to such person or persons the use of the Leased Premises, including any and all services, privileges, accommodations and activities provided thereby. Operator shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of sex, race, religion, creed, ancestry, color, national origin, or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2); provided, however, nothing herein shall require the furnishing to the general public of the use of any facilities or accommodations customarily furnished by Operator solely to its employees, clients, and invitees.

SECTION 13. TRUST'S COVENANTS, AGREEMENTS AND REPRESENTATIONS.

In addition to all other covenants and agreements of the Trust in this Agreement, the Trust hereby specifically covenants, warrants, agrees and represents as follows:

13.1 Organization. The Trust is a duly created and existing Oklahoma public trust with the powers and authorities, among others, as set forth in 60 Okla. Stat. 1991, § 176, *et seq.*, as amended and supplemented and is in good standing under the laws of the State of Oklahoma. As public trust under the laws of the State of Oklahoma, the Trust's sole beneficiary is The City of Oklahoma City.

13.2 Authorization; Validity and Binding Nature. This Agreement is a legal, valid and binding obligation of the Trust enforceable in accordance with its terms, the making and performance of which has been duly authorized by necessary trust action. All approvals, consents and orders of any governmental authority, board, agency, counsel, commission or other body in Oklahoma County, the City or the State of Oklahoma, and the jurisdiction which would constitute conditions precedent to making this a legal, valid and binding agreement have been obtained.

13.3 Use of Leased Premises. No tenants, owners, occupants or other users of land adjoining the Leased Premises will be allowed access to, from or across the Leased Premises or use of the Leased Premises, without the prior written consent of Operator.

13.4 Utilities. The Trust, at its own cost, will furnish, install and maintain adequate utility lines and service connections to serve the Leased Premises. Operator will pay for the utility services which it uses at the Leased Premises, including electricity, natural gas, and garbage and trash service. Electricity will be metered under the City's or the Trust's name and the Trust will use its best efforts to obtain the most favorable rate for the Leased Premises. Operator will pay the Trust for the actual amounts billed to the City or the Trust by the electric utility company for electric services to the Leased Premises within twenty (20) days of receipt of a written request for such payment from the Trust. Water and sanitary sewer service will be under the City's or the Trust's name and the Trust will use its best efforts to obtain the most favorable rates for the Leased Premises. Operator will pay the Trust for fifty percent (50%) of the actual amounts billed to the City or the Trust by the water and sanitary sewer provider for water and sanitary sewer service to the Leased Premises within twenty (20) days of receipt of a written request for such payment from the Trust. The City or the Trust shall be responsible for the other fifty percent (50%) of the costs for water and sanitary sewer service to the Leased Premises

13.5 Compliance with Applicable law. The Trust represents and warrants to Operator that on the Commencement Date the Leased Premises will comply with all laws, ordinances, rules and regulations of the United States of America, the State of Oklahoma, Oklahoma County and the City. The Trust agrees to make, at the Trust's own cost and expense, all necessary changes, remodeling, additions, alterations and improvements to the Leased Premises and appurtenances thereto that may be required at any time during the Initial Term or any Renewal Term of this Lease to make the Leased Premises comply with all laws, ordinances, rules and regulations of the United States of America, the State of Oklahoma, Oklahoma County, and the City, including, without limitation, The Americans with Disabilities Act.

13.6 Assignment by Operator. Operator may not assign this Agreement, or any portion thereof, or any part of Operator's rights hereunder unless approved in writing by the Trust, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Operator may assign this Agreement and Operator's rights hereunder without the approval of the Trust to (i) an entity that is under the same ownership or control as Energy FC, LLC, or (ii) an entity that owns or controls the Energy FC USL Championship Franchise, provided Operator provides written notice of such assignment to the Trust.

13.7 Subleases and Licenses by Operator. Operator is granted the right to sublease and/or license the Leased Premises, or any portion thereof, whether on a short-term or long-term basis, with the prior written consent of the Trust, which consent shall not be unreasonably withheld, conditioned or delayed by the Trust. Operator may sublease and/or license any Stadium restaurant, luxury suites, seating, offices, arcade, novelty stores, signs and signage and all concession facilities and areas without the consent of the Trust. The Trust will be entitled to information concerning attendance and ticket sales and the payment of rent on the same basis as set forth in Section 6 by sublessees of the Leased Premises. Upon written request of Operator, the Trust will enter into a reasonable and appropriate Non-Disturbance Agreement with any sublessee, however, no such Non-Disturbance Agreement shall commit the Trust beyond the terms of this Agreement. The

Non-Disturbance Agreement shall include such reasonable provisions as requested by the sublessee, subject to the reasonable approval of the Trust, but in any event shall (a) reaffirm the City's and the Trust's respective interests in ownership of the Leased Premises, (b) confirm (if true) that this Agreement is in full force and effect without default by Operator (or, if a default exists, specifying the default and the remedy required by the Trust), and (c) provide, in substance, that, so long as the sublessee complies with all the terms of its sublease, the Trust, in exercising its rights and remedies under this Agreement, shall not deprive the sublessee of possession, or the right of possession, of the subleased property during the term of the sublease, or join the sublessee as a party to any action or proceeding in force or terminate this Agreement or obtain possession of the property of this Agreement and the sublease for any reason other than breached by the sublessee of the terms of the sublease which will entitle sublessor to dispose the sublessee thereunder.

13.8 Facility Management. Subject to City approval, which shall not be unreasonably withheld, conditioned or delayed, Operator will have the right to contract with one or more third parties from time to time for the management and/or operation of all or any portion of Operator's operation of the Leased Premises, including, without limitation, any Stadium restaurant, food and beverage (alcoholic and non-alcoholic) concession and other services necessary for the operation of the Leased Premises.

13.9 Taxes, Other Assessments and Fees. At all times during the Initial Term or any Renewal Term of this Agreement, all taxes, business improvement district assessments or fees, if any, legally levied or legally assessed against the City or the Trust, or against the City's or the Trust's respective interests in and to the Leased Premises, or any portion or portions thereof, shall be paid directly by the Trust to the applicable authority and discharged by the Trust before becoming delinquent. It is the intent of this Section 13.9 that the Trust pay any and all taxes, assessments and fees legally levied or legally assessed against the City or the Trust, or against their respective interests in the Leased Premises or any portion or portions thereof, and that Operator pay any and all taxes, assessments and fees legally levied or legally assessed against Operator or against Operator's interest in the Leased Premises or any portion or portions thereof.

SECTION 14. CAPITAL IMPROVEMENT RESPONSIBILITIES.

14.1 Capital Improvements Reserve Account. All funds placed in the Capital Improvements Reserve Account will be used solely by the Trust to help defray Trust's obligations under this Section 14 to provide certain capital improvements to the Leased Premises.

14.2 Capital Improvement Responsibilities. Operator will be responsible for (a) the day-to-day operating costs, janitorial and Event day costs and general clean up expenses for the Leased Premises; (b) day-to-day maintenance of the Leased Premises; and (c) capital expenses that are beyond the responsibility of the Trust pursuant to this Agreement. The Trust, at its sole cost and expense and without charging Operator any direct or indirect management fees or charges of any nature whatsoever, will be responsible for capital improvements necessary to keep the Leased Premises in the same condition as when completed by the City, ordinary wear and tear excepted. The Trust's responsibility for capital improvements, as stated above, shall include, without limitation, capital improvements to, (i) all of the structure (both interior and exterior) and equipment of the Leased Premises, specifically including, but not limited to, scoreboards, roofs, lighting, seats, seating and stands, foundations and walls, and will be responsible for all interior

and exterior repairs of a structural nature or arising out of structural defects; and, (ii) all of the interior and exterior of the Leased Premises, specifically including, but not limited to, the lighting, heating, ventilation, air conditioning, electrical, mechanical, plumbing and elevator systems, and all doors, door closers and ad panels, the playing field, field lighting (excluding bulb and lamp replacement which will be Operator's responsibility and at its cost), scoreboards, landscaping, signs, glass, truck wells and guard rails; and, (iii) all fixtures and appurtenances to the Leased Premises, regardless of whether such capital improvements are extraordinary, unforeseeable or foreseeable, or are not the fault of the Trust, its agents, employees or contractors; provided, the Trust shall not be responsible for capital improvements necessitated by Operator Misuse of the Leased Premises. Additionally, such capital improvements will be in quality and of a class equal to the original work or installation. For purposes of this Section 14.2, the term "Operator Misuse" will not include ordinary wear and tear on the Leased Premises, but will mean any act that causes damage to the Leased Premises or any part thereof and that arises out of uses of the Leased Premises not permitted by the terms of this Agreement or that is caused by negligent or willful acts of Operator, its employees, agents, contractors or concessionaires. Operator may, at its sole option, participate by contributing to the funding and/or providing in-kind services toward the costs of capital expenses.

14.3 Redecoration and Remodeling. During the Initial Term or any Renewal Term, Operator and its successors and assigns will have the right and the privilege, subject to the prior approval of the Trust, which approval shall not be unreasonably withheld, to perform nonstructural redecoration and remodeling to the Leased Premises from time to time as it will see fit and to install lights, partitions, fixtures, signs and other improvements in, upon and about the Leased Premises as in Operator's judgment may be necessary or desirable in the conduct of its business. The costs of such redecoration and/or remodeling and the party responsible for payment thereof will be agreed upon in advance by the Trust and Operator; provided, in the absence of a prior written agreement concerning responsibility for payment, Operator shall be responsible for payment of all such costs. Any nonstructural redecoration or remodeling that the Trust agrees to be responsible for shall be contracted for by the Trust and shall be subject to all competitive bidding requirements applicable to the Trust.

14.4 Trust's Failure to Make Improvements. If Operator notifies the Trust in writing of any necessary capital improvements for which the Trust is responsible hereunder, including, as provided in Section 14.2 of this Agreement, the Trust will complete said capital improvements within a reasonable period of time from the date of said notice. In the event that the Trust fails to perform under this Section 14.4, Operator shall have the option of: (i) terminating this Agreement, or (ii) withholding payment of rent to Trust until any dispute over such capital improvements is resolved by compromise or judicial action. If Operator elects to pursue option (ii) and withholds payment of rent, Operator shall be fully relieved from the payment of all rent withheld to the Trust if the dispute is ultimately resolved in Operator's favor; provided, if the dispute is ultimately resolved in the Trust's favor, Operator shall pay all such withheld rent to Trust.

14.5 Definitions. For the purposes of Section 14, and as used elsewhere in this Agreement, the following words and terms shall have the following meanings: (i) "day-to-day operating costs" shall mean and refer to all daily expenses related to using, or conducting business on, the Leased Premises; (ii) "day-to-day maintenance" shall mean and refer to all actions necessary for the daily upkeep of the Leased Premises; (iii) "capital expenses" shall mean and refer

to all expenses necessary to provide a “capital improvement” or “capital improvements”, as defined hereinafter, to the Leased Premises; and, (iv) “capital improvement” or “capital improvements” shall mean and refer to permanent, long-term betterments of, repairs and maintenance to and/or replacements on the Leased Premises, including, without limitation, all portions of the Leased Premises described in Section 14.2(i) through (iii).

SECTION 15. INSURANCE; CASUALTY LOSSES.

15.1 Operator’s Insurance. Operator will at all times during the Initial Term or any Renewal Term keep in full force and effect a public liability insurance policy issued by an insurance company authorized to do business in the State of Oklahoma, such policy to insure Operator, the Trust and the City, against all legal liability for injury to persons (including wrongful death) and damage to property caused by Operator’s use and occupancy of the Leased Premises or otherwise caused by Operator’s activities and operation thereon, with liability limits of not less than the Trust’s limits of liability as provided for in the Oklahoma Governmental Tort Claims Act, 51 Okla. Stat. §§ 151, *et seq.*, as now provided and as may be amended from time to time. Operator will also carry workmen’s compensation insurance to the extent and in the manner required by the laws of the State of Oklahoma or will carry adequate employee’s liability insurance. Operator will furnish the Trust with a certificate of such insurance which will provide that the City and the Trust are additional insureds under said policy or policies and cannot be canceled or materially modified except upon thirty (30) days advance written notice to Trust and the City.

15.2 Trust’s Insurance. The Trust, during the Initial Term or any Renewal Term, will keep in full force and effect all risk property insurance with the Operator being an additional insured with such policy written by a financially responsible insurance company, duly authorized to do business in the State of Oklahoma in an amount in any event not less than the full replacement value of the Leased Premises, including, without limitation, any improvements made to the Leased Premises, as determined from time to time. The Trust will furnish Operator with a certificate of such insurance, together with copies of all applicable endorsements, which will be an occurrence policy or policies and will provide the Operator as an additional insured under said policy or policies which cannot be canceled or materially modified except upon thirty (30) days advance written notice to Operator. Operator understands and acknowledges that such all-risk property insurance shall be subject to a deductible as established by the City Council from time to time and is currently established as follows: (i) for wind/hail damage is 2% of the value of the building with a minimum deductible of \$500,000 and a maximum deductible of \$2.5 million; and, (ii) for all other perils (including flood/earthquake) is \$500,000.

15.3 Destruction of Leased Premises. In the event the Leased Premises should be partially destroyed (less than twenty percent (20%)) as a result of fire or other casualty, regardless of the cause, then the Trust will, at its sole cost and expense, promptly, and in any event within thirty (30) days, or within such longer period of time as may be necessary for the Trust to comply with public competitive bidding laws, commence to build or replace the same in as good condition as prior to such casualty, or if the Trust is unable to commence such rebuilding or replacement within thirty (30) days then as promptly thereafter as possible, provided that the Trust is proceeding diligently and in good faith to commence rebuilding or replacement. Such rebuilding or replacement will be completed within six (6) months following commencement thereof. In the event the Leased Premises should be substantially (twenty percent (20%) or more) destroyed as a

result of fire or other casualty, regardless of the cause, or it should be untenable and unfit for occupancy at any time during the Initial Term or any Renewal Term of this Agreement, then Operator may, at Operator's sole option, in writing within fifteen (15) days of such occurrence, (i) require the Trust to promptly, and in any event within thirty (30) days of such notice from Operator, or within such longer period as may be necessary for the Trust to comply with public competitive bidding laws, commence to build or replace the same as aforesaid, which rebuilding and replacement will be completed within one (1) year following such substantial destruction, or (ii) terminate this Agreement, effective on the date of such casualty. Rent will abate proportionately to the use in the event of partial or substantial destruction during the term of this Agreement. The Trust will have no interest or claim to any portion of the proceeds of any insurance carried by Operator on Operator's personal property. Notwithstanding the foregoing provisions of this Section 15.3, it is expressly understood and agreed that any promise of Trust hereunder to build, rebuild or replace the Leased Premises in the event of destruction thereof shall be subject to the availability of sufficient insurance proceeds for such purposes and that if the Trust does not have sufficient insurance proceeds therefor, then the Leased Premises shall not be built, rebuilt or replaced by the Trust. However, notwithstanding the foregoing, if the Trust does have sufficient insurance proceeds to build, rebuild or replace the Leased Premises in the event of destruction, then the Trust shall build, rebuild or replace the Leased Premises with such insurance proceeds. In the event the Trust does not build, rebuild or replace the Leased Premises pursuant to this Section 15.3 to Operator's reasonable satisfaction, Operator shall have the right to terminate this Agreement.

15.4 Eminent Domain Affecting Leased Premises. In the event any part of the Leased Premises should be taken by any public authority under the power of eminent domain or by transfer in lieu thereof, then the terms of this Agreement shall cease on that part of the Leased Premises on the date of condemnation or transfer in lieu thereof, and the rent shall be paid up to that day, and from that day, the rent due under this Agreement shall be reduced in proportion to the amount of the Leased Premises taken. Provided, however, that should five percent (5%) or more of the Leased Premises be taken by the power of eminent domain or by transfer in lieu thereof, the Trust shall give Operator written notice thereof and Operator shall have the option, to be exercised within sixty (60) days after receipt of written notice, to terminate this Agreement and declare the same null and void effective on the date such option is exercised. If Operator should not elect to terminate this Agreement, then Trust shall, at its sole cost, build on the new building line, parking area, common area, wall or front similar to the one removed or if no parking area, common area, building or structure is affected reconstruct whatever is necessary to create a unified project similar to the original Leased Premises, to the reasonable satisfaction of the Operator. It is understood and agreed that any and all condemnation awards or payments shall be paid to and retained by the Trust, except that Operator shall be entitled to any award or payment made for (a) damage to fixtures, equipment and merchandise owned by Operator, and the cost of the removal of the same; (b) loss of Operator's business or revenue and Operator's moving expenses; and, (c) Operator may remove Operator's property from the Leased Premises .

SECTION 16. DEFAULT AND TERMINATION.

16.1 Operator's Default: Trust's Right to Terminate on Default. In the event Operator should (i) default in payment of rent, or (ii) make a misrepresentation, breach of warranty or default in fulfillment of any of the covenants, warranties or agreements of this Agreement, the Trust may

terminate this Agreement without further obligation to Operator. To exercise such right of termination, the Trust will give Operator written notice of such default by certified mail and Operator will have thirty (30) days from the date of receiving such notice to correct same. Should Operator fail to correct such default in said thirty (30) day period, the Trust may, in addition to all other rights available to the Trust under Oklahoma law, at its option, terminate this Agreement. Notwithstanding the cure periods set forth herein, in the event of any default in the payment of rental Operator will pay to the Trust a late charge equal to ten percent (10%) of such overdue amount from the due date until paid. In the event Operator should fail to comply with any other covenant, agreement or provision of this Agreement, the Trust will give Operator written notice of such default by certified mail. Should such default continue to exist at the expiration of sixty (60) days from the date of receipt of such notice, and Operator is not then engaged in reasonable, prudent efforts to cure such default, the Trust will then give Operator a second written notice by certified mail, and five (5) days from the receipt of such second notice, the Trust may, in addition to all other rights available to Trust under applicable law, at its option, terminate this Agreement. Should Operator correct its default within the time provided or correct such default by action commenced during such time period and reasonably prudently pursued thereafter, then Operator's rights hereunder will be re-established as though said default had not occurred.

16.2 Bona Fide Dispute. Operator's failure to pay rent as provided in Section 6 will not be sufficient grounds for termination of this Agreement by the Trust if *such* failure is the result of a bona fide dispute as to the amount due and payable.

16.3 Trust's Default; Operator's Right to Terminate on Default. Should the Trust make a misrepresentation, breach of warranty or default in fulfillment of any of the covenants, warranties or agreements of this Agreement and fails to cure or correct same within thirty (30) days from receipt of written notice from Operator of such default (except for failure to make capital improvements as set forth in Section 14 of this Agreement which will not require thirty (30) days written notice), Operator, at its option, may (i) cure or correct and/or assert the Trust's rights to cure or correct such default and deduct any and all costs incurred thereby from rent due or becoming due until Operator will be reimbursed in full for the costs of such correction; (ii) withhold payment of rent to the Trust until any dispute between the Trust and Operator over such default is resolved by compromise or judicial action; (iii) seek and enforce specific performance under this Agreement by the Trust; or, (iv) Operator may, in addition to all other rights available to Operator under applicable law, terminate this Agreement without any further liability, duty, obligation or responsibility hereunder; provided, if the Operator elects to pursue option (ii) above and withholds payment of rent to the Trust, Operator shall be relieved of the payment of such rent to the Trust if the dispute is ultimately resolved in Operator's favor; provided, further, if such dispute is ultimately resolved in the Trust's favor, Operator shall pay all rent withheld to the Trust. In the event Operator exercises its right to terminate this Agreement whether in accordance with this Section 16.3 as a result of a default by the Trust or as otherwise provided in this Agreement (a) Operator may remove Operator's property from the Leased Premises, and (b) Operator will have no further obligations or liability to the Trust under this Agreement. Provided, if this Agreement is terminated in accordance with the provisions of Sections 15, 16.3 and/or 16.5, Operator will be entitled to the additional compensation set forth in such sections.

16.4 Costs and Attorneys' Fees. If Operator or the Trust brings any action against the other arising out of this Agreement, including any suit by the Trust for the recovery of rent or other

payments hereunder, or possession of the Leased Premises, the losing party will pay the prevailing party a reasonable sum for attorneys' fees and costs incurred in such suit, at trial and on appeal.

16.5 Arbitration. At the option and request of either the Trust or Operator, whether made before or after the institution of any legal proceeding, action, dispute, claim or controversy of any kind, now existing or hereafter arising between the parties in any way arising out of this Agreement (collectively, "Disputes"), such Disputes will be submitted to non-binding arbitration in accordance with the Rules of Commercial Arbitration (the "Rules") of the American Arbitration Association in effect at the time of this Agreement and pursuant to the following additional provisions: (a) The Federal Arbitration Act (the "Federal Act"), as supplemented by the Oklahoma Arbitration Act (the "Oklahoma Act") to the extent not inconsistent with the Federal Act, shall apply to the arbitration; and (b) All Disputes shall be determined by non-binding arbitration and administered by the American Arbitration Association in accordance with the Rules, the Federal Act and the Oklahoma Act (collectively, the "Arbitration Program"). In the event of any inconsistency between the Arbitration Program and any statute and rules, the Arbitration Program shall control. If mutually agreed to by the Trust and Operator, judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction: provided, however, (a) the non-binding arbitration shall take place in Oklahoma City, Oklahoma, and the final non-binding arbitration award shall be issued at the place of arbitration; and, (b) if either the Trust or Operator are dissatisfied with the award of the arbitrators such award will be non-binding and either the Trust or Operator may take whatever legal action they deem necessary.

SECTION 17. REDELIVERY OF LEASED PREMISES. Operator will, at the termination or expiration of this Agreement or any extension thereof, peacefully quit, surrender and deliver up to the Trust, its successors or assigns, the Leased Premises in good condition, with the exception of usual wear and tear, fire, the elements, civil riot, war or other unavoidable casualty, loss or damage, regardless of the cause.

SECTION 18. HOLDING OVER. In the event Operator should remain in possession of the Leased Premises after expiration of this Agreement without the execution of a new lease agreement, Operator will be deemed to be occupying the Leased Premises as a tenant from month to month, subject to all the conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month-to-month tenancy; provided, that the rent payable under this Agreement will be calculated and paid on the same basis as in effect on the date of expiration.

SECTION 19. REMOVALS BY OPERATOR. Operator will have the right at any time prior to or upon termination or expiration of this Agreement to remove, and a reasonable time to do so, any and all of its merchandise, goods, machinery, equipment, counters, shelving, light fixtures, signs and other fixtures (regardless of the manner in which any of said items have been attached or fastened to the Leased Premises) which it owns and has placed in, upon and about the Leased Premises, as well as any and all personal property located in the Leased Premises and owned by Operator at such time. In removing such personal property, Operator will not materially injure or damage the Leased Premises and any such material damage resulting will be repaired at the expense of Operator. It is understood that a bona fide dispute between the Trust and Operator as to rent claimed to be due will not operate to prevent removal of property by Operator pursuant to

this Section 19 but in such event Operator will have the right to remove the same as if no rent were then due. The Trust hereby waives all claims, rights or liens including, without limitation, security interests or any "Landlord's lien," whether by statute or common law, in Operator's personal property or fixtures.

SECTION 20. NOTICES. All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses. Addresses may be changed by either party giving ten days prior written notice thereof to the other party.

The City:

Craig Freeman, City Manager
The City of Oklahoma City
200 N. Walker, 3rd Floor
Oklahoma City, Oklahoma 73102

With copy to:

Amy Simpson, City Clerk
The City of Oklahoma City
200 N. Walker, 2nd Floor
Oklahoma City, Oklahoma 73102

The Trust:

Craig Freeman, General Manager
The Oklahoma City Public Property Authority
200 N. Walker, 3rd Floor
Oklahoma City, Oklahoma 73102

The Operator:

Energy FC, LLC
1001 N. Broadway Ave.
Oklahoma City, OK 73102

In the event the rental payment address is changed in connection with the transfer of the Leased Premises, Operator will not be required to comply with such notice unless the same is accompanied by evidence reasonably satisfactory to Operator of such change of ownership and any payments made by Operator prior to receiving such reasonably satisfactory evidence will be deemed properly paid.

SECTION 21. MEMORANDUM OF LEASE AGREEMENT. The Trust agrees that it will not record this Agreement, but on or prior to the Commencement Date, will execute a Memorandum of Lease Agreement, in the form of attached Exhibit "A", which will set forth a legal description of the Land, the Initial Term of this Agreement, the option for one or more Renewal Terms and any other provisions hereof as Operator and the Trust may agree. Said Memorandum of Lease Agreement shall be recorded in the real property records of the Oklahoma

County Clerk.

SECTION 22. MISCELLANEOUS.

22.1 Limitation of Operator Liability. Notwithstanding and prevailing over any contrary provision or implication in this Agreement, the officers, employees, agents, members or managers of the Operator (the “Operator Personnel”), shall not in any way be liable hereunder or with respect hereto; no deficiency or other monetary or personal judgment of any kind shall be sought or entered against any of the Operator Personnel with respect to liability hereunder or with respect hereto; no judgment with respect to liability hereunder or with respect hereto shall give rise to any right of execution or levy against the assets of any of the Operator Personnel other than their interest in this Agreement and in the Operator; and the liability of the Operator hereunder shall be limited to the assets of the Operator, if any. The limitations of this Section 22.1 shall in no way limit either party’s rights to specific performance of each and every provision of this Agreement.

22.2 Force Majeure. Failure in performance by either party hereunder shall not be deemed a default or breach hereunder and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein when such failure or non-occurrence is due to war; insurrection; strikes; lock outs; riots; floods; earthquakes; fires, acts of God; acts of the public enemy; epidemics; pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather or any other causes beyond the control, and without the fault, of the party claiming an extension of time to perform.

22.3 No Partnership. It is intended by the parties that a lessor-lessee relationship be created by this instrument, and that nothing herein contained will be deemed to constitute the creation of a partnership or joint venture.

22.4 Entire Agreement. It is intended by the parties that this Agreement will supersede, nullify and void any previous agreements, contracts, leases and supplements thereto between the parties herein or their predecessors in interest.

22.5 Binding Effect. This Agreement and any renewal or extension thereof will be binding upon and will inure to the benefit of the parties hereto, their respective successors and assigns.

22.6 Time of the Essence. Time is of the essence of this Agreement.

22.7 Non-Waiver. The failure of either party, at any time or times hereafter, to require strict performance by the other party of any provision of this Agreement will not constitute a waiver or affect or diminish any right of any party thereafter and demands strict compliance and performance therewith. Any suspension or waiver by the party of a Default of any occasion under this Agreement will not suspend, constitute a waiver or affect any other default by the other party.

22.8 Governing Law. This Agreement and any performance under it shall be construed, and enforced in accordance with, and governed by, the laws of the State of Oklahoma.

22.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes of this Agreement, be deemed an original, but all of which shall

constitute one and the same agreement.

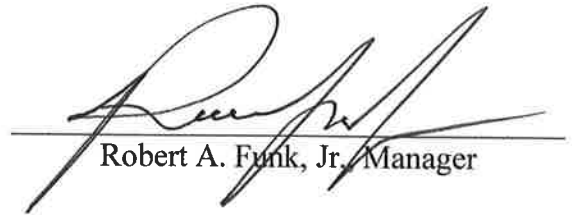
22.10 Remedies Cumulative. No remedy conferred under this Agreement shall be exclusive of any other remedy, and each remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more remedies by a party hereto shall not be deemed, and shall not constitute, a waiver of that party's right to pursue any other available remedy or remedies.

22.11 Severability. If any one or more of the covenants, agreements or provisions of this Agreement shall *be* determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements and provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement and this Agreement shall continue in force to the fullest extent permitted by law; provided, however, in such event Operator will have the option to terminate this Agreement.

22.12 Leasehold Mortgage Permitted; Trust's Approval Required. Operator shall from time to time and at any time have the right to grant a mortgage, deed of trust, security interest or other instrument in the nature thereof encumbering Operator's interest in this Agreement (collectively, "Leasehold Mortgage"); provided, the Trust shall have the right in its sole discretion to approve the mortgagee(s) and the amount, terms and provisions of any Leasehold Mortgage, which approvals will not be unreasonably withheld, conditioned or delayed, and any proposed assignment of such mortgage or any interest therein by the mortgagor or mortgagee(s), and any Leasehold Mortgage or assignment thereof not approved by the Trust shall be void and unenforceable.

APPROVED by Energy FC, LLC this 11 day of January, 2024.

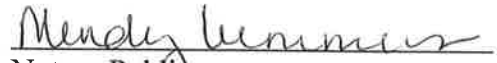
Energy FC, LLC


Robert A. Funk, Jr., Manager

State of Oklahoma)
) SS.
County of Oklahoma)

This instrument was acknowledged before me on the 11th day of January, 2024,
by Robert A. Funk, Jr., as Manager of Energy FC, LLC.

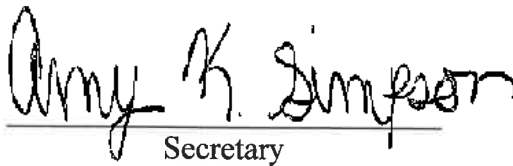



Mindy Lummus
Notary Public
Commission No.: 01019438

My Commission expires: 11/27/25

APPROVED by the Oklahoma City Public Property Authority this 13TH day of FEBRUARY,
2024.

ATTEST:


Secretary



**OKLAHOMA CITY PUBLIC
PROPERTY AUTHORITY**


CHAIRMAN

APPROVED by the City Council and **SIGNED** by the Mayor of The City of Oklahoma City this
13TH day of FEBRUARY, 2024.

THE CITY OF OKLAHOMA CITY

ATTEST:

Amy K. Simpson
City Clerk



David Holt
MAYOR

REVIEWED for form and legality.

Karen K. McDevitt
Assistant Municipal Counselor

Exhibit A

MEMORANDUM OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Oklahoma City Public Property Authority, an Oklahoma public trust ("Lessor") hereby leases to Energy FC, LLC, an Oklahoma limited liability company ("Lessee"), certain real property situated in Oklahoma County, State of Oklahoma, and more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Real Property") for an Initial Term of fifteen (15) years commencing on the Commencement Date (as defined in the Lease Agreement, defined below), and two Renewal Terms of five (5) years each, if renewed.

This Memorandum of Lease is subject to all the terms, conditions and provision of the unrecorded MAPS 4 Stadium Lease and Management Agreement dated as of _____, 2024, by and among Lessor, Lessee and the City of Oklahoma City (the "Lease Agreement"), which Lease Agreement is hereby incorporated herein and made a part hereof by reference to the same extent as if all of the provisions thereof were set forth in full herein.

The Lease Agreement constitutes the complete agreement among Lessor, Lessee and the City of Oklahoma City, and this Memorandum of Lease will not be construed to modify or amend the Lease Agreement in any respect. In the event of any inconsistency between the terms of this Memorandum of Lease and the Lease Agreement, the terms of the Lease Agreement shall govern.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease this _____ day of _____, 2024.

[Signatures Pages Follow.]

APPROVED by the Oklahoma City Public Property Authority this ____ day of _____,
2024.

ATTEST:

**OKLAHOMA CITY PUBLIC
PROPERTY AUTHORITY**

Secretary

CHAIRMAN

DRAFT

APPROVED by the City Council and **SIGNED** by the Mayor of The City of Oklahoma City this _____ day of _____, 2024.

THE CITY OF OKLAHOMA CITY

ATTEST:

City Clerk

MAYOR

REVIEWED for form and legality.

Assistant Municipal Counselor

DRAFT

APPROVED by Energy FC, LLC this _____ day of _____, 2024.

Energy FC, LLC

State of Oklahoma)
) SS.
County of Oklahoma)

Robert A. Funk, Jr., Manager

This instrument was acknowledged before me on the _____ day of _____, 2024,
by Robert A. Funk, Jr., as Manager of Energy FC, LLC.

(Seal)

Notary Public

Commission No.: _____

My Commission expires: _____