

AMENDMENT NO. 2 TO MANAGEMENT AGREEMENT

This Amendment No. 2 to Management Agreement (“2nd Amended Agreement”) is entered into as set forth below among The City of Oklahoma City (“City”), the Oklahoma City Public Property Authority (“OCPPA”), and OKC Public Tennis, LLC (“OKC Public Tennis”).

WITNESS:

WHEREAS, the City owns the Oklahoma City Tennis Center, located in Will Rogers Park, at 3400 North Portland Avenue; and the Earlywine Tennis Center, located in Earlywine Park, at 3033 Southwest 119th Street (collectively, the “Tennis Centers”); and

WHEREAS, the Tennis Centers provide venues for public tennis and recreation and promote tennis-related activities, including, but not limited to, league play and tournaments; and

WHEREAS, Since 2010, the City and OCPPA have entered into a series of Management Agreements (“Agreements”) with OKC Public Tennis for management and operation of the Tennis Centers; and

WHEREAS, on August 16, 2016, the parties entered into the current Agreement, incorporated herein by reference (Items No. VII.BF. and PPA.C.); and

WHEREAS, on February 2, 2021, the parties approved Amendment No. 1 to the current Agreement, incorporated herein by reference, which modified certain provisions and updated language for consistency with current City policies (Items No. VII.AU. and PPA.B.); and

WHEREAS, the parties wish to enter into this 2nd Amended Agreement to modify the Agreement’s consideration section.

NOW, THEREFORE, the parties agree:

1. AMENDMENT TO SECTION 19., CONSIDERATION

- A. Based on the Financial Plan submitted by OKC Public Tennis, which included an estimated baseline revenue of seven hundred thousand dollars (\$700,000) per year from its operation of the Tennis Centers, the parties agree to the revenue-sharing provisions contained in Subsection 19.B.
- B. During Years Two through Ten (2-10) of this Agreement, OKC Public Tennis shall remit to the City and OCPPA twenty percent (20%) of all annual gross revenue above ~~seven hundred thousand dollars (\$700,000)~~ eight hundred and fifty thousand dollars (\$850,000). As used in this Section, “gross revenue” shall be the total amount of sales at the Tennis Centers prior to any deductions.

2. OTHER TERMS AND CONDITIONS TO REMAIN IN EFFECT

Except as specifically revised herein, all other terms and conditions of the Agreement dated August 16, 2016, as amended on February 2, 2021, shall remain in full force and effect.

APPROVED by OKC Public Tennis, LLC, this 3rd day of August, 2023.

[Signature]
Authorized Agent

Cleveland County)
State of Oklahoma) SS:



This instrument was acknowledged before me on this 3rd day of August, 2023.

Notary Public [Signature] My commission expires 8/24/2027

APPROVED by the Oklahoma City Public Property Authority this 29TH day of AUGUST, 2023.

[Signature]
Secretary



[Signature]
Chairman

APPROVED by the Council of The City of Oklahoma City this 29TH day of AUGUST, 2023.

[Signature]
City Clerk



[Signature]
Mayor

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor