

**AMENDMENT NUMBER TWO TO SUBLEASE AGREEMENT BETWEEN
THE CITY OF OKLAHOMA CITY,
THE OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY
AND
OKLAHOMA STATE FAIR, INC.**

This Amendment No. 2 to the October 3, 2006 Sublease is made this 29th day of August, 2023, between the City of Oklahoma City ("City"), the Oklahoma City Public Property Authority ("OCPPA") and Oklahoma State Fair, Inc. ("Lessee"), collectively the "Parties."

WHEREAS, the Fairgrounds is owned in fee simple by the City of Oklahoma City and the City leases the Fairgrounds to the OCPPA. The OCPPA and the City have subleased the Fairgrounds to Oklahoma State Fair, Inc., pursuant to an October 3, 2006 Sublease Agreement ("Sublease"). The Fairgrounds property is more particularly described in Attachment 1 to Amendment 2 Exhibit A, Electric Easement Agreement hereto, and includes various buildings, facilities, and improvements; and

WHEREAS, in consideration for Lessee's exclusive use of the Fairgrounds, Lessee manages and operates the property for the annual Oklahoma State Fair and other special purposes such as public and private, permanent and temporary shows, attractions, events, concerts, performances, conventions, sports events, exhibits, and exhibitions, all of which provide substantial economic benefits to the City through increased sales and hotel taxes; and

WHEREAS, the Sublease was subject to an agreement with the Kirkpatrick Foundation, Inc. ("Foundation"), whereby the Foundation leased one building on the Fairgrounds property. Prior to the Foundation's lease of the subject building, it was leased to the Oklahoma Science and Arts Foundation, Inc. and the Oklahoma Arts Center. Most recently the Foundation allowed the building to be used by the Oklahoma Children's Theatre; and

WHEREAS, the building lease with the Foundation terminated on August 31, 2022, at which time the facility became subject to the Sublease and became part of the Fairgrounds property to be operated and managed by Oklahoma State Fair, Inc.; and

WHEREAS, Oklahoma Gas and Electric ("OG&E") seeks to purchase a tract of land on the Fairgrounds suitable for constructing and operating an electrical substation that will enable OG&E to provide a dependable and sufficient supply of electrical power to the Fairgrounds and the surrounding area in support of recreational and educational purposes for years to come; and

WHEREAS, as a part of the electrical substation purchase, OG&E requires a thirty-five (35) foot wide permanent easement ("Electrical Easement Agreement") along the west and south boundaries of the Substation Site, more particularly described in Attachment 4 to Amendment 2 Exhibit A, Electric Easement Agreement, to allow for the installation of underground distribution circuits, necessary for the distribution of electric current, associated with future customer load demands and service requirements; and

WHEREAS, this Amendment No. 2 is necessary for two reasons - to document the Lessee's consent to the Electrical Easement Agreement and sale of a portion of the Fairgrounds to OG&E, which will now no longer be part of the Fairgrounds, and to document the termination of the Kirkpatrick Foundation's lease of a building on the Fairgrounds, which will now become part of the Fairgrounds property subject to the Sublease with Oklahoma State Fair, Inc.

NOW THEREFORE, it is mutually agreed by the Parties to amend the Agreement as follows:

All terms and provisions of the October 3, 2006 Sublease between the City of Oklahoma City, the Oklahoma City Public Property Authority ("OCPPA"), and Oklahoma State Fair, Inc., and the provisions of the July 15, 2014 First Amendment to Sublease Agreement, shall remain the same and in full force and effect except for the following amendments indicated by underlining and strike-throughs, to Sections 2.3, 4.5, Exhibit A and Exhibit D of the Sublease:

Section 2.3. Exclusion. The Leased Premises does not include the Park's Maintenance Facility or the Athletic Field noted on the diagram of the Leased Premises attached as Exhibit B, and will be subject to the existing lease with the National Reining Horse Association dated August 15, 1998, as amended (the "NRHA Lease"), with respect to the premises described in Exhibit C (the "NRHA Premises") ~~and the existing lease with the City Arts Center (the "Arts Center Lease") with respect to the premises described on Exhibit D (the "Arts Center Premises")~~. At such time as ~~either the NRHA Lease or the Arts Center Lease terminates~~ for any reason, the NRHA Premises ~~and the Arts Center Premises, as applicable,~~ shall become a part of the Leased Premises subject to this Lease. The Lease Premises also excludes the OG&E substation property as identified in Attachment 3 to Amendment 2 Exhibit A, Electric Easement Agreement, which is subject to the Electrical Easement Agreement, which is consented to by Lessee and incorporated herein.

~~**Section 4.5. City Arts Center.** Notwithstanding Sections 4.2 and 4.3 above, Lessee will have no obligation to perform maintenance on or provide utilities with respect to the Arts Center Premises except as may otherwise be agreed in writing by Lessor and Lessee.~~

Exhibit A. Fairgrounds. Real Property.

All of the East Half (E/2) of Section 36, Township 12 North, Range 4 West, of the Indian Meridian, and all of the West Half (W/2) of Section Thirty-six (36), Township Twelve (12) North, Range Four (4) West of the Indian Meridian, lying East and South of the East and South right-of-way line of Interstate Highway 44 (I-44) and its interchange with Northwest 10th Street, Oklahoma County, Oklahoma, less and except the following:

A part of the Southeast Quarter (SE/4) of Section Thirty-six (36), Township Twelve (12) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: BEGINNING at a point 586.17 feet East and 142.00 feet North of the Southwest Corner of the Southeast Quarter (SE/4) of said Section Thirty-six (36); THENCE North 300.00 feet; THENCE East 227.00 feet; THENCE South 300.00 feet; THENCE West

227.00 feet to the POINT OF BEGINNING; and

A part of the Southeast Quarter (SE/4) of Section Thirty-six (36), Township Twelve (12) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: BEGINNING at a point 153.17 feet East and 142.00 feet North of the Southwest Corner of the Southeast Quarter (SE/4) of said Section Thirty-six (36); THENCE North $00^{\circ}06'26''$ West 300 feet; THENCE South $89^{\circ}56'26''$ East 433.00 feet; THENCE South 300.00 feet; THENCE West 433.00 feet to the POINT OF BEGINNING; and

A part of the Northeast Quarter (NE/4) of Section Thirty-six (36), Township Twelve (12) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: COMMENCING at the Northwest corner of said Northeast Quarter (NE/4) of Section Thirty-Six (36), said point being a Cut X; Thence South $89^{\circ}47'36''$ East on the North Line of said Northeast Quarter (NE/4) A distance of 786.81 Feet; THENCE South $00^{\circ}12'24''$ West a distance of 89.00 Feet to the POINT OF BEGINNING, said point being a 5/8" Iron Pin with CA32 Cap; THENCE North $77^{\circ}40'19''$ East a distance of 52.00 Feet to a 5/8" Iron Pin with CA32 Cap; THENCE North $81^{\circ}21'26''$ East a distance of 125.00 Feet to a 5/8" Iron Pin with CA32 Cap; THENCE North $87^{\circ}04'44''$ East a distance of 183.00 Feet to a 5/8" Iron Pin with CA32 Cap; THENCE South $00^{\circ}12'24''$ West a distance of 286.30 Feet to a 5/8" Iron Pin with CA32 Cap; THENCE South $44^{\circ}14'46''$ West a distance of 83.04 Feet to a 5/8" Iron Pin with CA32 Cap; THENCE North $89^{\circ}47'36''$ West on a line parallel with and 394.50 Feet South of the North Line of said Northeast Quarter (NE/4) a distance of 299.27 Feet to a 5/8" Iron Pin with CA32 Cap; THENCE N $00^{\circ}12'24''$ East a distance of 305.50 Feet to the POINT OF BEGINNING.

And,

~~All of the West Half (W/2) of Section Thirty-six (36), Township Twelve (12) North, Range Four (4) West of the Indian Meridian, Oklahoma County, Oklahoma, lying East and South of the East and South right-of-way line of Interstate Highway 44 (I-44) and its interchange with Northwest 10th Street.~~

~~Exhibit D. City Arts Center Premises.~~

~~A tract of land in the Northeast (NE/4) Quarter of Section Thirty-six (36), Township Twelve (12) North, Range Four (4) West of the Indian Meridian, being in Block 9 of the State Fairgrounds generally described as follows:~~

~~BEGINNING at the intersection of Fox Street and General Pershing Avenue; THENCE South to the intersection of Fox Street and Charlie Street; THENCE Southwest along Charlie Street a distance of 250 feet; THENCE Northwest a distance of 200 feet to a point; THENCE Northeast to the place of beginning.~~

APPROVED BY the Mayor and City Council of the City of Oklahoma City this 29th day of August, 2023.

The City of Oklahoma City

ATTEST

Amy K. Simpson
City Clerk



Daid Holt
Mayor

APPROVED BY the Oklahoma City Public Property Authority this ____ day of _____, 2023.

ATTEST

Amy K. Simpson
Secretary



Oklahoma City Public Property Authority
Daid Holt
Chairman

Reviewed as to form and legality.

Walter Cole
Deputy Municipal Counselor

APPROVED:

Oklahoma State Fair, Inc.

By: [Signature]
Kirk Slaughter, President

State of Oklahoma)
Canadian) SS.
County of Oklahoma)

This instrument was acknowledged before me on the 15th day of August, 2023, by Kirk Slaughter as President of Oklahoma State Fair, Inc.

[Signature]
Notary Public



My Commission expires: 5/2/26

Commission No.: 22006162