

STATE OF OKLAHOMA
TOURISM AND RECREATION DEPARTMENT
SUBLEASE AMENDMENT

W I T N E S S E T H:

WHEREAS, the Oklahoma Tourism and Recreation Commission is duly authorized and empowered to own, operate and maintain park and recreational properties, and to make improvements thereon, for the benefit of the people of the State of Oklahoma, and to lease a property which said Commission shall determine advisable to more fully carry into effect the duties and powers of said Oklahoma Tourism and Recreation Department, as authorized under [Title 74 O.S. Section 2212].

WHEREAS, Chickasaw Country, LLC, is an Oklahoma Limited Liability Company.

Amendment

THIS Amendment is being entered into by the OKLAHOMA TOURISM AND RECREATION DEPARTMENT ("State") and CHICKASAW COUNTRY, LLC ("Chickasaw Country"). The purpose of this Amendment is to renew the sublease ("Sublease") entered into by and between, the State and Chickasaw Country on August 29th 2011, last amended June 20th, 2017 ("Last Amendment"). The renewal shall be for the State's fiscal year running from July 1st, 2019, through June 30th, 2020. The terms of the Sublease may be extended further unless either party notifies the other in writing within 90 days of its desire to terminate the Sublease.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

All terms and conditions outlined in the original Sublease dated August 29th, 2011, as amended, shall be honored by both parties. The only revision to the original Sublease, as amended, is clarification on reimbursements the State will make to Chickasaw Country, as follows:

Invoicing: As agreed to in the Last Amendment, the State will reimburse Chickasaw Country for electricity, water and garbage removal ("Utilities") under the Sublease, Section 7. Chickasaw Country agrees to submit quarterly invoices for all Utilities that are paid by Chickasaw Country to be reimbursed by the State under the terms of this Amendment. Chickasaw Country agrees to submit invoices as follows:

- At the Date of Execution of this Amendment – For the period of July 1st thru September 30th, 2019
- January 31st – For the period of October 1st thru December 31st, 2019

- April 30th – For the period of January 1st thru March 31st, 2020
- July 31st – For the period of April 1st thru June 30th, 2020

Chickasaw Country shall submit an itemized invoice to the State with attached backup copies of Utility invoices paid by Chickasaw Country to:

Jennifer Mullins
 Travel Promotion Director
 Oklahoma Tourism & Recreation Department
 PO Box 52002
 Oklahoma City, Oklahoma 73152-52002

IN WITNESS WHEREOF, the parties hereto have cause these presents to be executed the day and year first above written.

Paige Shepherd

Paige Shepherd
 Authorized Signatory
 Chickasaw Country, LLC

Date: 7/15/19

STATE OF OKLAHOMA)
) ss.
 COUNTY OF Pontotoc)

On this 15th day of July, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Paige Shepherd, representative of Chickasaw Country known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS, my hand and seal the date last above written.

17011723 12/29/21 Melissa Garner
 Commission # and Expiration Notary Public



IN WITNESS WHEREOF, the parties hereto have cause these presents to be executed the day and year first above written.

Jerry Winchester
Jerry Winchester,
Executive Director,
Oklahoma Tourism & Recreation Department

Date: 7/16/19



On this 16th day of July, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jerry Winchester known to me to be the Executive Director of Oklahoma Tourism & Recreation Department and acknowledged to me that he executed the foregoing instrument in such capacity on behalf of such entity, for the uses and purposes therein set forth.

WITNESS, my hand and seal the date last above written.

12009890 10/18/20
Commission # and Expiration

Toni J. Lovecchio
Notary Public

