

STATE OF OKLAHOMA
TOURISM AND RECREATION DEPARTMENT
SUBLEASE Amendment

W I T N E 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, The Chickasaw Nation is a federally recognized, sovereign, and self-governing American Indian Nation possessing powers to regulate its citizens and activities within its Indian Country, as that term is defined by Federal law and the Nation's Constitution. The Oklahoma State Constitution, Article 1, Section 3, and other acts of the State have disclaimed jurisdiction in such Indian Country; and

WHEREAS, the Chickasaw Nation Division of Commerce ("CNDC") is an Executive Department Agency of the Nation and is responsible for developing, implementing, and administering economic development strategies and initiatives to support the Nation's economic health and provision of governmental services to its citizens.

Amendment

THIS Amendment is being entered into by the OKLAHOMA TOURISM AND RECREATION DEPARTMENT (hereinafter referred to as the "State") and The Chickasaw Nation, hereinafter referred to as CN. The purpose of this Amendment is to renew the sublease entered into by and between, the State and CN on August 29th 2011. The renewal shall be for the State's fiscal year running from July 1, 2012 through June 30, 2013, referred to as the first renewal with three remaining renewals remaining (if both parties are in agreement).

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

All terms and conditions outlined in the original sublease shall be honored by both parties. The only revision to the original agreement is clarification on reimbursements the State will make to CN and the way such reimbursements must be invoiced by CN.

Qualifying items for which the State will reimburse CN include utility charges for electricity, water and garbage removal as outlined in item (7) UTILITIES of the sublease. As stated in the original agreement, ODOT is responsible for extraordinary repairs, including those to the roof, heating and air systems, and any major repairs. For purposes of clarification, "Extraordinary and Major Repairs" will consist of any single, major or extraordinary repair that exceeds \$5,000. Otherwise, CN or "Lessee" agrees to maintain any and all business facilities in good order and repair at Lessee's own expense during the entire term of the agreement. Lessee shall, at lessee's own expense, perform any ordinary, required maintenance and repairs including structural maintenance to the improvement, as outlined in item 9. (b) Maintenance and Improvements of the original sublease dated August 29, 2011.

Invoicing: CN agrees to submit quarterly invoices for all Utilities to be reimbursed by Tourism that were paid by CN under the terms of this amendment. CN agrees to submit invoices by the following dates as follows:

- At the date of execution of this Agreement - For the period of July 1 thru September 30th, 2012
- January 31st - For the period of October 1 thru December 31st, 2013
- April 30th - For the period of January 1 thru March 31st, 2013
- July 31st - For the period of April 1 thru June 30th, 2013

CN shall submit an itemized invoice with attached backup copies of utility invoices paid by CN to:

Bill Byer
Tourism Information Centers Director
120 North Robinson, Suite 600
Oklahoma City, Oklahoma 73102

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