

FIRST AMENDMENT TO GROUND LEASE

This First Amendment to GROUND LEASE (the "First Amendment") is made and effective as of this 18th day of October, 2016, by and between **THE CITY OF BROKEN ARROW, OKLAHOMA** an Oklahoma Municipal Corporation (together with its successors and assigns, the "City," which term, when used in such context, shall also mean and refer to the areas within the territorial limits of the City), **BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY**, an Oklahoma Public Trust of which the City is sole Beneficiary (together with its successors and assigns "BAEDA"), and **STONEY CREEK HOSPITALITY CORPORATION**, an Iowa corporation (together, with its successors and assigns, the "Developer").

WITNESSETH

WHEREAS, on November 15, 2014, the City, BAEDA, and Stoney Creek entered into an Economic Development Agreement ("2014 Agreement") and a Ground Lease ("2014 Lease") whereby certain Premises were made available to Stoney Creek for location of a conference/convention center and an accompanying hotel; and

WHEREAS, the advancement of the Project has resulted in the need to amend the 2014 Lease in order to more effectively document the intent of the parties and to resolve an issue necessitated by construction of the Project (as defined in Article I of the 2014 Lease); and

WHEREAS, Exhibit A to the, 2014 Lease has been modified to more fully reflect the intent of the parties and, as such, is addressed by this First Amendment and incorporated into the 2014 Lease (as amended by this First Amendment, the "Lease"), i.e. the legal description attached as **Exhibit A** hereto, to be substituted in whole for Exhibit A to the 2014 Lease; and

WHEREAS, both the City and BAEDA deem it appropriate to approve the execution and delivery of this First Amendment in the interest of providing for the implementation of the Project and have determine such actions are in the best interest of the City and the health, safety, and welfare of the City and residents within and near the City; and

NOW, THEREFORE, in consideration of the covenants and mutual obligations set out herein and in the 2014 Lease, and other consideration, the sufficiency of which the parties hereby acknowledge, the parties hereto hereby covenant and agree to the following Amendment:

Legal Description of the Land. Following the execution and delivery of the 2014 Lease, it was necessary to refine and revise the legal description of the land and the parties agree that **Exhibit A**, as attached hereto and made a part hereof, shall become and be Exhibit A to the 2014 Lease.

ARTICLE A
EXHIBITS AND SCHEDULES

**ARTICLE B
CONTINUING TERMS OF AGREEMENT**

B.1 Except as hereby amended hereby, all terms of the 2014 Lease remain in full force and effect without modification or change. The 2014 Lease, as amended herein, is in all respects ratified and confirmed and shall be read, take and construed as one in the same instrument

IN WITNESS WHEREOF, each of the parties has caused this First Amendment to Ground Lease Agreement to be executed by its duly authorized officials and its official seal to be impressed hereon, as of the date of the first above written.

The City:

THE CITY OF BROKEN ARROW, OKLAHOMA

ATTEST: (S E A L)

By: _____
Craig Thurmond, Mayor

By: _____
City Clerk

BAEDA:

BROKEN ARROW ECONOMIC
DEVELOPMENT AUTHORITY,
an Oklahoma public trust

ATTEST: (S E A L)

By: _____
Chairman

By: _____
Secretary

The Developer:

STONEY CREEK HOSPITALITY CORPORATION

By: _____
James H. Thompson, Chairman and CEO