

**AMENDMENT ONE to K-2223-175
Construction Funding and Lease Agreement**

This Amendment One to the Construction Funding and Lease Agreement, contract K-2223-175, is entered into on the _____ day of _____ 2026, by and between the City of Norman, Oklahoma, a municipal corporation, the Norman Municipal Authority, a public trust having the City of Norman as its sole beneficiary, the Norman Tax Increment Finance Authority, a public trust having the City of Norman as its sole beneficiary, together referred to herein as the “City”, and Norman Regional Hospital Authority, an Oklahoma Public Trust d/b/a Norman Regional Health System, hereinafter referred to as “NRHS”.

WHEREAS, on June 27, 2023, the parties entered into a Construction Funding and Lease Agreement, contract K-2223-175, (the “Lease Agreement”) for the construction and operation of the NRHS Sports and Human Performance Center (the “Center”) located in the Young Family Athletic Center (the “YFAC”); and

WHEREAS, after execution of the Lease Agreement, NRHS installed an additional improvement, a turf field, to the outdoor area on the east side of the YFAC near the Center, which is located outside of the Leased Premises and on City property; and

WHEREAS, this Amendment One is desired to clarify the operation and respective responsibilities of the parties regarding the turf field outdoor improvement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, the parties hereto do hereby agree to amend the Lease Agreement by adding the following terms to Article 5:

5.6. Turf Field Outdoor Improvement.

- (a) Acknowledgement of turf field improvement: The parties acknowledge and represent that NRHS was the entity to pay for and install the turf field outdoor improvement.
- (b) Logos: Because NRHS installed the turf field, the NRHS logo shall remain on the turf field throughout the Term of the Lease Agreement. Any change to the logos on the turf field shall be agreed upon by the parties prior to any such change.
- (c) Use and operation of turf field:
 - i. NRHS shall have exclusive operational access and use of the turf field during the operational hours posted at the Center and shall have first priority to access the turf during the City’s operational hours, for events and/or programs such as the Ortho Central Athletic Academy, and shall schedule any such use with the YFAC supervisor. Scheduling for single use events shall be within five (5) business days from the

intended date of use and scheduling for recurring and/or regularly scheduled use shall be developed on a calendar within thirty (30) calendar days before such events are set to begin, with modifications as agreed to from time to time.


- ii. At all other times, the City shall have sole use and operation of the turf field. The City may use the turf field during NRHS' operational hours if the parties agree, such agreement not to be unreasonably withheld, within five (5) business days from the intended date of use by the City.
 - iii. The parties agree to maintain the turf field used by it, its members, or patrons in a clean and orderly manner at all times during use.
- (d) Waiver of Construction Funding: Due to the shared use and operation of the turf field, as described in section 5.6(c) above, the City agrees to waive the final payment under the Construction Funding payment schedule in Section 2.1(d) of the Lease Agreement.
- (e) City Responsibilities:
- i. The City agrees to be solely responsible for the maintenance, including but not limited to any needed replacement, of the turf field.
 - ii. The City agrees to be responsible for its own negligent acts and omissions and those of its employees, agents, and invitees as provided by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq, during the times in which the turf field is operated by the City.
- (f) NRHS Responsibilities:
- i. NRHS agrees to provide notice within five (5) business days to the City of any damages to the turf field and need for repairs.
 - ii. NRHS agrees to be responsible for its own negligent acts and omissions and those of its employees, agents, and invitees during the times in which the turf field is operated by NRHS.

The Lease Agreement shall only be amended as required to give full force and effect to these amendments. All other terms of the Lease Agreement shall remain in full force and effect and if there should be any conflict, the terms of the Lease Agreement shall prevail.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Amendment One to be executed and effective as of the date set forth above.

NORMAN REGIONAL HEALTH SYSTEM

BY: Aaron L. Boyd, MD, MBA, FACHE 

President & CEO

President & CEO

01/22/2026 04:58 PM EST

CITY OF NORMAN, OKLAHOMA

BY: _____
Mayor

ATTEST: _____
City Clerk

NORMAN MUNICIPAL AUTHORITY

BY: _____
Chairperson

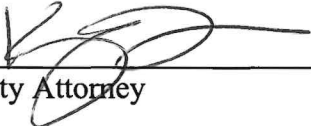
ATTEST: _____
Secretary

NORMAN TAX INCREMENT FINANCE AUTHORITY

BY: _____
Chairperson

ATTEST: _____
Secretary

Reviewed for form and legality on this 10 day of April, 2026.



City Attorney