

COMMISSIONERS OF THE LAND OFFICE

**REQUEST FOR PROPOSALS
FOR LEASE AND RENOVATION OF A STATE GOVERNMENT
OFFICE BUILDING
3.82 ACRES +/-**

**LOCATED AT
921 NE 23RD STREET, OKLAHOMA CITY,
OKLAHOMA COUNTY, OKLAHOMA**

**Proposals must be received before 11:01 a.m. CST
APRIL 4TH, 2016**

Submit Proposals to:

Commissioners of the Land Office
C/o Tranna Fischer, Commercial Property Manager,
Real Estate Management Division
204 N. Robinson, Suite 900
Oklahoma City, Oklahoma 73102

Issued on March 11, 2016, by Commissioners of the Land Office
(405) 521-4000

Announcement of Request for Proposals

The Commissioners of the Land Office (CLO) is seeking proposals from qualified real estate developers and investors for the renovation and leasing of a state government three story office building containing approximately 64,174 sq.ft. and one 1,800 sq.ft. maintenance building sitting on 3.82 acres, more or less, located at 921 NE 23rd Street, Oklahoma City, Oklahoma County, Oklahoma. It is the intention of the CLO to ground lease these buildings and land to the best qualified developer who will in turn renovate approximately 44,000 sq.ft. (1st and 2nd Floors) and build an approximate 1500 sq.ft. Sallyport annex to the structure per the attached schematic design which will then be long-term leased by the developer/investor to the ultimate end user the Oklahoma State Medical Examiner's Office. The remaining 20,000 sq.ft. (3rd floor) may be leased by developer/investor to sub-lessee (subject to restricted sub-lessee list).](See exhibit "D")

The site is located near the State of Oklahoma Capitol and was recently used by the Oklahoma City/County Health Department. The property is zoned under the Capitol-Medical Center Improvement District lies within the City of Oklahoma City city limits. The intended use of the building is permitted under this zoning classification. No entitlement work will be needed.

The property will be made available on a long-term ground lease basis. The Commissioners of the Land Office anticipates full renovation of the office building for use by the Oklahoma Medical Examiner's Office and other entities.

Copies of the Request for Proposals can be obtained from:

Commissioners of the Land Office
C/o Tranna Fischer
Commercial Property Manager
204 N. Robinson, Suite 900
Oklahoma City, Oklahoma 73102
Phone: (405) 521-4200
E-mail: Tranna.Fischer@clo.state.ok.us

Comments and questions concerning the Request for Proposals should be addressed to the CLO. A pre-proposal conference will be held at 2:00 p.m. CST on Thursday, March 24th, 2016, in the conference room of the CLO, 204 N. Robinson, Suite 900, Oklahoma City, Oklahoma, 73102.

A walk-thru can be arranged for March 23rd, 2016 if requested in advance. Contact Tranna Fischer at 405-521-4200.

Responses to the Request for Proposals must be received by the CLO **before** 11:01 a.m. CST on Monday, April 4, 2016. The CLO reserves the right to reject any and all responses.

Commissioners of the Land Office
Request for Proposals for Lease and Renovation of a
State Government
Office Building
921 NE 23rd Street, Oklahoma City, Oklahoma

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- F) Non-Collusion Affidavit

Attachments

- 1) Survey Plat
- 2) Map

The Commissioners of the Land Office
Request for Proposals for Lease and Renovation of a State Government
Office Building
921 NE 23rd Street, Oklahoma City, Oklahoma

Introduction

The Commissioners of the Land Office (CLO) is a federally created and State managed Trust for the benefit of the schools in the State of Oklahoma. The CLO invests over two billion dollars of funds and manages in excess of 700,000 acres of agricultural and mineral interests throughout the state of Oklahoma. Unlike all other State agencies, the CLO has a mandate by law to generate the maximum return possible on its holdings to support public education. Any third person responses are expected to demonstrate a clear understanding of this mandate.

I. Statement of Intent

The CLO requests proposals from responsible and qualified individuals, investors, firms, and/or teams of developers to renovate the office building at 921 NE 23rd St. per the provided schematic architectural design, which is owned by the CLO. The proposal must address the developer's qualifications which include financial strength, expertise for renovating properties, architectural expertise, office building property management and leasing expertise, laboratory/office building construction expertise, and any other relevant experience for this type of transaction.

II. RFP Time Line

Availability of RFP	Friday, March 11th, 2016
Pre-Proposal Conference.....	Thursday, March 24 th , 2016
Building Walk-Thru (with pre-arranged time)	Wednesday, March 23 rd , 2016
Proposal Due Date.....	Monday, April 4th, 2016

A pre-proposal conference will be held at 2:00 p.m. CST, on Thursday, March 24th, 2016, at the offices of the CLO at 204 N. Robinson, Suite 900, City Place Building, Oklahoma City, OK. Attendance at the pre-proposal conference is mandatory. CLO staff will provide an overview of the property and the process and will respond to questions from prospective developers.

Immediately following the Proposal Due Date, an evaluation committee made up of CLO staff members and CLO's consulting real estate and construction experts will evaluate the proposals. The Evaluation Committee will make recommendations for the top respondents to then move to a second phase of the selection process and provide a

complete renovation analysis and leasing proposal using the final design development architectural drawings provided by the CLO.

The complete and final proposal from the selected finalist will be due by 1:00PM Friday, May 6th, 2016.

The CLO anticipates completion of the review process and selection of the final developer or investor on or before Thursday, May 12th, 2016.

The CLO reserves the right to modify the RFP timeline with notice, but the Proposal Due Date will not be earlier than April 15th, 2016.

III. Background

The CLO owns the office building, maintenance building and site containing 3.82 acres, more or less, located at 921 NE 23rd St., Oklahoma City, Oklahoma (Property). The main office building is approximately 64,174 sq.ft. and the maintenance building is approximately 1970 sq. ft. CLO has engaged the architectural firm of Hastings and Chivetta and the laboratory design firm, McLaren, Wilson and Laurie to complete the schematic and design development requirements for the renovation of the first (1st) and second (2nd) floors for use by the Oklahoma State Medical Examiner's Office. An approximate 1,500 sq.ft. sally port is anticipated to be built onto the existing office building per design provided in this RFP. The third (3rd) floor of the office building with approximately 20,000 sq. ft., may be renovated and leased by the developer/investor to other restricted sub-lessees.

Anticipated cost of Construction is \$13,720,064. This does not include certain furnishings, fixtures, fees and contingency costs.

The CLO has the sole and exclusive right of ownership and to approve the lease, transfer, mortgage, or sale or other disposition of the site.

CLO is seeking proposals from parties interested in obtaining a long-term lease (25-years with options to renew) of the site and buildings from the CLO. A minimum rental amount of \$240,000.00 will be paid annually to the CLO for the rights to lease the buildings and site.

After leasing the site and buildings from the CLO the Developer or parties will then renovate the building's 1st and 2nd floors per the provided architectural drawings and then in turn, sub-lease the 1st and 2nd floors to the Medical Examiner under a long-term agreement. No other use of the 1st & 2nd floors is permitted under this Request for Proposals.

A survey plat has been prepared for this site and is attached.

Renovation and construction is expected to begin no later than September 1, 2016 with the completion of the Medical Examiner's office portion no later than June 1, 2017.

The parties are responsible for obtaining financing for the cost of renovation and construction of the building. The sub-leasing agreement form that will be used for the Medical Examiners portion of the building is attached. Rental amount to be paid by the Medical Examiner and adjustment terms will be proposed and determined in the second phase of the RFP by the selected respondents.

The parties may renovate and sub-lease the third floor of the office building to other entities that do not conflict with the use of the 1st and 2nd floors by the Medical Examiner's Office. A specific list of governmental agencies or private entities that may not sub-lease the 3rd floor is provided as Appendix "D" to this RFP.

The developer/investor chosen by the selection committee may retain the architectural firm of Hastings and Chivetta and the laboratory designer McLaren, Wilson and Laurie to be architects for this project or the developer investor can chose their own architect to complete construction documents for the renovation project.

The Medical Examiner's Office plans to provide its own janitorial services.

The Medical Examiner has a specific list of items that it will purchase for inclusion to the building. This requirements list is provided in Appendix "E" and in the cost breakdown for the project. The selected developer will need to anticipate installing these items as agreed with the Medical Examiner's office. These equipment costs are not part of the anticipated cost of renovation listed under this Section

IV. Property Information

The property is located at the 921 NE 23rd Street, Oklahoma City in Oklahoma County, Oklahoma. See attached map.

The property consists of 3.8257 acres.

The current use of the property is for a governmental office building and houses staff for the City County Health Department. The staff for the City County Health Department will vacate the office building no later than Sept. 1, 2016.

Utilities for the property are on site, with the exception that the chilled water for heating and cooling requirement is supplied by the adjoining State Government Office building complex.

Additional information concerning the Property is available upon written request to CLO. The available information includes:

- Existing floor layouts of the buildings
- Phase I environmental report

Each developer is responsible for conducting its own due diligence on the property. CLO

makes no representations or warranties concerning the accuracy of the available materials or concerning the property.

V. General Conditions

5.1 General. This section outlines the general conditions for the submission of proposals to ground lease and renovate the property.

5.1.1 All materials submitted in response to this RFP shall become the property of CLO and shall not be returned.

5.1.2 Any questions or requests for interpretation, clarification, or additional information relating to the RFP must be made in writing to the designated representative of the CLO by March 30th, 2016. CLO is not responsible for any oral interpretations or information given by any CLO employee or any other person. CLO will post any RFP changes and post notice of changes on CLO's website, as well as attempt to notify all known prospective developers who have provided email addresses and have expressed interest in the property to CLO of any changes to the RFP. **It is the responsibility of each developer to contact Tranna Fischer of the CLO at (405) 521-4200 prior to submission of any proposal to determine if changes or addenda to the RFP have been issued.**

5.1.3 CLO reserves the right in its sole and absolute discretion to (a) accept or reject any and/or all proposals or other submissions in response to this RFP; (b) waive irregularities, technicalities or non-conformance in connection with any proposal; and (c) accept any alternative submission or proposal which, in CLO's opinion, would best serve the interests of CLO.

5.1.4 CLO reserves the right to make such investigation as it deems appropriate to determine the ability and feasibility of any developer to carry out renovation of the property in accordance with its proposal. CLO also reserves the right to request additional information from any developer in connection with such review. Such requested information may include, but without limitation, current financial statements, verification of available resources and past performance records. Each developer by making the proposal agrees to authorize the release of any information reasonably requested by CLO from third parties during the due diligence process and to execute any written instruments to that effect which CLO may reasonably request.

5.1.5 Proposals will be evaluated in accordance with **Article IX** of this RFP. Developers may be required to attend interviews as provided in Section 9.2.

5.1.6 Any submission of proposals may be withdrawn prior to the deadline for submission of responses. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and twenty (120) days to CLO for the development set forth in the Request for Proposals.**

5.1.7 All expenses for making the submission of qualifications shall be borne by the

Developer.

5.1.8 Subsequent to the Evaluation Committee's review, approval by the CLO will be required before the final contract may be executed.

5.1.9 Modification. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications contained herein. This RFP may be amended only upon prior mutual written consent contained in an amendment signed by the authorized representatives of the Parties.

5.2 No Contact Policy. From the closing date of the RFP Monday, April 4th, 2016 through the date of selection of a developer by the CLO, no developer and no officers, partners, owners, agents or parties in interest of any developer or other person acting on behalf of a developer shall contact or communicate, directly or indirectly, with any of the following persons in regard to this RFP or the proposal submitted by the developer:

- (a) any Commission member of the CLO;
- (b) any staff member of the CLO with the exception of Tranna Fischer or other designated CLO staff member; or
- (c) any member of the Evaluation Committee.

All contact for this RFP must be through Tranna Fischer or other designated staff members of the CLO. The CLO will notify and initiate contact with respondents as needed to evaluate proposals.

VI. Scope of Proposal Documents

Each developer must submit (a) five (5) copies of a detailed written proposal (8 1/2" x 11" paper) which includes the information described below.

A. Proposal

6.1 Plan of Renovation. The proposal must state the developer's ability to renovate the building, include all information listed in Section 9.4, and further, include the following information:

- a. The level of experience and expertise for either constructing or renovating buildings that are used for laboratories or have a significant portion dedicated to these purposes;
- b. The relevant experience for this type of project within a 450 mile radius of Oklahoma City, Oklahoma. For similar projects, include the name of the project manager, scope of work, timetable, estimated/actual cost and percent of work for which the developer was responsible;
- c. Financial strength and capability to successfully complete the renovation of the building. The proposal must include the proposed method of financing the development. If

the proposal is contingent upon financing, the proposal must specifically state that contingency and the time frame for obtaining that financing. The proposal must also include any history of the developer in obtaining comparable financing for comparable projects (including the name of the financier and the name of the project).

d. Relevant experience for office property and lease management.

e. List of construction companies, architectural firms, engineers and property management firms proposed to be used by the developer to successfully complete this project, with accompanying credential informative showing each firm's competence and strength.

6.2 Schedule. The proposal must include the renovation schedule, including without limitation, any proposed contingency period, estimated date of commencement of construction, estimated date of completion of construction and estimated opening date.

6.3 Lease Terms. The proposal must state acceptance of the proposed minimum rental and lease terms contained in the attached lease contract for the site. Any alterations of the lease terms must be submitted with the proposal in the contract format.

The terms of the lease agreement with CLO, Appendix B, may be changed only to facilitate the financing or to prevent severe impairment of the renovation project. Deviation from the existing contract terms will be reviewed by CLO counsel and if judged by the review committee to be too significant may be cause for rejection of developer's proposal.

The terms of the sub-lease agreement with the Medical Examiner's office, Appendix C, may not be changed except by agreement of the CLO and developer to insert the final leasing terms agreed in developer's final proposal.

B. Developer Information

6.4 Development Entity. Provide the legal name, type of entity, address, telephone number and contact person for the developer. Identify all owners of a 5% or greater ownership interest in the proposed development (If the Developer is chosen for this project, the Developer shall immediately notify the CLO in writing of any changes in the composition of ownership).

6.5 Development Team. Provide the names and addresses of all members of the development team who have been identified at the time of submission of the proposal. This should include the individual(s) who will serve as project manager (s) for the project. Provide background information and experience for each team member.

6.6 Legal Matters. Provide a notarized statement attesting as to whether the developer or any officer, owner, principal employee, subsidiary or affiliate of the developer has been adjudged bankrupt, either voluntary or involuntary, or has been convicted of a felony, in either case, within the last 10 years. Additionally, provide a statement as to whether the

developer or any officer, owner, principal employee, subsidiary or affiliate of the developer has been involved in any prior development construction related litigation or claims.

6.7 Pending Litigation. Provide a summary of any pending lawsuits, unsatisfied judgments and/or judgment liens currently filed against the developer or any officer, owner, principal, employee, subsidiary or affiliate of the developer.

6.8 Sovereign Entity. Waiver of sovereignty in strict accordance with the sovereign entity's requirements for such waiver is a condition precedent to receipt of CLO's award of the contract hereunder. The language in the lease agreement will substantially comply with to the following:

The Sovereign Entity waives its sovereign immunity for any and all suits arising from agreement. This waiver of sovereignty is consent by the Sovereign Entity to be sued by the CLO in the courts of the State of Oklahoma, the United States federal courts or state courts or in any court of competent jurisdiction. The Sovereign Entity's clear and unequivocal waiver is shown by acting in accordance with the sovereign entity's requirements for such waiver.

VII. Development Requirements

It is the intent of the CLO that the developer will be selected by the Commissioners of the Land Office to enter into a ground lease contract (see Appendix "B" attached) with the CLO. Specific renovation requirements will be included in the ground lease based upon the schematic design and design development documents provided by the CLO architects.

The following provisions will be applicable to the Development Agreement.

7.1 Development Agreement. The Development Agreement shall include (a) the RFP, (b) the proposal submitted by the developer in response to the RFP and, (c) the ground lease.

7.2 Administration. The Ground Lease Contract will be administered by CLO.

7.3 Relationship. The relationship of the CLO to the developer will be that of landlord and tenant.

7.4 Responsibility. The developer will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, contractors, subcontractors, licensees and invitees during the term of the development agreement.

7.5 Assignability. The developer cannot assign or transfer any interest in the Ground Lease Contract without the prior written consent of CLO. The developer may not assign or transfer any interest in the ground lease prior to the completion of construction without the prior written consent of CLO.

7.6 Insurance and Indemnification. The ground lease will require the developer to indemnify and hold harmless CLO from any claims or losses arising out of the development. The developer shall be responsible for its own insurance program.

7.7 Compliance. The development must comply with all applicable laws and regulations. Any architects, contractors or other professionals involved in the project must be duly licensed by the State of Oklahoma at all times during the project and must submit evidence of compliance.

7.8 Discrimination. The developer and its contractors, subcontractors and other firms involved in the development must comply with the President's Executive Order No. 11246 and 11375, which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

7.9 The developer will provide a statement of relationships, if any, in accordance with 61 O.S. § 108 of the Oklahoma Statutes. The developer must also attest in writing that neither the developer nor anyone subject to the developer's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract.

VIII. Submission Instructions

8.1 Proposal Submission. Five (5) identical copies of each proposal and related plans, the proposal must clearly indicate the legal name, address, telephone number, contact person and type of entity (corporation, partnership, individual, etc.) of the developer(s). An officer of the developer who is duly authorized to bind the developer to a contract must sign each proposal. Each copy of the proposal must bear an original signature above the typed or printed name and title of the signer.

8.2 Delivery of Proposals. Proposals must be received at the offices of CLO before 11:01 CST on Monday April 4th, 2016. The five copies of the proposal must be submitted in a sealed envelope. The Submission Form included in the Appendix to this RFP must be firmly affixed to the outside of the envelope.

The envelope must be delivered to:

The Commissioners of the Land Office
C/o Tranna Fischer
Commercial Property Manager
204 N. Robison, Suite 900
Oklahoma City, OK 73102

It is the sole responsibility of the developer to have the proposal delivered to CLO at or before the delivery deadline. CLO reserves the right to reject any proposals which are not received by the proposal deadline or which are not submitted in the required form. Submitted proposals become the property of the CLO and will not be returned to the developer.

8.2.1 Format. Proposals must be submitted on 8 1/2" x 11" white paper. Pages must be consecutively numbered.

8.2.2 Contents. Each proposal must include the following contents in the following order:

1. Cover page
2. Table of contents
3. One (1) page summary for public review
4. Proposal
5. Attachments and appendices, if any
6. Non-collusion affidavit, in the form attached in the Appendix.

IX. Evaluation of Proposals.

9.1 Evaluation Committee. The Evaluation Committee in accordance with the evaluation criteria described below will review all qualified proposals received by the proposal deadline. Proposals will be subject to public review.

9.2 Interviews. The Evaluation Committee will review the initial proposals and may elect to conduct interviews with one or more developers. Representatives of the Evaluation Committee may contact developers to request clarification or additional information to enable the Evaluation Committee to fully understand the proposal. Representatives of the Evaluation Committee may also request additional material, documents, information, and references from the developer, including financial and tenant information. Developers must be available to meet with representatives of the Evaluation Committee in Oklahoma City, Oklahoma within a reasonable time after notification.

After the initial review, the Evaluation Committee will name one or more of the developers as finalists for the project. At that point the developers will be provided with a complete design development plan for the renovation. The CLO will make available to the finalist the contact information for the architectural firms responsible for these plans so that they may ask necessary technical questions. The developer will then be asked to submit a final financial and completion proposal for this project. This submittal must provide the following:

- a. The amount of proposed rental including escalation clauses, term and renewal options for the 1st and 2nd floors that will be leased to the Medical Examiner's office.
- b. The level of maintenance and expense stops required by the developer for the office building.
- c. The proposed construction costs including all fees, construction contingencies and equipment installation costs associated with the building.

9.3 Agreements. After completion of review and evaluation of the final proposals and any information and proposals subsequently submitted to the Evaluation Committee, one developer may be awarded a ground lease by the Commissioners of the Land Office.

9.4 Evaluation Criteria. Proposals will be initially analyzed and evaluated to the following evaluation criteria. The maximum score for a proposal is 100 points. The Evaluation Committee will recommend the proposal that provide the greatest overall benefit to CLO, which may or may not be the proposal that receives the highest score.

9.4.1 Section A – Plan of Renovation (45 points)

- a. Experience and expertise of developer
- b. Relevant experience within 450-mile radius of Oklahoma City.
- c. Financial strength and capability to complete project.
- d. Relevant experience leasing office space
- e. Strength and experience of construction companies, engineers, architects used by developer for this project.
- f. Construction or renovation of buildings with predominate use for laboratory or health care

9.4.2 Section B - Economic and Related Impact (10 points)

- a. Agreement concerning revenue that would be forthcoming to the CLO as a result of the ground lease of property

9.4.3 Section C - Project Execution (45 points)

- a. Financing contingencies
- b. Developer's ability to meet projected schedule
- c. Litigation history
- f. Project schedule for development of the (site description) – including commencement and completion of construction – and adherence to schedule on prior projects
- g. Contingencies and length of contingency period

9.4.4 Final Evaluation and Selection Criteria

- a) Final estimated renovation cost
- b) Final rental to be charged for the 1st and 2nd floors for use by the Medical Examiner's Office.
- c) Lease term years and escalation of rental for the 1st and 2nd floors.
- d) Expected building maintenance terms (what will sub-lessees be required to pay for expenses to maintenance their space in the future).

Appendices

- A) Schematic Design
- B) Proposed Long-term Lease agreement with CLO
- C) Proposed Long-term sub-lease agreement with the Medical Examiner's Office
- D) List of entities that cannot lease 3rd floor
- E) Requirements list of equipment to be purchased by Lessee and by the Medical Examiner's Office
- F) Non-Collusion Affidavit

Attachments

- 1) Survey Plat
- 2) Map

Commissioners of the Land Office
REQUEST FOR PROPOSALS
FOR LEASE AND RENOVATION OF A STATE GOVERNMENT
OFFICE BUILDING
3.82 ACRES +/-

Submission Form

Proposals Must Be Received
before 11:01 a.m. (CST)
Monday, April 4th, 2016
204 N. Robinson, Suite 900
Oklahoma City, Oklahoma 73102

IMPORTANT: Five (5) identical copies are to be submitted.

Please complete the following:

Legal Name of Developer: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Signature: _____

Name of Signer: _____

Title of Signer: _____

Email: _____

Appendix "F"

Non-Collusion Affidavit

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says:

1. He/She is the duly authorized agent of _____, the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. He/She is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and
3. Neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.
4. He/She is the _____ of _____, the developer that has submitted the attached proposal (the "Proposal").
5. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
6. Such Proposal is genuine and is not a collusive or sham Proposal.
7. Neither the developer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit a collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against CLO, or any person interested in the proposed contract or agreement.
8. The development and transactions outlined in the Proposal are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the developer or

any of its agents, representatives, owners, employees, or parties including this affiant.

9. Neither the developer nor any of its officers, partners, owners, agents, representatives of parties in interest, including this affiant, has directly or indirectly contacted any member of the Evaluation Committee or the CLO board in regard to this Proposal.

Developer: _____

Signed: _____

Title: _____

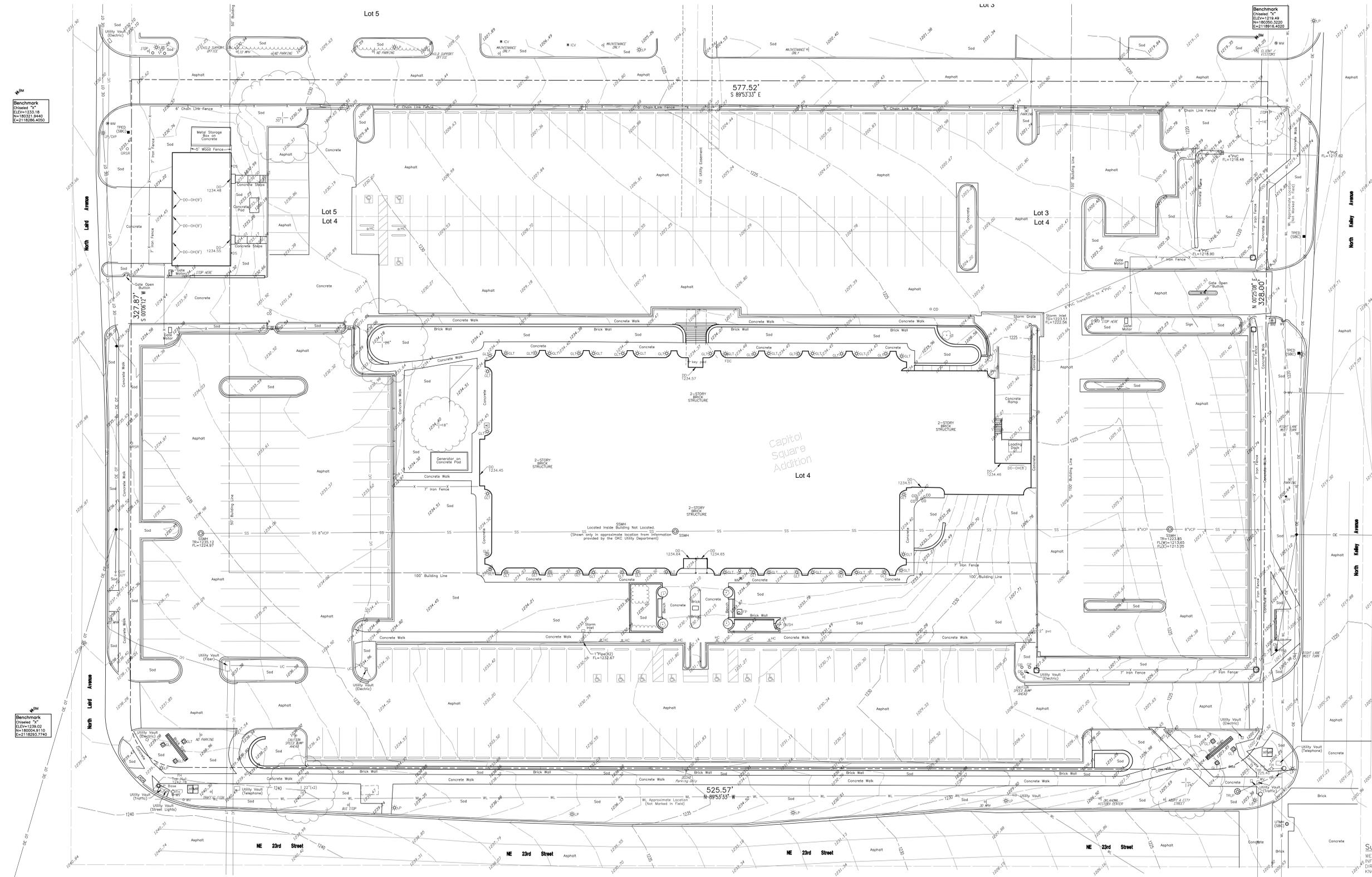
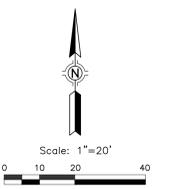
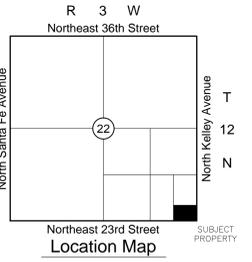
Subscribed and sworn to before me this ____ day of _____, 20 __.

Notary Public: _____

My Commission expires:

Notes

1. ABSTRACT OF TITLE OR ATTORNEY'S TITLE OPINION NOT AVAILABLE TO SURVEYOR AT DATE OF SURVEY.
2. THIS FIRM WAS NOT CONTRACTED TO RESEARCH EASEMENTS OR ENCUMBRANCES OF RECORD. NO ATTEMPT TO RESEARCH THE COUNTY RECORDS OR OTHER RECORD OFFICES WAS PERFORMED BY THIS FIRM, THEREFORE EASEMENTS MAY AFFECT THE SUBJECT TRACT THAT ARE NOT REFLECTED BY THIS PLAN.
3. ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. (CALL "OKIE" BEFORE DIGGING!!)
4. THE VERTICAL DATUM FOR THIS SURVEY IS BASED ON GPS DATA (NAVD83).
5. THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD83.



Topographic Survey
of
Oklahoma City-County Health Department
2600 NE 63rd Street
Oklahoma County, Oklahoma

Surveyor's Certification
WE, BENNETT SURVEYING, INC., HEREBY CERTIFY THAT THE TOPOGRAPHICAL INFORMATION HEREON REPRESENTS A SURVEY PERFORMED UNDER OUR DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE.
THIS TOP SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS, AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.
WITNESS MY HAND AND SEAL THIS 24TH DAY OF FEBRUARY, 2016.



BY: CLIFF BENNETT
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1815

Legend

AC	AIR CONDITIONER	OC	OVERHEAD CABLE
BM	BENCHMARK	OE	OVERHEAD ELECTRIC
CPED	CABLE, FEEDSTAL	OT	OVERHEAD TELEPHONE
CD	SANITARY SEWER CLEAN OUT	PP	POWER POLE
DD	DOOR OPENING-DOUBLE	PPC	POLYVINYL CHLORIDE PIPE
DO	DOOR OPENING-SINGLE	SD	STORM DRAIN LINE
DO-OH	DOOR OPENING-OVERHEAD	SS	SANITARY SEWER LINE
DS	DOWN SPOUT	SSM	SANITARY SEWER MANHOLE
EM	ELECTRIC METER	TG	TOP OF GRADE
FDC	FIRE DEPARTMENT CONNECTION	TR	TRAFFIC LIGHT POLE
FH	FIRE HYDRANT	UC	UNDERGROUND CABLE
FL	FLOWLINE	UE	UNDERGROUND ELECTRIC
GL	GROUND LIGHT	UG	UNDERGROUND GAS
GM	GAS METER	UL	UNDERGROUND TELEPHONE
GP	GUARD POST	UTMH	UTILITY MANHOLE
GRSR	GAS RISER	VCP	VITRIFIED CLAY PIPE
GW	GUY WIRE	WL	WATER LINE
GV	GAS VALVE	WM	WATER METER
HCAP	HANDICAP	WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE	XFM	TRANSFORMER
LP	LIGHT POLE		

Benchmark Notes

Chiseled "X"	Chiseled "X"	Chiseled "X"
ELEV=1219.49	ELEV=1233.02	ELEV=1233.18
N=180350.3220	N=180004.9110	N=180321.9440
E=2118916.4020	E=2118293.7740	E=2118286.4050

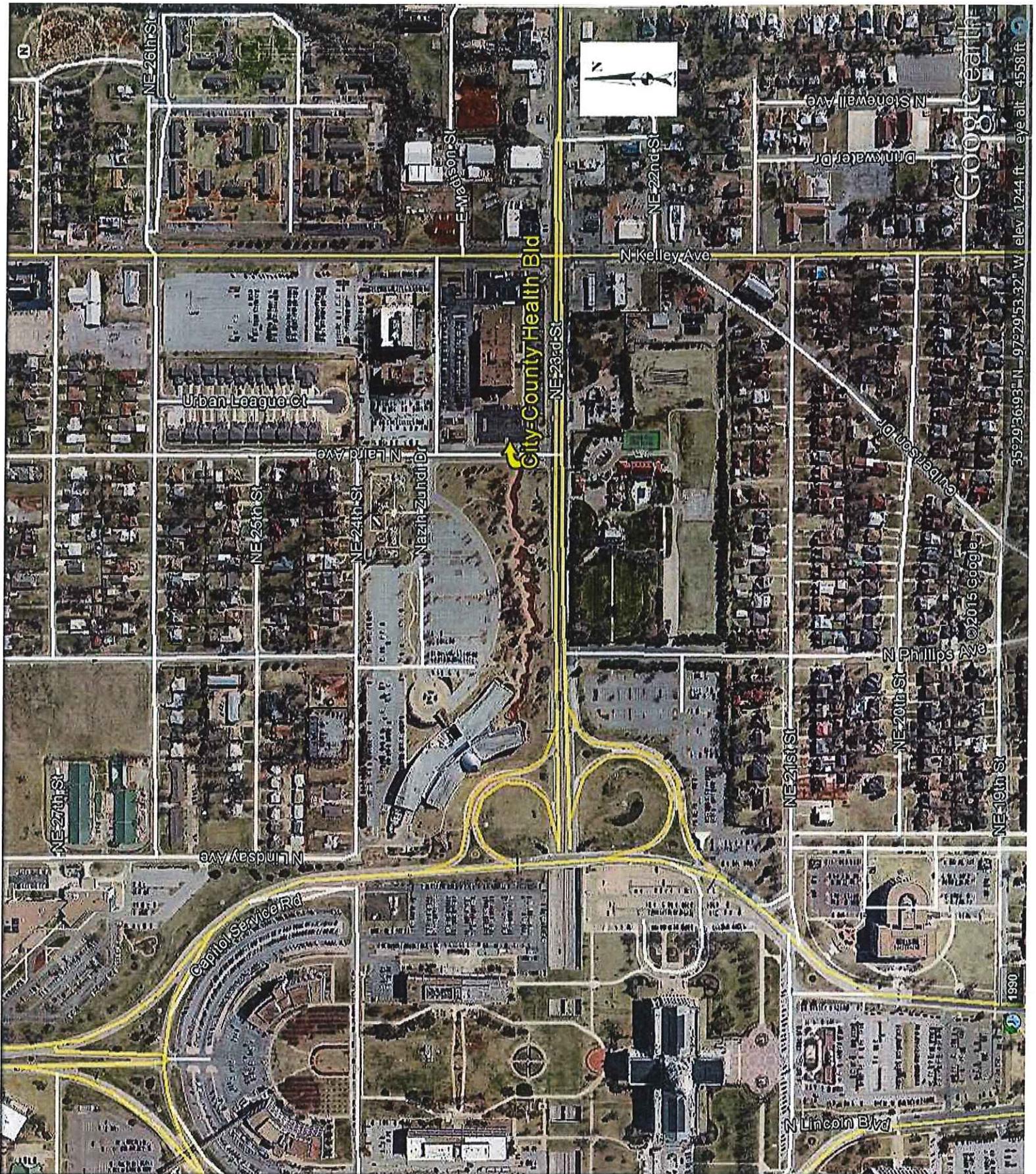
Legal Description
THE SOUTH 70 FEET OF LOT THREE (3), ALL OF LOT FOUR (4), AND THE SOUTH 70 FEET OF LOT FIVE (5) OF CAPITOL SQUARE ADDITION TO OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAN THEREOF.



Utility Statement
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES.

REVISIONS	BY	DATE

FILE:	1203.22	SURVEY BY:	JSN	DATE:	02/24/16
ORDER:	160381	DRAWN BY:	BAP	SCALE:	1"=20'
BOOK:		CHECKED BY:	CDR	SHEET:	1 OF 1



City-County Health Bld

Google earth

35°29'36.93" N - 97°29'53.32" W elev. 1244 ft eye alt. 4558 ft

©2015 Google

1980

Appendix "A"

Schematic Design

(AVAILABLE UPON REQUEST)

UNSUBORDINATED COMMERCIAL GROUND LEASE

Contract Number: TBD

This Unsubordinated Commercial Ground Lease (“Agreement” or “Lease”) is entered into by and between the Commissioners of the Land Office of the State of Oklahoma (“Lessor” or “CLO”), and _____, (“Lessee”) (the Lessor and Lessee shall collectively be referred to herein as the “Parties”), and shall commence on the Commencement Date as defined herein.

Whereas, Lessee desires to lease from the CLO, and the CLO agrees to lease to Lessee, certain real property located at 921 NE 23rd Street, Oklahoma City, OK, upon which Lessee plans, for Lessee’s account, to construct, remodel and update the building and grounds currently located on the site including associated parking and related facilities, and

Whereas, approximately 44,400 square feet of the building, along with the 1,800 square foot detached maintenance/storage facility is reserved for subleasing to the Oklahoma Office of the Chief Medical Examiner (“Sublessee” or “ME”), and in addition, the third (3rd) floor consisting of approximately 20,000 square feet may be sub-leased by Lessee, all in accordance with the restrictions, terms and conditions provided in this Lease.

Now, therefore, the CLO, and Lessee hereby agree as follows:

SECTION 1 - PROPERTY

1.1 Property. For and in consideration of Lessee’s covenant to pay the rental and other sums provided for herein, and the performance of the other obligations of Lessee hereunder, the CLO leases to Lessee, and Lessee leases from the CLO, that certain property comprising approximately 3.82 acres including all buildings, situated 921 NE 23rd Street, Oklahoma City, Oklahoma County, Oklahoma (“Property”), legally described on **Exhibit “A”** attached hereto, and as depicted on **Exhibit “B”** attached hereto (the “**Site Survey**”).

1.2 Use. Lessee will construct, update, remodel, make Improvements, configure and reconfigure the leased space according to the Architectural Design Plans provided by Lessor to meet Sublessees’ business needs. Lessee will operate, manage the Property, sublease to the ME, and meet the zoning and any other applicable legal requirements for the development in Oklahoma City, Oklahoma County, Oklahoma, along with any other Improvements necessary for such commercial enterprise, subject to the terms of this Lease.

SECTION 2 - TERM

2.1 Term. The Term of this Lease is for a period of **Twenty-five (25)** years (herein “**Term**”) and shall commence on the date both Parties have executed the Agreement (“Commencement Date”) and

end twenty-five (25) years from the Commencement Date on the Expiration Date. Lessee will have the option of Three (3) Five (5) year renewals upon approval by Lessor.

2.2 Possession. Lessor will deliver possession of the Property to Lessee upon the satisfaction of the following conditions, as determined by the Lessor in its sole discretion:

- (a) this Lease has been fully executed and delivered by both Lessor and Lessee, and Lessee has executed or will contemporaneously execute the attached **Exhibit "C"** with the ME for its office on the Property,
- (b) Lessee has furnished Lessor satisfactory written evidence that the required insurance coverage, as set forth below, and bonds required by this Lease and pursuant to 62 O.S. §§ 1 & 113, are each in full force and effect, and
- (c) Lessor has received the Construction Phase payment, as set forth in **Section 3.1.1**.

SECTION 3 - PAYMENTS

3.1 Minimum Payments. Lessee agrees to pay Lessor throughout the Term the following amounts:

3.1.1 Construction Period. During the Construction Period (as defined in **Section 16**), Lessee will also furnish Lessor with the performance bond and necessary insurance coverages required by this Lease. Monthly Rent in the amount of **Twenty -Thousand Dollars (\$20,000.00)** shall be payable throughout the construction period. If the Operation begins on other than the first (1st) day of a month, rent will be prorated from the execution date until the end of the month. Future payments will be due the first (1st) day of each month.

3.1.2 Operations. Beginning on the first day of the first full month of the Operation (as defined in **Section 16**) or the first day of the 13th month after the Commencement Date whichever occurs first, monthly rent ("**Rent**") in the amount of **Twenty-Thousand Dollars (\$20,000.00)** will begin, with periodic rental adjustments outlined in **Section 3.2** and will be due and payable on the first day of each month without notice until termination or expiration of this Lease. If the Operation begins on other than the 1st day of a month rent will be prorated from the execution date until the end of the month. Future payments will be due the 1st day of each month.

3.2 Rent Adjustments.

3.2.1 Adjustment of Minimum Rent. The Minimum Rent set forth in **3.1.2** above shall be adjusted to increase at the end of each **five (5) year** period. The first such adjustment shall become effective July 1, 2021, and subsequent five (5) year adjustments shall occur on July 1 of the adjustment year, until this Lease terminates. The adjustments shall be:

Years 6-10	\$23,000.00 due and payable on the first day of each month
Years 11-15	\$26,450.00 due and payable on the first day of each month
Years 16-20	\$30,417.00 due and payable on the first day of each month
Years 21-25	\$34,980.00 due and payable on the first day of each month

3.2.2 Option Term. Lessee will have three (3) five (5) year options upon the written consent of the CLO with the monthly rent to be determined by evaluation of current market. Notice of renewal must be made no later than ninety (90) days before the end of the lease term.

3.3 Taxes. Lessee, its sublessees or assignees, shall pay personal property tax and assessments upon Improvements owned by Lessee, sublessees or assignees, respectively, which would otherwise be subject to property taxation. Under no circumstances with the CLO be obligated or liable for same.

3.4 Net Payments; Imposition; Other Costs. Rent will be absolutely net to Lessor throughout the Term. Lessee agrees to pay any and all water and sewer rates, rents, taxes and assessments (collectively "**Impositions**") which, during the Term, may be levied against or attributable to the Property, Lessee's interest therein, the Improvements (as defined in **Section 16**) and/or any other property (including personal property) of Lessee located on the Property. In addition, Lessee agrees to pay all utility charges, insurance premiums, and other costs and expenses attributable to Lessee's development, construction, use, occupancy, operation, management, maintenance, repair, modification, including those requested for sublessee's business needs (see attached Exhibit "F"). Lessee shall have the right to contest the validity or amount of any Impositions or Leasehold Costs as provided in **Section 7**. In the event any Impositions or Leasehold Costs are charged to the CLO, or are levied or imposed upon the property of the CLO, Lessee will promptly cause same to be paid and discharged, which shall be paid in addition to any Rent or other charge payable to the Lessor. Under no circumstances shall the CLO be obligated or liable for same.

The ME's office will pay for any maintenance agreements for equipment purchased and used exclusively by the ME's office as designated in Exhibit "F".

3.5 Proof of Payment. Upon request, Lessee will furnish Lessor, proof of payment or receipts from the appropriate taxing or assessing authority for any tax, imposition or cost referenced herein. This shall be received within thirty (30) days from date of notice.

3.6 No Notice, Reductions or Abatement of Rent. Payments of Rent shall be made by Lessee to Lessor without prior notice or demand. Except as specifically provided in this Lease, Lessee will have no right to reduce, offset against, abate or defer payments of Rent for any reason.

3.7 Interest on Delinquent Amounts. Any Rent or other amounts payable to Lessor under this Lease (collectively, the "**Rent**") not received by Lessor on or before its due date shall bear interest from the due date until paid at the rate of **twelve percent (12%)** per annum (the "**Default Rate**"). A ten (10) day grace period is granted for the rent payment to be received.

Interest will be charged beginning on the tenth day and will be calculated from the first day of the month. Payment of such interest shall be a condition precedent to curing any Event of Default as defined in **Section 13**.

SECTION 4 - USE; RESERVATIONS; PERMITS

4.1 Possession; Use. Lessee and/or sublessee(s) shall occupy and use the Property in compliance with the terms of this Lease. Lessee shall have the right to sublease or assign its leasehold estate as provided in **Section 8**.

4.2 Easements.

4.2.1 Utility & Governmental Easements. Lessor agrees to grant Governmental Authorities (as defined in **Section 16**) or public utility companies easements over, under or across the Property reasonably necessary for Lessee to construct, remodel, install and use the Improvements; provided however, Lessee shall first furnish Lessor a survey showing the exact location of the proposed easement and the form of the proposed easement, both of which shall be in form and substance reasonably satisfactory to Lessor.

4.3 Reserved.

4.4 Permits. To the extent laws, rules or regulations applicable to Lessor require issuance of permits and licenses or require other administrative action by Lessor to facilitate use, remodel, Improvement or maintenance of the Property, Lessor agrees to do so, within a reasonable period of time as allowable under the circumstances, upon written request of Lessee. Lessee will have the right to obtain permits, licenses and other administrative certificates from Governmental Authority required facilitating Lessee's use of the Property. Lessor agrees to, within a reasonable period of time as allowable under the circumstances, execute such permits and other documents and to take such other action as might be reasonably necessary. Lessor will not assume any liability or any out-of-pocket expense in the performance of its obligations pursuant to this Section, and any such liability, cost, or expense incurred shall be the sole responsibility of Lessee.

4.5 No Waste or Nuisance. Lessee will not permit waste or pollution to occur to Lease on the Property; and Lessee will promptly report any waste, pollution or damage to the Property.

SECTION 5 - IMPROVEMENTS

5.1 Construction. In accordance to the Architectural Design and Development plans provided by Lessor dated May 11, 2016, Lessee is specifically authorized to construct at its sole cost and expense, remodel and/or update Improvements on all or any part of the Property and to modify contour and grade of the Property; provided, however, Lessee shall not take any action which would injure, damage, or impair the value of the Property or adjacent properties, or which would subject Lessee or

Lessor to any liability to an adjacent property owner. Lessee will remodel, construct or cause to be constructed on the site a modern leasable laboratory and office spaces on the Property, with one lease area of approximately forty-four thousand four hundred square feet (44,400), with the equipment and layout to meet the day-to-day business operation of sublessee, **(See Exhibit "C"-ME lease)** such as laboratory equipment, specialized storage, water resources, air ventilation, electrical capacity requirements and outlet locations, fire/freezer/refrigeration operations, lighting and hoists **(as per attached Exhibit "D"-Architectural Plan)**. Lessee will install equipment listed on **Exhibit "F"**.

5.1.1 Parking. The Property shall have throughout the term of the Lease; sufficient parking spaces for potential building tenants and visitors, to be accounted for within the building's current parking area which potentially may be expanded if needed.

5.1.2 Building Exterior and Façade. The exterior of the Property should blend with the adjacent buildings. Finished interior shall be consistent with new Class B office buildings standards. Lessee will determine the design and extent of the Improvements to be constructed on the Property so long as the design and extent of all Improvements comply with the building requirements as noted in **Exhibit "D"** Architectural Design and Development Plan.

5.1.3 Site Infrastructure Improvements. As part consideration for this Agreement Lessee agrees to fund and construct the following Improvements on the Property: Construct, remodel, install or cause to be constructed on the Property, including building(s) with not less than Sixty-three thousand four hundred square feet (63,400 sq. ft.) of leasable space. The first two (2) floors of the building are dedicated to the ME's office along with the out storage building and a sally-port which shall be constructed by Lessee in accordance with the Architectural Design Plan. All Improvements shall be designed, renovated, built and constructed in an excellent and workmanlike manner, and in compliance with applicable law.

5.2 Ownership. Lessor, and/or its successors and assigns, exclusively have legal title to the Property, meaning the buildings and real property. Lessee will hold legal title to and all incidents of ownership associated with the Improvements on the leasehold during the Term. The obligation to make all repairs and perform maintenance on the Property and its Improvements made during the Term, including but not limited to specialized storage, water and sewer deliverability resources, heating and air ventilation, electrical deliverability, fire/freezer/refrigeration operations and lighting, rests with and belongs to the Lessee during the Lease Term. Legal title to, and all incidents of ownership associated with, the Improvements including, without limitation, all rights to the proceeds of any insurance policies maintained by Lessee with respect to the Property or Improvements, without compensation to the Lessee, absolutely vest in Lessor on the Expiration Date or Termination Date, whichever is sooner.

5.3 Maintenance; Repair. Lessee or its sublessees, by Lessee's direction and control, will maintain the Property and facilities at Lessee's expense, and Improvements in a first-class and tenantable condition, with ordinary wear and tear excepted.

Lessee will promptly make all necessary and appropriate mechanical, structural and cosmetic repairs. Appropriate structural repairs include but are not limited to the roof, adjacently shared pipes, plumbing, water, air cooling or heating systems and electrical deliverability, no matter the point of damage, including specialized storage, ventilation system, electrical capacity requirements and outlet locations, fire/freezer/refrigeration operations and lighting. All such actions will be performed at expense of Lessee. Rent shall not abate during the course of any maintenance, demolition, or repairs by Lessee. Lessee will obtain the necessary zoning approvals, and required permits for any interior or exterior remodel, construction, maintenance and landscaping work for the Property, at no cost to Lessor.

5.4 Landscaping. Lessee agrees to install, maintain all exterior lighting, parking and landscaped areas and obtain for the Property at no cost to Lessor any necessary zoning for the Property at no cost to Lessor. Lessee shall act in a manner that will enhance the neighborhood and reflect well upon the Parties.

SECTION 6 - LEGAL REQUIREMENTS

6.1 Compliance. Lessee agrees, at Lessee's expense, to comply with all Legal Requirements (as defined below) throughout the Term of this Lease. Lessee agrees to comply with all Legal Requirements pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("**CERCLA**"), the Superfund Amendment and Reauthorization Act of 1986, as amended ("**SARA**"), the Resource Conservation and Recovery Act of 1987, as amended ("**RCRA**") and all similar state or local laws now in existence or to be enacted. Except as provided in Section 4.4 above regarding permits, Lessor will have no responsibility of any kind with respect to any of the Legal Requirements.

6.2 Contamination/Remediation. Lessee agrees it will not knowingly cause or contribute to any contamination of the Property. If such occurs, Lessee will immediately notify Lessor of same and initiate remediation procedures upon notice of said condition, will comply with all laws and regulations regarding same and will cooperate with Governmental Authorities and Lessor in remediation, and responsibility for all costs of and damages attributed to contamination and remediation (including attorney's fees) will be borne by Lessee.

6.3 Base Line and Post-Termination Assessments. The CLO and Lessee hereby acknowledge and agree that an Environmental Site Assessment report be prepared and submitted to the CLO, (at Lessee's sole expense), within ninety (90) days from the date of the full execution of this Lease, which shall form the base line reference point (the "Base Line Assessment") unless the parties agree in writing otherwise, for determining the existence of contamination or hazardous materials on the Property as of the Execution Date. The CLO and Lessee agree that any contaminants or hazardous materials found in the Base Line Assessment on the Property the Lessee shall bear the expense of eradicating the contaminants of hazardous materials.

The CLO and Lessee further agree that upon termination or expiration of the Lease, Lessee, at Lessee's sole expense, shall cause to be conducted by a qualified and licensed industrial hygienist or environmental engineer approved by CLO ("Site Reviewer") an environmental assessment (the "Post-Termination Assessment") of the Property, using methods and procedures substantially the same as those used in the Base Line Assessment or those methods and procedures currently required at the time of the Post-Termination Assessment, which ever are more stringent. In comparing the Post-Termination Assessment with the Base Line Assessment, if based upon the Site Reviewer's (or any governmental agency officer with environmental jurisdiction) reasonable professional judgment, there is an unacceptable increase in the level of hazardous materials identified and described in the Base Line Assessment, or if there appears to be the presence of hazardous materials in excess of acceptable quantities that were not present in the Base Line Assessment, and such increase in levels or presence has resulted from or been occasioned by Lessee's use or occupancy of the Property, then Lessee and CLO agree that Lessee's obligation with respect thereto shall be to: (i) promptly take reasonably necessary measures, per the Site Reviewer's (or any governmental agency officer with environmental jurisdiction) professional determination, to remediate the presence of such hazardous materials to at least the levels of the Base Line Assessment; (ii) to file the necessary documentation with the appropriate state and/or federal agencies to obtain a closure (such closure to be in accordance with the minimum standards required for such remediation); and review (iii) to diligently pursue and attempt to obtain such closure. In no event shall Lessee be responsible for the presence of any hazardous materials or any hazardous materials contamination caused by or resulting from activities at or near the Property prior to the Commencement Date.

6.4 Indemnity by Lessee. Lessee does hereby agree to protect, defend (by counsel selected by the CLO), indemnify and hold harmless the CLO and the CLO's officers, directors, partners, shareholders, members, employees, affiliates, agents, attorneys, lessors, mortgagees, successors and assigns and any successors to the CLO's interest in the Property their officers, directors, partners, shareholders, employees, affiliates, agents, attorneys, ground lessors, mortgagees, successors and assigns (each, an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") from and against all liabilities (including sums paid in settlement of claims), losses (including lost profits and diminution in the value of the Land), costs, obligations, demands, suits, judgments, liens, damages (including consequential and punitive damages), fines (including any sums ordered to be paid or expended by Lessee by any Governmental Authority or to remediate, clean-up or remove any hazardous materials), penalties, forfeitures, actions, defenses, administrative proceedings (including experts' and consultants' fees and costs), attorneys' fees and expenses (including any fees and expenses incurred in enforcing and interpreting this Lease), and claims (including third party claims for personal injury or real property damage) of any kind or nature whatsoever (whether foreseeable or unforeseeable, contingent or non-contingent, or arising out of contracts entered into or otherwise) (collectively, the "**Liabilities**") sought from or asserted against the Indemnified Parties in connection with, in whole or in part, directly or indirectly: (i) the breach of any representation, covenant or agreement of Lessee contained in this **Section 6**; and/or (ii) any act or omission of Lessee or its employees, agents, contractors and subcontractors which results in the presence, release, or threat of release of any hazardous materials in, on, under, from or affecting (1) the Property and/or (2) Improvements thereon and/or

(3) any property adjacent thereto and/or (4) any property adjacent to the Property to which hazardous materials have spread from the Property or been released in, on, or under as a result of or in connection with the operations of the Property. Such Liabilities will include, without limitation: (i) injury or death to any person; (ii) damage to or loss of use of the Property or the Improvement or any other Property or ground water, waterway or body of water adjacent to the Property; (iii) the cost of removal, clean-up or remedial action of any and all hazardous materials from the Property or surrounding area including any ground water, waterway or body of water and the preparation of any closure or other activity required by any Governmental Authority; (iv) the cost required to take necessary precautions to protect against the release of any hazardous materials in, on or under the Property, the Improvements or any property adjacent thereto, the air, any ground water, waterway or body of water, any public domain or any surrounding areas to the Property; (v) the cost of any demolition, alteration, rebuilding or repair of Improvements on the Property, or any property adjacent thereto or in any surrounding areas to the Property; (vi) any lawsuit brought or threatened, settlement reached, or governmental order relating to the presence, suspected presence, disposal, release or threatened release of any hazardous materials in, on, under, from or affecting the Property or in any areas surrounding the Property; and (vii) the imposition of any lien on or against the Property, the Improvements, or in any surrounding areas to the Property arising from the presence, disposal, release or threatened release of any hazardous materials in, on, under, from or affecting the Property. Lessee's obligations under **Section 6.4** shall survive the expiration or earlier termination of this Lease.

SECTION 7 - PERMITTED CONTESTS

7.1 Compliance. Lessee agrees to comply with all legal requirements throughout the Term at Lessee's expense. Except as provided by **Section 4.4.**, Lessor will have no responsibility of any kind with respect to any legal requirement.

7.2 Permitted Contest. Lessee will have the right to contest validity or application of any legal requirement by diligent pursuit of appropriate legal proceedings conducted at Lessee's expense.

7.3 Lessor's Contests. No act or omission shall in any way subject Lessor's interest in the Property to any lien or other encumbrance unless Lessor has consented in writing. In the event any action, proceeding, lien, encumbrance or other claim arising out of any act or omission of Lessee is filed or asserted against Lessor's interest in the Property, Lessor shall be entitled to defend against and seek to invalidate or remove same using counsel of its choice. Within ten **(10) days** after receipt of an invoice, Lessee agrees to reimburse Lessor for all reasonable costs and expenses, including attorney's fees, incurred by Lessor in taking such action.

SECTION 8 - LESSEE'S TRANSFERS

8.1 Lessee's Right to Assign the Lease. Lessee shall have the right to assign or transfer in whole and not in part, Lessee's interest, in this Lease subject to Lessor's prior written consent, and further

subject to and meets the conditions set forth below:

(a) To a successor or assignee that has a **net worth on the date of assignment of equal to or greater than Ten Million Dollars (\$10,000,000.00). The Ten Million Dollars (\$10,000,000.00) net worth shall exceed the total of all liabilities** as determined by an independent certified public accountant in accordance with generally accepted accounting principles. For purposes of this paragraph, the sale, assignment, transfer, or other disposition of issued and outstanding capital stock of Lessee, or of the ownership interest of any member, general partner, joint venturer, syndicate member or co-tenant, if Lessee is a limited liability company, partnership or joint venture or syndicate or co-tenancy, which shall result in changing the control of Lessee, shall be construed as an assignment of this Lease. **“Control,”** as used in this Lease, shall mean fifty percent (50%) or more of the voting power of the corporation; and

(b) A successor is defined as:

(1) Any corporation that controls or is controlled by Lessee,

(2) Another corporation in connection with a corporate reorganization, or the merger of Lessee into, or the consolidation of Lessee with, another corporation or corporations,

(3) Any successor of all or substantially all of Lessee's business or assets unless the assignment would otherwise be prohibited by provisions of this Lease, or

(4) Limited liability companies, limited partnerships and general partnerships.

8.2 Conditions Precedent to Assignment. The following are conditions precedent to Lessee's right of assignment:

(a) Lessee shall not be in default of any of the terms and conditions of this Lease;

(b) Lessee shall give Lessor reasonable, and no less than thirty (30) days written notice of the proposed assignment with documentation showing the proposed assignee qualifies as a permitted assignee, including, without limitation, financial documentation of the proposed assignee, certified by same to be true and accurate; and

(c) The proposed assignee shall, in recordable form, expressly assume all the covenants and conditions of this Lease.

8.3 Lessee's Obligation to Perform after Assignment. After any subsequent lessee or assignee is accepted by written consent of assignment by Lessor and Lessor approves of such assignment, the present Lessee will no longer be liable for payment of Rent to Lessor.

8.4 Lessee's Right to Assign Property Does Not Affect Rights to Sublease. Lessee's right to assign Lessee's interest in this Lease, does not in any way interfere with the Lessee's right to sublease individual sites within the Property. The Parties agree that Lessee's leases with all sublessees, including the ME, shall include a provision that in the event of Lessee's Default and upon notice of Lessee's default by the Lessor, the sublessees become tenants of the Lessor for the balance of their lease term, and thereafter they may negotiate with Lessor lease terms of their tenancy. Lessee shall have the right to sublease the third (3rd) floor subject to the restrictions, terms and conditions of this Agreement and upon Lessor's written approval. The Parties agree that the Lessor's approval of a sublessee is conditioned upon the sublessee's and Lessee's lease having agreed that in event of notice by Lessor of Lessee's default, the sublessees' become and are tenants of the Lessor. Lessee shall give prompt notice to the CLO of each potential sublessee. In the event that CLO approves said sublease the CLO along with the Lessee and any sublessee, shall enter into a Recognition and Non-Disturbance and Subordination Agreement substantially in the form of Exhibit "G" attached hereto. In the event of Lessee's Default and upon notice of Lessee's Default by the Lessor, the Parties agree that sublessees shall become tenants of the Lessor for the balance of their lease term, and thereafter they may negotiate with Lessor lease terms of their tenancy.

SECTION 9 - INDEMNITY; BOND; INSURANCE

9.1 Indemnity. In addition to the indemnification set forth in **Section 6.4**, Lessee further agrees to protect, indemnify and hold harmless the Indemnified Parties from and against all losses, liabilities, obligations, claims, demands, damages, penalties, fines, actions, causes of action, judgments, costs and expenses, including, without limitation, reasonable attorney's fees, litigation expenses and settlements entered into in good faith, incurred by any Indemnified Party or asserted against the interest of the Lessor in the Property or this Lease which do not result from the willful act or negligence of an Indemnified Party, and which arise by reason of:

- (a) any injury to or death of any person or any damage to the Property, Improvements or any property located in or on the Property;
- (b) any use, condition or state of repair of all or any part of the Property or Improvements;
- (c) any failure by the Lessee to perform or observe its obligations under this Lease; or
- (d) any negligence or willful act or omission on the part of the Lessee or any of the Lessee's agents, contractors, employees, licensees, invitees or sublessees.

If any action, suit or proceeding is brought against an Indemnified Party, Lessee will defend such action, suit or proceeding, promptly after the written request by the Indemnified Party, at Lessee's expense with legal counsel designated by Lessor and which is reasonably acceptable to Lessee.

9.2 Performance Bond. In accordance with 62 O.S. §§ 1 & 113, Lessee will provide Lessor an adequate surety bond **that provides Lessor direct access to such surety bond**, and is cancelable on completion of construction, in an amount sufficient to ensure

- (i) any Improvement(s) to the Property will be completed in accordance with the plans and specifications for such Improvement(s) and that all indebtedness incurred for labor and materials is paid;
- (ii) in the event such Improvement(s) is (are) not completed, the Property will be restored to its grade and conformation immediately prior to commencement of construction, at the option of Lessor. The Bond amount will be agreed on by the parties but shall be no less than **Sixteen Million Dollars (\$16,000,000.00)**;
- (iii) Default and capture of the bond if renovation or construction is not started by September 15th, 2016 or if the improvements are not completed or approved by CLO; and
- (iv) Protection against defective workmanship and materials for one year.

9.3 Required Insurance. Lessee, its sublessees, and their respective contractors will maintain, during the entire Term, the insurance described in this **Section** with responsible insurance carriers licensed to do business in the State of Oklahoma and having a general policyholder's service rating of **not less than in Financial Size Category XX**, as rated in the most current **available Best's Insurance Reports**.

9.3.1 Builder's Risk Insurance. During the course of construction and until completion of the Improvements, Lessee, its sublessees and/or assignees, or their respective contractors will maintain builder's risk insurance on an "all risk" basis (including collapse) on a completed value form for full replacement value covering the interest of Lessee, and its contractors or subcontractors, in all work incorporated in the Improvements and all materials and equipment on or about the Property. All materials and equipment in any off-site storage location intended for permanent use in the Improvements, or incident to the construction thereof (but not including machinery, tools or equipment used by contractors and excluding foundations, excavation and footings below the lowest basement floor) shall be insured on an "all risk" basis as soon as the same have been purchased.

9.3.2 Construction Period Liability Insurance. During the course of construction until completion of the Improvements, Lessee, its sublessees and/or assignees, or their respective contractors will maintain contractor's comprehensive general and automobile liability insurance in an amount not less than **Five Million Dollars (\$5,000,000.00)** combined single limit for bodily injury and property damage. Such insurance coverage shall include property liability, contractor's protective liability on the operations of all subcontractors, completed operations, blanket contractual liability, and automobile liability (owned, non-owned and hired).

9.3.3 Permanent Property Insurance. Upon expiration of the Lessee's builder's risk policy, Lessee, its sub-lessees and/or assignees, will maintain insurance against loss or damage by fire and such other risks or hazards as are insurable under then available standard forms of "all risk" insurance policies for the full replacement cost value of the Improvements (including an "agreed amount" endorsement).

9.3.4 Lessee's Liability Insurance. Lessee, its sublessees and/or assignees, will maintain comprehensive general and automobile liability insurance, including blanket contractual liability, products and completed operations coverage, in an amount not less than **Ten-Million Dollars (\$10,000,000.00)** combined single limit for bodily injury and property damage arising out of any one occurrence, or in any increase amount reasonably required by Lessor.

9.3.5 Other Insurance. Lessee will maintain, and will ensure that all contractors maintain all insurance required by law including but not limited to workers' compensation and unemployment insurance, and other insurance with respect to the Property and Lessee's use and operation thereof and in such amounts as Lessor may request, provided such other insurance shall be insurance which at the time is commonly maintained by owners of like properties and/or operators of like businesses.

9.3.6 Umbrella Liability Insurance. Umbrella liability insurance in the amount of not less than **Twenty-Million Dollars (\$20,000,000.00)**, and such umbrella liability insurance is to be in addition to the insurance required hereunder.

9.4 Policy Provisions; Separate Insurance. All insurance required to be maintained by this Lease will:

- (a) name Lessor and Lessee as insureds as their respective interests appear;
- (b) provide the coverage afforded by such policies will not be canceled, materially changed or reduced without at least **thirty (30) days** prior written notice to Lessor;
- (c) be in a form reasonably satisfactory to Lessor.

Lessee agrees not to take out separate insurance, concurrent in form or contributing in the event of loss with that required above, unless

- (i) the policies are submitted to Lessor for its prior approval, which approval will not be unreasonably withheld,
- (ii) the insurers thereunder and the terms thereof are acceptable to Lessor in accordance with this **Section 9**, and
- (iii) Lessor is included therein as an additional named insured.

THE STATE OF OKLAHOMA, UNDER THE GOVERNMENTAL TORT CLAIMS ACT, TITLE 51, SECTIONS 151-172 OF THE OKLAHOMA STATUTES, HAS ADOPTED THE DOCTRINE OF SOVEREIGN IMMUNITY AND WAIVES ITS IMMUNITY ONLY TO THE EXTENT AND IN THE MANNER PROVIDED IN THE GOVERNMENTAL TORT CLAIMS ACT, AND THE STATE, INCLUDING THE CLO, DOES NOT WAIVE ANY OF ITS RIGHTS OR PRIVILEGES BY ENTERING INTO THIS AGREEMENT.

9.5 Delivery of Policies and Bond. Promptly after the execution of this Lease, prior to delivery of possession of the Property, and upon each renewal or securing a new policy throughout the Term, Lessee will deliver to and surrender to Lessor a true and correct duplicate originals of all insurance policies or a certificate of insurance and any original bond document required by this Lease, together with appropriate evidence of payment of premium.

9.6 Review of Insurance Coverage. Lessee agrees to conduct periodic reviews and analyses of the adequacy of the insurance coverages required hereunder as often as significant valuation or construction changes occur and at least annually. A report of the results of such reviews along with any recommended action or changes will be forwarded to Lessor promptly after the reviews are made.

9.7 Indemnity. Lessee agrees to indemnify and hold Lessor harmless from and against claims and liability for personal injury, death, property damage, or contract liability arising from the use, occupancy, disuse or condition of the Property, Improvements, or adjoining areas or ways under Lessee's control.

SECTION 10 - DAMAGE; DESTRUCTION

10.1 Notice of damage: In case of damage to the Improvements, which would cost in excess of **Two Hundred Fifty-Thousand Dollars (\$250,000.00)** to repair, Lessee will promptly give written notice to Lessor describing the nature and extent of the casualty.

10.2 Restoration. If the Improvements are damaged or destroyed during the Term, as soon as practical after the casualty, the Lessee will restore the Improvements as nearly as possible to the condition which existed immediately prior to such damage or destruction. Lessee will not be entitled to any offset or abatement in Rent or to any termination or extension of the Term as a result of deprivation or limitation of use of the Improvements occasioned by any casualty or by repairs or replacements required by this Section.

10.3 Insurance Proceeds. Subject to the requirements of any Mortgagee of Lessee's, insurance proceeds will be applied to payment of the costs of restoration as such costs are incurred. After full payment of all costs of restoring the Improvements, any balance of the insurance proceeds will be paid to Lessee.

SECTION 11 – CONDEMNATION

11.1 Apportionment of Award. In the event of a taking by eminent domain, partial or otherwise, or a granting in lieu of condemnation, the award shall be apportioned between the value of the land and Improvements and such award shall be paid in accordance with the order of the court or the agreement of the parties with the political entity so taking.

11.2 Participation in Proceedings. Lessor, Lessee, Mortgagor and Mortgagee will each have the right at their respective expense to participate in any proceeding seeking to take all or a portion of the Property or the Improvements and in any appeals which might be taken.

SECTION 12 – MORTGAGES

12.1 Lessee's Mortgages. During the Term, Lessee will have the right to execute one or more Mortgages without Lessor's consent, provided all rights of each Mortgagee will be subject to the terms of this Agreement, and subordinate to the rights of Lessor. Lessee may not encumber the estate of Lessor and all liens, mortgages and other claims against Lessee and Lessee's estate in the land shall be subordinate to the rights of Lessor. Nothing contained in this Section shall be deemed to waive or impair any right or remedy Lessor may have upon default by Lessee under this Lease.

12.2 Rights of Mortgagee. If within **thirty (30) days** after execution of a Mortgage, the Mortgagee notifies Lessor in writing of the name and address of Mortgagee and provides to Lessor a copy of the Mortgage, then so long as the Mortgage remains of record the following provisions will apply:

12.2.1 Cancellation, Default. The Lessor and Lessee agree not to cancel, surrender or modify this Agreement or terminate this Lease, without prior written notice to each Mortgagee **and in the event of default ensure adequate notice and opportunity to cure.**

12.3 No Merger. So long as any Mortgage is in existence, the fee title to the Property and the leasehold estate of Lessee shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Lessor or by Lessor or by a third party, by purchase or otherwise.

SECTION 13 - LESSEE'S DEFAULT; LESSOR'S REMEDIES

13.1 Lessee's Default. The following events will be Events of Default by Lessee under this Agreement:

- (a) Failure to make any Payment when due; or
- (b) Failure by the Lessee to commence construction, remodel, renovation or making Improvements to the site within **three (3) months** from Commencement Date, or

(c) Failure to comply with any other term of this Agreement.

13.2 Notice; Opportunity to Cure. On the occurrence of any Event of Default Lessor may declare a Default by written notice to Lessee specifying its' nature. In the event Lessee cures a Default within **thirty (30) days** after receipt of notice, or commences and diligently prosecutes action which can be reasonably expected to cure a Default within **sixty (60) days** after receipt of notice, Lessor and Lessee at Lessor's option may be restored to their respective rights and obligations under this Agreement as if no Event of Default occurred.

13.3 Remedies. On failure of Lessee to cure a Default within the time provided, Lessor will have the option to do any one or more of the following without further notice or demand, including taking possession, in addition to and not in limitation of, any other remedy permitted by law or by this Agreement subject to the rights of the mortgagee.

13.3.1 Directly receive Rent from sublessees. Lessor may notify sublessees of Lessee's Default, and that Lessor is to receive sublessees' rent subject to the terms of the Parties agreement herein, and the requirement that Lessee's contracts with all sublessees shall include a provision that in the event of Lessee's Default the sublessees become and are tenants of the Lessor for the balance of their lease term, and thereafter they may negotiate with Lessor lease terms of their tenancy.

13.3.2 Termination. Lessor may terminate this Agreement, in which event Lessee will immediately surrender Property and Improvements to Lessor, but if Lessee fails to do so, Lessor may, to the maximum extent permitted by law, without notice and without prejudice to any other remedy Lessor might have, enter and take possession of Property and Improvements and remove Lessee's personal property.

13.3.3 Option to Perform. Lessor may perform or cause to be performed the obligations of Lessee under this Agreement and may enter Property and Improvements to accomplish such purpose. Lessee agrees to reimburse Lessor on demand for any expense in full, plus a ten percent (10%) surcharge, for costs Lessor incurs to effectuate compliance with the terms of this Agreement on behalf of Lessee, which expense will bear annual interest at ten percent (10%) per annum.

13.3.4 Capture the Bond. Lessor may enforce its rights under any bond outstanding at the time of such termination.

13.4 No Waiver. No action by Lessor during the Term will be deemed an acceptance by Lessor of an attempted surrender of Property or Improvements. No re-entry or taking possession of the Property or Improvements by Lessor will be construed as an election by Lessor to terminate this Agreement, unless Lessor signs a written notice of termination. Notwithstanding any re-entry or taking possession, Lessor may later elect to terminate this Agreement for a previous Default. Acceptance by Lessor of any Payment following the occurrence of an Event of Default will not be construed as waiver

of such Event of Default. No waiver of any Event of Default by Lessor will be deemed to constitute a waiver of any other or future Event of Default. Forbearance by Lessor to enforce one or more remedies will not be deemed to constitute a waiver of any Default. No provision of this Agreement will be deemed waived by Lessor unless waiver is in writing signed by Lessor. Rights and remedies granted to Lessor in this Agreement are cumulative and every other right or remedy Lessor has in law or equity and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

SECTION 14 - SURRENDER OF PROPERTY

14.1 Lessee's Duty to Surrender. If Lessee fails to surrender the Property at the expiration or sooner termination of this Lease, Lessee shall defend and indemnify Lessor from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to surrender. With the exception of the trade fixtures and personal property owned by the ME, other sublessees, or the CLO, Lessee may remove from Improvements any Trade Fixtures, which can be removed without material damage to Property or Improvements. Any Trade Fixtures or other personal property not removed within **thirty (30) days** after the Expiration Date or earlier termination of this Lease will become the property of Lessor and may be retained or disposed of by Lessor, at its option and free of any claim of Lessee.

14.2 Holding Over. This Lease shall terminate without further notice at expiration of the Term. Any holding over by Lessee after expiration or other termination shall not constitute a renewal or extension or give Lessee any rights in or to the Property except as expressly provided in this Lease.

SECTION 15 - MISCELLANEOUS PROVISIONS

15.1 Force Majeure. If Lessee is delayed or prevented from performing any term of this Lease (other than payment of Rent) by reason of riots, war, natural disaster or other reason beyond Lessee's control, then performance will be excused for the period of delay and the time for performance will be extended for a period equal to the period of such delay. In no event will payment of Rent be abated or subject to offset.

15.2 Governing Law; Venue; Interpretation; Trust Obligations. This Lease shall be interpreted in accordance with laws of the State of Oklahoma. Lessee agrees this Lease is deemed accepted, executed, approved and delivered in Oklahoma County. Lessee agrees any dispute, arbitration or litigation with Lessor in relation to this Lease shall be conducted in the State District Court of Oklahoma located in Oklahoma County, Lessor's only official residence and place of business.

15.3 Lease Subordinate. This Lease will be subject and subordinate to, and Lessee will comply with, the Oklahoma Constitution and Statutes, court orders, policies, procedures and rules, as amended, relative now and to the future operation and management of the CLO's lands and properties.

15.4 Approvals. When approval by either Lessee or Lessor is required, such approval will not be unreasonably withheld.

15.5 Entire Agreement. This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been, is or will be relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors, and the warranties, representations, and covenants in the Lease itself. Failure or refusal of either party in advance to inspect the Property or Improvements, to read the Lease or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

15.6 Execution in Counterparts. This Lease may be executed in multiple counterparts when taken together shall constitute one agreement; and any party may execute this Lease by signing each counterpart.

15.7 Time. Time is of the essence of this Lease.

15.8 Recording. Lessor and Lessee agree this Lease, or a Memorandum of Lease prepared by Lessor and mutually agreed to by the parties, will be recorded in the records of Lessor and of the County Clerk of the County in which the Property is located.

15.9 Severability. The invalidity or illegality of any provision shall not affect the remainder of the Lease.

15.10 Exculpation. Lessee understands and agrees neither Lessor, nor any Person acting on behalf of Lessor, will have any personal liability under this Lease.

15.11 Right of Entry. Lessor may enter upon the Property at such times as may be reasonable for inspection, for the purpose of exercising any of its rights reserved under this Lease, or for the purpose of fulfilling any of its obligations hereunder.

15.12 Audit Clause. Lessee agrees all of its books, records, documents, working papers, accounting procedures and practices, and all other documents, items and other property relevant to Lessee's performance of this Lease ("Records") are subject to examination by Lessor and the Oklahoma State Auditor and Inspector immediately upon request, and all such Records shall be maintained for a period of seven years from the date created or received, or if an audit or litigation ensues, the Records shall be maintained for a period of seven (7) years after the final disposition of any such proceedings.

15.13 Fair Dealing. Lessee covenants and warrants the only Persons and entities interested in this Lease are named and no others have any interest in this Lease at this time; Lessee enters into this Lease without collusion on its part with any other Person, without fraud, and in good faith.

Lessee further covenants and warrants no gratuities (in the form of entertainment, gifts or otherwise) were, or during the term will be, offered or given by Lessee, or any agent or representative of Lessee, to any officer, employee or agent of Lessor with a view toward securing this Lease or securing favorable treatment with respect to the performance of this Lease.

15.14 Conflict of Interest. Lessee covenants and agrees, upon the signing of this Lease, or within **five (5) days** after the acquisition of any interest herein or in Lessee by any other person during the term, Lessee will disclose in writing to Lessor whether any commissioner, board member, officer or employee of Lessor or any public official or employee has any direct, indirect, legal or beneficial interest in Lessee or in any contract or agreement between Lessor or Lessee, or in any franchise, concession, right or privilege of any nature or otherwise granted by Lessor to Lessee.

15.15 Discrimination. Lessee agrees in the use, occupation and operation of the Property it will not discriminate against any person or class of persons by reason of race, color, national origin, ancestry, creed, religion or politics.

15.16 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be deemed to have been given when delivered personally to the party or, when actually received if sent by registered or certified mail, postage and charges prepaid, addressed as follows:

Correspondence to Lessor: Commissioners of the Land Office
204 N. Robinson, Suite 900
Oklahoma City, Oklahoma 73102
Attention: Secretary

Payments to Lessor: Commissioners of the Land Office
Lock Box Account
PO Box 48896
Oklahoma City, OK 73124-8896

To Lessee: _____

Either party may change its notice address(es) by giving written notice to the other party as provided above.

SECTION 16 - DEFINITIONS

16.1 Defined Terms. The words defined in this Section are intended to have the following meanings when used in this Lease:

16.1.1 Commencement Date. The date on which this Lease has been approved and executed by the Parties as evidenced by the date of Parties' execution below.

16.1.2 Expiration Date. The date is **twenty-five (25) years** from the Commencement Date.

16.1.3 Governmental Authorities. Any court, agency, authority, board (including, without limitation, environmental protection, planning and zoning), bureau, commission, department, office or instrumentality of any nature whatsoever of any governmental or quasi-governmental unit, whether federal, state, county, district, municipality, city, political sub-division or otherwise, whether now or hereafter in existence, or any officer or official of any of the foregoing.

16.1.4 Improvements. All pipes, utility lines, drainage Improvements, parking areas, roadways, access ways, sidewalks, landscaping, buildings, structures, facilities and other remodeling, or Improvements now or hereafter installed in or constructed or located on the Property. The term "Improvements" specifically excludes Trade Fixtures and those items purchased by any sublessee, which is used for the ME office and those listed under **Exhibit "F"**.

16.1.5 Legal Requirement(s). All statutes, ordinances, laws, orders, judgments, decrees, injunctions, rules, rulings, regulations, permits, licenses, authorizations, directions, determinations, policies and other requirements of any Governmental Authority (including, without limitation, those pertaining to zoning, building, health and the environment) in any way applicable to Lessee or the Property or any part, and all requirements of any insurance policy covering or applicable to all or any part of the Property or its use and all requirements of the issuer of any such policy and all orders, rules, regulations, recommendation and other requirements of the Board of Fire Underwriters or Insurance Service Office or any other body exercising the same or similar functions and having jurisdiction of all or any part of the Property in each case, whether now or hereafter enacted and in force, including, without limitation, those relating to the development, construction, use, occupancy, operation, management, maintenance, repair, modification, alteration (structural or otherwise), demolition of the Property or any part, and related permits, licenses, authorizations and regulations and covenants, agreements restrictions and encumbrances, contained in any instrument either of record or known to Lessee affecting Lessee or the Property or any part.

16.1.6 Mortgage(s). A mortgage, security agreement, collateral assignment or other instrument creating a lien, security interest or other encumbrance covering all or any part of the Lessee's interest in: **(i)** this Lease; **(ii)** the leasehold estate created; **(iii)** the Property, or **(iv)** the Improvements.

16.1.7 Mortgagee(s). Any Person holding a Mortgage and such Person's successors and assigns of which Lessor has received written notice.

16.1.8 Operation Date. The date that the enterprise is first opened or is capable of being open for business or no later than July 1, 2017. Lessor and Lessee will certify the actual Operation Date.

16.1.9 Operations. The period of time beginning with the Operation Date.

16.1.10 Person. Any individual, corporation, association, trust, partnership, joint venture or other entity or any government commission or agency or political subdivision.

16.1.11 Property. Property means the real property, buildings, facilities, Property and Improvements.

16.1.12 Trade Fixtures. Trade fixtures are the personal property, business fixtures and office furniture, tables, computers, lab equipment that is owned by the Lessee or sublessee, separate and apart from the Property, and which are not permanently affixed to the Property and can be removed without causing damage, or the need for repairs or improvement to the Property.

16.1.13 Execution Date. Date on which both parties have accepted and signed the lease contract.

16.2.14 Construction Period. The period beginning on the Commencement Date through the Operation Date.

SECTION 17 - TERMINATING CONDITIONS

17.1 Lessee's Termination. Notwithstanding any contrary provision herein, Lessee may terminate this Lease at any time prior to the expiration of **ninety (90) days** from the Commencement Date, if:

Lessee shall have determined in exercise of its good faith judgment, after having made bona fide efforts to secure construction and long term financing for the Improvements, none is available on terms reasonably acceptable to Lessee.

17.2 Termination Notice. Lessee's right to terminate this Lease as provided in **Section 17.1** may be exercised at any time prior to **sixty (60) days** after the Commencement Date by giving Lessor **one (1) month** prior written notice. If Lessee according to **Section 17** terminates this Lease, Lessee will be entitled to **no** refund of any Rent, pro rata or otherwise.

IN WITNESS WHEREOF, Lessee and Lessor have executed and approved this Lease in **two (2)** original counterparts, on the date indicated.



**State of Oklahoma
Office of Management and Enterprise Services
Real Estate and Leasing Services**

Sublease Agreement

THIS SUBLEASE AGREEMENT is made and entered into this **TBD** day of **TBD, 2016**, between **TBD**, their successor(s) and/or assigns, hereinafter called the SUBLESSOR, and THE STATE OF OKLAHOMA, by and through its OKLAHOMA OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES, on behalf of the **OFFICE OF THE CHIEF MEDICAL EXAMINER OF THE STATE OF OKLAHOMA**, hereinafter called the SUBLESSEE.

WITNESSETH: WHEREAS, the SUBLESSOR is a tenant under a certain Lease dated **TBD**, with the **OKLAHOMA COMMISSIONERS OF THE LAND OFFICE** which was conveyed on **TBD** to **TBD**, covering approximately **TBD** square feet of space ("Leased Premises") in the building located at 921 NE 23rd Street, Oklahoma City, Oklahoma, with a copy of said Lease attached hereto as "Attachment G"; and

WHEREAS, under the terms of said Lease, the SUBLESOR may sublet all or part of said premises; and

WHEREAS, SUBLESSOR desires to sublet to SUBLESSEE and SUBLESSEE desires to sublet from SUBLESSOR that certain premises in the building, as more particularly described below; and

WHEREAS, the SUBLESSOR is not in arrears in rental payments under the terms of SUBLESSOR'S lease and is not in breach of any other terms or conditions of the lease, SUBLESSOR agrees to pay the rental payments as required under the terms of its Sublease and agrees to avoid any other breach of the terms and conditions of its lease.

NOW THEREFORE, the parties hereto, for consideration hereinafter stated, do covenant and agree to the following, to wit:

1. **PREMISES.** The SUBLESSOR hereby leases to the SUBLESSEE the following described premises:

(Room/Suite, and Street Address): 921 NE 23rd Street, Suite 100
 (City, State and Zip): Oklahoma City, OK 73105
 (Legal Description & Building Name): 921 BUILDING

Consisting of **TBD** Net Usable Square Feet of space to be used by the SUBLESSEE for **medical examiners lab and offices** (General Purpose). The Subleased premises are shown on the floor plan, signed and dated by SUBLESSOR, attached to this Sublease Agreement as "Attachment A."

2. **TERM.** This Sublease shall begin on the July 1, 2017, and end on the June 30, 2042.

3. **RENT.** The SUBLESSEE shall pay the SUBLESSOR the amount of **\$TBD** per MONTH for a TOTAL **\$TBD** as rental for the above described premises for the term of this Sublease Agreement, payable in arrears, in equal monthly installments in accordance with statutory requirements and upon proper presentation of invoicing from the SUBLESSOR. The SUBLESSEE shall not be obligated to pay rent for any period prior to the time that the facility is occupied by the SUBLESSEE.

4. **UTILITIES AND SERVICES.** The SUBLESSOR will provide the following utilities and services during the occupancy of said premises under the terms of this Sublease: (SUBLESSOR must initial each service which will **NOT** be provided.)

<u> </u> Electricity	<u> </u> <input checked="" type="checkbox"/> Janitorial Services & Supplies-5 days/wk (or <u> </u> days/wk)
<u> </u> Gas	<u> </u> Snow and Ice Removal <u> </u> Pest Control
<u> </u> Water & Sewer	<u> </u> <input checked="" type="checkbox"/> Trash Removal
<u> </u> General Lawn Care	<u> </u> <input type="checkbox"/> *** Building Security

***Sublessee will be responsible for inside security, Sublessor will be responsible for 3rd fl. and outside.

5. **MAINTENANCE, REPAIR, IMPROVEMENTS, EQUIPMENT, SERVICES.**

- a. It is agreed and understood that the Subleased premises shall be equipped with necessary window treatments, fixtures for adequate lighting, electrical wiring and outlets, plumbing facilities to include hot and cold water, and central vented heat and refrigerated air-conditioning adequate to maintain air temperature between 68 and 74 degrees during hours of operation, unless otherwise specified in this Sublease Agreement
- b. SUBLESSOR agrees to keep, repair and maintain, at SUBLESSOR'S expense, the Subleased premises and all plumbing, heating, air conditioning, roof structure, electrical and mechanical devices, sidewalks, passageways in common areas, parking surfaces, appliances, and equipment belonging to the SUBLESSOR, of every kind or nature located upon or serving the Subleased premises, in good repair, condition, and working order, suitable to the purpose and use for which SUBLESSEE has subleased these premises. This shall include the replacement of lamps, tubes, ballasts, and broken or

stained ceiling tiles. As used herein, the word "repair" shall mean and include replacement of broken or cracked glass, unless through the fault of the SUBLESSEE.

- c. The SUBLESSOR shall be responsible for all costs incurred for any Government, State, or City inspections required for SUBLESSEE'S occupancy.
 - d. If the SUBLESSOR provides supplemental air conditioning, it shall be maintained and climatically controlled at a temperature level determined necessary by the SUBLESSEE and shall be operated twenty-four hours per day, seven days per week.
 - e. Programmable thermostats with a plastic lock box cover shall be provided by SUBLESSOR if the SUBLESSEE is responsible for the utility expenses. A key shall be provided to the SUBLESSEE for each lock box upon occupancy. If a utility is to be paid by the SUBLESSEE, the SUBLESSOR shall, at SUBLESSOR'S expense, furnish and install a meter for measuring each applicable utility for the subleased space.
 - f. SUBLESSOR shall provide SUBLESSEE with keys to the entrances and exits and all locking doors within the Subleased premises and shall have use and access to the Subleased premises 24 hours per day, 7 days per week at no additional cost to the SUBLESSEE.
 - g. Exterior lighting shall be furnished by SUBLESSOR as necessary for security.
 - h. SUBLESSOR shall provide and install all telephone and data conduit preparation necessary per telephone company specifications and/or building codes. The SUBLESSEE shall provide telephone wiring from the telephone equipment room to the telephone instruments and may contract with another party for this purpose, or may use existing wiring if available. Upon SUBLESSEE vacating the premises, any data or telephone cabling services remaining in the building shall be considered abandoned by SUBLESSEE.
 - i. For the purpose of maintaining the premises, the SUBLESSOR reserves the right to enter and inspect the premises at reasonable times and to make the necessary repairs to the Subleased Premises.
 - j. SUBLESSOR shall maintain a quiet environment by ensuring other tenants of the building do not create noises or engage in any other activity on the Subleased Premises that may be disruptive to SUBLESSEE.
 - k. It is further understood and agreed that if the SUBLESSOR does not maintain the premises and all appurtenances, as required in this agreement, in good repair, reasonable wear and tear accepted, the SUBLESSEE shall notify the SUBLESSOR in writing, by certified mail, of SUBLESSOR'S deficiency in maintaining the Subleased premises.
 - (1) If SUBLESSOR fails to take steps to remedy the deficiencies identified by the SUBLESSEE within thirty (30) days after proper notice has been mailed to the SUBLESSOR, the SUBLESSEE, at its option, may either (a) correct such deficiencies, and deduct the cost from future rental installment(s) or collect from the SUBLESSOR in any manner provided by law; or (b) withhold rental payments until deficiencies are corrected
 - (2) Should any equipment fail, or repairs fail to be made by SUBLESSOR, which render the Subleased premises unfit for occupancy by the SUBLESSEE and unsuitable for the intended purpose, the SUBLESSEE may, after giving the SUBLESSOR written notice of the failure, either (a) reduce or withhold Sublease payments on a pro rata basis for that period of time for which the Subleased premises were not occupied; (b) immediately terminate this Sublease and vacate the Subleased premises with no further obligations by the SUBLESSEE to the SUBLESSOR; or (c) have the deficiencies, repaired, or replaced and may either (i) deduct the cost from future rent installments; (ii) collect such cost from SUBLESSOR in any manner provided by law; or (iii) withhold rental payments until deficiencies are corrected.
 - l. SUBLESSEE is prohibited from making permanent improvements to non state-owned property and cannot legally incur any cost for permanent improvements made to the Subleased premises.
 - m. SUBLESSEE may install data and telephone cabling/services and modular panels prior to occupancy of the space, at no additional cost, with the understanding that it must not interfere with the SUBLESSOR'S remodeling of said space.
 - n. The SUBLESSOR shall provide the SUBLESSEE with adequate written notification of any need to shut down any utility serving the Subleased premises.
 - o. SUBLESSEE agrees to use the Subleased premises for the purposes stated above and to exercise reasonable diligence in the use of the Subleased premises. Further, SUBLESSEE agrees, upon vacancy of the Subleased premises, to return the Subleased premises to the SUBLESSOR in as good a condition as when originally Subleased, ordinary wear and tear accepted.
6. **JANITORIAL SERVICES.** The SUBLESSOR shall provide janitorial services per the following specifications:
- a. Daily removal of waste and refuse, and replacement of trash liners as necessary.
 - b. Daily mopping and sanitation with germicidal detergent of rest rooms.
 - c. Floors swept or vacuumed daily.
 - d. Hard surface floors spot mopped daily and mopped at least once per week.
 - e. Daily sanitation with germicidal detergent of break rooms and coffee bars.
 - f. Carpets spot cleaned as needed and steam cleaned annually.
 - g. Soap and paper products furnished in all rest rooms and break rooms at all times.
 - h. Interior glass walls cleaned as needed.
 - i. Interior and exterior windows washed annually.
 - j. Hard floors waxed and polished quarterly.
 - k. Window coverings, floor base, wood trim, light fixtures, light lens, air vents, and walls cleaned twice annually.

7. **LAWS, CODES, ORDINANCES, RULES, REGULATIONS.** The SUBLESSOR shall be responsible for compliance with all applicable federal, state and local laws, codes, ordinances, rules, and regulations pertaining to health, safety, fire, and public welfare. Furthermore, the State Fire Marshal, or applicable City Fire Marshal, must inspect the facility prior to the initial occupancy, acquisition of additional space, or renovation of existing space, and/or approve building plans for new construction, for compliance with the Life Safety Code, Fire Prevention Code, and National Fire Protection Association Standards, and shall provide a written report of said inspection or signed floor plan, as "Attachment B".
8. **CASUALTY DAMAGE.** It is mutually agreed between the SUBLESSOR and SUBLESSEE that if the building and premises shall be slightly damaged by fire or any other cause or causes, the SUBLESSOR shall promptly repair the building and premises. If the space cannot be fully utilized by SUBLESSEE during the time of the repair, Sublease payments required under this Sublease Agreement shall either be reduced or withheld on a pro rata basis in accordance with the amount of space available for use by the SUBLESSEE. If the building and premises are unfit for occupancy by the SUBLESSEE as a result of damage by fire or any other cause or causes, this Sublease Agreement may be terminated, and the SUBLESSEE may vacate the premises with no further obligation to the SUBLESSOR under the Sublease Agreement from the date that the premises were damaged.
9. **LIABILITY INSURANCE.** The SUBLESSOR and SUBLESSEE shall maintain insurance or self-insurance covering property and contents and liability through the Risk Management Program established by 74 O.S. § 85.58 et seq. and administered by the Oklahoma Office of Management and Enterprise Services. Liability self-insurance shall correspond directly with 51 O.S. §151, et seq. SUBLESSOR and SUBLESSEE shall provide proof of Self Insurance upon request. Subject to and in accordance with the provisions of the Governmental Tort Claims Act, SUBLESSOR and SUBLESSEE shall be responsible for damages to the premises caused by SUBLESSOR or SUBLESSEE or its employees, invitees, representatives, or agents.
10. **SUBLESSEE'S PERSONAL PROPERTY.** SUBLESSEE shall be responsible for all personal property, equipment or fixtures placed in or on the premises by SUBLESSEE or its agents, employees, or invitees, and all personal property, equipment or fixtures shall remain the property of SUBLESSEE, and may be removed by the SUBLESSEE without penalty. SUBLESSOR shall be responsible for damages or loss of SUBLESSEE'S personal property, equipment, and fixtures if caused as a result of a failure of the building systems or SUBLESSOR'S negligence.
11. **TERMINATION.** It is agreed during the term of this Sublease or any extension thereof, the SUBLESSEE shall have the right to terminate this Sublease at the end of any fiscal year of the SUBLESSEE, if the State Legislatures fail to allocate sufficient funds to SUBLESSEE for rental payments required under this Sublease. SUBLESSEE shall be the final authority as to the availability of funds.
12. **OPTION TO RENEW.** The SUBLESSEE shall have the option to renew the term of this Sublease Agreement for **three (3)** additional five-year periods on the same terms and conditions contained in this Sublease Agreement. On any options granted hereunder, the parties agree that during any option period the SUBLESSEE reserves the right to cancel the Sublease by SUBLESSEE giving notice in writing to SUBLESSOR at least thirty (30) days prior to the desired date of cancellation, and rental shall cease upon date of vacation.
13. **SPECIAL TERMS AND CONDITIONS.** This Sublease Agreement is subject to the terms, conditions, modifications, additions, and deletions listed below or attached hereto:
 - a. Any changes made to the attached floor plan must be preauthorized by the Oklahoma Office of Management and Enterprise Services and mutually agreed upon by the SUBLESSOR and SUBLESSEE. If a change is made to a wall configuration, which is not in accordance to the attached floor plan and is not authorized by the Oklahoma Office of Management and Enterprise Services the SUBLESSOR shall be responsible for altering the space to comply with the floor plan and for all associated costs.
 - b. SUBLESSOR, at SUBLESSOR's sole expense, will remodel and construct the building to SUBLESSEE's satisfaction, to include all building specifications in accordance with "Attachment F" for SUBLESSEE's occupancy no later than July 1, 2017.
 - c. SUBLESSOR shall designate three points of contact in case of a building emergency. SUBLESSOR shall provide a list of people or workers allowed on site during an emergency and shall provide a copy of the accepted or recognized credential. In addition, the SUBLESSOR shall allow the SUBLESSEE to pre-credential the listed individuals if necessary.
 - d. It is expressly agreed that the SUBLESSEE may install access control system to the leased premises to control access as needed or required.
 - e. The SUBLESSOR agrees to provide and maintain secured parking for all SUBLESSEE'S employees and invitees.
 - f. SUBLESSEE shall have the right to place, erect and/or install equipment as necessary to fulfill SUBLESSEE'S mission.
14. **SIX MONTH NOTIFICATION.** The SUBLESSOR shall, as applicable, provide written notification by certified mail to the SUBLESSEE (user agency) if the Sublease will not be renewed on the same terms and conditions contained in this Sublease Agreement. Said notification shall be provided no less than six (6) months prior to (a) the end of the Sublease term, or any extension of the Sublease term, if the SUBLESSEE has no remaining options to renew in Section 12 above; or (b) the end of the last renewal period after the SUBLESSEE has exercised its last option to renew. Failure by the SUBLESSOR to provide said notification shall result in the automatic renewal of the Sublease Agreement, at the option of the SUBLESSEE, for an additional twelve-month period on the same terms and conditions. However, this extended twelve-month term shall not automatically

Appendix "D"

EXEMPTION LIST OF SUB-LESSEE'S

Any Law Enforcement Entities

Funeral Entities

Organ Procurement Organizations

Department of Corrections

Private Forensic/Toxicology Laboratories

Health Department

Appendix "E"

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Building Item	Quantity	Unit cost	Total Cost	Specifier	Provider	Remarks
				MWL	OFOI	Owner Furnished Owner Installed
				H&C	OFCI	Owner Furnished Contractor Installed or Coordinated
				OWNER	CFCI	Contractor Furnished Contractor Installed
GENERAL FURNITURE						
Planters	4	\$ 100.00	\$ 400.00	OWNER	OFOI	
Conference Room Chairs	40	\$ 450.00	\$ 18,000.00	OWNER	OFOI	
Conference Room Table	4	\$ 1,088.00	\$ 4,352.00	OWNER	OFOI	
Desk Chairs	65	\$ 389.99	\$ 25,349.35	OWNER	OFOI	
Visiting Chairs	55	\$ 325.00	\$ 17,875.00	OWNER	OFOI	
Filing Cabinets	57	\$ 411.30	\$ 23,444.10	OWNER	OFOI	
Book Cases	18	\$ 284.16	\$ 5,114.88	OWNER	OFOI	
Round Tables	6	\$ 200.00	\$ 1,200.00	OWNER	OFOI	
End tables	13	\$ 150.00	\$ 1,950.00	OWNER	OFOI	
Coffee tables	10	\$ 250.00	\$ 2,500.00	OWNER	OFOI	
Couches	9	\$ 980.00	\$ 8,820.00	OWNER	OFOI	
Bed	2	\$ 610.00	\$ 1,220.00	OWNER	OFOI	
Matress set	2	\$ 400.00	\$ 800.00	OWNER	OFOI	
Dresser	2	\$ 450.00	\$ 900.00	OWNER	OFOI	
Night stand	2	\$ 300.00	\$ 600.00	OWNER	OFOI	
Reception Chairs	8	\$ 475.00	\$ 3,800.00	OWNER	OFOI	
Recliners	2	\$ 688.00	\$ 1,376.00	OWNER	OFOI	
Office desk	39	\$ 816.61	\$ 31,847.79	OWNER	OFOI	
Credenza	22	\$ 680.00	\$ 14,960.00	OWNER	OFOI	
Work Station Table	8	\$ 400.00	\$ 3,200.00	OWNER	OFOI	
Stackable chair holder	2	\$ 175.00	\$ 350.00	OWNER	OFOI	
Dry erase boards	10	\$ 119.00	\$ 1,190.00	OWNER	OFOI	
Cubicles (per work group unit)	4	\$ 42,000.00	\$ 168,000.00	OWNER	OFOI	
			\$ 337,249.12			
TECHNOLOGY						
Phone Handsets	53	\$ 300.00	\$ 15,900.00	OWNER	OFOI	
40 inch TV	2	\$ 380.00	\$ 760.00	OWNER	OFOI	
32 inch TV	2	\$ 299.00	\$ 598.00	OWNER	OFOI	
TV Wall Bracket	4	\$ 120.00	\$ 480.00	OWNER	OFOI	
Computers	58	\$ 1,308.95	\$ 75,919.10	OWNER	OFOI	

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Monitors	116	\$ 249.95	\$ 28,994.20	OWNER	OFOI	
80" Monitors	2	\$ 5,000.00	\$ 10,000.00	OWNER	OFOI	
Printers	13	\$ 350.00	\$ 4,550.00	OWNER	OFOI	
Professional microscopes + cams (PHY)	10	\$ 36,000.00	\$ 360,000.00	OWNER	OFOI	
40" HR Computer workstation monitors (PHY)	14	\$ 1,300.00	\$ 18,200.00	OWNER	OFOI	
Software, licenses (PHY)	10	\$ -	\$ -	OWNER	OFOI	
IT Infrastructure with building WiFi	1	\$ -	\$ -	OWNER	OFOI	
LIMS (Laboratory Information Management System)	1	\$ 350,000.00	\$ 350,000.00	OWNER	OFOI	
			\$ 865,401.30			
AUTOPSY EQUIPMENT						
Autopsy stations (all bariatric) w/down draft, double length sink, side attach work table, hydraulic lift.	10	\$ 55,000.00	\$ 550,000.00	MWL	OFCI	
Compressed air vacuum electric water hook ups for each station	10	-	-	H&C	CFCI	
LED surgical lights	2	\$ 3,000.00	\$ 6,000.00	MWL	OFCI	
Camera rail system w/ 2 cameras each station	10	\$ 4,500.00	\$ 45,000.00	MWL	OFCI	
Surgical curtains	10	\$ 1,500.00	\$ 15,000.00	MWL	OFCI	
Body Carrier (body transfer)	58	\$ 1,550.00	\$ 89,900.00	MWL	OFOI	
Body Carriers (body transfer - Bariatric)	6	\$ 5,500.00	\$ 33,000.00	MWL	OFOI	
Stainless Steel Body Trays	88	\$ 500.00	\$ 44,000.00	MWL	OFOI	
Body Racking System	15	\$ 2,500.00	\$ 37,500.00	MWL	OFOI	
Autopsy tool carts	10	\$ 6,890.00	\$ 68,900.00	OWNER	OFOI	
Physician carts	5	\$ 1,800.00	\$ 9,000.00	OWNER	OFOI	
Tool carts (homicide)	10	\$ 2,300.00	\$ 23,000.00	OWNER	OFOI	
Desoutter pneumatic autopsy saws (T-CC-NS170)	14	\$ 4,695.00	\$ 65,730.00	OWNER	OFOI	
Pneumatic hose reel and fittings (10 in AUTOPSY, 1 in ANTHRO)	11	\$ 250.00	\$ 2,750.00	H&C	CFCI	
Air compressors (Quincy QT-7.5)	2	\$ 2,500.00	\$ 5,000.00	OWNER	OFCI	
Storage/ case work autopsy unit	10	\$ 10,000.00	\$ 100,000.00	H&C	CFCI	High Density storage unit
CT scanner	1	\$ 500,000.00	\$ 500,000.00	OWNER	OFCI	MWL will coordinate
Lodox	1	-	-	OWNER	OFOI	
Double wide evidence drying cabinet	3	\$ 10,000.00	\$ 30,000.00	MWL	OFCI	
In floor scale	1	\$ 10,000.00	\$ 10,000.00	MWL	CFCI	
Histology hood (SS Fume Hood?)	1	\$ 4,000.00	\$ 4,000.00	MWL	OFCI	
Workstation center investigator pod	1	\$ 8,000.00	\$ 8,000.00	MWL	CFCI	LAB CASEWORK
Walk-in Cold Rooms (Autopsy)	1	\$ 545,300.00	\$ 545,300.00	MWL	CFCI	
Walk-in Cold Rooms (Toxicology)	1	\$ 196,619.00	\$ 196,619.00	MWL	CFCI	
Large flammables closet	1	\$ 1,807.00	\$ 1,807.00	MWL	CFCI	(5) TALL ACID AND FLAMMABLE STORAGE CABINETS

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Polycorn Conference system for second autopsy station, CONF RM 2	2	\$ 25,000.00	\$ 50,000.00	OWNER	OFOI	
Mandibulometer Forensic Model 218	2	\$ 3,478.80	\$ 6,957.60	OWNER	OFOI	
Centrifuge (autopsy lab)	1	\$ 11,539.00	\$ 11,539.00	OWNER	OFOI	
Dissecting microscope	4	\$ 10,300.00	\$ 41,200.00	OWNER	OFOI	
Organ rinse stations	10	\$ 16,691.50	\$ 166,915.00	MWL	OFCI	INCLUDED WITH AUTOPSY STATION
Xray view box (Recessed)	2	\$ 2,166.75	\$ 4,333.50	MWL	OFCI	
Portable Xray system (decomp)	1	\$ 16,956.00	\$ 16,956.00	OWNER	OFOI	
File Trail Radio Frequency sys	1	\$ 210,728.54	\$ 210,728.54	OWNER	OFOI	
Label makers	14	\$ 302.95	\$ 4,241.30	OWNER	OFOI	
90 inch 4K autopsy monitors (10 AUT, 1 ANTHRO, 1 RAD)	12	\$ 7,495.00	\$ 89,940.00	OWNER	OFOI	
Clothes washers	2	\$ 899.00	\$ 1,798.00	OWNER	OFCI	
Clothes dryers	2	\$ 700.00	\$ 1,400.00	OWNER	OFCI	
Body Scoop Track	2	\$ 10,000.00	\$ 20,000.00	MWL	OFCI	BODY HOIST
Hydraulic Body Lift	1	\$ 5,000.00	\$ 5,000.00	OWNER	OFOI	BODY HOIST
Boiling kettle (anthro)	1	\$ 42,000.00	\$ 42,000.00	MWL	OFOI	
Computer work stations (autopsy units)	10	\$ 1,000.00	\$ 10,000.00	OWNER	OFOI	
Utility sink	1	\$ 3,500.00	\$ 3,500.00	H&C	CFCI	
Dumbwaiter between autopsy and toxicology	1	\$ 37,000.00	\$ 37,000.00	H&C	CFCI	
Fume hoods (Toxicology)	4	\$ 3,818.00	\$ 15,272.00	MWL	OFCI	
Zero Air Generator	2	\$ 7,500.00	\$ 15,000.00	MWL	OFCI	
Nitrogen Generator	1	\$ 25,000.00	\$ 25,000.00	MWL	OFCI	NEED MORE THAN 1 (TBD)
Hydrogen Generator (Small)	1	\$ 8,000.00	\$ 8,000.00	MWL	OFCI	
Hydrogen Generator (Big)	1	\$ 13,000.00	\$ 13,000.00	MWL	OFCI	
Specimen cabinet (anthro)	1	\$ 30,000.00	\$ 30,000.00	MWL	OFCI	PART OF LAB CASEWORK
Rotary microtome	1	\$ 36,457.20	\$ 36,457.20	OWNER	OFOI	
Safe	1	\$ 3,500.00	\$ 3,500.00	OWNER	OFOI	
Digital scales (organs)	10	\$ 700.00	\$ 7,000.00	OWNER	OFOI	
Scales (evidence)	10	\$ 200.00	\$ 2,000.00	OWNER	OFOI	
Scales (pediatric)	10	\$ 120.00	\$ 1,200.00	OWNER	OFOI	
Cameras (autopsy unit, loose)	15	\$ 1,496.95	\$ 22,454.25	OWNER	OFOI	
Bug zappers	8	\$ 159.99	\$ 1,279.92	MWL	OFCI	
			\$ 3,294,178.31			

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INSTRUMENTATION						
Elisa instrument	1	\$ 100,000.00	\$ 100,000.00	OWNER	OFOI	
LCMS Instrument	1	\$ 300,000.00	\$ 300,000.00	OWNER	OFOI	
Time of Flight Instrument (ToF)	1	\$ 525,000.00	\$ 525,000.00	OWNER	OFOI	
Centrifuge	4	\$ 6,000.00	\$ 24,000.00	OWNER	OFOI	
Rotator	3	\$ 500.00	\$ 1,500.00	OWNER	OFOI	
Vortexer	1	\$ 500.00	\$ 500.00	OWNER	OFOI	
Lab Freezer (Single, Flam)	1	\$ 5,000.00	\$ 5,000.00	OWNER	OFOI	COORDINATE MONITORING CONTACT WITH GC
Lab Refrigerators	2	\$ 1,900.00	\$ 3,800.00	OWNER	OFOI	
Lab Refrigerator (Single)	2	\$ 5,000.00	\$ 10,000.00	OWNER	OFOI	COORDINATE MONITORING CONTACT WITH GC
Lab Glassware	2	\$ 699.00	\$ 1,398.00	OWNER	OFCI	
Lab Microwave	3	\$ 300.00	\$ 900.00	OWNER	OFCI	
Lab Oven	4	\$ 750.00	\$ 3,000.00	OWNER	OFCI	
			\$ 975,098.00			
Note: IT install not incl.						
		TOTAL	\$ 5,471,926.73			

Appendix "F"

Non-Collusion Affidavit

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says:

1. He/She is the duly authorized agent of _____, the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;

2. He/She is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and

3. Neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

4. He/She is the _____ of _____, the developer that has submitted the attached proposal (the "Proposal").

5. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

6. Such Proposal is genuine and is not a collusive or sham Proposal.

7. Neither the developer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit a collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against CLO, or any person interested in the proposed contract or agreement.

8. The development and transactions outlined in the Proposal are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the developer or any of its agents, representatives, owners, employees, or parties including this affiant.

9. Neither the developer nor any of its officers, partners, owners, agents, representatives of parties in interest, including this affiant, has directly or indirectly contacted any member of the Evaluation Committee or the CLO board in regard to this Proposal.

Developer: _____

Signed: _____

Title: _____

Subscribed and sworn to before me this ___ day of _____, 20 __.

Notary Public: _____

My Commission expires:

UNSUBORDINATED COMMERCIAL GROUND LEASE

Contract Number: TBD

This Unsubordinated Commercial Ground Lease (“Agreement” or “Lease”) is entered into by and between the Commissioners of the Land Office of the State of Oklahoma (“Lessor” or “CLO”), and _____, (“Lessee”) (the Lessor and Lessee shall collectively be referred to herein as the “Parties”), and shall commence on the Commencement Date as defined herein.

Whereas, Lessee desires to lease from the CLO, and the CLO agrees to lease to Lessee, certain real property located at 921 NE 23rd Street, Oklahoma City, OK, upon which Lessee plans, for Lessee’s account, to construct, remodel and update the building and grounds currently located on the site including associated parking and related facilities, and

Whereas, approximately 44,400 square feet of the building, along with the 1,800 square foot detached maintenance/storage facility is reserved for subleasing to the Oklahoma Office of the Chief Medical Examiner (“Sublessee” or “ME”), and in addition, the third (3rd) floor consisting of approximately 20,000 square feet may be sub-leased by Lessee, all in accordance with the restrictions, terms and conditions provided in this Lease.

Now, therefore, the CLO, and Lessee hereby agree as follows:

SECTION 1 - PROPERTY

1.1 Property. For and in consideration of Lessee’s covenant to pay the rental and other sums provided for herein, and the performance of the other obligations of Lessee hereunder, the CLO leases to Lessee, and Lessee leases from the CLO, that certain property comprising approximately 3.82 acres including all buildings, situated 921 NE 23rd Street, Oklahoma City, Oklahoma County, Oklahoma (“Property”), legally described on **Exhibit “A”** attached hereto, and as depicted on **Exhibit “B”** attached hereto (the “**Site Survey**”).

1.2 Use. Lessee will construct, update, remodel, make Improvements, configure and reconfigure the leased space according to the Architectural Design Plans provided by Lessor to meet Sublessees’ business needs. Lessee will operate, manage the Property, sublease to the ME, and meet the zoning and any other applicable legal requirements for the development in Oklahoma City, Oklahoma County, Oklahoma, along with any other Improvements necessary for such commercial enterprise, subject to the terms of this Lease.

SECTION 2 - TERM

2.1 Term. The Term of this Lease is for a period of **Twenty-five (25)** years (herein “**Term**”) and shall commence on the date both Parties have executed the Agreement (“Commencement Date”) and

end twenty-five (25) years from the Commencement Date on the Expiration Date. Lessee will have the option of Three (3) Five (5) year renewals upon approval by Lessor.

2.2 Possession. Lessor will deliver possession of the Property to Lessee upon the satisfaction of the following conditions, as determined by the Lessor in its sole discretion:

- (a) this Lease has been fully executed and delivered by both Lessor and Lessee, and Lessee has executed or will contemporaneously execute the attached **Exhibit "C"** with the ME for its office on the Property,
- (b) Lessee has furnished Lessor satisfactory written evidence that the required insurance coverage, as set forth below, and bonds required by this Lease and pursuant to 62 O.S. §§ 1 & 113, are each in full force and effect, and
- (c) Lessor has received the Construction Phase payment, as set forth in **Section 3.1.1**.

SECTION 3 - PAYMENTS

3.1 Minimum Payments. Lessee agrees to pay Lessor throughout the Term the following amounts:

3.1.1 Construction Period. During the Construction Period (as defined in **Section 16**), Lessee will also furnish Lessor with the performance bond and necessary insurance coverages required by this Lease. Monthly Rent in the amount of **Twenty -Thousand Dollars (\$20,000.00)** shall be payable throughout the construction period. If the Operation begins on other than the first (1st) day of a month, rent will be prorated from the execution date until the end of the month. Future payments will be due the first (1st) day of each month.

3.1.2 Operations. Beginning on the first day of the first full month of the Operation (as defined in **Section 16**) or the first day of the 13th month after the Commencement Date whichever occurs first, monthly rent ("**Rent**") in the amount of **Twenty-Thousand Dollars (\$20,000.00)** will begin, with periodic rental adjustments outlined in **Section 3.2** and will be due and payable on the first day of each month without notice until termination or expiration of this Lease. If the Operation begins on other than the 1st day of a month rent will be prorated from the execution date until the end of the month. Future payments will be due the 1st day of each month.

3.2 Rent Adjustments.

3.2.1 Adjustment of Minimum Rent. The Minimum Rent set forth in **3.1.2** above shall be adjusted to increase at the end of each **five (5) year** period. The first such adjustment shall become effective July 1, 2021, and subsequent five (5) year adjustments shall occur on July 1 of the adjustment year, until this Lease terminates. The adjustments shall be:

Years 6-10	\$23,000.00 due and payable on the first day of each month
Years 11-15	\$26,450.00 due and payable on the first day of each month
Years 16-20	\$30,417.00 due and payable on the first day of each month
Years 21-25	\$34,980.00 due and payable on the first day of each month

3.2.2 Option Term. Lessee will have three (3) five (5) year options upon the written consent of the CLO with the monthly rent to be determined by evaluation of current market. Notice of renewal must be made no later than ninety (90) days before the end of the lease term.

3.3 Taxes. Lessee, its sublessees or assignees, shall pay personal property tax and assessments upon Improvements owned by Lessee, sublessees or assignees, respectively, which would otherwise be subject to property taxation. Under no circumstances with the CLO be obligated or liable for same.

3.4 Net Payments; Imposition; Other Costs. Rent will be absolutely net to Lessor throughout the Term. Lessee agrees to pay any and all water and sewer rates, rents, taxes and assessments (collectively "**Impositions**") which, during the Term, may be levied against or attributable to the Property, Lessee's interest therein, the Improvements (as defined in **Section 16**) and/or any other property (including personal property) of Lessee located on the Property. In addition, Lessee agrees to pay all utility charges, insurance premiums, and other costs and expenses attributable to Lessee's development, construction, use, occupancy, operation, management, maintenance, repair, modification, including those requested for sublessee's business needs (see attached Exhibit "F"). Lessee shall have the right to contest the validity or amount of any Impositions or Leasehold Costs as provided in **Section 7**. In the event any Impositions or Leasehold Costs are charged to the CLO, or are levied or imposed upon the property of the CLO, Lessee will promptly cause same to be paid and discharged, which shall be paid in addition to any Rent or other charge payable to the Lessor. Under no circumstances shall the CLO be obligated or liable for same.

The ME's office will pay for any maintenance agreements for equipment purchased and used exclusively by the ME's office as designated in Exhibit "F".

3.5 Proof of Payment. Upon request, Lessee will furnish Lessor, proof of payment or receipts from the appropriate taxing or assessing authority for any tax, imposition or cost referenced herein. This shall be received within thirty (30) days from date of notice.

3.6 No Notice, Reductions or Abatement of Rent. Payments of Rent shall be made by Lessee to Lessor without prior notice or demand. Except as specifically provided in this Lease, Lessee will have no right to reduce, offset against, abate or defer payments of Rent for any reason.

3.7 Interest on Delinquent Amounts. Any Rent or other amounts payable to Lessor under this Lease (collectively, the "**Rent**") not received by Lessor on or before its due date shall bear interest from the due date until paid at the rate of **twelve percent (12%)** per annum (the "**Default Rate**"). A ten (10) day grace period is granted for the rent payment to be received.

Interest will be charged beginning on the tenth day and will be calculated from the first day of the month. Payment of such interest shall be a condition precedent to curing any Event of Default as defined in **Section 13**.

SECTION 4 - USE; RESERVATIONS; PERMITS

4.1 Possession; Use. Lessee and/or sublessee(s) shall occupy and use the Property in compliance with the terms of this Lease. Lessee shall have the right to sublease or assign its leasehold estate as provided in **Section 8**.

4.2 Easements.

4.2.1 Utility & Governmental Easements. Lessor agrees to grant Governmental Authorities (as defined in **Section 16**) or public utility companies easements over, under or across the Property reasonably necessary for Lessee to construct, remodel, install and use the Improvements; provided however, Lessee shall first furnish Lessor a survey showing the exact location of the proposed easement and the form of the proposed easement, both of which shall be in form and substance reasonably satisfactory to Lessor.

4.3 Reserved.

4.4 Permits. To the extent laws, rules or regulations applicable to Lessor require issuance of permits and licenses or require other administrative action by Lessor to facilitate use, remodel, Improvement or maintenance of the Property, Lessor agrees to do so, within a reasonable period of time as allowable under the circumstances, upon written request of Lessee. Lessee will have the right to obtain permits, licenses and other administrative certificates from Governmental Authority required facilitating Lessee's use of the Property. Lessor agrees to, within a reasonable period of time as allowable under the circumstances, execute such permits and other documents and to take such other action as might be reasonably necessary. Lessor will not assume any liability or any out-of-pocket expense in the performance of its obligations pursuant to this Section, and any such liability, cost, or expense incurred shall be the sole responsibility of Lessee.

4.5 No Waste or Nuisance. Lessee will not permit waste or pollution to occur to Lease on the Property; and Lessee will promptly report any waste, pollution or damage to the Property.

SECTION 5 - IMPROVEMENTS

5.1 Construction. In accordance to the Architectural Design and Development plans provided by Lessor dated May 11, 2016, Lessee is specifically authorized to construct at its sole cost and expense, remodel and/or update Improvements on all or any part of the Property and to modify contour and grade of the Property; provided, however, Lessee shall not take any action which would injure, damage, or impair the value of the Property or adjacent properties, or which would subject Lessee or

Lessor to any liability to an adjacent property owner. Lessee will remodel, construct or cause to be constructed on the site a modern leasable laboratory and office spaces on the Property, with one lease area of approximately forty-four thousand four hundred square feet (44,400), with the equipment and layout to meet the day-to-day business operation of sublessee, **(See Exhibit "C"-ME lease)** such as laboratory equipment, specialized storage, water resources, air ventilation, electrical capacity requirements and outlet locations, fire/freezer/refrigeration operations, lighting and hoists **(as per attached Exhibit "D"-Architectural Plan)**. Lessee will install equipment listed on **Exhibit "F"**.

5.1.1 Parking. The Property shall have throughout the term of the Lease; sufficient parking spaces for potential building tenants and visitors, to be accounted for within the building's current parking area which potentially may be expanded if needed.

5.1.2 Building Exterior and Façade. The exterior of the Property should blend with the adjacent buildings. Finished interior shall be consistent with new Class B office buildings standards. Lessee will determine the design and extent of the Improvements to be constructed on the Property so long as the design and extent of all Improvements comply with the building requirements as noted in **Exhibit "D"** Architectural Design and Development Plan.

5.1.3 Site Infrastructure Improvements. As part consideration for this Agreement Lessee agrees to fund and construct the following Improvements on the Property: Construct, remodel, install or cause to be constructed on the Property, including building(s) with not less than Sixty-three thousand four hundred square feet (63,400 sq. ft.) of leasable space. The first two (2) floors of the building are dedicated to the ME's office along with the out storage building and a sally-port which shall be constructed by Lessee in accordance with the Architectural Design Plan. All Improvements shall be designed, renovated, built and constructed in an excellent and workmanlike manner, and in compliance with applicable law.

5.2 Ownership. Lessor, and/or its successors and assigns, exclusively have legal title to the Property, meaning the buildings and real property. Lessee will hold legal title to and all incidents of ownership associated with the Improvements on the leasehold during the Term. The obligation to make all repairs and perform maintenance on the Property and its Improvements made during the Term, including but not limited to specialized storage, water and sewer deliverability resources, heating and air ventilation, electrical deliverability, fire/freezer/refrigeration operations and lighting, rests with and belongs to the Lessee during the Lease Term. Legal title to, and all incidents of ownership associated with, the Improvements including, without limitation, all rights to the proceeds of any insurance policies maintained by Lessee with respect to the Property or Improvements, without compensation to the Lessee, absolutely vest in Lessor on the Expiration Date or Termination Date, whichever is sooner.

5.3 Maintenance; Repair. Lessee or its sublessees, by Lessee's direction and control, will maintain the Property and facilities at Lessee's expense, and Improvements in a first-class and tenantable condition, with ordinary wear and tear excepted.

Lessee will promptly make all necessary and appropriate mechanical, structural and cosmetic repairs. Appropriate structural repairs include but are not limited to the roof, adjacently shared pipes, plumbing, water, air cooling or heating systems and electrical deliverability, no matter the point of damage, including specialized storage, ventilation system, electrical capacity requirements and outlet locations, fire/freezer/refrigeration operations and lighting. All such actions will be performed at expense of Lessee. Rent shall not abate during the course of any maintenance, demolition, or repairs by Lessee. Lessee will obtain the necessary zoning approvals, and required permits for any interior or exterior remodel, construction, maintenance and landscaping work for the Property, at no cost to Lessor.

5.4 Landscaping. Lessee agrees to install, maintain all exterior lighting, parking and landscaped areas and obtain for the Property at no cost to Lessor any necessary zoning for the Property at no cost to Lessor. Lessee shall act in a manner that will enhance the neighborhood and reflect well upon the Parties.

SECTION 6 - LEGAL REQUIREMENTS

6.1 Compliance. Lessee agrees, at Lessee's expense, to comply with all Legal Requirements (as defined below) throughout the Term of this Lease. Lessee agrees to comply with all Legal Requirements pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("**CERCLA**"), the Superfund Amendment and Reauthorization Act of 1986, as amended ("**SARA**"), the Resource Conservation and Recovery Act of 1987, as amended ("**RCRA**") and all similar state or local laws now in existence or to be enacted. Except as provided in Section 4.4 above regarding permits, Lessor will have no responsibility of any kind with respect to any of the Legal Requirements.

6.2 Contamination/Remediation. Lessee agrees it will not knowingly cause or contribute to any contamination of the Property. If such occurs, Lessee will immediately notify Lessor of same and initiate remediation procedures upon notice of said condition, will comply with all laws and regulations regarding same and will cooperate with Governmental Authorities and Lessor in remediation, and responsibility for all costs of and damages attributed to contamination and remediation (including attorney's fees) will be borne by Lessee.

6.3 Base Line and Post-Termination Assessments. The CLO and Lessee hereby acknowledge and agree that an Environmental Site Assessment report be prepared and submitted to the CLO, (at Lessee's sole expense), within ninety (90) days from the date of the full execution of this Lease, which shall form the base line reference point (the "Base Line Assessment") unless the parties agree in writing otherwise, for determining the existence of contamination or hazardous materials on the Property as of the Execution Date. The CLO and Lessee agree that any contaminants or hazardous materials found in the Base Line Assessment on the Property the Lessee shall bear the expense of eradicating the contaminants of hazardous materials.

The CLO and Lessee further agree that upon termination or expiration of the Lease, Lessee, at Lessee's sole expense, shall cause to be conducted by a qualified and licensed industrial hygienist or environmental engineer approved by CLO ("Site Reviewer") an environmental assessment (the "Post-Termination Assessment") of the Property, using methods and procedures substantially the same as those used in the Base Line Assessment or those methods and procedures currently required at the time of the Post-Termination Assessment, which ever are more stringent. In comparing the Post-Termination Assessment with the Base Line Assessment, if based upon the Site Reviewer's (or any governmental agency officer with environmental jurisdiction) reasonable professional judgment, there is an unacceptable increase in the level of hazardous materials identified and described in the Base Line Assessment, or if there appears to be the presence of hazardous materials in excess of acceptable quantities that were not present in the Base Line Assessment, and such increase in levels or presence has resulted from or been occasioned by Lessee's use or occupancy of the Property, then Lessee and CLO agree that Lessee's obligation with respect thereto shall be to: (i) promptly take reasonably necessary measures, per the Site Reviewer's (or any governmental agency officer with environmental jurisdiction) professional determination, to remediate the presence of such hazardous materials to at least the levels of the Base Line Assessment; (ii) to file the necessary documentation with the appropriate state and/or federal agencies to obtain a closure (such closure to be in accordance with the minimum standards required for such remediation); and review (iii) to diligently pursue and attempt to obtain such closure. In no event shall Lessee be responsible for the presence of any hazardous materials or any hazardous materials contamination caused by or resulting from activities at or near the Property prior to the Commencement Date.

6.4 Indemnity by Lessee. Lessee does hereby agree to protect, defend (by counsel selected by the CLO), indemnify and hold harmless the CLO and the CLO's officers, directors, partners, shareholders, members, employees, affiliates, agents, attorneys, lessors, mortgagees, successors and assigns and any successors to the CLO's interest in the Property their officers, directors, partners, shareholders, employees, affiliates, agents, attorneys, ground lessors, mortgagees, successors and assigns (each, an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") from and against all liabilities (including sums paid in settlement of claims), losses (including lost profits and diminution in the value of the Land), costs, obligations, demands, suits, judgments, liens, damages (including consequential and punitive damages), fines (including any sums ordered to be paid or expended by Lessee by any Governmental Authority or to remediate, clean-up or remove any hazardous materials), penalties, forfeitures, actions, defenses, administrative proceedings (including experts' and consultants' fees and costs), attorneys' fees and expenses (including any fees and expenses incurred in enforcing and interpreting this Lease), and claims (including third party claims for personal injury or real property damage) of any kind or nature whatsoever (whether foreseeable or unforeseeable, contingent or non-contingent, or arising out of contracts entered into or otherwise) (collectively, the "**Liabilities**") sought from or asserted against the Indemnified Parties in connection with, in whole or in part, directly or indirectly: (i) the breach of any representation, covenant or agreement of Lessee contained in this **Section 6**; and/or (ii) any act or omission of Lessee or its employees, agents, contractors and subcontractors which results in the presence, release, or threat of release of any hazardous materials in, on, under, from or affecting (1) the Property and/or (2) Improvements thereon and/or

(3) any property adjacent thereto and/or (4) any property adjacent to the Property to which hazardous materials have spread from the Property or been released in, on, or under as a result of or in connection with the operations of the Property. Such Liabilities will include, without limitation: (i) injury or death to any person; (ii) damage to or loss of use of the Property or the Improvement or any other Property or ground water, waterway or body of water adjacent to the Property; (iii) the cost of removal, clean-up or remedial action of any and all hazardous materials from the Property or surrounding area including any ground water, waterway or body of water and the preparation of any closure or other activity required by any Governmental Authority; (iv) the cost required to take necessary precautions to protect against the release of any hazardous materials in, on or under the Property, the Improvements or any property adjacent thereto, the air, any ground water, waterway or body of water, any public domain or any surrounding areas to the Property; (v) the cost of any demolition, alteration, rebuilding or repair of Improvements on the Property, or any property adjacent thereto or in any surrounding areas to the Property; (vi) any lawsuit brought or threatened, settlement reached, or governmental order relating to the presence, suspected presence, disposal, release or threatened release of any hazardous materials in, on, under, from or affecting the Property or in any areas surrounding the Property; and (vii) the imposition of any lien on or against the Property, the Improvements, or in any surrounding areas to the Property arising from the presence, disposal, release or threatened release of any hazardous materials in, on, under, from or affecting the Property. Lessee's obligations under **Section 6.4** shall survive the expiration or earlier termination of this Lease.

SECTION 7 - PERMITTED CONTESTS

7.1 Compliance. Lessee agrees to comply with all legal requirements throughout the Term at Lessee's expense. Except as provided by **Section 4.4.**, Lessor will have no responsibility of any kind with respect to any legal requirement.

7.2 Permitted Contest. Lessee will have the right to contest validity or application of any legal requirement by diligent pursuit of appropriate legal proceedings conducted at Lessee's expense.

7.3 Lessor's Contests. No act or omission shall in any way subject Lessor's interest in the Property to any lien or other encumbrance unless Lessor has consented in writing. In the event any action, proceeding, lien, encumbrance or other claim arising out of any act or omission of Lessee is filed or asserted against Lessor's interest in the Property, Lessor shall be entitled to defend against and seek to invalidate or remove same using counsel of its choice. Within ten **(10) days** after receipt of an invoice, Lessee agrees to reimburse Lessor for all reasonable costs and expenses, including attorney's fees, incurred by Lessor in taking such action.

SECTION 8 - LESSEE'S TRANSFERS

8.1 Lessee's Right to Assign the Lease. Lessee shall have the right to assign or transfer in whole and not in part, Lessee's interest, in this Lease subject to Lessor's prior written consent, and further

subject to and meets the conditions set forth below:

(a) To a successor or assignee that has a **net worth on the date of assignment of equal to or greater than Ten Million Dollars (\$10,000,000.00). The Ten Million Dollars (\$10,000,000.00) net worth shall exceed the total of all liabilities** as determined by an independent certified public accountant in accordance with generally accepted accounting principles. For purposes of this paragraph, the sale, assignment, transfer, or other disposition of issued and outstanding capital stock of Lessee, or of the ownership interest of any member, general partner, joint venturer, syndicate member or co-tenant, if Lessee is a limited liability company, partnership or joint venture or syndicate or co-tenancy, which shall result in changing the control of Lessee, shall be construed as an assignment of this Lease. **“Control,”** as used in this Lease, shall mean fifty percent (50%) or more of the voting power of the corporation; and

(b) A successor is defined as:

(1) Any corporation that controls or is controlled by Lessee,

(2) Another corporation in connection with a corporate reorganization, or the merger of Lessee into, or the consolidation of Lessee with, another corporation or corporations,

(3) Any successor of all or substantially all of Lessee's business or assets unless the assignment would otherwise be prohibited by provisions of this Lease, or

(4) Limited liability companies, limited partnerships and general partnerships.

8.2 Conditions Precedent to Assignment. The following are conditions precedent to Lessee's right of assignment:

(a) Lessee shall not be in default of any of the terms and conditions of this Lease;

(b) Lessee shall give Lessor reasonable, and no less than thirty (30) days written notice of the proposed assignment with documentation showing the proposed assignee qualifies as a permitted assignee, including, without limitation, financial documentation of the proposed assignee, certified by same to be true and accurate; and

(c) The proposed assignee shall, in recordable form, expressly assume all the covenants and conditions of this Lease.

8.3 Lessee's Obligation to Perform after Assignment. After any subsequent lessee or assignee is accepted by written consent of assignment by Lessor and Lessor approves of such assignment, the present Lessee will no longer be liable for payment of Rent to Lessor.

8.4 Lessee's Right to Assign Property Does Not Affect Rights to Sublease. Lessee's right to assign Lessee's interest in this Lease, does not in any way interfere with the Lessee's right to sublease individual sites within the Property. The Parties agree that Lessee's leases with all sublessees, including the ME, shall include a provision that in the event of Lessee's Default and upon notice of Lessee's default by the Lessor, the sublessees become tenants of the Lessor for the balance of their lease term, and thereafter they may negotiate with Lessor lease terms of their tenancy. Lessee shall have the right to sublease the third (3rd) floor subject to the restrictions, terms and conditions of this Agreement and upon Lessor's written approval. The Parties agree that the Lessor's approval of a sublessee is conditioned upon the sublessee's and Lessee's lease having agreed that in event of notice by Lessor of Lessee's default, the sublessees' become and are tenants of the Lessor. Lessee shall give prompt notice to the CLO of each potential sublessee. In the event that CLO approves said sublease the CLO along with the Lessee and any sublessee, shall enter into a Recognition and Non-Disturbance and Subordination Agreement substantially in the form of Exhibit "G" attached hereto. In the event of Lessee's Default and upon notice of Lessee's Default by the Lessor, the Parties agree that sublessees shall become tenants of the Lessor for the balance of their lease term, and thereafter they may negotiate with Lessor lease terms of their tenancy.

SECTION 9 - INDEMNITY; BOND; INSURANCE

9.1 Indemnity. In addition to the indemnification set forth in **Section 6.4** , Lessee further agrees to protect, indemnify and hold harmless the Indemnified Parties from and against all losses, liabilities, obligations, claims, demands, damages, penalties, fines, actions, causes of action, judgments, costs and expenses, including, without limitation, reasonable attorney's fees, litigation expenses and settlements entered into in good faith, incurred by any Indemnified Party or asserted against the interest of the Lessor in the Property or this Lease which do not result from the willful act or negligence of an Indemnified Party, and which arise by reason of:

- (a) any injury to or death of any person or any damage to the Property, Improvements or any property located in or on the Property;
- (b) any use, condition or state of repair of all or any part of the Property or Improvements;
- (c) any failure by the Lessee to perform or observe its obligations under this Lease; or
- (d) any negligence or willful act or omission on the part of the Lessee or any of the Lessee's agents, contractors, employees, licensees, invitees or sublessees.

If any action, suit or proceeding is brought against an Indemnified Party, Lessee will defend such action, suit or proceeding, promptly after the written request by the Indemnified Party, at Lessee's expense with legal counsel designated by Lessor and which is reasonably acceptable to Lessee.

9.2 Performance Bond. In accordance with 62 O.S. §§ 1 & 113, Lessee will provide Lessor an adequate surety bond **that provides Lessor direct access to such surety bond**, and is cancelable on completion of construction, in an amount sufficient to ensure

- (i) any Improvement(s) to the Property will be completed in accordance with the plans and specifications for such Improvement(s) and that all indebtedness incurred for labor and materials is paid;
- (ii) in the event such Improvement(s) is (are) not completed, the Property will be restored to its grade and conformation immediately prior to commencement of construction, at the option of Lessor. The Bond amount will be agreed on by the parties but shall be no less than **Sixteen Million Dollars (\$16,000,000.00)**;
- (iii) Default and capture of the bond if renovation or construction is not started by September 15th, 2016 or if the improvements are not completed or approved by CLO; and
- (iv) Protection against defective workmanship and materials for one year.

9.3 Required Insurance. Lessee, its sublessees, and their respective contractors will maintain, during the entire Term, the insurance described in this **Section** with responsible insurance carriers licensed to do business in the State of Oklahoma and having a general policyholder's service rating of **not less than in Financial Size Category XX**, as rated in the most current **available Best's Insurance Reports**.

9.3.1 Builder's Risk Insurance. During the course of construction and until completion of the Improvements, Lessee, its sublessees and/or assignees, or their respective contractors will maintain builder's risk insurance on an "all risk" basis (including collapse) on a completed value form for full replacement value covering the interest of Lessee, and its contractors or subcontractors, in all work incorporated in the Improvements and all materials and equipment on or about the Property. All materials and equipment in any off-site storage location intended for permanent use in the Improvements, or incident to the construction thereof (but not including machinery, tools or equipment used by contractors and excluding foundations, excavation and footings below the lowest basement floor) shall be insured on an "all risk" basis as soon as the same have been purchased.

9.3.2 Construction Period Liability Insurance. During the course of construction until completion of the Improvements, Lessee, its sublessees and/or assignees, or their respective contractors will maintain contractor's comprehensive general and automobile liability insurance in an amount not less than **Five Million Dollars (\$5,000,000.00)** combined single limit for bodily injury and property damage. Such insurance coverage shall include property liability, contractor's protective liability on the operations of all subcontractors, completed operations, blanket contractual liability, and automobile liability (owned, non-owned and hired).

9.3.3 Permanent Property Insurance. Upon expiration of the Lessee's builder's risk policy, Lessee, its sub-lessees and/or assignees, will maintain insurance against loss or damage by fire and such other risks or hazards as are insurable under then available standard forms of "all risk" insurance policies for the full replacement cost value of the Improvements (including an "agreed amount" endorsement).

9.3.4 Lessee's Liability Insurance. Lessee, its sublessees and/or assignees, will maintain comprehensive general and automobile liability insurance, including blanket contractual liability, products and completed operations coverage, in an amount not less than **Ten-Million Dollars (\$10,000,000.00)** combined single limit for bodily injury and property damage arising out of any one occurrence, or in any increase amount reasonably required by Lessor.

9.3.5 Other Insurance. Lessee will maintain, and will ensure that all contractors maintain all insurance required by law including but not limited to workers' compensation and unemployment insurance, and other insurance with respect to the Property and Lessee's use and operation thereof and in such amounts as Lessor may request, provided such other insurance shall be insurance which at the time is commonly maintained by owners of like properties and/or operators of like businesses.

9.3.6 Umbrella Liability Insurance. Umbrella liability insurance in the amount of not less than **Twenty-Million Dollars (\$20,000,000.00)**, and such umbrella liability insurance is to be in addition to the insurance required hereunder.

9.4 Policy Provisions; Separate Insurance. All insurance required to be maintained by this Lease will:

- (a) name Lessor and Lessee as insureds as their respective interests appear;
- (b) provide the coverage afforded by such policies will not be canceled, materially changed or reduced without at least **thirty (30) days** prior written notice to Lessor;
- (c) be in a form reasonably satisfactory to Lessor.

Lessee agrees not to take out separate insurance, concurrent in form or contributing in the event of loss with that required above, unless

- (i) the policies are submitted to Lessor for its prior approval, which approval will not be unreasonably withheld,
- (ii) the insurers thereunder and the terms thereof are acceptable to Lessor in accordance with this **Section 9**, and
- (iii) Lessor is included therein as an additional named insured.

THE STATE OF OKLAHOMA, UNDER THE GOVERNMENTAL TORT CLAIMS ACT, TITLE 51, SECTIONS 151-172 OF THE OKLAHOMA STATUTES, HAS ADOPTED THE DOCTRINE OF SOVEREIGN IMMUNITY AND WAIVES ITS IMMUNITY ONLY TO THE EXTENT AND IN THE MANNER PROVIDED IN THE GOVERNMENTAL TORT CLAIMS ACT, AND THE STATE, INCLUDING THE CLO, DOES NOT WAIVE ANY OF ITS RIGHTS OR PRIVILEGES BY ENTERING INTO THIS AGREEMENT.

9.5 Delivery of Policies and Bond. Promptly after the execution of this Lease, prior to delivery of possession of the Property, and upon each renewal or securing a new policy throughout the Term, Lessee will deliver to and surrender to Lessor a true and correct duplicate originals of all insurance policies or a certificate of insurance and any original bond document required by this Lease, together with appropriate evidence of payment of premium.

9.6 Review of Insurance Coverage. Lessee agrees to conduct periodic reviews and analyses of the adequacy of the insurance coverages required hereunder as often as significant valuation or construction changes occur and at least annually. A report of the results of such reviews along with any recommended action or changes will be forwarded to Lessor promptly after the reviews are made.

9.7 Indemnity. Lessee agrees to indemnify and hold Lessor harmless from and against claims and liability for personal injury, death, property damage, or contract liability arising from the use, occupancy, disuse or condition of the Property, Improvements, or adjoining areas or ways under Lessee's control.

SECTION 10 - DAMAGE; DESTRUCTION

10.1 Notice of damage: In case of damage to the Improvements, which would cost in excess of **Two Hundred Fifty-Thousand Dollars (\$250,000.00)** to repair, Lessee will promptly give written notice to Lessor describing the nature and extent of the casualty.

10.2 Restoration. If the Improvements are damaged or destroyed during the Term, as soon as practical after the casualty, the Lessee will restore the Improvements as nearly as possible to the condition which existed immediately prior to such damage or destruction. Lessee will not be entitled to any offset or abatement in Rent or to any termination or extension of the Term as a result of deprivation or limitation of use of the Improvements occasioned by any casualty or by repairs or replacements required by this Section.

10.3 Insurance Proceeds. Subject to the requirements of any Mortgagee of Lessee's, insurance proceeds will be applied to payment of the costs of restoration as such costs are incurred. After full payment of all costs of restoring the Improvements, any balance of the insurance proceeds will be paid to Lessee.

SECTION 11 – CONDEMNATION

11.1 Apportionment of Award. In the event of a taking by eminent domain, partial or otherwise, or a granting in lieu of condemnation, the award shall be apportioned between the value of the land and Improvements and such award shall be paid in accordance with the order of the court or the agreement of the parties with the political entity so taking.

11.2 Participation in Proceedings. Lessor, Lessee, Mortgagor and Mortgagee will each have the right at their respective expense to participate in any proceeding seeking to take all or a portion of the Property or the Improvements and in any appeals which might be taken.

SECTION 12 – MORTGAGES

12.1 Lessee's Mortgages. During the Term, Lessee will have the right to execute one or more Mortgages without Lessor's consent, provided all rights of each Mortgagee will be subject to the terms of this Agreement, and subordinate to the rights of Lessor. Lessee may not encumber the estate of Lessor and all liens, mortgages and other claims against Lessee and Lessee's estate in the land shall be subordinate to the rights of Lessor. Nothing contained in this Section shall be deemed to waive or impair any right or remedy Lessor may have upon default by Lessee under this Lease.

12.2 Rights of Mortgagee. If within **thirty (30) days** after execution of a Mortgage, the Mortgagee notifies Lessor in writing of the name and address of Mortgagee and provides to Lessor a copy of the Mortgage, then so long as the Mortgage remains of record the following provisions will apply:

12.2.1 Cancellation, Default. The Lessor and Lessee agree not to cancel, surrender or modify this Agreement or terminate this Lease, without prior written notice to each Mortgagee **and in the event of default ensure adequate notice and opportunity to cure.**

12.3 No Merger. So long as any Mortgage is in existence, the fee title to the Property and the leasehold estate of Lessee shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Lessor or by Lessor or by a third party, by purchase or otherwise.

SECTION 13 - LESSEE'S DEFAULT; LESSOR'S REMEDIES

13.1 Lessee's Default. The following events will be Events of Default by Lessee under this Agreement:

- (a) Failure to make any Payment when due; or
- (b) Failure by the Lessee to commence construction, remodel, renovation or making Improvements to the site within **three (3) months** from Commencement Date, or

(c) Failure to comply with any other term of this Agreement.

13.2 Notice; Opportunity to Cure. On the occurrence of any Event of Default Lessor may declare a Default by written notice to Lessee specifying its' nature. In the event Lessee cures a Default within **thirty (30) days** after receipt of notice, or commences and diligently prosecutes action which can be reasonably expected to cure a Default within **sixty (60) days** after receipt of notice, Lessor and Lessee at Lessor's option may be restored to their respective rights and obligations under this Agreement as if no Event of Default occurred.

13.3 Remedies. On failure of Lessee to cure a Default within the time provided, Lessor will have the option to do any one or more of the following without further notice or demand, including taking possession, in addition to and not in limitation of, any other remedy permitted by law or by this Agreement subject to the rights of the mortgagee.

13.3.1 Directly receive Rent from sublessees. Lessor may notify sublessees of Lessee's Default, and that Lessor is to receive sublessees' rent subject to the terms of the Parties agreement herein, and the requirement that Lessee's contracts with all sublessees shall include a provision that in the event of Lessee's Default the sublessees become and are tenants of the Lessor for the balance of their lease term, and thereafter they may negotiate with Lessor lease terms of their tenancy.

13.3.2 Termination. Lessor may terminate this Agreement, in which event Lessee will immediately surrender Property and Improvements to Lessor, but if Lessee fails to do so, Lessor may, to the maximum extent permitted by law, without notice and without prejudice to any other remedy Lessor might have, enter and take possession of Property and Improvements and remove Lessee's personal property.

13.3.3 Option to Perform. Lessor may perform or cause to be performed the obligations of Lessee under this Agreement and may enter Property and Improvements to accomplish such purpose. Lessee agrees to reimburse Lessor on demand for any expense in full, plus a ten percent (10%) surcharge, for costs Lessor incurs to effectuate compliance with the terms of this Agreement on behalf of Lessee, which expense will bear annual interest at ten percent (10%) per annum.

13.3.4 Capture the Bond. Lessor may enforce its rights under any bond outstanding at the time of such termination.

13.4 No Waiver. No action by Lessor during the Term will be deemed an acceptance by Lessor of an attempted surrender of Property or Improvements. No re-entry or taking possession of the Property or Improvements by Lessor will be construed as an election by Lessor to terminate this Agreement, unless Lessor signs a written notice of termination. Notwithstanding any re-entry or taking possession, Lessor may later elect to terminate this Agreement for a previous Default. Acceptance by Lessor of any Payment following the occurrence of an Event of Default will not be construed as waiver

of such Event of Default. No waiver of any Event of Default by Lessor will be deemed to constitute a waiver of any other or future Event of Default. Forbearance by Lessor to enforce one or more remedies will not be deemed to constitute a waiver of any Default. No provision of this Agreement will be deemed waived by Lessor unless waiver is in writing signed by Lessor. Rights and remedies granted to Lessor in this Agreement are cumulative and every other right or remedy Lessor has in law or equity and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

SECTION 14 - SURRENDER OF PROPERTY

14.1 Lessee's Duty to Surrender. If Lessee fails to surrender the Property at the expiration or sooner termination of this Lease, Lessee shall defend and indemnify Lessor from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to surrender. With the exception of the trade fixtures and personal property owned by the ME, other sublessees, or the CLO, Lessee may remove from Improvements any Trade Fixtures, which can be removed without material damage to Property or Improvements. Any Trade Fixtures or other personal property not removed within **thirty (30) days** after the Expiration Date or earlier termination of this Lease will become the property of Lessor and may be retained or disposed of by Lessor, at its option and free of any claim of Lessee.

14.2 Holding Over. This Lease shall terminate without further notice at expiration of the Term. Any holding over by Lessee after expiration or other termination shall not constitute a renewal or extension or give Lessee any rights in or to the Property except as expressly provided in this Lease.

SECTION 15 - MISCELLANEOUS PROVISIONS

15.1 Force Majeure. If Lessee is delayed or prevented from performing any term of this Lease (other than payment of Rent) by reason of riots, war, natural disaster or other reason beyond Lessee's control, then performance will be excused for the period of delay and the time for performance will be extended for a period equal to the period of such delay. In no event will payment of Rent be abated or subject to offset.

15.2 Governing Law; Venue; Interpretation; Trust Obligations. This Lease shall be interpreted in accordance with laws of the State of Oklahoma. Lessee agrees this Lease is deemed accepted, executed, approved and delivered in Oklahoma County. Lessee agrees any dispute, arbitration or litigation with Lessor in relation to this Lease shall be conducted in the State District Court of Oklahoma located in Oklahoma County, Lessor's only official residence and place of business.

15.3 Lease Subordinate. This Lease will be subject and subordinate to, and Lessee will comply with, the Oklahoma Constitution and Statutes, court orders, policies, procedures and rules, as amended, relative now and to the future operation and management of the CLO's lands and properties.

15.4 Approvals. When approval by either Lessee or Lessor is required, such approval will not be unreasonably withheld.

15.5 Entire Agreement. This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been, is or will be relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors, and the warranties, representations, and covenants in the Lease itself. Failure or refusal of either party in advance to inspect the Property or Improvements, to read the Lease or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

15.6 Execution in Counterparts. This Lease may be executed in multiple counterparts when taken together shall constitute one agreement; and any party may execute this Lease by signing each counterpart.

15.7 Time. Time is of the essence of this Lease.

15.8 Recording. Lessor and Lessee agree this Lease, or a Memorandum of Lease prepared by Lessor and mutually agreed to by the parties, will be recorded in the records of Lessor and of the County Clerk of the County in which the Property is located.

15.9 Severability. The invalidity or illegality of any provision shall not affect the remainder of the Lease.

15.10 Exculpation. Lessee understands and agrees neither Lessor, nor any Person acting on behalf of Lessor, will have any personal liability under this Lease.

15.11 Right of Entry. Lessor may enter upon the Property at such times as may be reasonable for inspection, for the purpose of exercising any of its rights reserved under this Lease, or for the purpose of fulfilling any of its obligations hereunder.

15.12 Audit Clause. Lessee agrees all of its books, records, documents, working papers, accounting procedures and practices, and all other documents, items and other property relevant to Lessee's performance of this Lease ("Records") are subject to examination by Lessor and the Oklahoma State Auditor and Inspector immediately upon request, and all such Records shall be maintained for a period of seven years from the date created or received, or if an audit or litigation ensues, the Records shall be maintained for a period of seven (7) years after the final disposition of any such proceedings.

15.13 Fair Dealing. Lessee covenants and warrants the only Persons and entities interested in this Lease are named and no others have any interest in this Lease at this time; Lessee enters into this Lease without collusion on its part with any other Person, without fraud, and in good faith.

Lessee further covenants and warrants no gratuities (in the form of entertainment, gifts or otherwise) were, or during the term will be, offered or given by Lessee, or any agent or representative of Lessee, to any officer, employee or agent of Lessor with a view toward securing this Lease or securing favorable treatment with respect to the performance of this Lease.

15.14 Conflict of Interest. Lessee covenants and agrees, upon the signing of this Lease, or within **five (5) days** after the acquisition of any interest herein or in Lessee by any other person during the term, Lessee will disclose in writing to Lessor whether any commissioner, board member, officer or employee of Lessor or any public official or employee has any direct, indirect, legal or beneficial interest in Lessee or in any contract or agreement between Lessor or Lessee, or in any franchise, concession, right or privilege of any nature or otherwise granted by Lessor to Lessee.

15.15 Discrimination. Lessee agrees in the use, occupation and operation of the Property it will not discriminate against any person or class of persons by reason of race, color, national origin, ancestry, creed, religion or politics.

15.16 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be deemed to have been given when delivered personally to the party or, when actually received if sent by registered or certified mail, postage and charges prepaid, addressed as follows:

Correspondence to Lessor: Commissioners of the Land Office
204 N. Robinson, Suite 900
Oklahoma City, Oklahoma 73102
Attention: Secretary

Payments to Lessor: Commissioners of the Land Office
Lock Box Account
PO Box 48896
Oklahoma City, OK 73124-8896

To Lessee: _____

Either party may change its notice address(es) by giving written notice to the other party as provided above.

SECTION 16 - DEFINITIONS

16.1 Defined Terms. The words defined in this Section are intended to have the following meanings when used in this Lease:

16.1.1 Commencement Date. The date on which this Lease has been approved and executed by the Parties as evidenced by the date of Parties' execution below.

16.1.2 Expiration Date. The date is **twenty-five (25) years** from the Commencement Date.

16.1.3 Governmental Authorities. Any court, agency, authority, board (including, without limitation, environmental protection, planning and zoning), bureau, commission, department, office or instrumentality of any nature whatsoever of any governmental or quasi-governmental unit, whether federal, state, county, district, municipality, city, political sub-division or otherwise, whether now or hereafter in existence, or any officer or official of any of the foregoing.

16.1.4 Improvements. All pipes, utility lines, drainage Improvements, parking areas, roadways, access ways, sidewalks, landscaping, buildings, structures, facilities and other remodeling, or Improvements now or hereafter installed in or constructed or located on the Property. The term "Improvements" specifically excludes Trade Fixtures and those items purchased by any sublessee, which is used for the ME office and those listed under **Exhibit "F"**.

16.1.5 Legal Requirement(s). All statutes, ordinances, laws, orders, judgments, decrees, injunctions, rules, rulings, regulations, permits, licenses, authorizations, directions, determinations, policies and other requirements of any Governmental Authority (including, without limitation, those pertaining to zoning, building, health and the environment) in any way applicable to Lessee or the Property or any part, and all requirements of any insurance policy covering or applicable to all or any part of the Property or its use and all requirements of the issuer of any such policy and all orders, rules, regulations, recommendation and other requirements of the Board of Fire Underwriters or Insurance Service Office or any other body exercising the same or similar functions and having jurisdiction of all or any part of the Property in each case, whether now or hereafter enacted and in force, including, without limitation, those relating to the development, construction, use, occupancy, operation, management, maintenance, repair, modification, alteration (structural or otherwise), demolition of the Property or any part, and related permits, licenses, authorizations and regulations and covenants, agreements restrictions and encumbrances, contained in any instrument either of record or known to Lessee affecting Lessee or the Property or any part.

16.1.6 Mortgage(s). A mortgage, security agreement, collateral assignment or other instrument creating a lien, security interest or other encumbrance covering all or any part of the Lessee's interest in: **(i)** this Lease; **(ii)** the leasehold estate created; **(iii)** the Property, or **(iv)** the Improvements.

16.1.7 Mortgagee(s). Any Person holding a Mortgage and such Person's successors and assigns of which Lessor has received written notice.

16.1.8 Operation Date. The date that the enterprise is first opened or is capable of being open for business or no later than July 1, 2017. Lessor and Lessee will certify the actual Operation Date.

16.1.9 Operations. The period of time beginning with the Operation Date.

16.1.10 Person. Any individual, corporation, association, trust, partnership, joint venture or other entity or any government commission or agency or political subdivision.

16.1.11 Property. Property means the real property, buildings, facilities, Property and Improvements.

16.1.12 Trade Fixtures. Trade fixtures are the personal property, business fixtures and office furniture, tables, computers, lab equipment that is owned by the Lessee or sublessee, separate and apart from the Property, and which are not permanently affixed to the Property and can be removed without causing damage, or the need for repairs or improvement to the Property.

16.1.13 Execution Date. Date on which both parties have accepted and signed the lease contract.

16.2.14 Construction Period. The period beginning on the Commencement Date through the Operation Date.

SECTION 17 - TERMINATING CONDITIONS

17.1 Lessee's Termination. Notwithstanding any contrary provision herein, Lessee may terminate this Lease at any time prior to the expiration of **ninety (90) days** from the Commencement Date, if:

Lessee shall have determined in exercise of its good faith judgment, after having made bona fide efforts to secure construction and long term financing for the Improvements, none is available on terms reasonably acceptable to Lessee.

17.2 Termination Notice. Lessee's right to terminate this Lease as provided in **Section 17.1** may be exercised at any time prior to **sixty (60) days** after the Commencement Date by giving Lessor **one (1) month** prior written notice. If Lessee according to **Section 17** terminates this Lease, Lessee will be entitled to **no** refund of any Rent, pro rata or otherwise.

IN WITNESS WHEREOF, Lessee and Lessor have executed and approved this Lease in **two (2)** original counterparts, on the date indicated.

LESSOR

COMMISSIONERS OF THE LAND OFFICE

Approved Date: _____, _____

By: _____
Governor Mary Fallin, Chair

ATTEST: (SEAL)

Harry W. Birdwell, Secretary

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was executed before me this ____ day of _____, _____, by Governor Mary Fallin, Chair, and attested by Harry W. Birdwell, Secretary, on behalf of the Commissioners of the Land Office of the State of Oklahoma.

[Seal]

Notary Public

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 22, TOWNSHIP 12 NORTH, RANGE 3 WEST, MORE PARTICULARLY DESCRIBED AS:

LOT 4 AND THE SOUTH 70 FEET OF LOT 3 AND THE SOUTH 70 FEET OF LOT 5, CAPITOL SQUARE ADDITION TO OKLAHOMA CITY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF. CONTAINING 3.82 ACRES MORE OR LESS.

921 NE 23RD STREET BUILDING:

- 60,000 SQ. FT. THREE STORY OFFICE BUILDING
- 3,400 SQ. FT. ATTACHED CLIMATE CONTROLLED WAREHOUSE
- 1,800 SQ. FT. DETACHED MAINTENANCE AND STORAGE FACILITY
- 800W/1000KVA DIESEL EMERGENCY GENERATOR

EXHIBIT "B"

Project Site Plan

(THIS WILL BE PROVIDED AT A LATER TIME)



State of Oklahoma
Office of Management and Enterprise Services
Real Estate and Leasing Services

Sublease Agreement

THIS SUBLEASE AGREEMENT is made and entered into this TBD day of TBD, 2016, between TBD, their successor(s) and/or assigns, hereinafter called the SUBLESSOR, and THE STATE OF OKLAHOMA, by and through its OKLAHOMA OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES, on behalf of the OFFICE OF THE CHIEF MEDICAL EXAMINER OF THE STATE OF OKLAHOMA, hereinafter called the SUBLESSEE.

WITNESSETH: WHEREAS, the SUBLESSOR is a tenant under a certain Lease dated TBD, with the OKLAHOMA COMMISSIONERS OF THE LAND OFFICE which was conveyed on TBD to TBD, covering approximately TBD square feet of space ("Leased Premises") in the building located at 921 NE 23rd Street, Oklahoma City, Oklahoma, with a copy of said Lease attached hereto as "Attachment G"; and

WHEREAS, under the terms of said Lease, the SUBLESOR may sublet all or part of said premises; and

WHEREAS, SUBLESSOR desires to sublet to SUBLESSEE and SUBLESSEE desires to sublet from SUBLESSOR that certain premises in the building, as more particularly described below; and

WHEREAS, the SUBLESSOR is not in arrears in rental payments under the terms of SUBLESSOR'S lease and is not in breach of any other terms or conditions of the lease, SUBLESSOR agrees to pay the rental payments as required under the terms of its Sublease and agrees to avoid any other breach of the terms and conditions of its lease.

NOW THEREFORE, the parties hereto, for consideration hereinafter stated, do covenant and agree to the following, to wit:

1. PREMISES. The SUBLESSOR hereby leases to the SUBLESSEE the following described premises:

(Room/Suite, and Street Address): 921 NE 23rd Street, Suite 100
(City, State and Zip): Oklahoma City, OK 73105
(Legal Description & Building Name): 921 BUILDING

Consisting of TBD Net Usable Square Feet of space to be used by the SUBLESSEE for medical examiners lab and offices (General Purpose). The Subleased premises are shown on the floor plan, signed and dated by SUBLESSOR, attached to this Sublease Agreement as "Attachment A."

2. TERM. This Sublease shall begin on the July 1, 2017, and end on the June 30, 2042.

3. RENT. The SUBLESSEE shall pay the SUBLESSOR the amount of \$TBD per MONTH for a TOTAL \$TBD as rental for the above described premises for the term of this Sublease Agreement, payable in arrears, in equal monthly installments in accordance with statutory requirements and upon proper presentation of invoicing from the SUBLESSOR. The SUBLESSEE shall not be obligated to pay rent for any period prior to the time that the facility is occupied by the SUBLESSEE.

4. UTILITIES AND SERVICES. The SUBLESSOR will provide the following utilities and services during the occupancy of said premises under the terms of this Sublease: (SUBLESSOR must initial each service which will NOT be provided.)

Electricity X Janitorial Services & Supplies-5 days/wk (or days/wk)
Gas Snow and Ice Removal Pest Control
Water & Sewer X Trash Removal
General Lawn Care *** Building Security

***Sublessee will be responsible for inside security, Sublessor will be responsible for 3rd fl. and outside.

5. MAINTENANCE, REPAIR, IMPROVEMENTS, EQUIPMENT, SERVICES.

- a. It is agreed and understood that the Subleased premises shall be equipped with necessary window treatments, fixtures for adequate lighting, electrical wiring and outlets, plumbing facilities to include hot and cold water, and central vented heat and refrigerated air-conditioning adequate to maintain air temperature between 68 and 74 degrees during hours of operation, unless otherwise specified in this Sublease Agreement
b. SUBLESSOR agrees to keep, repair and maintain, at SUBLESSOR'S expense, the Subleased premises and all plumbing, heating, air conditioning, roof structure, electrical and mechanical devices, sidewalks, passageways in common areas, parking surfaces, appliances, and equipment belonging to the SUBLESSOR, of every kind or nature located upon or serving the Subleased premises, in good repair, condition, and working order, suitable to the purpose and use for which SUBLESSEE has subleased these premises. This shall include the replacement of lamps, tubes, ballasts, and broken or

stained ceiling tiles. As used herein, the word "repair" shall mean and include replacement of broken or cracked glass, unless through the fault of the SUBLESSEE.

- c. The SUBLESSOR shall be responsible for all costs incurred for any Government, State, or City inspections required for SUBLESSEE'S occupancy.
 - d. If the SUBLESSOR provides supplemental air conditioning, it shall be maintained and climatically controlled at a temperature level determined necessary by the SUBLESSEE and shall be operated twenty-four hours per day, seven days per week.
 - e. Programmable thermostats with a plastic lock box cover shall be provided by SUBLESSOR if the SUBLESSEE is responsible for the utility expenses. A key shall be provided to the SUBLESSEE for each lock box upon occupancy. If a utility is to be paid by the SUBLESSEE, the SUBLESSOR shall, at SUBLESSOR'S expense, furnish and install a meter for measuring each applicable utility for the subleased space.
 - f. SUBLESSOR shall provide SUBLESSEE with keys to the entrances and exits and all locking doors within the Subleased premises and shall have use and access to the Subleased premises 24 hours per day, 7 days per week at no additional cost to the SUBLESSEE.
 - g. Exterior lighting shall be furnished by SUBLESSOR as necessary for security.
 - h. SUBLESSOR shall provide and install all telephone and data conduit preparation necessary per telephone company specifications and/or building codes. The SUBLESSEE shall provide telephone wiring from the telephone equipment room to the telephone instruments and may contract with another party for this purpose, or may use existing wiring if available. Upon SUBLESSEE vacating the premises, any data or telephone cabling services remaining in the building shall be considered abandoned by SUBLESSEE.
 - i. For the purpose of maintaining the premises, the SUBLESSOR reserves the right to enter and inspect the premises at reasonable times and to make the necessary repairs to the Subleased Premises.
 - j. SUBLESSOR shall maintain a quiet environment by ensuring other tenants of the building do not create noises or engage in any other activity on the Subleased Premises that may be disruptive to SUBLESSEE.
 - k. It is further understood and agreed that if the SUBLESSOR does not maintain the premises and all appurtenances, as required in this agreement, in good repair, reasonable wear and tear accepted, the SUBLESSEE shall notify the SUBLESSOR in writing, by certified mail, of SUBLESSOR'S deficiency in maintaining the Subleased premises.
 - (1) If SUBLESSOR fails to take steps to remedy the deficiencies identified by the SUBLESSEE within thirty (30) days after proper notice has been mailed to the SUBLESSOR, the SUBLESSEE, at its option, may either (a) correct such deficiencies, and deduct the cost from future rental installment(s) or collect from the SUBLESSOR in any manner provided by law; or (b) withhold rental payments until deficiencies are corrected
 - (2) Should any equipment fail, or repairs fail to be made by SUBLESSOR, which render the Subleased premises unfit for occupancy by the SUBLESSEE and unsuitable for the intended purpose, the SUBLESSEE may, after giving the SUBLESSOR written notice of the failure, either (a) reduce or withhold Sublease payments on a pro rata basis for that period of time for which the Subleased premises were not occupied; (b) immediately terminate this Sublease and vacate the Subleased premises with no further obligations by the SUBLESSEE to the SUBLESSOR; or (c) have the deficiencies, repaired, or replaced and may either (i) deduct the cost from future rent installments; (ii) collect such cost from SUBLESSOR in any manner provided by law; or (iii) withhold rental payments until deficiencies are corrected.
 - l. SUBLESSEE is prohibited from making permanent improvements to non state-owned property and cannot legally incur any cost for permanent improvements made to the Subleased premises.
 - m. SUBLESSEE may install data and telephone cabling/services and modular panels prior to occupancy of the space, at no additional cost, with the understanding that it must not interfere with the SUBLESSOR'S remodeling of said space.
 - n. The SUBLESSOR shall provide the SUBLESSEE with adequate written notification of any need to shut down any utility serving the Subleased premises.
 - o. SUBLESSEE agrees to use the Subleased premises for the purposes stated above and to exercise reasonable diligence in the use of the Subleased premises. Further, SUBLESSEE agrees, upon vacancy of the Subleased premises, to return the Subleased premises to the SUBLESSOR in as good a condition as when originally Subleased, ordinary wear and tear accepted.
6. **JANITORIAL SERVICES.** The SUBLESSOR shall provide janitorial services per the following specifications:
- a. Daily removal of waste and refuse, and replacement of trash liners as necessary.
 - b. Daily mopping and sanitation with germicidal detergent of rest rooms.
 - c. Floors swept or vacuumed daily.
 - d. Hard surface floors spot mopped daily and mopped at least once per week.
 - e. Daily sanitation with germicidal detergent of break rooms and coffee bars.
 - f. Carpets spot cleaned as needed and steam cleaned annually.
 - g. Soap and paper products furnished in all rest rooms and break rooms at all times.
 - h. Interior glass walls cleaned as needed.
 - i. Interior and exterior windows washed annually.
 - j. Hard floors waxed and polished quarterly.
 - k. Window coverings, floor base, wood trim, light fixtures, light lens, air vents, and walls cleaned twice annually.

7. **LAWS, CODES, ORDINANCES, RULES, REGULATIONS.** The SUBLESSOR shall be responsible for compliance with all applicable federal, state and local laws, codes, ordinances, rules, and regulations pertaining to health, safety, fire, and public welfare. Furthermore, the State Fire Marshal, or applicable City Fire Marshal, must inspect the facility prior to the initial occupancy, acquisition of additional space, or renovation of existing space, and/or approve building plans for new construction, for compliance with the Life Safety Code, Fire Prevention Code, and National Fire Protection Association Standards, and shall provide a written report of said inspection or signed floor plan, as "Attachment B".
8. **CASUALTY DAMAGE.** It is mutually agreed between the SUBLESSOR and SUBLESSEE that if the building and premises shall be slightly damaged by fire or any other cause or causes, the SUBLESSOR shall promptly repair the building and premises. If the space cannot be fully utilized by SUBLESSEE during the time of the repair, Sublease payments required under this Sublease Agreement shall either be reduced or withheld on a pro rata basis in accordance with the amount of space available for use by the SUBLESSEE. If the building and premises are unfit for occupancy by the SUBLESSEE as a result of damage by fire or any other cause or causes, this Sublease Agreement may be terminated, and the SUBLESSEE may vacate the premises with no further obligation to the SUBLESSOR under the Sublease Agreement from the date that the premises were damaged.
9. **LIABILITY INSURANCE.** The SUBLESSOR and SUBLESSEE shall maintain insurance or self-insurance covering property and contents and liability through the Risk Management Program established by 74 O.S. § 85.58 et seq. and administered by the Oklahoma Office of Management and Enterprise Services. Liability self-insurance shall correspond directly with 51 O.S. §151, et seq. SUBLESSOR and SUBLESSEE shall provide proof of Self Insurance upon request. Subject to and in accordance with the provisions of the Governmental Tort Claims Act, SUBLESSOR and SUBLESSEE shall be responsible for damages to the premises caused by SUBLESSOR or SUBLESSEE or its employees, invitees, representatives, or agents.
10. **SUBLESSEE'S PERSONAL PROPERTY.** SUBLESSEE shall be responsible for all personal property, equipment or fixtures placed in or on the premises by SUBLESSEE or its agents, employees, or invitees, and all personal property, equipment or fixtures shall remain the property of SUBLESSEE, and may be removed by the SUBLESSEE without penalty. SUBLESSOR shall be responsible for damages or loss of SUBLESSEE'S personal property, equipment, and fixtures if caused as a result of a failure of the building systems or SUBLESSOR'S negligence.
11. **TERMINATION.** It is agreed during the term of this Sublease or any extension thereof, the SUBLESSEE shall have the right to terminate this Sublease at the end of any fiscal year of the SUBLESSEE, if the State Legislatures fail to allocate sufficient funds to SUBLESSEE for rental payments required under this Sublease. SUBLESSEE shall be the final authority as to the availability of funds.
12. **OPTION TO RENEW.** The SUBLESSEE shall have the option to renew the term of this Sublease Agreement for **three (3)** additional five-year periods on the same terms and conditions contained in this Sublease Agreement. On any options granted hereunder, the parties agree that during any option period the SUBLESSEE reserves the right to cancel the Sublease by SUBLESSEE giving notice in writing to SUBLESSOR at least thirty (30) days prior to the desired date of cancellation, and rental shall cease upon date of vacation.
13. **SPECIAL TERMS AND CONDITIONS.** This Sublease Agreement is subject to the terms, conditions, modifications, additions, and deletions listed below or attached hereto:
 - a. Any changes made to the attached floor plan must be preauthorized by the Oklahoma Office of Management and Enterprise Services and mutually agreed upon by the SUBLESSOR and SUBLESSEE. If a change is made to a wall configuration, which is not in accordance to the attached floor plan and is not authorized by the Oklahoma Office of Management and Enterprise Services the SUBLESSOR shall be responsible for altering the space to comply with the floor plan and for all associated costs.
 - b. SUBLESSOR, at SUBLESSOR's sole expense, will remodel and construct the building to SUBLESSEE's satisfaction, to include all building specifications in accordance with "Attachment F" for SUBLESSEE's occupancy no later than July 1, 2017.
 - c. SUBLESSOR shall designate three points of contact in case of a building emergency. SUBLESSOR shall provide a list of people or workers allowed on site during an emergency and shall provide a copy of the accepted or recognized credential. In addition, the SUBLESSOR shall allow the SUBLESSEE to pre-credential the listed individuals if necessary.
 - d. It is expressly agreed that the SUBLESSEE may install access control system to the leased premises to control access as needed or required.
 - e. The SUBLESSOR agrees to provide and maintain secured parking for all SUBLESSEE'S employees and invitees.
 - f. SUBLESSEE shall have the right to place, erect and/or install equipment as necessary to fulfill SUBLESSEE'S mission.
14. **SIX MONTH NOTIFICATION.** The SUBLESSOR shall, as applicable, provide written notification by certified mail to the SUBLESSEE (user agency) if the Sublease will not be renewed on the same terms and conditions contained in this Sublease Agreement. Said notification shall be provided no less than six (6) months prior to (a) the end of the Sublease term, or any extension of the Sublease term, if the SUBLESSEE has no remaining options to renew in Section 12 above; or (b) the end of the last renewal period after the SUBLESSEE has exercised its last option to renew. Failure by the SUBLESSOR to provide said notification shall result in the automatic renewal of the Sublease Agreement, at the option of the SUBLESSEE, for an additional twelve-month period on the same terms and conditions. However, this extended twelve-month term shall not automatically

EXHIBIT "D"

Architectural Plan

(TO BE RELEASED AT A LATER DATE)

EXHIBIT "E"

Real Estate Contract Certifications

STATE OF OKLAHOMA
COMMISSIONERS OF THE LAND OFFICE
REAL ESTATE CONTRACT CERTIFICATIONS

Re: *Unsubordinated Ground Lease dated Month __, 2016 between the State of Oklahoma Commissioners of the Land Office ("CLO") and ABC Development, Inc. (the "Agreement")*

The authorized representative of ABC Development, Inc. hereby certifies warrants and represents as follows with respect to the above-referenced Agreement:

- A. The undersigned represents that he is an authorized representative of ABC Development, Inc. ("Lessee") for purposes certifying the facts pertaining to the existence of collusion and the giving or offering of things of value to government personnel in return for special consideration in the contracting process;
- B. The undersigned is aware of the facts and circumstances surrounding the making of the referenced Agreement, and no one subject to Lessee's officers' and representatives' control has been a party to any discussions between Lessee and any state official or employee concerning the exchange of money or other things of value for special consideration to be received by a person or entity other than the CLO, and not otherwise contained in the Agreement;
- C. The undersigned certifies that neither Lessee nor anyone subject to Lessee's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in entering, transacting, and completing the Agreement referenced above. Further, the only items of value to be provided by Lessee, and its representatives, officers, and agents, are the consideration described in the Agreement to be received by the CLO in exchange for a ground lease and other consideration, if any, as contained in the Agreement;
- D. The undersigned certifies that neither he nor anyone under the direction or control of Lessee's officers or representatives has been a party to any collusion with any state official or employee as to quantity, quality or price in the Agreement or any other terms of the Agreement, other than *bona fide* arms-length negotiations conducted with the CLO; and
- E. The undersigned also certifies that no person who has been involved in any manner in the development of the Agreement while employed by the State of Oklahoma shall be employed by Lessee or its parent or related entities to fulfill any of the deliverables contained in the Agreement.

Signed on this __ day of _____, 2016

By: _____

Title: _____

EXHIBIT "E"

Oklahoma Medical Examiners Office
Oklahoma City, Oklahoma
March 03, 2016

Building Item	Quantity	Unit cost	Total Cost	Specifier	Provider	Remarks
				MWL	OFOI	Owner Furnished Owner Installed
				H&C	OFCI	Owner Furnished Contractor Installed or Coordinated
				OWNER	CFCI	Contractor Furnished Contractor Installed
GENERAL FURNITURE						
Planters	4	\$ 100.00	\$ 400.00	OWNER	OFOI	
Conference Room Chairs	40	\$ 450.00	\$ 18,000.00	OWNER	OFOI	
Conference Room Table	4	\$ 1,088.00	\$ 4,352.00	OWNER	OFOI	
Desk Chairs	65	\$ 389.99	\$ 25,349.35	OWNER	OFOI	
Visiting Chairs	55	\$ 325.00	\$ 17,875.00	OWNER	OFOI	
Filing Cabinets	57	\$ 411.30	\$ 23,444.10	OWNER	OFOI	
Book Cases	18	\$ 284.16	\$ 5,114.88	OWNER	OFOI	
Round Tables	6	\$ 200.00	\$ 1,200.00	OWNER	OFOI	
End tables	13	\$ 150.00	\$ 1,950.00	OWNER	OFOI	
Coffee tables	10	\$ 250.00	\$ 2,500.00	OWNER	OFOI	
Couches	9	\$ 980.00	\$ 8,820.00	OWNER	OFOI	
Bed	2	\$ 610.00	\$ 1,220.00	OWNER	OFOI	
Matress set	2	\$ 400.00	\$ 800.00	OWNER	OFOI	
Dresser	2	\$ 450.00	\$ 900.00	OWNER	OFOI	
Night stand	2	\$ 300.00	\$ 600.00	OWNER	OFOI	
Reception Chairs	8	\$ 475.00	\$ 3,800.00	OWNER	OFOI	
Recliners	2	\$ 688.00	\$ 1,376.00	OWNER	OFOI	
Office desk	39	\$ 816.61	\$ 31,847.79	OWNER	OFOI	
Credenza	22	\$ 680.00	\$ 14,960.00	OWNER	OFOI	
Work Station Table	8	\$ 400.00	\$ 3,200.00	OWNER	OFOI	
Stackable chair holder	2	\$ 175.00	\$ 350.00	OWNER	OFOI	
Dry erase boards	10	\$ 119.00	\$ 1,190.00	OWNER	OFOI	
Cubicles (per work group unit)	4	\$ 42,000.00	\$ 168,000.00	OWNER	OFOI	
			\$ 337,249.12			
TECHNOLOGY						
Phone Handsets	53	\$ 300.00	\$ 15,900.00	OWNER	OFOI	
40 inch TV	2	\$ 380.00	\$ 760.00	OWNER	OFOI	
32 inch TV	2	\$ 299.00	\$ 598.00	OWNER	OFOI	
TV Wall Bracket	4	\$ 120.00	\$ 480.00	OWNER	OFOI	
Computers	58	\$ 1,308.95	\$ 75,919.10	OWNER	OFOI	

Oklahoma Medical Examiners Office
Oklahoma City, Oklahoma
March 03, 2016

Monitors	116	\$ 249.95	\$ 28,994.20	OWNER	OFOI	
80" Monitors	2	\$ 5,000.00	\$ 10,000.00	OWNER	OFOI	
Printers	13	\$ 350.00	\$ 4,550.00	OWNER	OFOI	
Professional microscopes + cams (PHY)	10	\$ 36,000.00	\$ 360,000.00	OWNER	OFOI	
40" HR Computer workstation monitors (PHY)	14	\$ 1,300.00	\$ 18,200.00	OWNER	OFOI	
Software, licenses (PHY)	10	\$ -	\$ -	OWNER	OFOI	
IT Infrastructure with building WiFi	1	\$ -	\$ -	OWNER	OFOI	
LIMS (Laboratory Information Management System)	1	\$ 350,000.00	\$ 350,000.00	OWNER	OFOI	
			\$ 865,401.30			
AUTOPSY EQUIPMENT						
Autopsy stations (all bariatric) w/down draft, double length sink, side attach work table, hydraulic lift.	10	\$ 55,000.00	\$ 550,000.00	MWL	OFCI	
Compressed air vacuum electric water hook ups for each station	10	-	-	H&C	CFCI	
LED surgical lights	2	\$ 3,000.00	\$ 6,000.00	MWL	OFCI	
Camera rail system w/ 2 cameras each station	10	\$ 4,500.00	\$ 45,000.00	MWL	OFCI	
Surgical curtains	10	\$ 1,500.00	\$ 15,000.00	MWL	OFCI	
Body Carrier (body transfer)	58	\$ 1,550.00	\$ 89,900.00	MWL	OFOI	
Body Carriers (body transfer - Bariatric)	6	\$ 5,500.00	\$ 33,000.00	MWL	OFOI	
Stainless Steel Body Trays	88	\$ 500.00	\$ 44,000.00	MWL	OFOI	
Body Racking System	15	\$ 2,500.00	\$ 37,500.00	MWL	OFOI	
Autopsy tool carts	10	\$ 6,890.00	\$ 68,900.00	OWNER	OFOI	
Physician carts	5	\$ 1,800.00	\$ 9,000.00	OWNER	OFOI	
Tool carts (homicide)	10	\$ 2,300.00	\$ 23,000.00	OWNER	OFOI	
Desoutter pneumatic autopsy saws (T-CC-NS170)	14	\$ 4,695.00	\$ 65,730.00	OWNER	OFOI	
Pneumatic hose reel and fittings (10 in AUTOPSY, 1 in ANTHRO)	11	\$ 250.00	\$ 2,750.00	H&C	CFCI	
Air compressors (Quincy QT-7.5)	2	\$ 2,500.00	\$ 5,000.00	OWNER	OFCI	
Storage/ case work autopsy unit	10	\$ 10,000.00	\$ 100,000.00	H&C	CFCI	High Density storage unit
CT scanner	1	\$ 500,000.00	\$ 500,000.00	OWNER	OFCI	MWL will coordinate
Lodox	1	-	-	OWNER	OFOI	
Double wide evidence drying cabinet	3	\$ 10,000.00	\$ 30,000.00	MWL	OFCI	
In floor scale	1	\$ 10,000.00	\$ 10,000.00	MWL	CFCI	
Histology hood (SS Fume Hood?)	1	\$ 4,000.00	\$ 4,000.00	MWL	OFCI	
Workstation center investigator pod	1	\$ 8,000.00	\$ 8,000.00	MWL	CFCI	LAB CASEWORK
Walk-in Cold Rooms (Autopsy)	1	\$ 545,300.00	\$ 545,300.00	MWL	CFCI	
Walk-in Cold Rooms (Toxicology)	1	\$ 196,619.00	\$ 196,619.00	MWL	CFCI	
Large flammables closet	1	\$ 1,807.00	\$ 1,807.00	MWL	CFCI	(5) TALL ACID AND FLAMMABLE STORAGE CABINETS

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Polycorn Conference system for second autopsy station, CONF RM 2	2	\$ 25,000.00	\$ 50,000.00	OWNER	OFOI	
Mandibulometer Forensic Model 218	2	\$ 3,478.80	\$ 6,957.60	OWNER	OFOI	
Centrifuge (autopsy lab)	1	\$ 11,539.00	\$ 11,539.00	OWNER	OFOI	
Dissecting microscope	4	\$ 10,300.00	\$ 41,200.00	OWNER	OFOI	
Organ rinse stations	10	\$ 16,691.50	\$ 166,915.00	MWL	OFCI	INCLUDED WITH AUTOPSY STATION
Xray view box (Recessed)	2	\$ 2,166.75	\$ 4,333.50	MWL	OFCI	
Portable Xray system (decomp)	1	\$ 16,956.00	\$ 16,956.00	OWNER	OFOI	
File Trail Radio Frequency sys	1	\$ 210,728.54	\$ 210,728.54	OWNER	OFOI	
Label makers	14	\$ 302.95	\$ 4,241.30	OWNER	OFOI	
90 inch 4K autopsy monitors (10 AUT, 1 ANTHRO, 1 RAD)	12	\$ 7,495.00	\$ 89,940.00	OWNER	OFOI	
Clothes washers	2	\$ 899.00	\$ 1,798.00	OWNER	OFCI	
Clothes dryers	2	\$ 700.00	\$ 1,400.00	OWNER	OFCI	
Body Scoop Track	2	\$ 10,000.00	\$ 20,000.00	MWL	OFCI	BODY HOIST
Hydraulic Body Lift	1	\$ 5,000.00	\$ 5,000.00	OWNER	OFOI	BODY HOIST
Boiling kettle (anthro)	1	\$ 42,000.00	\$ 42,000.00	MWL	OFOI	
Computer work stations (autopsy units)	10	\$ 1,000.00	\$ 10,000.00	OWNER	OFOI	
Utility sink	1	\$ 3,500.00	\$ 3,500.00	H&C	CFCI	
Dumbwaiter between autopsy and toxicology	1	\$ 37,000.00	\$ 37,000.00	H&C	CFCI	
Fume hoods (Toxicology)	4	\$ 3,818.00	\$ 15,272.00	MWL	OFCI	
Zero Air Generator	2	\$ 7,500.00	\$ 15,000.00	MWL	OFCI	
Nitrogen Generator	1	\$ 25,000.00	\$ 25,000.00	MWL	OFCI	NEED MORE THAN 1 (TBD)
Hydrogen Generator (Small)	1	\$ 8,000.00	\$ 8,000.00	MWL	OFCI	
Hydrogen Generator (Big)	1	\$ 13,000.00	\$ 13,000.00	MWL	OFCI	
Specimen cabinet (anthro)	1	\$ 30,000.00	\$ 30,000.00	MWL	OFCI	PART OF LAB CASEWORK
Rotary microtome	1	\$ 36,457.20	\$ 36,457.20	OWNER	OFOI	
Safe	1	\$ 3,500.00	\$ 3,500.00	OWNER	OFOI	
Digital scales (organs)	10	\$ 700.00	\$ 7,000.00	OWNER	OFOI	
Scales (evidence)	10	\$ 200.00	\$ 2,000.00	OWNER	OFOI	
Scales (pediatric)	10	\$ 120.00	\$ 1,200.00	OWNER	OFOI	
Cameras (autopsy unit, loose)	15	\$ 1,496.95	\$ 22,454.25	OWNER	OFOI	
Bug zappers	8	\$ 159.99	\$ 1,279.92	MWL	OFCI	
			\$ 3,294,178.31			

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INSTRUMENTATION						
Elisa instrument	1	\$ 100,000.00	\$ 100,000.00	OWNER	OFOI	
LCMS Instrument	1	\$ 300,000.00	\$ 300,000.00	OWNER	OFOI	
Time of Flight Instrument (ToF)	1	\$ 525,000.00	\$ 525,000.00	OWNER	OFOI	
Centrifuge	4	\$ 6,000.00	\$ 24,000.00	OWNER	OFOI	
Rotator	3	\$ 500.00	\$ 1,500.00	OWNER	OFOI	
Vortexer	1	\$ 500.00	\$ 500.00	OWNER	OFOI	
Lab Freezer (Single, Flam)	1	\$ 5,000.00	\$ 5,000.00	OWNER	OFOI	COORDINATE MONITORING CONTACT WITH GC
Lab Refrigerators	2	\$ 1,900.00	\$ 3,800.00	OWNER	OFOI	
Lab Refrigerator (Single)	2	\$ 5,000.00	\$ 10,000.00	OWNER	OFOI	COORDINATE MONITORING CONTACT WITH GC
Lab Glassware	2	\$ 699.00	\$ 1,398.00	OWNER	OFCI	
Lab Microwave	3	\$ 300.00	\$ 900.00	OWNER	OFCI	
Lab Oven	4	\$ 750.00	\$ 3,000.00	OWNER	OFCI	
			\$ 975,098.00			
Note: IT install not incl.						
		TOTAL	\$ 5,471,926.73			

EXHIBIT "G"

Recognition and Non-Disturbance Subordination Agreement