

1198

**APPROVED**

PAT KEY  
TULSA COUNTY CLERK

APR 13 2015

**MEMORANDUM**

2015 APR -8 AM 9:51

**TO:** Commissioner John Smaligo, Chairman  
Tulsa County Board of County Commissioners

**FROM:** Richard Bales, Director  
Tulsa County Park Division

STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED

**SUBJECT:** Tulsa Little League of LaFortune Park Ball Fields

**DATE:** April 8, 2015

The attached lease document between the BOCC and Tulsa Little League, Inc., leases all the current baseball field areas in LaFortune Park located at the southwest corner of 61<sup>st</sup> & S. Yale, as identified in the legal description included within and the area boundary map included within the lease document. The initial term of the lease is for fifteen (15) years. Tulsa Little League has been working along with Park staff to provide a smooth transition of the operation, maintenance and care of the existing ball fields and their use by Tulsa Little League and other baseball groups during this transition period.

The Lease has been reviewed and signed off "Approved As To Form" by the District Attorney's office.

**ORIGINAL TO COUNTY CLERK'S OFFICE FOR MONDAY APRIL 13, 2015 COMMISSION MEETING AGENDA.**

rb:

xc: Comm. Keith  
Comm. Peters  
Pat Ward  
Rick Barnett  
file

234290

PAT KEY  
TULSA COUNTY CLERK

2015 APR -8 AM 9:51

STATE OF OKLAHOMA  
TULSA COUNTY  
RECEIVED

LEASE AGREEMENT

BY AND BETWEEN

Tulsa County Board of County Commissioners

Tulsa County, Oklahoma

("LANDLORD")

**APPROVED**

**APR 13 2015**

AND

Tulsa Little League Baseball, Inc.

("TENANT")

DATED: MARCH 5, 2015

234290

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Tulsa County, Oklahoma ("Landlord"), and Tulsa Little League, Inc. ("Tenant").

### **Basic Lease Provisions**

**Landlord:** Tulsa County, Oklahoma.

**Tenant:** Tulsa Little League, Inc.

**Premises or Leased Premises:** The Real Property consisting of approximately 50 acres located at 6000 S. Yale Ave, Tulsa, Oklahoma, consisting of baseball facility ("Leased Premises" or "Premises"), more fully described in **Exhibit A** attached hereto and made a part hereof.

**Legal Description of Real Property:**

see attached

**Permitted Use:** The Leased Premises may be used only for Little League baseball and related purposes and sponsored events.

**Commencement Date of Lease:** The Primary Term of this Lease shall commence upon March 1, 2015 ("Commencement Date").

**Lease Term:** This Lease shall be for a Primary Term of 15 years (the "Primary Term"), beginning on the Commencement Date and ending 15 years thereafter unless sooner terminated, extended or renewed as herein provided.

**Renewal Terms:** Two (2) Fifteen (15) Year Options to Renew as set forth in the Standard Lease Provisions.

**Base Rent: Primary Term:** The Base Rent for the Leased Premises for the Primary Term shall be \$10.00. The Base Rent shall be payable beginning on the Commencement Date.

**Renewal Terms:** At the commencement of each Renewal Term, as applicable, Base Rent shall be \$10.00.

**Additional Rent:** Tenant shall pay as Additional Rent any and all utilities supplied to or used or consumed thereon, all insurance premiums of every nature affecting the Leased Premises, and all operating and maintenance costs thereof as set forth in the Standard Lease Provisions.

**Tenant Improvements:** Tenant shall construct all tenant improvements to the Leased Premises in accordance with terms, plans, and specifications shown on the attached **Exhibit A, A-1 and/or A-2**, at Tenant's cost as specified in this Lease. Any work or improvements in addition to that described in **Exhibit A, A-1 and/or A-2** shall be paid for by Tenant.

**First Right of Refusal:** Tenant shall have a First Right of Refusal to renew the Leased Premises during any Term of this Lease on the basis set forth in the Standard Lease Provisions.

**Signs:** Subject to the Landlord's prior written approval thereof, Tenant, at its sole cost and expense, may place a sign on the exterior of the Premises and may place a monument type sign upon the entrance to the Premises, all upon the terms and conditions set forth in the Standard Lease Provisions.

**Contingency:** This lease is subject to and contingent upon Landlord's approval of the plans and specifications for Tenant's intended use, and Tenants receipt of all required permits and approvals from government authorities having jurisdiction over the Leased Premises for the Tenant's intended use.

## STANDARD LEASE PROVISIONS

The following provisions are made a part of the Lease Agreement between Tulsa County, as Landlord, and Tulsa Little League Baseball, Inc., as Tenant. The terms used herein are as defined in the Basic Lease Provisions unless the context dictates otherwise.

### ARTICLE 1.

#### Leased Premises

1.1 Leased Premises. Subject to the terms and conditions hereinafter set forth and in consideration of the mutual covenants herein contained, the Landlord does hereby lease unto the Tenant, and the Tenant does hereby lease from the Landlord, the Leased Premises as described in the Basic Lease Provisions and as shown on the attached **Exhibit A**.

1.2 Landlord's Reserved Rights. Except to the extent expressly limited herein, Landlord reserves full rights to control the Leased Premises (which rights may be exercised without subjecting Landlord to claims for constructive eviction, abatement of Rent, damages or other claims of any kind), including more particularly, but without limitation, the following rights in addition to any other rights reserved elsewhere in this Lease by Landlord:

- (a) to enter upon and within the Leased Premises at reasonable hours for reasonable purposes, including inspection of the Leased Premises, to show the Leased Premises to current and prospective mortgage lenders, insurers, and prospective purchasers, tenants and brokers.

In connection with entering the Leased Premises, Landlord shall provide reasonable advance notice to Tenant and take reasonable steps to minimize any interference with Tenant's business. Notwithstanding any of Landlord's rights to enter the Premises pursuant to the terms of this Lease, Landlord shall not cause Tenant to in any way violate any laws, regulations or ordinances intended to protect the rights and privacy of Tenant's patients, including those relating to any and all patient records, which at any time, Tenant shall be able to secure in locked storage units or remove from the Premises.

1.3 Right of First Refusal to Purchase Leased Premises. During the Primary Term or Renewal Term, as applicable, provided Tenant is not then in default under the terms and provisions of this Lease beyond any applicable notice and/or cure periods, if landlord receives a bona fide unrelated third party offer to purchase all of Landlord's interest in the Leased Premises which Landlord desires to accept, Landlord shall notify Tenant thereof in writing, setting forth the terms and conditions of such offer. If requested by Tenant, Landlord shall provide Tenant with a true and correct copy of such third party bona fide offer. Tenant shall thereupon have the right to purchase the Premises on the same terms and conditions as those contained in said offer, which right shall be exercised by Tenant giving written notice thereof to Landlord within thirty (30) days after Tenant's receipt of Landlord's said notice ("right of first refusal" or "ROFR"). Notwithstanding the foregoing, Tenant may elect to finance the purchase regardless of whether the third party purchaser was paying the purchase price in cash or cash equivalent. Time is of the essence in the exercise of such right by Tenant. Tenant's failure to give such notice shall be deemed a waiver of its right of first refusal in that instance.

This ROFR shall expire by its own terms at midnight on the last day of the Primary Term or Renewal Term, as applicable, of this lease, and any title examiner may rely on the expiration date unless a memorandum executed by both Landlord and Tenant is filed of record prior to such date stating that the ROFR under this paragraph has been effectively exercised by Tenant. In the event said memorandum is not filed of record prior to such date, this ROFR shall be deemed null and void and absolutely without further force and effect.

## ARTICLE 2.

### Term of Lease

2.1 Primary Term. Tenant shall have and hold the Leased Premises for the Primary Term specified in the Basic Lease Provisions. The Primary Term shall commence on the Commencement Date specified in the Basic Lease Provisions. The Primary Term of this Lease shall expire fifteen 15 years after the Commencement Date unless sooner terminated as herein provided.

2.2 Renewal Options. In consideration of the covenants and agreements of Tenant herein contained, Landlord does hereby grant and extend unto Tenant the following options to renew this Lease:

- (a) The option to renew this Lease upon the expiration of the Primary Term for an Additional period of fifteen (15) years commencing on the date next following the date of expiration of the Primary Term (the "First Renewal Term"). Such option shall be exercised by written notice thereof from Tenant to Landlord not less than one hundred eighty (180) days prior to expiration of the Primary Term, time being specifically of the essence in the exercise of this option.
- (b) If Tenant shall have timely and properly exercised its first option to renew this Lease as set forth in subparagraph (a) immediately above, it shall have the further option to renew this Lease upon the expiration of the First Renewal Term for an additional or second successive fifteen (15) year renewal term commencing on the date next following the date of expiration of the First Renewal Term (the "Second Renewal Term"). This second option to renew must be exercised by written notice thereof from Tenant to Landlord not less than one hundred eighty (180) days prior to the expiration of the First Renewal Term, time being specifically of the essence in the exercise of this second option to renew.

Each of the aforesaid renewals of this Lease shall be upon the same terms and conditions as set forth herein for the Primary Term except for this Renewal Options provision and except for the amount of Base Rent to be paid during each such renewal term.

Each of the foregoing options to renew is expressly conditioned as follows: that at the time of the exercise thereof and at the time for commencement of each such Renewal Term this Lease has not been terminated and Tenant is not then in default beyond applicable notice and/or cure periods in any material respect in any of its covenants and agreements herein contained.

Should Tenant fail to exercise any of its above Options to Renew strictly in the time and manner herein provided, any holding over by Tenant after the expiration of the Primary Term or any then current Renewal Term, whichever is applicable, shall not be construed to renew or extend this

Lease regardless of the circumstances of Tenant's holding over.

2.3 Lease Years. The first Lease Term of this Lease shall begin on the Commencement Date and will end on the last day of the sixth (6th) month thereafter June 30. The second and subsequent Lease Years will be the successive twelve (12) months of the County's Fiscal Year beginning July 1<sup>st</sup> immediately following the First Lease term.

2.4 Surrender of demised Premises. Upon the termination of this Lease, however caused, Tenant shall deliver and surrender the Premises to Landlord in good order, condition and state of repair, ordinary wear and tear and casualty and condemnation excepted.

### ARTICLE 3.

#### Rent

3.1 Base Rent During Primary Term. During the Primary Term of this Lease, Tenant agrees to pay to Landlord a base annual Rent for the Leased Premises (the "Base Rent") calculated in accordance with the rate provided in the Basic Lease Provisions. Base Rent shall be due and payable in advance in twelve (12) equal, successive installments on the first day of each calendar month during the full term of this Lease, provided, that Base Rent installments shall be prorated for partial calendar months at the beginning and ending of the Primary Term of this Lease based on the number of days in such calendar month and as so prorated shall be paid in advance.

3.2 Base Rent During Renewal Terms. The Base Rent for the first twelve (12) months of each Renewal Term shall be the same as the preceding Primary Term or Renewal Term.

3.3 Additional Rent. In addition to Base Rent (including increases therein as hereinabove set forth), Tenant shall also timely pay, as Additional Rent, all other sums of money as shall become due and payable by Tenant under the terms of the Lease and all other sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be designated "Additional Rent" or otherwise. Should Tenant default in the timely payment of any such Additional Rent beyond applicable notice and/or cure periods, Landlord shall have the same remedies as are available to Landlord in the event of a default in the payment of any installment of Base Rent.

3.4 Manner of Payment of Rents: Late Payments. All Rents and installments thereof payable by Tenant to Landlord hereunder shall be paid without counterclaim, setoff or deduction of any nature or amount whatsoever, except as explicitly provided in this Lease. All Rents to be paid to Landlord hereunder shall be made payable to Landlord and mailed or delivered to Landlord at Landlord's notice address pursuant to Section 18.2 of this Lease, unless Landlord designates in writing a different mailing address or a different payee for said Rents. Landlord may by written notice to Tenant designate a different payee or a different mailing address for such Rents. In the event Tenant should fail to make payment of any installment of Base Rent or other payment required to be made to Landlord hereunder within five (5) days after becoming due, Tenant agrees: (a) to immediately pay to Landlord upon written demand therefor a late payment charge in that sum equal to ten percent (10%) of the unpaid amount of each such delinquent Rent installment or payment or, in lieu thereof, and at the option of Landlord exercised by written notice to Tenant, (b) to immediately pay to Landlord upon written demand therefor interest on the unpaid amount of each such Rent installment or payment from the due date thereof until paid computed at the rate of eighteen percent (18%) per annum; PROVIDED, HOWEVER, that neither the terms of this paragraph nor the payment of any such late charge or interest shall, in any manner or to any degree,

limit Landlord in the enforcement of any remedy or the exercise of any right provided or granted Landlord by the terms of this Lease or by law, nor shall any of the provisions of this paragraph or payment of any such late charge or interest stay or be construed as a waiver, in whole or in part, of any such remedies or rights of Landlord. If Tenant fails twice during any 12-month period to make any Rent payment when due, Landlord may require by giving written notice to Tenant that all future Rent payments are to be made on or before the due date by cash, cashier's check, or money order, and that the delivery of Tenant's personal or corporate check will no longer constitute a payment of Rent as provided in this Lease. Any acceptance of personal or corporate check thereafter by Landlord shall not be construed as a subsequent waiver of said rights.

3.5 Rent Taxes and Charges. Tenant further agrees to pay with each installment of Base Rent any excise or sales tax or other charge levied by any governmental authority upon the Rent payable hereunder or the receipt thereof.

3.6 Net-Net-Net Lease. It is specifically understood and agreed by Tenant that this Lease is what is commonly designated as a Net Net Net or Triple Net ("NNN") Lease. It is the express intent of Landlord and Tenant that all Rents and other payments payable under the terms of this Lease shall be absolutely net to Landlord and that each and every item of expense of every kind and nature whatsoever for the payment of which Landlord is, shall or may be or become liable by reason of Landlord's estate or interest in the Leased Premises (including the improvements now or hereafter placed on the Leased Premises) or by reason of any rights or interests of Landlord in or under the Lease or by reason of or in any manner connected with or arising from the ownership, leasing, operation, management, maintenance, repair, rebuilding, remodeling, renovation, use or occupancy of the Leased Premises or any portion thereof, shall be borne by Tenant and Landlord held harmless therefrom. Such expenses include but are not limited to all utilities, insurance, maintenance, upkeep, operations of interior and exterior, including the building, landscaping, roof, HVAC, structure and management. No matter from whatever source arising, if anything shall be ordered or required to be done by lawful authority in, upon or about the Leased Premises, all of the same shall be done and fulfilled at the sole expense and responsibility of Tenant without any expense, risk, liability or obligation whatsoever to or upon Landlord or Landlord's successors or assigns or any mortgagee of Landlord.

Provided however, that Tenant shall not be responsible for (i) expenses that are subject to reimbursement by insurance carriers or other third parties; (iii) costs incurred as a result of Landlord's violation of any laws, regulations or ordinances or breach of any agreements.

3.7 Application of Payments; No Accord and Satisfaction. All payments received by either party under the terms of this Lease shall be applied to the oldest payment obligation then owed by the payor. No designation contained in a separate writing or on a check or money order shall (a) modify this clause or have any force or effect without the written consent of the other party or (b) constitute an accord and satisfaction. Each party may accept checks or payments without prejudice to its right to recover all other amounts due under this Lease and to pursue all other remedies provided for in this Lease and applicable law.

## ARTICLE 4.

### Use of Premises

4.1 Uses of Premises. The Premises shall be used and occupied only for the purposes

specified in the Basic Lease Provisions.

Landlord acknowledges and accepts during the term of the Lease that the Leased Premises shall be used and occupied by Tenant as baseball fields and related uses. The Leased Premises shall be limited to a maximum of six (6) baseball fields

Tenant shall not cause or permit the release or disposal of any hazardous substances, wastes or materials, on or about the Leased Premises or Buildings.

Tenant shall at all times and in all material respects comply with all federal, state or local laws, rules, ordinances, regulations and orders applicable to the Premises or the use thereof relating to industrial hygiene, the handling, storage, use and disposal of waste, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any Hazardous Substance, toxic material or waste.

"Hazardous Substances" as such term is used in this Lease means any hazardous or toxic substance, material or waste, regulated or listed pursuant to any federal, state or local environmental law, including, without limitation, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, Rodenticide Act, the Safe Drinking Water Act and the Occupational Safety and Health Act.

4.1.1 Parking. Tenant use of the Leased Premises shall not exceed the parking capacity of the parking lot marked on Exhibit A. All use of Leased Premises must be limited to the existing parking lot capacity, or have alternate parking provided by tenant. Landlord shall notify Tenant in writing of any violation of the parking restrictions, and in such case Landlord may require Tenant to schedule one field to be vacant each hour of play to allow for the transition of teams and spectators.

4.1.2. Third Party Rental. Tenant shall allow the use of the Leased Premises to parties who are in good standing with Tenant, meet the usage, insurance and payment obligations of this Lease and Tenant, and subject to availability of the fields. Tenant shall schedule the usage of the fields and charge no more than the approved Tulsa County fee for baseball field use at other Tulsa County properties. Landlord shall be responsible to communicate the approved fees and any change in the fees to Tenant. Tenant shall be responsible for collecting all fees from all parties using the Leased Premises.

4.2. Remediation Obligations. If the presence of any Hazardous Substances of any kind or nature brought onto the Premises by Tenant or by Tenant's invitees, employees, agents, contractors, or invitees, results in contamination of the Premises, Tenant shall promptly take all necessary actions, at its sole cost and expense, to return the Premises to the condition that existed before the introduction of such Hazardous Substances.

If the presence of any Hazardous Substances of any kind or nature brought onto, released or disposed of on or about the Premises by Landlord or by Landlord's invitees, employees, agents, contractors, or invitees, results in contamination of the Premises, Landlord shall promptly remediate as required by all Federal, State, or local laws, rules, ordinances, regulations, and orders, and take all necessary actions, at its sole cost and expense, to return Premises to the condition that existed before

the introduction of Hazardous Substances, and Landlord shall indemnify, hold harmless and defend Tenant therefore.

## ARTICLE 5.

### Assignment and Subletting

5.1 Assignment or Subletting. Except as otherwise permitted by this Lease, Tenant shall not assign or in any other manner transfer this Lease or any estate or interest therein; (b) permit any assignment of this Lease or any estate or interest therein by operation of law; (c) sublet the Leased Premises or any part thereof; (d) grant any license, concession, or other right of occupancy of any portion of the Leased Premises; or (e) permit the use of the Leased Premises by any parties other than Tenant, its agents and employees, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

Notwithstanding any assignment or subletting, Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully liable for the payment of rent and for the performance of Tenant's other obligations under this Lease. Tenant hereby authorizes any permitted assignee or subtenant to make payments of rent directly to Landlord upon receipt of notice from Landlord. No direct collection by Landlord from any assignee or subtenant shall constitute a novation or a release of Tenant or any guarantor of Tenant. Receipt by Landlord of rent from any assignee, subtenant, or occupant of the Premises shall not waive any prohibition of assignment and subletting. Any attempted assignment, sublease, mortgage, or other transfer in violation of the terms and covenants of this Section shall be void.

If Tenant requests Landlord's consent to an assignment of the Lease or to a subletting of Leased Premises, Tenant shall give Landlord at least thirty (30) days advance written notice identifying the name of the proposed assignee or subtenant and the nature, character, and current financials of the business of the proposed assignee or subtenant. Following receipt of that notice, Landlord may, in its reasonable discretion, either consent or refuse to consent to the assignment or subleasing.

In the event Landlord does give its consent to an assignment of this Lease or a subletting of the Leased Premises, Tenant shall pay all actual costs and expenses in connection therewith, including the reasonable attorneys' fees of Landlord, any cost of renovation, altering, or decorating the Leased Premises for a new occupant, and any leasing brokerage fees.

## ARTICLE 6.

### Maintenance and Repair of Premises: Utilities

6.1 Maintenance and Repairs. At all times during the Primary Term of this Lease and any renewals and extensions hereof, Tenant shall be fully and solely responsible for the condition, operation, repair, maintenance and management of the Leased Premises and all parts and portions thereof, including but not limited to the landscaping, the front and the exterior and interior portions of all doors and windows, all plumbing and sewage facilities serving the Leased Premises (including assuring the free flow of Tenant's sanitary sewer line to the main line serving the Leased Premises), fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted), and all wiring, heating, ventilation and air conditioning systems, electrical systems, sprinkler systems, interior building appliances, and similar equipment, and all other improvements, and shall bear all

costs and expenses in any manner related thereto and fully indemnify and hold Landlord harmless from any such costs or expenses, except as otherwise explicitly provided herein.

Tenant shall, at Tenant's expense, repaint, refurnish and remodel the Leased Premises from time to time to assure that the Leased Premises are kept in a tenantable and attractive condition consistent with the quality and condition of the buildings in the vicinity of the Building. Tenant shall also keep the Leased Premises in a clean, sanitary, and safe condition in accordance with the mandatory directives, rules and regulations of any health officers, fire marshals, building inspectors and other governmental officials.

Notwithstanding the foregoing, Landlord, at Landlord's sole expense, shall be responsible for repair and maintenance costs resulting from a repair that is determined by a trier of fact to be a design or construction defect unless such repairs or maintenance are caused by the actions or inactions of Tenant or any assignee of Tenant.

Tenant agrees throughout the Primary Term of this Lease and any renewals and extensions hereof, at Tenant's sole cost, risk and expense, (a) to take good care of the Leased Premises, including, without limitation, the Building and other improvements forming a part of the Leased Premises and appliances and machinery therein and furniture, fixtures, equipment and personal property of Tenant therein, and (b) to keep all of the Leased Premises in good order and condition and promptly, at Tenant's sole cost and expense, to make all necessary repairs to the Leased Premises and all parts thereof, interior and exterior, structural and non- structural, ordinary as well as extraordinary, foreseen as well as unforeseen except as specifically provided above. When used in this paragraph, the term "repairs" shall include replacements or renewals when necessary and all such repairs made by Tenant shall be at least equal in quality and class to the original construction of the Building and related improvements. Tenant shall keep and maintain all portions of the Leased Premises, including, without limitation, all sidewalk, parking, driveway and common areas, in a clean and orderly condition and at all times free from accumulation of dirt and rubbish.

**6.2 Utilities.** At all times during the Primary Term of this Lease and any renewals or extensions hereof, Tenant shall promptly pay all charges for water, sewer, electric current, telephone and other communication systems, cable, gas, trash or refuse hauling and any other public utility service used or consumed by Tenant on the Leased Premises or supplied to it therein. Tenant shall not at any time permit any lien or claim to be filed against the Leased Premises or any part thereof on account of any expenses or charges for any of said utility services and shall save Landlord harmless therefrom. Any utility deposits or utility connection fees or charges required by any government entity or by any public utility company furnishing utility services to the Leased Premises, shall be deposited and/or paid by Tenant.

It is specifically understood and agreed by Tenant that Landlord shall not under any circumstances be liable for any interruption whatsoever in utility services nor shall failure of the same to be supplied to the Leased Premises be deemed a constructive eviction of Tenant or be grounds for withholding or offsetting any Rent payments or other financial obligations payable by Tenant under the terms of this Lease or be cause for termination of this Lease, unless caused by the gross negligence or willful misconduct of Landlord.

## **ARTICLE 7.**

### **Alteration and Installation of Trade Fixtures**

7.1 Alterations. Tenant may from time to time during the term of this Lease or any renewals or extensions hereof but at Tenant's sole cost, risk and expense make such alterations or improvements to the Leased Premises as may, in Tenant's opinion, be reasonably necessary or desirable for the conduct or improvement of Tenant's business, provided, that no alteration or change affecting the structural soundness of the Leased Premises shall be made without the prior written consent of Landlord. Relocation or removal of non-bearing walls or partitions shall not be deemed a material structural change requiring Landlord's prior written approval. Any alterations, additions or improvements, whether requiring the prior written consent of Landlord or not, shall be made at Tenant's sole cost, risk and expense and Landlord held harmless therefrom, shall be made in a good and workmanlike manner, shall be made in compliance with all applicable governmental laws, ordinances, regulations or other requirements, shall be made free of any liens or rights of lien, shall be made using materials at least equal to that of the original construction and shall, unless Landlord elects otherwise in writing at the time it approves the alteration or improvement, become Landlord's property and remain upon and be surrendered with the Leased Premises as a part thereof upon the termination of this Lease, however such termination may occur, all without reimbursement to Tenant for any costs of making such alterations, additions or improvements initially.

Any change or alteration, structural or otherwise, shall, when completed, be of such a character as not to affect adversely the value of the building and related improvements constituting a part of the Leased Premises as such value existed immediately before such change or alteration nor shall the same materially reduce the gross cubic volume of floor area of the Building or impair the structural strength thereof nor materially adversely affect the value of the Leased Premises as a whole. Any change, addition or alteration to the Leased Premises shall be subject to inspection at any time and from time to time by Landlord or Landlord's duly authorized representatives in order to ascertain that such work being performed is being performed in accordance with the terms and conditions hereof. Any person or firm employed by Tenant to prosecute any such change, addition or alteration shall be the sole agent of Tenant and nothing herein contained, expressly or impliedly, shall be construed as authorizing any such person or firm to perform any part of said work for or on behalf of Landlord or as granting any right of lien in and to any part of the Leased Premises. Whether any such alteration, addition or improvement to the Leased Premises is made by Tenant, with or without the consent of Landlord, any mechanic's or materialman's lien filed against the Leased Premises or any part thereof for work claimed to have been done or materials claimed to have been furnished at the request or upon the order or direction of Tenant, its agents, employees, contractors or subcontractors shall be discharged of record by Tenant within ten (10) days thereafter at Tenant's sole cost and expense and Landlord held harmless therefrom.

Any renovations and remodeling of the Leased Premises shall be at Tenants sole cost, risk and expense and shall be subject to the limitations, conditions and requirements set forth in this numerical paragraph concerning the manner in which any such work is to be performed and concerning the effect thereof.

7.2 Trade Fixtures. Tenant shall have the right to install in or upon the Leased Premises all trade fixtures, machinery, equipment and personal property which Tenant in its sole judgment deems necessary or desirable in the conduct of its business in or from the Leased Premises. All trade fixtures, machinery and equipment installed or placed by Tenant on the Leased Premises may be removed by it from time to time during the term of this Lease or any renewals or extensions hereof and upon the expiration of this Lease, provided, that any damage caused to the Leased Premises by the installation or removal of such trade fixtures, machinery, equipment and personal property shall be at once repaired by Tenant at its sole cost and expense and the Leased Premises restored to the same condition as they were prior to the installation of said property by Tenant, usual wear and tear

excepted, and further provided, that at the time of any such removal Tenant is not then in default in the terms and conditions of this Lease beyond applicable notice and/or cure periods.

## ARTICLE 8.

### Tenant Signs

8.1 Erection and Maintenance of Signs. Tenant shall have the right to erect, place and maintain on the Leased Premises at its sole cost, risk and expense any sign or signs designating the name and type of business being conducted on the Leased Premises by Tenant subject to the submission to and approval in writing by Landlord of detailed plans for each such sign including the method of attachment of any Building sign. Any license, permit or other authorization required for the erection or installation of any such sign shall be procured by Tenant at its sole cost and expense. In the installation, erection, maintenance, repair or removal of any signs of Tenant (which shall be at its sole cost, risk and expense), Tenant shall strictly comply with all applicable governmental laws, ordinances, regulations and other requirements.

8.2 Removal of Signs. Tenant at its sole cost and expense, shall remove all its signs of every nature and its name and logo from the Leased Premises wherever it appears thereon at the termination of this Lease regardless of how such termination occurs. Installations, modifications, repairs and removal of signs, Tenant's name and logo shall be made by Tenant in such manner as to avoid injury, defacement or overloading of the Building and any damages caused by such installation, modification, repair or removal of the signs, name and logo of Tenant shall be promptly repaired by Tenant at its sole cost and expense.

## ARTICLE 9.

### Taxes and Assessments

9.1 Impositions. Landlord is a tax exempt entity, and as such, not taxes or other impositions related to the Leased Premises shall be due or payable from Tenant.

9.2 Exclusions. Nothing in this Lease shall require Tenant to pay any capital levy, franchise, succession or transfer tax of Landlord or any income or excess profits tax levied upon Landlord.

9.3 Receipts. Intentionally omitted.

9.4 Tenant's Contest of Imposition. Intentionally omitted

9.5 Tenant's Fixtures. Each calendar year Tenant shall render all of its fixtures and equipment with applicable taxing authorities and shall pay taxes assessed thereon prior to delinquency. Tenant's taxes shall include all general and special taxes, including ad valorem taxes, assessments for local improvements and other governmental charges that are imposed upon fixtures and equipment of any type and all personal property in the Leased Premises, and all license fees imposed upon the business of Tenant conducted within the Leased Premises. Tenant may, with Landlord's consent, which consent shall not be unreasonably withheld, contest payment of such taxes to the extent permitted by the laws of the State of Oklahoma so long as the validity or amount thereof is contested in good faith and so long as such does not create a lien on the Leased Premises. Prior to delinquency, Tenant shall deliver to Landlord copies of paid tax receipts or other proof satisfactory

to Landlord evidencing the payment of all such taxes or proof such are being contested in the manner set forth above.

## ARTICLE 10.

### Insurance and Indemnification

10.1 Casualty Insurance. Tenant agrees, at Tenant's sole cost and expense, to keep the Leased Premises insured at all times during the Primary Term of this Lease and any renewals and extensions thereof, against loss or damage by fire and such other hazards and risks as are embraced from time to time by the standard extended coverage endorsement approved for use in the State of Oklahoma at the time of procurement or renewal of any such policy or policies, such insurance to be in an amount not less than the full replacement value of the Building and related improvements. The term "full replacement value" shall mean the actual replacement cost (excluding foundation, footings and excavation costs) without deduction for physical depreciation. Tenant specifically agrees that among the hazards and risks to be insured against in the subject policy shall be flood (if required), malicious mischief and vandalism. Tenant shall endorse its insurance policies to name Landlord as additional insured.

10.2 Liability Insurance. Tenant agrees, at its sole cost and expense, throughout the Primary Term of this Lease and any renewals and extensions thereof, to maintain for the mutual benefit of Landlord and Tenant, comprehensive general public liability insurance on an occurrence basis against claims for bodily injury, death or property damage occurring upon or in the Leased Premises or occurring or arising out of the use or occupancy of the Leased Premises by Tenant, in a combined single limit amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate. The insurance coverage required shall include coverage for liability hazards as defined in the policy for premises and operations liability, products, and completed operations liability, broad form property damage, fire legal liability and blanket contractual liability. Tenant shall endorse its insurance policies to name Landlord as an additional insured. The general public liability insurance policy to be maintained by Tenant may provide for a deductible or self-insured retention as is customarily provided for on insurance maintained by Tenant.

10.3 Worker's Compensation and Employer's Liability Insurance. Tenant agrees, at its sole cost and expense, throughout the Term of this Lease and any renewals and extensions hereof, to maintain statutory Worker's Compensation Insurance (as defined in the Oklahoma Labor Code) and Employer's Liability Insurance limits covering Bodily Injury by Accident - \$500,000.00 each accident; Bodily Injury by Disease - \$500,000.00 policy limit; Bodily Injury by Disease - \$500,000.00 each employee. The Worker's Compensation Insurance and Employer's Liability Insurance to be maintained by Tenant may provide for a deductible or self-insured retention as is customarily provided for on insurance maintained by Tenant. Tenant has documentation that indicates that it is exempt from Workers Comp liability insurance and has attached said documentation to this Lease document.

10.4 Business Automobile Liability Insurance. Tenant agrees, at its sole cost and expense, throughout the Term of this Lease and any renewals and extensions hereof, to maintain business automobile liability insurance on a standard form (approved by the Oklahoma Department of Insurance), written to cover all owned, hired or non-owned automobiles, subject to minimum limits of \$1,000,000.00 Combined Single Limit Each Accident.

10.5 Professional Liability Insurance. Tenant agrees, at its sole cost and expense, throughout the Term of this Lease and any renewals and extensions hereof, to maintain Professional Liability Insurance with policy limits of not less than \$1,000,000.00 per occurrence and not less than \$3,000,000.00 annual aggregate.

10.6 Nature of Insurance Policies. All insurance provided for in Article 10 shall be affected under valid and enforceable policies issued by insurers of recognized responsibility duly authorized to do business in the State of Oklahoma with a minimum financial rating of A-VII by A.M. Best. Upon the execution of this Lease and in any event no later than prior to the beginning of the Lease Term, Landlord and Tenant shall deliver to the other party certificates duly issued by the respective insurers evidencing that all insurance required to be maintained by such party hereunder is in full force and effect and all premiums therefor have been fully and timely paid. Policies shall contain an endorsement that the insurer will endeavor to provide prior written notice of at least thirty (30) days' notice of cancellation. Prior to the expiration of any such insurance policy, certificates evidencing the renewal thereof shall be delivered to each party reflecting thereon that all premiums therefor have been fully and timely paid.

10.7 Conditions of Policies. The general liability insurance required to be maintained by Tenant hereunder shall designate Landlord as an additional insured as their respective interests may appear and may be carried under blanket policies maintained by Tenant if such policies comply with the provisions of this Article 10. The fire and extended coverage policy to be maintained by Landlord hereunder may provide for such deductible as is customarily provided for in insurance maintained by Landlord with respect to similar properties owned or leased by it, and such policy shall provide for a reserved amount thereunder with respect to the Leased Premises so as to assure that the amount of such insurance required hereunder will be available notwithstanding any losses with respect to other property covered by such blanket policy or policies. Insofar as said fire and extended coverage insurance policy is concerned, the same shall (i) contain a standard mortgagee endorsement in favor of the holder or holders of any mortgage lien or security interest in or against the Leased Premises with loss payable to such holder or holders for application as provided in Article 11 below, and (ii) provide for the benefit of Landlord, Tenant and such holder or holders, that the insurer shall endeavor to provide prior written notice of cancellation, termination, or lapse of coverage shall be given, and (iii) shall not contain any provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Leased Premises against the hazards or risks involved, whether collectible or not. All such policies of insurance shall provide that any loss shall be payable as therein provided notwithstanding any act or negligence of Landlord or any occupant of the Leased Premises which might otherwise result in a forfeiture of said insurance.

10.8 Adjustment of Losses. The loss, if any under any fire and extended coverage policy or policies provided for in this subparagraph (a) shall be adjusted with the insurance company or companies by the Landlord and Tenant and the loss as so adjusted shall be paid to Landlord and deposited and held by Landlord in a special trust account for use as provided by the terms of Article 11 below.

10.9 Indemnification of Landlord. Tenant hereby agrees to fully indemnify and defend Landlord and save Landlord harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney's fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises or arising, directly or indirectly, from the condition, occupancy or use by Tenant of the Leased

Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents or employees. This indemnification shall not apply to damages caused by the gross negligence or willful misconduct of Landlord or Landlord's agents, or employees.

Landlord shall indemnify Tenant and save Tenant harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney's fees and cost of investigation with respect to any claim, demand or action) in connection with Landlord's acts or omissions, or the acts or omissions of Landlord's employees, invitees, agents, or contractors, on or about the Premises.

10.9 Tenant's Insurance on Its Property. Tenant shall keep all its fixtures, merchandise, equipment and other personal property insured against loss or damage by fire with the usual extended coverage endorsements (including sprinkler leakage coverage) and business interruption insurance. Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including loss by fire, theft, or otherwise, except to the extent occasioned by the negligence or willful misconduct of Landlord or Landlord's agents.

10.11 Waiver of Subrogation. All policies carried pursuant to the terms of this Lease shall contain a waiver of subrogation clause so long as permitted pursuant to the terms of such policy at no additional expense to the insured party.

## ARTICLE 11.

### Damage or Destruction of Building and Related Improvements

11.1 Repair or Replacement of Building and Related Improvements. In the event that the Building or any related improvements presently forming a part of the Leased Premises shall be damaged or destroyed, regardless of the cause therefore, Tenant covenants and agrees that it will promptly restore, replace, repair, rebuild or alter the same as nearly as possible to the condition the same was in immediately prior to such damage or destruction. Such restoration, repairs, replacements, rebuilding or alterations, shall be commenced promptly and continuously prosecuted with reasonable diligence to completion subject only to delays occasioned by causes beyond the reasonable control of Tenant or its contractors. In connection with any such restoration, repairs, replacements, rebuilding or alterations, Tenant agrees:

- (a) That if the cost of such repairs, replacement, rebuilding or restoration exceeds the sum of One Hundred Thousand Dollars (\$100,000.00), the same shall be conducted under the supervision of a licensed architect or engineer selected by Landlord; and
- (b) No such work shall be undertaken until Tenant shall have procured all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction relating thereto or to any phase thereof; and
- (c) All such work shall be performed promptly and in a good and workmanlike manner utilizing first class workmen, equipment and materials and in

compliance with all building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all governmental agencies, departments or offices thereof and in accordance with the orders, rules and regulations of the Board of Fire Underwriters or such other body exercising similar functions and upon completion, Landlord, upon written request from Tenant, shall furnish Tenant with a copy of all approvals or letters of compliance from the appropriate governmental authorities having jurisdiction over the work including any requisite certificate of occupancy; and

- (d) If any materialmen or mechanic's or other liens are filed against the Leased Premises by reason of any such work set forth above, such lien shall be discharged of record by Landlord within thirty (30) days after the filing thereof by payment or bonding as required by law.

11.2 Use of Insurance Proceeds. Unless otherwise provided by the terms of any existing mortgage of Leased Premises, all insurance money recovered by Landlord/Tenant or its mortgagee on account of such damage or destruction, less the cost, if any, of recovery of any such money by suit or otherwise, shall be held in a special "Joint" trust account by the Landlord/Tenant and used by Landlord/Tenant from time to time during the progress of the restoration, repair or replacement work, with written authorization from both parties.

11.3 Time of Damage or Destruction. Notwithstanding the foregoing provisions of this Article 11, if within one (1) year prior to the expiration of the Primary Term of this Lease or during any extension or renewal hereof, the Building shall be destroyed or damaged by fire or other casualty so as to render at least fifty percent (50%) of the floor area of the Building untenable, and provided that at the time of such destruction or damage Tenant shall not be in default hereunder beyond any applicable notice and/or cure periods, Tenant shall have the option of (1) causing Landlord to restore, repair, replace, rebuild or alter the Building and related improvements as aforesaid, provided, Tenant advises Landlord in writing of its intent to exercise its option to renew the Lease, or (2) of terminating this Lease, PROVIDED, Tenant shall, within ninety (90) days after such destruction or damage, give Landlord notice as of the date, to be specified in said notice, which date shall not be less than ten (10) days from the date of said notice, that Tenant elects to terminate this Lease. In the event of such termination, Landlord shall not be required to restore, repair, replace, rebuild or alter the Building and related improvements or to pay the cost thereof. If Tenant does not elect to cause Landlord to restore the Building and related improvements but instead to terminate this Lease, the Tenant will nevertheless be obligated upon such termination to assist the Landlord in recovery of the proceeds of Landlord's insurance covering the Building and improvements. Tenant's right to terminate this Lease as in this paragraph provided shall be subject to the condition that Tenant pay all Rents and all of the financial obligations payable by Tenant hereunder up to the date specified in the notice of termination given by Tenant to Landlord, such payment to be made simultaneous with the giving of such notice of termination.

11.4 Release of Tenant's Obligations. Except as hereinabove specifically provided, it is expressly understood and agreed that no loss or destruction of or damage to the Leased Premises from whatsoever cause shall operate to terminate this Lease or to relieve or discharge Tenant from its liability to pay all Rents and financial obligations payable under the terms of this Lease or to relieve Tenant from any of its other obligations hereunder and Tenant waives any right now or hereafter conferred upon it, whether by statute or otherwise, to surrender this Lease or possession of the Leased Premises or any part thereof or to obtain any suspension, diminution,

abandonment or reduction of Rent on account of any such loss, damage or destruction to the Leased Premises or any property of Tenant, except to the extent Landlord shall have received insurance proceeds for such Rent or as expressly provided in this Lease.

## ARTICLE 12.

### Eminent Domain

12.1 Substantial Taking. If the whole or any substantial part of the Leased Premises shall be taken for any public or quasi-public use under any governmental Law, ordinance or regulation or by right of eminent domain or should be sold by Landlord to any condemning authority under threat of condemnation, or if reasonable access to the Leased Premises is denied by reason of such taking or sale, this Lease shall terminate effective when the physical taking of the Leased Premises shall occur and the Rent, and any other payments to be made by Tenant to Landlord pursuant to the terms hereof, shall be paid only to the date of such termination and adjusted to that date. If only a portion of the Leased Premises shall be taken in condemnation or sold to a condemning authority by Landlord under threat of condemnation, but such taking or sale prevents the practical use of the remaining portion thereof for the permitted purposes, then this Lease shall terminate upon ten (10) days written notice of termination given by Tenant to Landlord, such notice to be given not less than thirty (30) days following the date of possession of that portion of the Leased Premises so taken or sold is required by the condemning authority.

12.2 Partial Taking. If a taking of only a portion of the Leased Premises or the sale under threat of eminent domain of only a portion thereof does not prevent the practical use of the remaining portion of the Leased Premises by Tenant for the permitted purposes, then this Lease shall continue in full force and effect and the Rent shall be adjusted equitably as to the taking of any portion of the Building forming a part of the Leased Premises. The taking of all or any part of the Leased Premises under the power of eminent domain or the sale of all or any part thereof under the threat of eminent domain proceedings shall not be construed as a breach by Landlord of any warranty or of any covenant of quiet enjoyment, expressed or implied, or other covenant of Landlord contained herein.

In the event of a partial taking or sale of a portion of the Leased Premises under threat of eminent domain that does not result in the termination of this Lease pursuant to the terms hereof, it is agreed that the proceeds of any award for such partial taking or sale proceeds shall be made available by Landlord to Tenant to that extent reasonably necessary to restore the remainder of the Leased Premises to a reasonable operating condition for the permitted purposes. Such funds shall be made available for restoration by Landlord to Tenant under similar conditions as are imposed by the terms of Article 11 above.

12.3 Disposition of Award or Sale Proceeds. If the Leased Premises or any part thereof is taken under any governmental law, ordinance or regulation or by exercise of the right of eminent domain or is sold by Landlord under threat of eminent domain proceedings, the entire award or the entire sales proceeds or damages to the Leased Premises, including the Buildings and leasehold improvements forming a part of the Leased Premises, shall be the sole property of Landlord, and Tenant does by these presents hereby assign unto Landlord all of Tenant's right, title and interest in any joint award pursuant to any such eminent domain proceedings or sales proceeds paid pursuant to threat of eminent domain proceedings, and Tenant authorizes and empowers Landlord in Tenant's name to receipt and give credit therefor and to make, execute and deliver in Tenant's name any

release or other instruments that may be required to recover any such award or sale proceeds. Provided, any damages awarded as compensation for loss of business by Tenant and cost of removal or relocation of Tenant's business shall belong to it.

## ARTICLE 13.

### Subordination: Non Disturbance

13.1 Subordination to Mortgage: Non-disturbance of Tenant. Landlord hereby reserves the irrevocable and unconditional right and authority to subject and subordinate this Lease and all rights and interests herein at all times to the lien of any mortgage or mortgages or any renewals, modifications, amendments, consolidations, replacements and extensions thereof at any time and from time to time hereafter placed by Landlord upon the Leased Premises or any part thereof. Tenant agrees to execute and deliver any other or further instrument which may be reasonably required by Landlord or any mortgagee of Landlord in confirmation of such subordination promptly upon Landlord's request. Provided, Landlord will arrange with the holder of any such mortgage for a written agreement, that if, by foreclosure or otherwise, such holder or any successor in interest shall become the owner of the Leased Premises, it will not disturb the possession, use or enjoyment of the Leased Premises by Tenant or disaffirm this Lease or Tenant's rights or estate hereunder so long as Tenant is not in default in any material respect in its covenants, agreements and obligations contained in this Lease beyond any applicable notice and/or cure periods, and so long as all of the covenants, agreements and obligations of Tenant herein are timely and fully performed strictly in accordance with the terms and conditions of this Lease.

13.2 Attornment by Tenant. Tenant shall attorn to any subsequent owner/purchaser of the Premises, by sale, foreclosure, power of sale under a mortgage, or otherwise, and recognize the subsequent owner/purchaser as Tenant's Landlord under this Lease, subject to the written non-disturbance agreement referenced in Section 13.1.

## ARTICLE 14.

### Estoppel Certificate

14.1 Execution and Delivery of Estoppel Certificate. Tenant agrees that, throughout the Primary Term of this Lease or any extensions or renewals hereof, within fifteen (15) days of request by Landlord or a mortgagee of Landlord or a prospective purchaser of the Leased Premises, it will sign and deliver a certificate stating in substance (if such be the case):

- (a) The Lease is in full force and effect and has not been modified, changed, altered or amended in any respect (unless there is such a modification, in which event a copy thereof shall be furnished by Tenant or the certificate shall so state), copies of the Lease and any modifications have been provided to Tenant;
- (b) Tenant has accepted possession and now conducts business in the Premises;
- (c) All conditions of the Lease to be performed by Landlord prerequisite to the full effectiveness of the Lease have been satisfied;
- (d) That Tenant has no defenses or offsets to full and timely performance of its

covenants, agreements and obligations under this Lease as of the date of such certificate;

(e) That Tenant has no knowledge of any default by Tenant or Landlord in the terms of this Lease (unless such a default exists in which case the same shall be detailed in such certificate); and

(f) Such other and further reasonable information as Landlord or a mortgagee of Landlord or a prospective purchaser of the Leased Premises may specifically request of Tenant.

It is specifically understood and agreed by Tenant that after delivery of such certificate by it, Tenant will be estopped from asserting any claim or defense known to Tenant prior to the date of any such certificate contrary to the terms hereof, as against the person or legal entity to whom such certificate is addressed.

## ARTICLE 15.

### Landlord and Landlord's Mortgagee's Right to Perform Tenant's Covenants

15.1 Right to Perform Tenant's Covenants. Tenant agrees that if it shall at any time fail to pay any Imposition, or to take out, pay for, maintain or deliver any of the insurance policies required by the terms hereof, or to cause any lien to be discharged as herein provided, or shall fail within the time allowed after notice of any default has been given to make any other payment or perform any other act on the part of Tenant agreed by it herein to be made or performed, then Landlord or any mortgagee of Landlord may, but shall not be obligated to do so, and without further notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of Tenant in this Lease contained and without waiver of any other remedy or right granted Landlord by the terms of this Lease:

- (a) Take out, pay for, maintain or deliver any of the insurance policies provided for herein; or
- (b) Discharge any lien of any character permitted to be filed against the Leased Premises by Tenant and not discharged by it as herein provided; or
- (c) Make any other payment or perform or oppose to be performed any other act on Tenant's part to be made or performed as in this Lease provided,

All sums so paid by Landlord or Landlord's mortgagee and all costs and expenses incurred by Landlord or Landlord's mortgagee in performing or causing to be performed acts on Tenant's part to be made or performed hereunder, together with all necessary incidental costs and expenses in connection with the payment of any such sum or performance of any such act by Landlord or its mortgagee, including reasonable attorney's fees, together with interest on all such sums at the rate of eighteen percent (18%) per annum from the date of making such expenditure by Landlord or its mortgagee, at the option of Landlord or its mortgagee, shall be payable by Tenant to Landlord or to Landlord's mortgagee, whichever is applicable, as Additional Rent hereunder and shall be due and payable on demand, and Tenant agrees to pay any such sum or sums with interest as aforesaid.

Landlord shall have, in addition to any other right or remedy of Landlord granted by law, the same rights and remedies in the event of nonpayment of any such Additional Rent by Tenant as in the case of default by Tenant in the payment of Base Rent payable under the terms hereof. Neither Landlord nor Landlord's mortgagee shall be required to inquire into the correctness of the amount or validity of any Imposition or lien which may be paid by Landlord or its mortgagee hereunder and shall have full authority in Landlord's or its mortgagee's sole judgment and discretion to settle or compromise any of the same.

## **ARTICLE 16.**

### **Default of Tenant**

16.1 **Events of Default.** The following events shall be deemed to be Events of Default by Tenant under this Lease:

- (a) Tenant shall fail to pay when due any Rents or installments thereof or other financial obligations payable by Tenant hereunder and such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant.
- (b) Tenant shall fail to comply with any term, provision or covenant of this Lease other than the payment of rent or other financial obligations and shall not commence to correct such failure within thirty (30) days after written notice thereof to Tenant, or, having so commenced to correct such failure neglects and fails to prosecute such correction continuously with due diligence to completion.
- (c) Tenant shall apply for, or consent in writing to the appointment of a receiver, trustee or liquidator of Tenant or of all or substantially all of its assets.
- (d) Tenant shall file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they become due.
- (e) Tenant shall make a general assignment for the benefit of its creditors.
- (f) Tenant shall file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law.
- (g) Tenant shall file an answer admitting the material allegations of a petition filed against Tenant in any bankruptcy, reorganization or insolvency proceedings.
- (h) If a levy under execution or attachment shall be made against Tenant or any of its property and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of thirty (30) days after such levy.
- (i) If an Order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor adjudicating Tenant a bankrupt or insolvent, or approving a petition seeking reorganization of Tenant or appointing a receiver, trustee or liquidator of Tenant, or of all or substantially

all of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days.

16.2 Remedies of Landlord. Upon the occurrence of any of the aforesaid Events of Default, Landlord shall have the option to pursue any one or more of the following remedies without any further demand or notice whatsoever:

- (a) Terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord and if Tenant fails so to do Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in Rent, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the premises on satisfactory terms or otherwise. Said damages shall include, without limitation, any costs of remodeling or redecorating of the Building forming a part of the Leased Premises, loss of Rents, attorney's fees and expenses and, in general, all losses and damages of every nature which Landlord may suffer by reason of such termination.
- (b) Without terminating this Lease, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof and relet the Leased Premises and receive the Rent therefor; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting together with all costs and expenses incurred by Landlord in real estate commissions, remodeling or renovation of the Leased Premises or otherwise.
- (c) Without terminating this Lease, enter upon the Leased Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord immediately on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, together with interest thereon as in this Lease above provided and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord, or Landlord's agents, servants or employees, or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rents due to Landlord hereunder or of any of the damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord shall take reasonable steps to mitigate Landlord's damages. Failure or delay by Landlord to enforce one or more of the remedies herein provided or provided by law upon an event of default shall not be deemed or construed to constitute a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder or be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained.

The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach of any provision of this Lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by Landlord of Rent with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation by Tenant of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any of such covenants, conditions or provisions, and in any such equitable proceeding, Tenant hereby waives the defense that Landlord has a speedy or adequate remedy at law.

If on account of any breach or default by Tenant in its obligations under the terms and conditions of this Lease, it shall be reasonably necessary or prudent for Landlord to employ an attorney to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorney's fees incurred by Landlord in such connection. Likewise, Tenant agrees to pay all costs, charges and expenses which may be incurred by Landlord in the enforcement of the Tenant's obligations hereunder or in pursuit of any remedies granted Landlord herein or by law.

## ARTICLE 17.

### Default of Landlord

17.1 Default(s) of Landlord. If Landlord shall fail to perform any term or provision under this Lease required to be performed by Landlord, Landlord shall not be deemed to be in default hereunder nor subject to any claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant; provided, if the nature of Landlord's failure is such that more than thirty (30) days are reasonably required in order to cure, Landlord shall not be in default if Landlord commences to cure such failure within such thirty (30) day period, and thereafter diligently and continuously pursues such cure or correction to completion. The aforementioned periods of time permitted for Landlord to cure shall be extended for any period of time during which Landlord is delayed in, or prevented from, curing due to fire or other casualty, strikes, lock-outs or other labor trouble, shortages of equipment or materials, governmental requirements, power shortages or outages, acts or omissions by Tenant or other Persons, and other causes beyond Landlord's reasonable control.

Tenant agrees to look solely to Landlord's interest in the Leased Premises (including any revenue, sales, insurance or condemnation proceeds related thereto) for the recovery of any monetary judgment against Landlord. Neither Landlord nor any member, owner, officer or director of Landlord, shall ever be personally liable to Tenant for the payment of any monetary judgment of Tenant or any costs or attorney's fees thereon. This provision does not limit any right that Tenant might otherwise have to obtain injunctive or other relief so long as such relief would not require Landlord to respond in monetary damages from assets other than the Landlord's interest in the Leased Premises. In no event shall Landlord or any member, owner, officer or director of Landlord be liable to Tenant for any indirect, special or consequential damages.

**ARTICLE 18.**

**Miscellaneous Provisions**

18.1 **Holding Over.** If Tenant remains in possession of the Leased Premises or any portion thereof after the expiration of this Lease and without the execution of a new lease agreement, it shall be deemed to be occupying the Leased Premises as a Tenant from month to month but subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy, save and except that, during such holdover period, monthly Base Rent installments shall be in that amount equal to one hundred fifty percent (150%) of the Base Monthly Rent installment payable for the last calendar month of the Primary Term hereof or the last Renewal Term hereof, whichever is applicable, and save and except that Tenant shall not be entitled to any renewal rights which may be contained in this Lease or any amendment thereto. The foregoing provision shall not serve as permission for Tenant to hold-over nor serve to extend this Lease.

18.2 **Notices and Communications.** All notices or other communications which may be given or which are required to be given hereunder by either party to the other and any exercise of a right granted herein shall be deemed duly given, served or exercised when reduced to writing, dated and either: (i) personally delivered to the intended recipient(s) at the addresses specified below; (ii) sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient at the address specified below; or (iii) deposited into the custody of a nationally recognized overnight delivery service addressed to the intended recipient at the address specified below. Notices shall be deemed effective on the date of delivery or receipt, or, if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the date the notice or other communication is mailed. For purposes of this subparagraph 18.2, the addresses of the parties for all notices or other communications hereunder are as follows (unless changed by similar notice in writing given by the particular party whose address is to be changed):

If to Landlord:

Attn: Chairperson Tulsa County Board of County Commissioners  
500 S. Denver  
Tulsa, Oklahoma 74107

If to Tenant:

Address: Tulsa Little League Baseball, Inc.,  
2720 North Hemlock Court, Suite B  
Broken Arrow, OK 74012

18.3 **Applicable Law.** This Lease shall be governed by and enforced and construed under the laws of the State of Oklahoma. Venue for all actions shall be in Tulsa County, Oklahoma. For the purposes of construction and enforcement of the provisions hereof, this Lease shall be conclusively deemed to have been prepared jointly by the parties hereto and not by any one party to the exclusion of the other party hereto.

18.4 Recording—Memorandum of Lease. This Lease shall not be recorded but, at the request of Landlord, Tenant shall execute, acknowledge before a notary public, and deliver a memorandum of lease that may be recorded.

18.5 Insufficient Payment or Delay in Payment of Rents or Other Financial Obligations. No payment by Tenant or receipt by Landlord of a lesser amount than the Rents or other financial obligations herein agreed to be paid by Tenant shall be deemed to be other than on account of the earliest Rent or related financial obligation due hereunder. No endorsement or statement on any check or any communication accompanying any check or payment by Tenant to Landlord shall be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other financial obligation or pursue any other remedy in this Lease or by law provided.

18.6 Quiet Enjoyment. Upon payment by Tenant of all Rents payable hereunder and observance and performance of all its covenants and agreements herein contained, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term herein demised without hindrance or interruption by Landlord or any person or entity claiming by, through or under Landlord subject, nevertheless, to the terms and conditions of this Lease.

18.7 Time of the Essence. It is mutually agreed that time is of the essence in the performance by Tenant of each and every term, covenant and condition of this Lease.

18.8 Entirety. This Lease constitutes the entire understanding and agreement by and between the parties hereto relative to the subject matters herein set forth. There are no terms, obligations, covenants, statements, representations, warranties or conditions relating to the subject matters hereof other than those specifically contained herein. This Lease supersedes all prior oral or written negotiations, agreements and covenants relative to the subject matters herein contained.

18.9 Amendment and Waiver. No amendment or modification hereof will be deemed valid unless first reduced to writing and dated and signed by the parties hereto. No waiver of any of the provisions of this Lease shall be valid unless such waiver is in writing duly executed and dated by the party or parties sought to be charged therewith.

18.10 Duplicate Originals. Any fully executed copy of this Lease shall be deemed for all purposes as a duplicate original.

18.11 Captions. The captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the scope or content of any of its provisions.

18.12 Partial Invalidity. If any provisions of this Lease or the application thereof to any party or circumstance shall be determined by final decree of any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Lease or the application of such provision to such person or circumstance, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law unless such provision or the application of such provision is essential to the preservation of a material right or consideration of any party to this

Lease.

18.13 Binding Effect. This Lease shall be binding upon and inure to the benefit of each of the parties hereto, their respective successors and assigns except as otherwise herein expressly provided or limited.

18.14 Approval or Consent. Except as provided otherwise in this Lease, in any event in which Landlord or Tenant is required to provide consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

18.15 Representations and Warranties.

Landlord represents and warrants that:

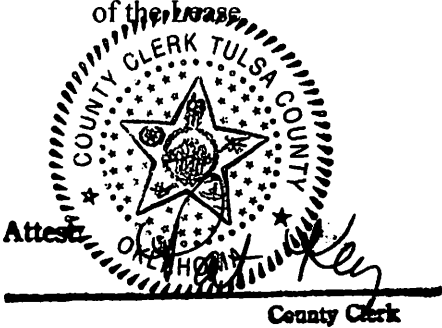
- a. Landlord holds fee simple title to the Leased Premises;
- b. Landlord has the authority to enter into this Lease and the party signing this Lease on behalf of Landlord has the power and authority to sign this Lease on behalf of Landlord. No consent of any third party is required in order for Landlord to enter into this Lease and perform Landlord's obligations hereunder;
- c. Neither the execution nor delivery of this Lease by Landlord nor the performance by it pursuant to this Lease of its obligations herein will result in a violation or breach of any terms or provisions or constitute a default under any agreement to which Landlord is a party;
- d. There are no zoning ordinances or building or use restrictions affecting the Leased Premises that would interfere with the use of the Leased Premises by the purposes permitted by this Lease;
- e. There are no underlying or superior leases with respect to the Leased Premises;

Tenant represents and warrants that:

- a. Tenant has the authority to enter into this Lease and the party signing this Lease on behalf of Tenant has the power and authority to sign this Lease on behalf of Tenant. No consent of any third party is required in order for Tenant to enter into this Lease and perform Tenant's obligations hereunder;
- b. Neither the execution nor delivery of this Lease by Tenant nor the performance by in pursuant to this Lease of its obligations herein will result in a violation or breach of any terms or provisions or constitute a default under any agreement to which Tenant is a party;
- c. There are no actions or proceedings pending or to Tenant's knowledge, threatened against Tenant which may in any manner whatsoever affect the validity or enforceability of this Lease.

[Signatures on Following Page]

As of the 5 day of MARCH, Landlord and Tenant have signed below to reflect their agreement to this Lease Agreement, and have initialed the first page of the Standard Lease Provisions, Exhibits, and Addendum to identify their inclusion in the Lease, which is hereby made a part of the lease.



Landlord

[Signature]  
By: Chairperson  
Tulsa County Board of County Commissioners

TENANT:

Tulsa Little League Baseball, Inc.

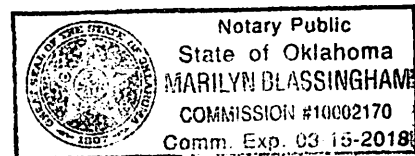
[Signature]  
By: Stephen M. Skocik  
President Tulsa Little League Baseball, Inc.

STATE OF OKLAHOMA

COUNTY OF Tulsa

Signed or attested before me on MARCH 5, 2015 (date) by  
STEPHEN M. SKOCIK (name(s) of person(s)).

NOTARY PUBLIC Marilyn Blassingham  
Title (and Rank): \_\_\_\_\_  
Print Name: MARILYN BLASSINGHAM  
My Commission Expires: 3-15-18



[Signature]  
APPROVED AS TO FORM  
ASSISTANT DISTRICT ATTORNEY

LITTLE LEAGUE PARK LEASE  
LaFORTUNE PARK

A strip, piece or parcel of land located in the Southwest Quarter (SW/4) of Section 34, Township 19 North, Range 13 East, Tulsa County, Oklahoma, more particularly described as:

Beginning at the Southwest Corner of said SW/4, thence northerly along the West line of said SW/4 a distance of 1155.00 feet, thence easterly parallel with the South Line of said SW/4 a distance of 275.00 feet, thence northerly parallel with said West Line a distance of 76.00 feet, thence Easterly parallel with said South line a distance of 428.00 feet, thence southerly parallel with said West Line a distance of 425.00 feet, thence westerly parallel with said South Line a distance of 155.00 feet, thence southerly parallel with said West line a distance of 806.00 feet to a point on the South Line of said SW/4, thence westerly along said South Line a distance of 548.00 feet to the Point of Beginning, less the West 60.00 feet and the South 60.00 feet, thereof.



Leased Premises

EXHIBIT A



Chicago  
Replica

New York  
Replica

Boston  
Replica

St. Louis  
Replica

San Francisco  
Replica

Philadelphia  
Replica



# Master Plan

Tulsa Little League Baseball





# CERTIFICATE OF LIABILITY INSURANCE

DATE **3/05/15**

**Keystone Risk Managers, LLC**  
**1995 Point Township Drive**  
**Northumberland, PA 17867**

CERTIFICATE # **1360112-1**

**9 36 01**

ADDITIONAL NAMED INSURED:

**TULSA NATIONAL LL**  
**STEPHEN SKOCIK**  
**5408 E 110TH ST**

**TULSA**

**OK 74137**

**INSURERS AFFORDING COVERAGE:**

INSURER A: **LEXINGTON INSURANCE COMPANY**

INSURER B: **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**  
 (Non-Liability)

INSURER C: **AIG SPECIALTY INSURANCE COMPANY**

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY	LIMITS		
A	X	GENERAL LIABILITY	011225810	1/01/2015	1/01/2016	EACH OCCURRENCE	\$3,000,000	
		X OCCURRENCE				GENERAL AGGREGATE	\$3,000,000	
		X INCL. PARTICIPANTS				PROPERTY DAMAGE DEDUCTIBLE: \$250	PRODUCTS/COMP OPS AGGREGATE	\$3,000,000
		X SEXUAL ABUSE					SEXUAL ABUSE OCCURRENCE	\$3,000,000
							SEXUAL ABUSE AGGREGATE	\$3,000,000
		MEDICAL PAYMENTS				ANY ONE PERSON		
A	X	DIRECTORS & OFFICERS	17602157	1/01/2015	1/01/2016	EACH LOSS	\$1,000,000	
						AGGREGATE	\$1,000,000	
A	X	CRIME COVERAGE	011408714	1/01/2015	1/01/2016	EACH LOSS	\$35,000	
			Crime Deductible: \$250 Property/\$1,000 Money				AGGREGATE	NONE
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	1/01/2015	1/01/2016	As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess	

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

### ADDITIONAL INSURED

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

- Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and
- That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

- TULSA BOARD OF COUNTY COMMISSIONERS
- CITY OF TULSA
- JENKS PUBLIC SCHOOLS

### INSURED

**Little League Baseball Risk Purchasing Group, Inc.**  
**539 U.S. RT. 15 HIGHWAY**  
**South Williamsport, PA 17702**

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS WRITTEN NOTICE TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LAST KNOWN ADDRESS TO US.

*[Signature]*  
 AUTHORIZED REPRESENTATIVE

Troy L. Wilson  
*Chairman*

Robert H. Gilliland  
*Commissioner*



Denise Engle  
*Commissioner*

Dr. Rick Farmer  
*Executive Director*

STATE OF OKLAHOMA

**WORKERS' COMPENSATION COMMISSION**

1915 N. STILES  
OKLAHOMA CITY, OKLAHOMA 73105-4918  
(405) 522-3222

85A O.S. 2:

The term "employee" shall not include:

(1) any person for whom an employer is liable under any Act of Congress for providing compensation to employees for injuries, disease or death arising out of and in the course of employment including, but not limited to, the Federal Employees' Compensation Act, the Federal Employers' Liability Act, the Longshore and Harbor Workers' Compensation Act and the Jones Act, to the extent his or her employees are subject to such acts,

(2) any person who is employed in agriculture or horticulture by an employer who had a gross annual payroll in the preceding calendar year of less than One Hundred Thousand Dollars (\$100,000.00) wages for agricultural or horticultural workers, or any person who is employed in agriculture or horticulture who is not engaged in operation of motorized machines,

(3) any person who is a licensed real estate sales associate or broker, paid on a commission basis,

(4) any person who is providing services in a medical care or social services program, or who is a participant in a work or training program, administered by the Department of Human Services, unless the Department is required by federal law or regulations to provide workers' compensation for such person. This division shall not be construed to include nursing homes,

(5) any person employed by an employer with five or fewer total employees, all of whom are related by blood or marriage to the employer, if the employer is a natural person or a general or limited partnership, or an incorporator of a corporation if the corporation is the employer,

(6) any person employed by an employer which is a youth sports league which qualifies for exemption from federal income taxation pursuant to federal law,

(7) sole proprietors, members of a partnership, individuals who are party to a franchise agreement as set out by the Federal Trade Commission franchise disclosure rule, 16 CFR 436.1 through 436.11, members of a limited liability company who own at least ten percent (10%) of the capital of the limited liability company or any stockholder-employees of a corporation who own ten percent (10%) or more stock in the corporation, unless they elect to be covered by a policy of insurance covering benefits under the Administrative Workers' Compensation Act,

(8) any person providing or performing voluntary service who receives no wages for the services other than meals, drug or alcohol rehabilitative therapy, transportation, lodging or reimbursement for incidental expenses except for volunteers specifically provided for in subparagraph a of this paragraph,

(9) a person, commonly referred to as an owner-operator, who owns or leases a truck-tractor or truck for hire, if the owner-operator actually operates the truck-tractor or truck and if the person contracting with the owner-operator is not the lessor of the truck-tractor or truck. Provided, however, an owner-operator shall not be precluded from workers' compensation coverage under the Administrative Workers' Compensation Act if the owner-operator elects to participate as a sole proprietor,

(10) a person referred to as a drive-away owner-operator who privately owns and utilizes a tow vehicle in drive-away operations and operates independently for hire, if the drive-away owner-operator actually utilizes the tow vehicle and if the person contracting with the drive-away owner-operator is not the lessor of the tow vehicle. Provided, however, a drive-away owner-operator shall not be precluded from workers' compensation coverage under the Administrative Workers' Compensation Act if the drive-away owner-operator elects to participate as a sole proprietor, and

(11) any person who is employed as a domestic servant or as a casual worker in and about a private home or household, which private home or household had a gross annual payroll in the preceding calendar year of less than Fifty Thousand Dollars (\$50,000.00) for such workers;

