

SERVICE FACILITIES OPERATION AND MAINTENANCE AGREEMENT

THIS SERVICE FACILITIES OPERATION AND MAINTENANCE AGREEMENT ("Agreement") is made effective as of October 1~~st~~, 2009, by and among OKLAHOMA TOWER REALTY INVESTORS, LLC, an Oklahoma limited liability company ("Oklahoma Tower"); CORPORATE TOWER, LLC, an Oklahoma limited liability company ("Corporate Tower"); DEVON WORLD HEADQUARTERS, L.L.C., an Oklahoma limited liability company ("Redeveloper"); and THE CITY OF OKLAHOMA CITY, an Oklahoma municipal corporation (the "City"), with reference to the following:

A. In a Service Facilities Easement Agreement dated October 1, 2009 (the "Easement Agreement"), Oklahoma Tower, Corporate Tower, Redeveloper, and the City (collectively, "Grantees") were granted certain perpetual, non-exclusive easements, for the benefit of the Library Tract, the Oklahoma Tower Tract, the Corporate Tower Tract, and the Redevelopment Site (as more particularly described and defined in the Easement Agreement; collectively, the "Benefited Tracts"), to use a structure having certain drives, ramp and truck dock areas for motor vehicles, including vehicular and supporting pedestrian accessways, which are described and depicted in Exhibits A-1 and A-2 to the Easement Agreement (the "Service Facilities"). A copy of the Easement Agreement is attached as Exhibit A to this Agreement. Capitalized terms that are not defined in this Agreement shall have the meanings attributed to them in the Easement Agreement.

B. Pursuant to the terms of the Easement Agreement, Grantees are responsible for the operation and maintenance of the Service Facilities at Grantees' expense.

C. In the Easement Agreement, and subject to the terms of the Easement Agreement, Grantees agreed to enter into an operation and maintenance agreement pursuant to which one Grantee would be designated as the operator and would assume primary responsibility for operation and maintenance of the Service Facilities, and each other Grantee would agree to reimburse the operator for such Grantee's share of costs incurred for operation and maintenance of the Service Facilities (including capital expenditures and premiums for insurance coverage required by Section 11 of Easement Agreement), in accordance with the cost-sharing formula in Section 8.5 of the Easement Agreement.

D. The owner of the Oklahoma Tower Tract has operated the Service Facilities since July 1981. Grantees desire for Oklahoma Tower, the current owner of the Oklahoma Tower Tract, to continue operating and maintaining the Service Facilities pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the adequacy and receipt of which are hereby confirmed, the parties agree as follows:

1. Designation of Operator. Subject to the terms and conditions of this Agreement, Grantees hereby designate Oklahoma Tower as the operator of the Service Facilities ("Operator"). Operator is and shall be deemed to be an independent contractor and not an employee of the non-operating Grantees or the owners of other tracts utilizing the Service

Facilities as provided in this Agreement (collectively, the “Non-Operators”), and shall not hold itself out as such. The owners of all tracts utilizing the Service Facilities as provided in this Agreement, including Operator and the Non-Operators, are collectively referred to herein as “Owners.” This Agreement is not intended to create, and nothing herein contained shall be construed to create, an association, joint venture or other partnership of any kind or character. Nothing in this Agreement shall be construed to establish a fiduciary relationship between Operator and the Non-Operators.

2. Operator’s Duties; Standard of Conduct. In the discharge of its duties and obligations hereunder, Operator agrees to perform and conduct the same in good faith, exercising due diligence and utmost care in the best interests of the Non-Operators. Operator shall at all times fulfill and discharge its obligations hereunder in accordance with sound industry practices; but in no event shall it have any liability as Operator to the other parties for losses sustained or liabilities incurred as a result of ordinary negligence to the extent such losses are covered by insurance maintained as provided in this Agreement.

Upon written notice to the Non-Operators, which notice shall identify the contracting party’s relationship to the Operator and include a summary of the pertinent terms, Operator may enter into agreements with an Affiliate of Operator for the provision of services in connection with the operation, management, or maintenance of the Service Facilities provided that the terms of such agreements are competitive within the normal and customary marketplace for such services and are not less favorable to the Non-Operators than would be the case if such agreement involved third parties not affiliated with Operator. As used in this Agreement, “Affiliate” means (i) any individual, partnership (whether general or limited and whether domestic or foreign), limited liability company, corporation, trust, estate, association, custodian, nominee, or other entity directly or indirectly controlling, controlled by, or under common control with Operator, (ii) any officer, director, or general partner of Operator, or (iii) any individual or entity who is an officer, director, general partner, or trustee of any entity described in clauses (i) and (ii) of this sentence. For purposes of this definition, the term “controls,” “is controlled by,” or “is under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

Operator’s duties and responsibilities with respect to the operation and maintenance of the Service Facilities shall be as follows:

a. Utilities. Operator shall arrange for electrical service and such other utility services as are necessary to serve the Service Facilities.

b. Janitorial Services. Operator shall arrange for janitorial services to the extent reasonably required to maintain the ordinary cleanliness of the Service Facilities in a manner consistent with such standards of maintenance of truck dock facilities as generally prevail in the Central Business District of Oklahoma City, Oklahoma. Operator shall arrange for the removal of ice, snow, mud, sand, debris, and refuse from the Service Facilities and sweeping of the vehicular and pedestrian accessways providing ingress and egress to the extent reasonably necessary to keep the Service Facilities in a safe, clean, and orderly condition. Each Owner utilizing the Service Facilities for storage of trash and garbage shall be responsible for the costs

of obtaining and maintaining a trash dumpster or similar container, approved by Operator as to type and location, and shall arrange for the regular pick-up of such trash and garbage at such Owner's expense.

c. Security. Operator shall arrange for security services and security inspections of the Service Facilities by qualified security personnel. To ensure proper security to the Service Facilities, Operator shall have exclusive control of the control gate(s) providing ingress and egress into the Service Facilities, which exclusive control shall include, but not be limited to, the right of Operator to promulgate such rules, regulations and hours of operation of the control gate as Operator might deem reasonably necessary to ensure the security of the Service Facilities. The owner of the Library Tract, at its expense, shall be responsible for providing or arranging for security services for the Library Easement Area in the same manner and method that the City currently provides security for other City owned property and structures in the downtown Oklahoma City area. If the Library Tract is no longer owned by the City or another political subdivision of the State of Oklahoma, the owner of the Library Tract, at its expense, shall be responsible for providing or arranging for security services by qualified security personnel for the Library Easement Area.

d. Insurance. Operator shall be responsible for obtaining and maintaining the insurance policies that Grantees are required to maintain under Section 11 of the Easement Agreement.

e. Signage. Operator shall be responsible for placing, keeping in repair, and replacing any necessary or appropriate directional signs and markers in the Service Facilities.

f. Routine Maintenance and Repairs. Operator shall be responsible for providing all day-to-day maintenance of Service Facilities, including maintenance of light fixtures, bulb replacement, and routine cleaning and maintenance of any storm water drainage system located in the Service Facilities. Operator shall maintain the Service Facilities in good repair and condition and in conformity with applicable laws and regulations, and shall make or cause to be made such routine maintenance and repairs as Operator deems necessary for such purposes.

g. Capital Replacements: The parties recognize the necessity of replacing equipment and other items utilized in the operation of the Service Facilities due to age, wear, condition or obsolescence ("Capital Replacements"). Operator shall prepare estimates of the expenditures for such Capital Replacements as are necessary in the normal and ordinary course of operation of the Service Facilities, and shall submit such estimates to the Non-Operators for approval; provided, however, that prior approval of the Non-Operators shall not be required for Capital Replacements expenditures of less than \$10,000 in the aggregate annually. Such approval shall not be unreasonably withheld, conditioned, or delayed; provided that if a Non-Operator neither approves nor disapproves such estimates within thirty (30) days, such party shall be deemed to have approved the estimates, and provided further that if a Non-Operator disapproves such estimates, such disapproval will not be effective unless the reasons for disapproval are stated in writing. Operator shall be authorized to proceed with, and all Owners shall pay their proportionate share of, Capital Replacements approved by a majority of the Owners. If the owner of the Library Tract does not provide assurance that it will pay its

proportionate share of Capital Replacements expenditures for the Library Easement Area, the Operator may elect not to undertake such repairs or improvements. If the Operator elects to proceed with Capital Replacements in the Library Easement Area, and the owner of the Library Tract does not pay its proportionate share of such capital expenditures as provided in this Section, the Library Tract owner's share of such costs shall be allocated among the owners of the other tracts utilizing the Service Facilities, but without waiver of or prejudice to the right of the Operator to seek payment of such costs from the Library Tract Owner.

h. Alterations and Improvements. Prior to making any alterations or improvements to the Service Facilities, Operator shall submit plans and specifications for such alterations and improvements for approval by the Non-Operators (and for approval by the Renewal Authority, if so required by Section 9 of the Easement Agreement). Such approval shall not be unreasonably withheld, conditioned or delayed; provided that if a Non-Operator neither approves nor disapproves such plans and specifications within thirty (30) days, such Non-Operator shall be deemed to have approved the plans and specifications, and provided further that if a Non-Operator disapproves such plans and specifications, such disapproval will not be effective unless the reasons for disapproval are stated in writing. Operator shall be authorized to proceed with, and all Owners shall pay their proportionate share of, alterations or improvements approved by a majority of the Owners (and by the Oklahoma City Urban Renewal Authority or its successor in interest as owner of the Service Facilities (the "Renewal Authority"), to the extent such approval is required by Section 9 of the Easement Agreement). If the owner of the Library Tract does not provide assurance that it will pay its proportionate share of the costs of alterations or improvements to the Library Easement Area, the Operator may elect not to construct such alterations or improvements. If the Operator elects to proceed with alterations or improvements in the Library Easement Area, and the owner of the Library Tract does not pay its proportionate share of such costs as provided in this Section, the Library Tract owner's share of such costs shall be allocated among the owners of the other tracts utilizing the Service Facilities, but without waiver of or prejudice to the right of the Operator to seek payment of such costs from the Library Tract Owner. .

i. Emergency Repairs; Repairs Required by Law.

i) If a condition exists in, on or about the Service Facilities of an emergency nature that requires immediate action to preserve and protect the Service Facilities, to assure continued operation of the Service Facilities, or to protect persons utilizing the Service Facilities, Operator is authorized to take all steps and to make all expenditures necessary to repair and correct any such condition; provided, however, Operator shall not expend more than \$10,000 on any one occasion pursuant to this Section without prior approval of a majority of the Owners, unless Operator reasonably determines that the emergency condition constitutes an immediate threat to the life or safety of persons using the Service Facilities; and in any event, Operator shall advise the Non-Operators as promptly as possible of any expenditures made or to be made under this Section.

ii) If repairs to or additions, changes or corrections in the Service Facilities of any nature are required by reason of any laws, ordinances, rules or regulations now or hereafter in force, including compliance with the Americans With Disabilities Act (as amended from time to time), or by order of any governmental or municipal power, department,

agency, authority or officer, whether such repairs to or additions, changes or corrections are Capital Replacements or otherwise, such repairs, additions, changes or corrections shall be made by Operator and paid for by the Owners of tracts utilizing the Service Facilities in accordance with Section 5 of this Agreement. Prior to commencing such work, Operator shall give Non-Operators reasonable notice of the need for such repairs, additions, changes, or corrections and the estimated cost of such work. Upon completion, Operator shall provide copies of invoices showing the actual cost of such work.

3. Rules and Regulations for Use of Service Facilities. Operator and Non-Operators agree to comply with and cause all of their respective Permittees (as defined in the Easement Agreement) to comply with the rules and regulations set forth in Exhibit B to this Agreement and such additional rules and regulations as might be reasonably imposed by Operator from time to time to promote the health, safety, welfare and security of persons using the Service Facilities. Operator shall give each Non-Operator written notice of any amendments and supplements to such rules and regulations. Such rules and regulations shall be non-discriminatory and shall be uniformly enforced; provided, however, the reasonable assignment of hours of priority usage for reasons of reducing congestion in the Service Facilities will not be deemed to be discriminatory. As provided in Sections 3 and 6 of the Easement Agreement, the Owner of the Library Tract and its Permittees will have the right to use any parking spaces located within the Library Easement Area, unless the Operator reasonably determines that such use would impede access or otherwise interfere with the use of other portions of the Service Facilities and gives the Owner of the Library Tract written notice of such determination, provided such determination is preceded by reasonable opportunity (not to exceed ten (10) business days) for the Owner of the Library Tract to discuss and correct any situation that might be considered an impediment or interference with the use of other portions of the Services Facilities. The Operator will be responsible for leasing and regulating the use of parking spaces and certain areas where generators owned by tenants of Oklahoma Tower are located within the underground portions of the Service Facilities. Such underground parking spaces shall be available for use by tenants of Oklahoma Tower and Corporate Tower, and by construction contractors and janitorial contractors as provided in the rules and regulations for use of the Service Facilities. The rates to be paid for the use of such underground parking spaces and generator areas shall be determined by the Operator. Revenues collected for the use of such underground parking spaces and generator areas ("Revenues") shall inure to the benefit of the Owners of tracts utilizing the Service Facilities and shall be offset against Operation and Maintenance Costs as provided in Section 5(b) of this Agreement.

4. Payment of Operation and Maintenance Costs. Operator shall pay all expenses incurred for operation, maintenance, repairs, Capital Replacements, alterations and improvements to the Service Facilities (collectively "Operation and Maintenance Costs"), and each Non-Operator shall reimburse Operator for the Non-Operator's share of such Operation and Maintenance Costs as provided in Section 5 of this Agreement. Operation and Maintenance Costs shall include salaries and wages of employees of Operator engaged in the onsite operation, maintenance and security of the Service Facilities, including taxes, insurance and benefits relating thereto (but excluding bookkeepers and managers); provided, however, to the extent that such personnel also provide services for other properties owned by Operator, such expenses shall be reasonably allocated among the Service Facilities and such other properties. Within thirty (30) days after the effective date of this Agreement, Operator shall submit to all Non-Operators currently utilizing the Service Facilities a proposed budget of anticipated Operation and

Maintenance Costs ("Operating Budget") for the calendar year ending December 31, 2009. On or before December 15, 2009, Operator shall furnish to all Non-Operators utilizing the Service Facilities a proposed Operating Budget for the calendar year beginning January 1, 2010. Operator and Non-Operators agree to cooperate in good faith to approve the Operating Budgets for 2009 and 2010. By December 15 of each calendar year thereafter, Operator shall furnish to all Non-Operators utilizing the Service Facilities a proposed Operating Budget for the following calendar year. Approval of such annual Operating Budgets shall not be required; provided, however, Operation and Maintenance Costs attributable to items other than taxes, insurance premiums, or utilities shall not increase by more than three percent (3%) per year, without the consent of all parties. Except as provided in regard to capital expenditures for repairs or improvements as set forth in Section 5(a) below and in Sections 3 and 8.5 of the Easement Agreement, the Owner of the Library Tract shall have no obligation to pay any other Operation and Maintenance Costs (which costs include expenses incurred under the insurance provisions of Section 11 of the Easement Agreement) for the Library Easement Area or other portions of the Service Facilities. Notwithstanding anything in this Agreement to the contrary, the Owner of the Library Tract shall not have approval rights with respect to and shall not be required to pay any portion of expenditures for Capital Replacements, alterations, or improvements to any portion of the Service Facilities other than the Library Easement Area (as defined in the Service Facilities Easement Agreement).

5. Allocation of Operation and Maintenance Costs.

a. Library Tract. In accord with, and subject to the terms of Sections 3 and 8.5 of the Easement Agreement, the Owner of the Library Tract has agreed to consider paying, as deemed appropriate, to Operator such Owner's proportionate share of any capital expenditures for repairs or improvements to the Library Easement Area. Except as otherwise provided in Section 5(c) below, the Library Tract's proportionate share of capital expenditures for repairs or improvements to the Library Easement Area shall be the percentage obtained by dividing (a) the number of gross square feet in the building(s) (not including the square footage of parking garages, other parking areas, or publicly-owned pedestrian or vehicular access ways) located on the Library Tract by (b) the total number of gross square feet in the buildings (not including the square footage of parking garages, other parking areas, or publicly-owned pedestrian or vehicular access ways) located on all tracts utilizing the Service Facilities at the time such capital expenditures were incurred. The parties stipulate that, as of the date of execution of this Agreement, the gross square footage of the building located on the Library Tract is 114, 130 square feet.

b. Other Benefited Tracts. Each other Owner shall pay to Operator such Owner's proportionate share of Operation and Maintenance Costs for the Service Facilities, commencing as of the date on which such improvements as may be necessary to connect the Service Facilities to the Owner's tract are substantially completed. Except as provided in Section 5(a) above and Section 5(c) below, the share of Operation and Maintenance Costs allocated to the Owners of Benefited Tracts shall be the percentage obtained by dividing (a) the number of gross square feet in the building(s) (not including the square footage of parking garages, other parking areas, or publicly-owned pedestrian or vehicular access ways) located on such Owner's tract by (b) the total number of gross square feet in the buildings (not including the square footage of parking garages, other parking areas, or publicly-owned pedestrian or vehicular

access ways) located on all Benefited Tracts except the Library Tract utilizing the Service Facilities at the time the costs were incurred. Revenues shall be offset against Operation and Maintenance Costs, as provided in Section 3 above. The parties stipulate that, as of the date of execution of this Agreement, the square footage of the buildings located on the Oklahoma Tower Tract, the Corporate Tower Tract, and the Colcord Tract are as follows:

Oklahoma Tower Tract	565,414 gross square feet
Corporate Tower Tract	276,723 gross square feet
Colcord Tract	129,400 gross square feet

(i) If the square footage of any building located on one of the above-listed tracts is increased or decreased after the date of this Agreement, the Owner of such tract shall notify the other Owners of such change in square footage, and the share of Operation and Maintenance Costs allocated to each Owner shall be adjusted accordingly.

(ii) If the owner of another Development Tract (as defined in the Easement Agreement) is granted the right to use the Service Facilities as provided in Section 4 of the Easement Agreement, such Owner shall be required to join in this Agreement by executing a Joinder Agreement substantially in the form of Exhibit C to this Agreement and such Development Tract shall be a Benefited Tract under this Agreement. The Owner of such Development Tract shall notify the Operator of the square footage of the building(s) (not including the square footage of parking garages, other parking areas, or publicly-owned pedestrian or vehicular access ways) located on such Owner's tract, and the share of Operation and Maintenance Costs allocated to each owner utilizing the Service Facilities shall be adjusted accordingly.

(iii) When a subeasement to use the Service Facilities is granted to the owner of the Colcord Tract (as defined in the Easement Agreement) as provided in Section 5 of the Easement Agreement, such Owner shall be required to join this Agreement, the Colcord Tract shall be a Benefited Tract under this Agreement, and, for the duration of such subeasement, (i) Redeveloper, its successors and assigns will have no right to use the Service Facilities and will have no obligation to pay any operation and maintenance expenses attributable to the Service Facilities; and (ii) the square footage of building(s) located on the Colcord Tract, rather than the square footage of building(s) located on the Redevelopment Site, shall be used for purposes of allocating Operation and Maintenance Costs. If the subeasement granted to the Owner of the Colcord Tract is terminated and the Owner of the Redevelopment Site desires to utilize the Service Facilities, the Owner of the Redevelopment Site must satisfy the requirements in Section 4 of the Service Facilities Easement.

(iv) If the Owner of a tract desires to cease using the Service Facilities, the Owner of such tract shall give the Operator written notice of the date on which the owner's use of the Service Facilities will cease (the "Termination Date"). Such owner shall have no obligation to pay Operation and Maintenance Costs incurred after the Termination Date, and shall have no right to use the Service Facilities after the Termination Date. Effective as of the Termination Date, the share of Operation and Maintenance Costs allocated to the remaining owners utilizing the Service Facilities shall be adjusted based on the cost-sharing formula above.

c. Expenses Benefiting Specific Tracts. Notwithstanding any provision of this Agreement to the contrary regarding allocation of Operation and Maintenance Costs, the cost of repairs, Capital Replacements, alterations or improvements to any portions of the Service Facilities that are primarily or solely for the use or benefit of one of the Benefited Tracts (for example, replacement or reconfiguration of doors, dock levelers, or other equipment that serves a particular building or property) shall be borne by the owner of such Benefited Tract.

6. Billings; Administrative Fee. On the 15th business day of each month, Operator shall provide each Non-Operator an invoice stating the total Operation and Maintenance Costs for previous month, along with an allocation of the Non-Operator's share of such costs as provided in Section 5 above. Each Non-Operator shall pay to Operator on or before the last day of the month, (i) the Non-Operator's share of Operation and Maintenance Costs for the previous month, plus (ii) a monthly administration fee in the amount of Two Hundred Fifty Dollars (\$250.00) (the "Administration Fee"), which Administration Fee shall not be increased without the consent of all Non-Operators.

7. Delinquent Payments. Any amount payable hereunder, which amount has not been paid within ten (10) days after the date when due, shall accrue interest from the date due to the date paid at the rate of one percent (1%) over the *Wall Street Journal* prime rate, as the same may be changed from time to time or, in the event that a *Wall Street Journal* prime rate is no longer published, such other generally recognized prime rate as may be established from time to time. If any Non-Operator fails to pay its share of Operation and Maintenance Costs or the Administrative Fee in accordance with the terms of this Agreement within ten (10) days after the date when due, Operator may, at its option, at any time after such ten-day period, enforce the Non-Operator's obligation to pay such delinquent assessments by any or all of the following procedures:

a. Enforcement by Suit. Operator may file suit against the Non-Operator for such delinquent payments and any applicable late fees and interest. Any judgment rendered in any such action shall include the amount of the delinquent payment, together with interest, court costs, reasonable attorneys' fees, and all other costs and expenses incurred by Operator in such action. Suit to recover such a judgment may be maintained by Operator without foreclosing or waiving its lien securing the obligation to pay such amounts.

b. Operator's Lien. Operator may obtain a lien against the Benefited Tract owned by the delinquent Non-Operator, to secure the delinquent Non-Operator's obligations to pay assessments made against such tract, together with interest, court costs, reasonable attorneys' fees, and all other costs and expenses incurred by Operator in enforcing the obligations of the delinquent Non-Operator, by recording a lien in the office of the County Clerk of Oklahoma County. Such lien shall be subordinate to any mortgage covering such Benefited Tract.

c. Curtailment of Use. Upon thirty (30) days prior written notice to the delinquent Non-Operator, Operator may curtail use of the Service Facilities by the delinquent Non-Operator and its Permittees until such time as the delinquent payments, including any applicable late fees and interest, are paid in full.

8. Books and Records; Non-Operators' Right to Inspect and Review. Operator shall maintain books and records of Operation and Maintenance Costs in accordance with good accounting practices. Upon reasonable advance notice, Operator shall permit the Non-Operators and their respective accountants, attorneys and agents to examine and make copies of such books and records at the Non-Operators' expense during normal business hours.

9. Objections to Invoices. Invoices for Operation and Maintenance Costs shall be conclusive and binding unless, within ninety (90) days after the date of the Non-Operator's receipt of such invoice, the Non-Operator notifies Operator in writing (an "Objection Notice") that it disputes the correctness of the invoice. Pending the determination of such dispute by agreement or otherwise, the objecting Non-Operator shall pay Operation and Maintenance Costs in accordance with the invoice, and such payment shall be without prejudice to Non-Operator's position. Upon Operator's receipt of an Objection Notice, Operator and the objecting Non-Operator shall work together in good faith to resolve the Non-Operator's objection. If Operator and Non-Operator are unable to agree within thirty (30) days following Non-Operator's delivery of the Objection Notice, then Operator and Non-Operator shall select an independent, certified public accountant or other auditor who shall make an independent review. In the event Operator and Non-Operator cannot agree on the independent auditor or accountant within thirty (30) days following Operator's receipt of the Objection Notice, then Operator and Non-Operator shall ask the Chief Executive Officer of the American Institute of Certified Public Accountants to select an independent auditor or accountant, whose decision shall be binding on Operator and Non-Operator. If the dispute is resolved in Non-Operator's favor, Operator shall immediately refund to Non-Operator any overpayment, together with interest at the rate specified in Section 8 of this Agreement from the date of Non-Operator's overpayment through the date of the refund. Non-Operator shall bear all costs of any such inspection of Operator's books and records, unless such review discloses that the amounts paid by Non-Operator to Operator exceeded the amounts to which Operator was entitled by more than two percent (2%), in which event Operator shall promptly reimburse Non-Operator for the reasonable costs and expenses incurred in connection with Non-Operator's review (it being understood and agreed that such reimbursed costs shall not be included in Operation and Maintenance Costs). The costs and expenses of the independent auditor or accountant, if applicable, shall be paid by Non-Operator, unless the amounts paid by Non-Operator to Operator exceeded the amounts to which Operator was entitled by more than two percent (2%), in which case Operator shall pay such costs and expenses.

10. Resignation, Removal, Replacement of Operator. Operator may resign at any time by giving thirty (30) days written notice thereof to the Non-Operators. Operator may be removed and its appointment shall terminate:

a. Upon ten (10) days written notice from any Non-Operator if Operator applies for or consents to the appointment of a receiver, trustee, or liquidator of Operator of all or a substantial part of its assets, files a voluntary petition in bankruptcy, makes a general assignment for the benefit of creditors, files a petition or an answer seeking reorganization or arrangement with creditors or takes advantage of any insolvency law, or if an order, judgment or decree is entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Operator as bankrupt or insolvent or approving a petition seeking reorganization of Operator or appointing a receiver, trustee, or liquidator of Operator or of all or substantial part of

its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days; or

b. Upon ten (10) days written notice from any Non-Operator if title to the Benefited Tract owned by Operator is transferred to a lender or other third party in connection with a foreclosure proceeding or by deed in lieu of foreclosure; or

c. By a majority of the Non-Operators, if Operator fails to keep, observe, or perform any material covenant, agreement, term or provision of this Agreement to be kept, observed, or performed by Operator, and such default continues for a period of thirty (30) days after written notice from a Non-Operator has been delivered to the Operator detailing the alleged default; provided, however, if Operator is unable to perform any of its obligations under this Agreement due to force majeure (as defined in Section 12(f) of this Agreement) or because of the failure on the part of a Non-Operator to pay Operation and Maintenance Costs in accordance with Section 6, such failure of performance on the part of Operator shall not be deemed a default by Operator and shall not give rise to any right to termination, damages or any other remedy against Operator. If Operator believes there is a good faith dispute regarding the existence of a default by Operator, Operator may contest its removal by commencing an action in Oklahoma County District Court.

In the event of Operator's resignation as provided in this Section, another Owner shall be designated as operator by agreement of a majority of the Owners (including Operator), and such replacement operator shall assume primary responsibility for operation and maintenance of the Service Facilities under the terms of this Agreement. In the event of Operator's removal as provided in this Section, another Owner shall be designated as operator by agreement of a majority of the Non-Operators, and such replacement operator shall assume primary responsibility for operation and maintenance of the Service Facilities under the terms of this Agreement.

11. Term; Termination of Agreement. This Agreement shall automatically terminate if the Easement Agreement is terminated. Except as provided below, this Agreement shall continue in effect for so long as the Easement Agreement continues in effect:

a. Damage or Destruction. If the Service Facilities are destroyed or substantially damaged by fire or other casualty, and the aggregate cost of repair and/or replacement exceeds the insured value of the Service Facilities, as determined by contractors, engineers, or other consultants retained by the Operator, Operator shall notify the Non-Operators. If, pursuant to Section 7 of the Easement Agreement, a majority of the Owners (subject to the rights, if any, of any Owner's lender) elect to terminate the Easement Agreement in lieu of rebuilding the Services Facilities, this Agreement also shall terminate. If this Agreement is not terminated as a result of damage to the Service Facilities, as described above, then Operator shall proceed with all due diligence to commence and complete restoration of the Service Facilities to their condition and character existing prior to the occurrence of such casualty.

b. Eminent Domain. If all of the Service Facilities (or such a substantial portion of the Service Facilities so as to make it unfeasible, in the reasonable opinion of Operator, to restore such portion and continue to operate the remaining portion of the Service Facilities for

the purposes contemplated in this Agreement) shall be taken through the exercise (or by agreement in lieu of such exercise) of the power of eminent domain, then this Agreement shall terminate effective as of the date that the Grantees are required to surrender possession of the Service Facilities or of that substantial portion of the Service Facilities.

c. Effect of Termination. If the event this Agreement is terminated, no party shall have any further obligation to the other parties under this Agreement, except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination.

12. General Provisions.

a. Notices. All notices, statements, demands, approvals and other communications given pursuant to this Agreement shall be in writing and be delivered in person or by certified or registered mail, postage prepaid, to the addresses shown below, unless and until such addresses are changed by notice given in the manner provided herein. Notice shall be deemed to have been received on the date of delivery if delivered in person or three days after mailing if delivered by certified or registered mail:

Oklahoma Tower: Oklahoma Tower Realty Investors LLC
1601 N.W. Expressway, Suite 500
Oklahoma City, Oklahoma 73118
Attn: Mark L. Beffort

Corporate Tower: Corporate Tower LLC
1601 N.W. Expressway, Suite 500
Oklahoma City, Oklahoma 73118
Attn: Mark L. Beffort

Redeveloper: Devon World Headquarters, L.L.C.
20 North Broadway
Oklahoma City, Oklahoma 73102
Attn: Klaholt B. Kimker

City: The City Of Oklahoma City
200 N. Walker, 3rd Floor
Oklahoma City, Oklahoma 73102
Attn: City Manager

b. Amendment. This Agreement may be changed, modified or amended only by an instrument in writing duly executed by all parties.

c. Entire Agreement. This Agreement, together with the Easement Agreement, contains the entire agreement between the parties with reference to the operation and maintenance of the Service Facilities. Nothing contained in this Agreement shall terminate, limit, modify or otherwise affect the rights, duties and obligations of the parties under the Easement Agreement.

- d. Time. Time is of the essence of this Agreement.
- e. Waiver. The failure of a party to insist upon strict performance of an obligation hereunder, irrespective of the length of time for which such failure continues during the term of this Agreement, shall not be deemed a waiver of such party's rights to require or demand compliance in the future.
- f. Force Majeure. To the extent either party is delayed in performing any obligation hereunder (excluding payment obligations) by acts of God, weather delays, war, acts of terrorism, labor disputes, strikes, riots, shortages of labor or materials, governmental laws, regulations or restrictions, acts or omissions of governmental authorities, or any other events or circumstances outside the reasonable control of such party, the time for such party's performance of such obligation shall be extended by the number of days of such delay. Inability to pay or financial hardship, however, shall not constitute force majeure regardless of the cause thereof and whether the reason is outside a party's control.
- g. Assignment. Except in the event of the sale or transfer of the Benefited Tract owned by Operator (other than by foreclosure proceeding or deed in lieu of foreclosure), and except as provided in Section 2 with regard to agreements with Affiliates for the provision of services, Operator shall not assign or delegate any of its rights or obligations hereunder to a third party without the prior written consent of a majority of the Non-Operators, which consent shall not be unreasonably withheld, conditioned or delayed. In the event of the sale or transfer of the Benefited Tract owned by Operator (other than by foreclosure proceeding or deed in lieu of foreclosure), Operator shall assign this Agreement to such transferee and such transferee shall agree to assume all of the rights and obligations of Operator under this Agreement, unless the Non-Operators and such transferee enter into a new agreement for the operation and maintenance of the Service Facilities by Operator.
- h. Binding Effect. The provisions of this Agreement shall be binding on and inure to the benefit of the parties and their respective successors in interest and permitted assigns.
- i. Captions. The captions of the paragraphs of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.
- j. Attorneys' Fees. If any party institutes any action or proceeding relating to the provisions of this Agreement or any default hereunder, the unsuccessful party(or parties) in such action will reimburse the successful party (or parties) therein for the reasonable value of attorneys' services and disbursements incurred by the successful party(ies).
- k. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Oklahoma, without regard to conflict of laws considerations. The parties understand and acknowledge that The City, as owner of the Library Tract, is a municipal corporation and political subdivision of the State of Oklahoma, created and existing under the Constitution and laws of the State of Oklahoma. The parties further acknowledge that the obligations, duties and liabilities imposed on The City under this agreement are subject to and limited by the Constitution and laws of the State of Oklahoma, including but not limited to,

Article X, Section 26 of the Oklahoma Constitution; the Oklahoma Political Subdivision Tort Claims Act, 51 Okla. Stat. § 151, *et seq.* and the Municipal Budget Act, 11 Okla. Stat. § 17-101, *et seq.* If the Library Tract is no longer owned by the City or another political subdivision of the State of Oklahoma, the preceding sentence shall no longer apply.

l. Severability. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

m. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

EXECUTED effective as of the date first written above.

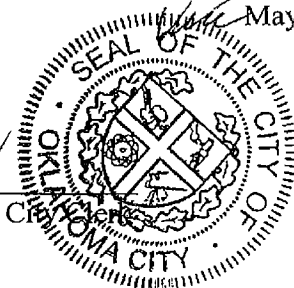
THE CITY OF OKLAHOMA CITY, OKLAHOMA,
an Oklahoma municipal corporation,

By: _____

Mayor

Attest:

[SEAL]



REVIEWED as to form and legality.

Wiley Williams
Assistant Municipal Counselor

OKLAHOMA TOWER REALTY INVESTORS
LLC, an Oklahoma limited liability company

By: OKT Manager, Inc., an Oklahoma
corporation, its Manager

By: _____

Mark L. Beffert, Vice President

CORPORATE TOWER LLC, an Oklahoma limited liability company

By: CT Manager, Inc., an Oklahoma corporation,
its Manager

By: 
Mark L. Beffort, Vice President

DEVON WORLD HEADQUARTERS, L.L.C., an Oklahoma limited liability company

BY: Devon Realty Advisors, L.L.C., an Oklahoma limited liability company, its Manager

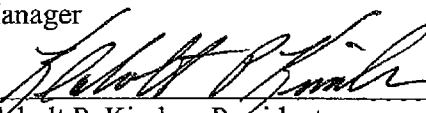
By: 
Klaholt P. Kimker, President

EXHIBIT A

SERVICE FACILITIES EASEMENT AGREEMENT

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Doc # 2009133220
Bk 11212
Pg 1214-1248
DATE 10/06/09 10:23:25
Filing Fee \$81.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

After recording, return to:

SERVICE FACILITIES EASEMENT AGREEMENT

THIS SERVICE FACILITIES EASEMENT AGREEMENT ("Agreement") is made effective as of the 1st day of October, 2009, by and among OKLAHOMA CITY URBAN RENEWAL AUTHORITY, an Oklahoma public body corporate ("Renewal Authority"); and THE CITY OF OKLAHOMA CITY, an Oklahoma municipal corporation (the "City"); OKLAHOMA TOWER REALTY INVESTORS, LLC, an Oklahoma limited liability company ("Oklahoma Tower"); CORPORATE TOWER, LLC, an Oklahoma limited liability company ("Corporate Tower"); and DEVON WORLD HEADQUARTERS, L.L.C., an Oklahoma limited liability company ("Redeveloper").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the Renewal Authority has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in Oklahoma City, and in this connection is engaged in carrying out an urban renewal project known as the Central Business District Urban Renewal Project (the "Project") in an area located in Oklahoma City (the "Project Area"); and

WHEREAS, the City has approved an urban renewal plan for the Project designated the Central Business District Urban Renewal Plan (which plan is incorporated herein by reference and which plan, as so amended, and as it may hereafter be further amended from time to time pursuant to law, and as so constituted from time to time, is, unless otherwise indicated by the context, hereinafter called the "Urban Renewal Plan"); and

WHEREAS, the parcels owned in fee by an entity that are developed or redeveloped by or pursuant to an agreement with the Renewal Authority and are located within the four-block area bounded by Robinson Avenue, Sheridan Avenue, Park Avenue, and Hudson Avenue (the "Four-Block Area") are collectively called "Development Tracts" in this Agreement; and

WHEREAS, in order to further implement the Urban Renewal Plan and the Project, and in furtherance of the redevelopment of the Four-Block Area, that certain Reciprocal Easement Agreement dated July 9, 1979, recorded in Book 4584 at page 1632 of the records of the County Clerk of Oklahoma County, Oklahoma (the "Reciprocal Easement Agreement") created certain mutual rights of use between Development Tracts and adjacent properties, including vehicular and pedestrian easements subject to relocation by the owners of Development Tracts; and

WHEREAS, subject to the Reciprocal Easement Agreement, the Renewal Authority and the Oklahoma City Redevelopment Corporation granted certain easements to the Central Oklahoma Transportation and Parking Authority (the "Parking Authority") for the construction

Lawyers Title of Oklahoma City, Inc.

410 N. Walnut, Suite 100

Oklahoma City, OK 73104

File # 200806-080005

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~~and maintenance of a motor vehicle parking structure with related drives, ramps and truck dock areas on and under certain property within the Four-Block Area; and~~

WHEREAS, subject to the Reciprocal Easement Agreement, the Parking Authority entered into a dock facilities agreement with the owner of the Development Tract more particularly described in Exhibit B-1 to this Agreement (the "Oklahoma Tower Tract") providing for certain easement rights as between those two parties, and the owner of the Oklahoma Tower Tract entered into a dock facilities subeasement agreement with the owner of the Development Tract more particularly described in Exhibit B-2 to this Agreement (the "Corporate Tower Tract");

WHEREAS, in order to achieve the specific redevelopment objectives of the Urban Renewal Plan, the Renewal Authority has entered into a Contract for Sale of Land and Redevelopment with the Redeveloper (the "Redevelopment Agreement"), for the redevelopment of portions of Redevelopment Parcel Numbers 30-2 and 31-1, which Development Tracts are more particularly described in Exhibit B-3 to this Agreement (the "Redevelopment Site"); and

WHEREAS, the Renewal Authority is the owner of the real property and improvements more specifically described in Exhibits A-1 and A-2 attached hereto, upon which certain drives, ramps and truck dock areas for motor vehicles (the "Service Facilities") have been constructed; and

WHEREAS, pursuant to the Reciprocal Easement Agreement and as the owner of Development Tracts, the Renewal Authority wishes to relocate and make permanent the vehicular easements providing access to the Service Facilities (including supporting pedestrian and common component easements) to service Development Tracts within the Four-Block Area;

WHEREAS, the parties to this Agreement deem it necessary and desirable to approve this Agreement in order to execute and carry out the objectives of the Urban Renewal Plan, the Project, and the Redevelopment Agreement;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Grant of Easements for Service Facilities. The Renewal Authority does hereby for itself, its successors and assigns, establish, grant and confirm pursuant to the Reciprocal Easement Agreement perpetual, non-exclusive easements, for the benefit of the owners of the Development Tract more particularly described in Exhibit B-4 to this Agreement (the "Library Tract"), the Oklahoma Tower Tract, the Corporate Tower Tract, and the Redevelopment Site (which owners are collectively referred to herein as "Grantees"), their respective successors and assigns, to use the Service Facilities (including the vehicular and supporting pedestrian accessways described and depicted in Exhibits A-1, A-2, and A-4) in accordance with the terms of and subject to the provisions of this Agreement.

2. Common Component Easements. Certain portions of the Service Facilities are attached or connected to improvements located on Development Tracts. Pursuant to Section 1.3 of the Reciprocal Easement Agreement, Grantees hereby confirm their approval of the plans and

specifications for the Service Facilities, and hereby grant to the Renewal Authority nonexclusive easements for common components as shown in such plans and specifications for the purpose of furnishing connection, support and attachment of the Service Facilities to walls, footings, foundations, and other structural systems of the improvements located on the Library Tract, Oklahoma Tower Tract, Corporate Tower Tract, and Redevelopment Site.

3. Library Easement Area. The perpetual, non-exclusive easement granted to the City (as owner of the Library Tract), its successors and assigns by this Agreement shall be limited to the portion of the Service Facilities adjacent to the Library Tract, as more particularly described and depicted in Exhibits A-3 and A-4 to this Agreement (the "Library Easement Area"). The Library Easement Area includes vehicle parking spaces directly behind the library building (south side). The owner of the Library Tract and its Permittees (as defined in Section 6 of this Agreement) shall have the right to use the Library Easement Area for vehicular access to loading docks located on the Library Tract and for the parking of vehicles in the parking spaces behind the library building as provided in Section 6 of this Agreement. The owner of the Library Tract, at its expense, shall be responsible for providing or arranging for security services for the Library Easement Area in the same manner and method that the City currently provides security for other City owned property and structures in the downtown Oklahoma City area. If the Library Tract is no longer owned by the City or another political subdivision of the State of Oklahoma, the owner of the Library Tract, at its expense, shall be responsible for providing or arranging for security services by qualified security personnel for the Library Easement Area. Subject to the limitations of Okla. Const. Art. 10, § 26; 11 Okla. Stat. § 17-211; and 62 Okla. Stat. § 479, the owner of the Library Tract agrees to consider paying, and as deemed appropriate at the time, to pay a portion of any capital expenditures for repairs or improvements to the Library Easement Area as provided in Section 8.5 of this Agreement. If the Library Tract is no longer owned by the City or another political subdivision of the State of Oklahoma, the limitations referenced in the preceding sentence shall no longer apply and the owner of the Library Tract shall pay a portion of any capital expenditures for repairs or improvements to the Library Easement Area as provided in Section 8.5 of this Agreement. The City, its successors and assigns shall not have the right to use, and shall have no obligation to pay any expenses attributable to, any other portions of the Service Facilities. The owner of the Library Tract acknowledges the necessity and importance of maintaining and repairing the Library Easement Area not only for access to the loading dock to the library building, but also for access by other Grantees to the Service Facilities.

4. Use of Services Facilities by Owners of Other Development Tracts. Notwithstanding anything herein to the contrary, in addition to the rights granted to Grantees hereunder with respect to the Oklahoma Tower Tract, the Corporate Tower Tract, the Library Tract, and the Redevelopment Site, the Renewal Authority or its successor in interest as owner of the Service Facilities may (subject to the approvals required by Section 4(b) below) grant an easement permitting nonexclusive use of the Service Facilities by any person or entity owning or acquiring an ownership interest in fee in another Development Tract, for purposes related to the normal use and operation of office, retail, commercial, hotel, parking and vehicular facilities, including plazas, parks, landscaped areas and pedestrian ways located on such other Development Tract, provided that such owner:

- a. agrees to construct, at such owner's expense, such improvements as may be necessary to connect the Service Facilities to the Development Tract (the "Connection");
- b. submits plans and specifications showing the proposed Connection for approval by the Renewal Authority and all Grantees, which approval shall not be unreasonably withheld, conditioned, or delayed (but which may take into account reasonable concerns regarding potential overuse or congestion unreasonably interfering with use and operation of the Service Facilities); provided that if the Renewal Authority or a Grantee neither approves nor disapproves such plans and specifications within thirty (30) days, such party shall be deemed to have approved the plans and specifications, and provided further that if the Renewal Authority or a Grantee disapproves such plans and specifications, such disapproval will not be effective unless the reasons for disapproval are stated in writing;
- c. diligently pursues and completes construction of the Connection with due care and in accordance with sound design, engineering and construction practices in a manner that is customary for such improvements and that will not unreasonably interfere with Grantees' use of the Service Facilities;
- d. prior to commencing construction of the Connection, and at all times during such construction, causes its contractor to obtain and maintain builder's risk insurance in form, amounts and from carriers reasonably acceptable to Grantees, naming such contractor, Grantees, and the Renewal Authority as additional insureds;
- e. indemnifies and holds Grantees and the Renewal Authority harmless from and against any and all mechanic's, materialman's and laborer's liens which may be filed on the basis of work performed or material supplied in connection with the construction of the Connection;
- f. agrees to operate and maintain the Connection at such owner's expense;
- g. consents to and joins in the Operation and Maintenance Agreement referenced in Section 8.4 of this Agreement effective as of the date on which the Renewal Authority grants an easement to such owner; and
- h. agrees to pay such owner's proportionate share (as determined in accordance with Section 8.5) of the cost of complying with Grantees' obligations hereunder, including the costs of operation, maintenance, repair, and replacement of the Service Facilities

If the Renewal Authority grants a nonexclusive easement to the owner of another Development Tract, as provided in this Section, such easement shall be evidenced by a written instrument executed, acknowledged, and recorded in Oklahoma County, Oklahoma.

~~5. Subeasement for Use of Service Facilities by Owner of Colcord Tract~~

Notwithstanding anything herein to the contrary, the parties hereto agree that the owner of the Redevelopment Site shall have the right to enter into a subeasement agreement allowing the nonexclusive use of the Service Facilities by any person or entity owning or acquiring an ownership interest in fee in the real property described in Exhibit B-5 to this Agreement (the "Colcord Tract"), for purposes related to the normal use and operation of the improvements and facilities located on the Colcord Tract, provided that the owner of the Colcord Tract:

- a. agrees to construct, at such owner's expense, such improvements as may be necessary to connect the Service Facilities to the Colcord Tract (the "Colcord Connection"), in accordance with plans and specifications for the proposed Connection that have been submitted to the Renewal Authority and Grantees for review, which proposed plans and specifications are hereby approved by the Renewal Authority and all Grantees;
- b. diligently pursues and completes construction of the Colcord Connection with due care and in accordance with sound design, engineering and construction practices in a manner that is customary for such improvements and that will not unreasonably interfere with Grantees' use of the Service Facilities;
- c. prior to commencing construction of the Colcord Connection, and at all times during such construction, causes its contractor to obtain and maintain builder's risk insurance in form, amounts and from carriers reasonably acceptable to Grantees, naming such contractor, Grantees, and the Renewal Authority as additional insureds;
- d. indemnifies and holds Grantees and the Renewal Authority harmless from and against any and all mechanic's, materialman's and laborer's liens which may be filed on the basis of work performed or material supplied in connection with the construction of the Connection;
- e. agrees to operate and maintain the Colcord Connection at such owner's expense;
- f. consents to and joins in the Operation and Maintenance Agreement referenced in Section 8.4 of this Agreement, effective as of the date on which Devon WH grants the subeasement to Sheridan-Colcord; and
- g. agrees to pay such owner's proportionate share (as determined in accordance with Section 8.5 of this Agreement) of the cost of complying with Grantees' obligations hereunder, including the costs of operation, maintenance, repair, and replacement of the Service Facilities.

The subeasement granted by the owner of the Redevelopment Site to the owner of the Colcord Tract shall be evidenced by a written instrument executed, acknowledged, and recorded in Oklahoma County, Oklahoma. For the duration of such subeasement, (i) the owner of the

Redevelopment Site, its successors and assigns, will have no right to use the Service Facilities and will have no obligation to pay any operation and maintenance expenses attributable to the Service Facilities; and (ii) the square footage of building(s) located on the Colcord Tract, rather than the square footage of building(s) located on the Redevelopment Site, shall be used for purposes of allocating costs of operation and maintenance among owners utilizing the Service Facilities as provided in Section 8.5 of this Agreement. If the subeasement granted to the owner of the Colcord Tract is terminated and the owner of the Redevelopment Site desires to utilize the Service Facilities, the owner of the Redevelopment Site, as a Grantee, will be entitled to use the Colcord Connection on the terms and conditions set forth in this Agreement. If the owner of the Redevelopment Site desires to modify the Colcord Connection, or construct a new or different Connection, the owner of the Redevelopment Site must satisfy the requirements in Section 4 of this Agreement. The owner of the Redevelopment Site shall not have the right to grant a subeasement for use of the Service Facilities except as expressly provided herein.

6. Use of Easements. The easements created by this Agreement are for the use of the Service Facilities by Grantees, their respective successors, assigns, and such agents, customers, invitees, licensees, employees, servants, contractors, mortgagees, tenants and tenants' customers, invitees, employees, servants, licensees, contractors and agents as might be designated by Grantees from time to time (all of which persons are hereafter called "Permittees") in accordance with the provisions and limitations contained in this Agreement. The Grantee designated as Operator of the Service Facilities pursuant to Section 8.4 of this Agreement shall have the right, at any time and from time to time, to promulgate such rules and regulations as might be reasonably imposed to promote the health, safety, welfare and security of persons using the Service Facilities and to ensure the efficient operations of the Service Facilities. The owner of the Library Tract and its Permittees will have the right to use any parking spaces located within the Library Easement Area, unless the Operator reasonably determines that such use would impede access or otherwise interfere with the use of other portions of the Service Facilities and gives the owner of the Library Tract written notice of such determination following a reasonable opportunity (not exceeding ten (10) business days) to discuss and correct any situation that might be considered an impediment or interference with the use of other portions of the Services Facilities. The Operator will be responsible for leasing and regulating the use of parking spaces and certain areas where generators owned by tenants of Oklahoma Tower are located within the underground portions of the Service Facilities. Such underground parking spaces shall be available for use by tenants of Oklahoma Tower and Corporate Tower, and by construction contractors and janitorial contractors as provided in the rules and regulations for use of the Service Facilities. The rates to be paid for the use of such underground parking spaces and generator areas shall be determined by the Operator. Revenues collected for the use of such underground parking spaces and generator areas ("Revenues") shall inure to the benefit of Grantees and shall be offset against O&M Costs as provided in Section 8.5 below.

7. Unimpeded Access. The Renewal Authority agrees that it will permit no barricade or other divider to be constructed that will unreasonably prohibit or discourage the free and uninterrupted flow of Permittees' vehicular traffic between the Service Facilities and the public street and right-of-way named Hudson Avenue located adjacent to the west boundary of the Project Area.

~~8. Operation and Maintenance of Service Facilities.~~ Pursuant to ~~Section 8.4~~ of this Agreement, Grantees shall be responsible for the operation and maintenance of the Service Facilities at Grantees' expense. By way of illustration and not limitation, such maintenance will include maintenance, repair, and replacement of all walls, footings, foundations, slabs, roofs and other structural components of the Service Facilities; provided, however, that if the Service Facilities are destroyed or substantially damaged by fire or other casualty and the aggregate cost of repair and/or replacement exceeds the insured value of the Service Facilities, Grantees shall have the right to terminate this Agreement upon written notice to the Renewal Authority, in lieu of rebuilding the Service Facilities. In addition to maintenance of the Service Facilities, Grantees assume specific responsibility for the following:

8.1 Utility Expenses. Grantees, at Grantees' expense, agree to arrange for electrical service and such other utility services as are necessary to serve the Service Facilities.

8.2 Cleanliness. Grantees, at Grantees' expense, agree to provide janitorial services to the extent reasonably required to maintain the ordinary cleanliness of the Service Facilities in a manner consistent with such standards of maintenance of such facilities as generally prevail in the Central Business District of Oklahoma City, Oklahoma.

8.3 Security. As provided in Section 3 of this Agreement, the owner of the Library Tract, at its expense, shall be responsible, at its expense, for providing or arranging for security services for the Library Easement Area in the same manner and method that it currently provides security for other City owned property and structures in the downtown Oklahoma City area. The other Grantees, at their expense, will be responsible for providing security services and conducting security inspections of all other portions of the Service Facilities by qualified security personnel. To ensure proper security to the Service Facilities, the Renewal Authority specifically agrees that the Grantee designated as Operator of the Service Facilities pursuant to Section 8.4 will have exclusive control of the control gate(s) providing ingress and egress into the Service Facilities, which exclusive control will include, but not be limited to, the right of such Grantee to promulgate rules, regulations and hours of operation of the electric gate as such Grantee might deem reasonably necessary to ensure the security of the Service Facilities. It is further agreed that Grantees will provide ordinary maintenance and repair of the control gate(s) at Grantees' expense, and also will bear the cost of all capital expenditures relating to the replacement of such control gate(s).

8.4 Operation and Maintenance Agreement. Contemporaneously with the execution and delivery of this Agreement, Grantees shall enter into an operation and maintenance agreement ("O&M Agreement") pursuant to which one Grantee (the "Operator") will assume primary responsibility for operation and maintenance of the Service Facilities, and each other Grantee will agree to reimburse the Operator for such Grantee's proportionate share of costs incurred for operation and maintenance of the Service Facilities (including capital expenditures and premiums for insurance coverage required by Section 11 of this Agreement) (collectively, "O&M Costs"), in accordance with the cost-sharing formula in Section 8.5 of this Agreement. The O&M Agreement shall include provisions for removal of the Operator in the event of default, provisions for Grantees' approval and cost-sharing of any alterations or improvements to the Service Facilities, and other terms and provisions that are mutually acceptable to Grantees.

8.5 Allocation of Operation and Maintenance Expenses

(a) In accord with the terms of Section 3 above, the owner of the Library Tract has agreed to consider, and as deemed appropriate, pay to the Operator such owner's proportionate share of any capital expenditures for repairs or improvements to the Library Easement Area. Except as otherwise provided in Section 8.5(g) below, the Library Tract's proportionate share of capital expenditures for repairs or improvements to the Library Easement Area shall be the percentage obtained by dividing (a) the number of gross square feet in the building(s) (not including the square footage of parking garages, other parking areas, or publicly-owned pedestrian or vehicular access ways) located on the Library Tract by (b) the total number of gross square feet in the buildings (not including the square footage of parking garages, other parking areas, or publicly-owned pedestrian or vehicular access ways) located on all tracts utilizing the Service Facilities at the time such capital expenditures were incurred. However, it is agreed that the owner of the Library Tract shall have no obligation to pay any other O&M Costs incurred by the Operator for operation and maintenance of the Library Easement Area or other portions of the Service Facilities, including any expenses incurred pursuant to the provisions set forth in Section 11 below. Notwithstanding anything in this Agreement to the contrary, the Owner of the Library Tract shall not have approval rights with respect to and shall not be required to pay any portion of expenditures for capital replacements, alterations, or improvements to any portion of the Service Facilities other than the Library Easement Area. If the owner of the Library Tract does not provide assurance that it will pay its proportionate share of capital expenditures for repairs or improvements to the Library Easement Area, the Operator may elect not to undertake such repairs or improvements. If the Operator elects to proceed with repairs or improvements to the Library Easement Area, and the owner of the Library Tract does not pay its proportionate share of such capital expenditures as provided in this Section, the Library Tract owner's share of such costs shall be allocated among the owners of the other tracts utilizing the Service Facilities, but without waiver of or prejudice to the right of the Operator to seek payment of such costs from the Library Tract Owner.

(b) Each other owner of a tract utilizing the Service Facilities shall pay to the Operator such owner's proportionate share of O&M Costs for the Service Facilities, commencing as of the date on which such improvements as may be necessary to connect the Service Facilities to the owner's tract are substantially completed. Except as otherwise provided in Section 8(a) above and Section 8(g) below, the proportionate share of O&M Costs allocated to the owners of tracts utilizing the Service Facilities shall be the percentage obtained by dividing (a) the number of gross square feet in the building(s) (not including the square footage of parking garages, other parking areas, or publicly-owned pedestrian or vehicular access ways) located on such owner's tract by (b) the total number of gross square feet in the buildings (not including the square footage of parking garages, other parking areas, or publicly-owned pedestrian or vehicular access ways) located on all tracts utilizing the Service Facilities at the time the O&M Costs were incurred. Revenues shall be offset against O&M Costs, as provided in Section 6 above.

(c) If the square footage of any building located on a tract utilizing the Service Facilities is increased or decreased after the date of this Agreement, the owner of such tract shall notify the Operator of such change in square footage, and the share of O&M Costs allocated to each owner shall be adjusted accordingly.

~~(d) If the owner of another Development Tract is granted the right to~~ use the Service Facilities as provided in Section 4 of this Agreement, the owner of such tract shall notify the Operator of the square footage of the building(s) (not including the square footage of parking garages, other parking areas, or publicly-owned pedestrian or vehicular access ways) located on such owner's tract, and the share of O&M Costs allocated to each owner utilizing the Service Facilities shall be adjusted accordingly. The owner of such Development Tract shall be required to pay its proportionate share of O&M Costs, commencing as of the date on which such improvements as may be necessary to connect the Service Facilities to such Development Tract are substantially completed.

(e) When a subeasement is granted to the owner of the Colcord Tract as provided in Section 5 of this Agreement, such owner shall be required to pay its proportionate share of O&M Costs, commencing as of the date on which such improvements as may be necessary to connect the Service Facilities to the Colcord Tract are substantially completed. For the duration of such subeasement, the square footage of building(s) located on the Colcord Tract, rather than the square footage of building(s) located on the Redevelopment Site, shall be used for purposes of allocating O&M Costs among the owners utilizing the Service Facilities as provided in this Section.

(f) If the owner of a tract desires to cease using the Service Facilities, the owner of such tract shall give the Operator written notice of the date on which the owner's use of the Service Facilities will cease (the "Termination Date"). Such owner shall have no obligation to pay O&M Costs incurred after the Termination Date, and shall have no right to use the Service Facilities after the Termination Date. Effective as of the Termination Date, the share of O&M Costs allocated to the remaining owners utilizing the Service Facilities shall be adjusted based on the cost-sharing formula in Section 8.5(b).

(g) Notwithstanding any provision in this Agreement to the contrary regarding allocation of O&M Costs, the cost of any repairs, replacements, alterations, or improvements to the Service Facilities that are primarily or solely for the use or benefit of one of the tracts utilizing the Service Facilities (for example, replacement or reconfiguration of doors, dock levelers, or other equipment that serves a particular building or property) shall be borne by the owner of such tract.

8.6 Mechanic's and Materialmen's Liens. In no event shall a Grantee allow any mechanic's or materialmen's liens to attach against the Service Facilities for materials supplied or work performed at the request of, or for the benefit of, such Grantee, and such Grantee shall indemnify and hold the Renewal Authority and the other Grantees harmless from any cost or expense incurred by the Renewal Authority or the other Grantees to release any such mechanic's or materialmen's liens against the Service Facilities.

9. Alterations and Improvements to Dock Facilities. Grantees shall have the right to construct alterations and improvements to the Service Facilities, at Grantees' expense. Provisions for Grantees' approval and cost-sharing of such construction shall be included in the O&M Agreement referenced in Section 8.4 above. Grantees may make non-structural alterations and improvements to the Service Facilities without the Renewal Authority's prior consent. Prior to making any structural alterations to the Service Facilities, Grantees shall submit plans and

~~specifications for such alterations and improvements for approval by the Renewal Authority,~~
which approval shall not be unreasonably withheld, conditioned or delayed; provided that if the Renewal Authority neither approves nor disapproves such plans and specifications within thirty (30) days, the Renewal Authority shall be deemed to have approved the plans and specifications, and provided further that if the Renewal Authority disapproves such plans and specifications, such disapproval will not be effective unless the reasons for disapproval are stated in writing.

10. Inspections. The Renewal Authority, through its officers, trustees, employees, consultants and other authorized representatives, will have free and unobstructed access at reasonable times to the Service Facilities for purposes of reasonable inspection.

11. Insurance. Grantees will maintain at Grantees' expense a policy or policies of insurance insuring Grantees and the Renewal Authority (as an additional insured) against all liability for injury to or death of any person occasioned by or arising out of or in any connection with the operation of the Service Facilities, with the limits of such policy or policies to be in an amount not less than TWO MILLION DOLLARS (\$2,000,000) with respect to injuries to or death of any one person and in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) with respect to any one accident. Grantees also will maintain at Grantees' expense a policy or policies of property and casualty insurance insuring the Renewal Authority and Grantees against loss or damage by fire, explosion or other casualty, which policy or policies shall cover the Service Facilities for the full insurable value thereof. In the event of damage to or destruction of the Service Facilities, all proceeds paid under such insurance policies shall be disbursed to the Operator of the Service Facilities and used to repair or replace the Service Facilities and such other purposes in connection therewith permitted by this Agreement; provided, however, that if the aggregate cost of repair and/or replacement exceeds the insured value of the Service Facilities and Grantees elect to terminate this Agreement in lieu of rebuilding the Service Facilities as provided in Section 8 above, such net insurance proceeds shall be disbursed to the Renewal Authority with itemization and documentation for any permitted expenditures therefrom. If the Renewal Authority grants a nonexclusive easement to the owner of another Development Tract, as provided in Section 4, such owner shall be included as an additional insured under the policies of insurance required by this Section. When the owner of the Redevelopment Site grants a subeasement to the owner of the Colcord Tract, the owner of the Colcord Tract shall be included as an additional insured under the policies of insurance required by this Section. Grantees hereby waive any cause of action which Grantees might now or hereafter have against the Renewal Authority on account of any loss or damages which is insured against under any insurance policy which names Grantees as insured parties. The Renewal Authority hereby waives any cause of action which the Renewal Authority might now or hereafter have against Grantees on account of any loss or damage which is insured against under any insurance policy which names the Renewal Authority as an insured party. The parties shall obtain any special endorsements required by their insurer(s) to evidence compliance with the aforementioned waivers. Grantees shall indemnify and hold the Renewal Authority harmless from and against any claims, costs, losses, damages, causes of action, or liability resulting from the negligence of any Grantee or its Permittees in connection with the use or operation of the Service Facilities, but only to the extent of the insurance proceeds payable under the policies that Grantees are required to maintain under this Agreement. Nothing herein is intended to waive the limits of liability or damages provided by the Oklahoma Governmental

Tort Claims Act, 51 O.S. § 151, *et seq.* with respect to the Renewal Authority, the City, or any other public entity.

12. No Dedication. Nothing contained in this Agreement will be deemed to constitute a gift, grant or dedication of any portion of the Service Facilities to the general public, it being the intention of the parties that this Agreement will be strictly limited to the private use of Grantees and their respective Permittees. This Agreement is intended to benefit Grantees, the owner of other Development Tracts (subject to satisfaction of the conditions in Section 4 of this Agreement), the owner of the Colcord Tract (subject to satisfaction of the conditions in Section 5 of this Agreement), and their respective successors, assigns and mortgagees, and is not intended to constitute any other person a third-party beneficiary hereunder or to give any such person any rights hereunder.

13. Default; Remedies. The Renewal Authority and Grantees agree that the provisions of this Agreement will be enforced as follows:

13.1 Injunctive Relief. In the event of any violation or threatened violation by the Renewal Authority or a Grantee of any of the provisions of this Agreement, in addition to the right to collect damages, the aggrieved party will have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, ten (10) days written notice of the violation shall be given to the party claimed to have committed such violation.

13.2 Self Help. In addition to the remedies available under Section 13.1 above, in the event the Renewal Authority or a Grantee fails to perform any of its obligations under this Agreement, the aggrieved party will have the right, without being obligated to do so, to enter upon the Service Facilities and perform the obligations of the defaulting party hereunder; provided, however, that written notice of such intention, specifying the nature of the alleged default and the actions to be performed, has been given to the defaulting party not less than ten (10) days prior to the commencement of such action or not less than twenty-four (24) hours prior to such commencement if, in the reasonable judgment of the party giving notice, such default is of an emergency nature. During such ten (10) day or twenty-four (24) hour period, as the case may be, the defaulting party will have the right to perform or commence performance of action appropriate to remedy such default, and provided such action is diligently carried to completion, the right of the aggrieved party to perform the obligation of the defaulting party will terminate. If the aggrieved party elects to perform the action to have been performed by a defaulting party, on completion of such action, or from time to time, if the action is of a continuing nature, an itemized statement of the cost thereof will be submitted to the defaulting party and the amount thereof will be immediately due and payable by the defaulting party which amount will bear interest at the rate of eighteen percent (18%) per annum until paid.

13.3 Force Majeure. If performance of any action by a party to this Agreement is prevented or delayed by an act of God, war, labor disputes or other cause beyond the reasonable control of such party, the time for the performance of such action will be extended for the period that such action is delayed or prevented by such cause.

~~13.4 Notice of Default.~~ A party will not be deemed to be in default under this Agreement unless the party has received written notice specifying the nature of such default and has failed to cure or commence appropriate action to cure such default within the times herein provided.

13.5 No Termination. No breach of this Agreement will entitle a party to cancel, rescind, or otherwise terminate this Agreement, unless such breach is determined by a court of competent jurisdiction to be a continuing and willful breach of the defaulting party. The foregoing limitation will not affect, in any manner, any other right or remedy that a party might have by reason of any breach of this Agreement.

14. Miscellaneous. The parties further agree as follows:

14.1 Notices. All notices, statements, demands, approvals and other communications given pursuant to this Agreement will be in writing and will be deemed to have given (a) when delivered in person to the party designated to receive such notice or (b) on the date following the day sent by overnight courier, or (c) on the third business day after the same is sent by certified or registered mail, postage prepaid, to the parties at the addresses listed below, or to such other or additional addresses as any party might designate by written notice to the other parties:

OCURA: Oklahoma City Urban Renewal Authority
Suite 2400, 204 North Robinson
Oklahoma City, Oklahoma 73102
Attn: Joe Van Bullard, Executive Director

City: The City Of Oklahoma City
200 N. Walker, 3rd Floor
Oklahoma City, Oklahoma 73102
Attn: City Manager

Oklahoma Tower: Oklahoma Tower Realty Investors, LLC
1601 N.W. Expressway, Suite 500
Oklahoma City, Oklahoma 73118
Attn: Mark L. Beffort

Corporate Tower: Corporate Tower, LLC
1601 N.W. Expressway, Suite 500
Oklahoma City, Oklahoma 73102
Attn: Mark L. Beffort

Redeveloper: Devon World Headquarters, L.L.C.
20 North Broadway
Oklahoma City, Oklahoma 73102
Attn: Klaholt P. Kimker

14.2 Attorneys' Fees. If any party institutes any action or proceeding relating to the provisions of this Agreement or any default hereunder, the unsuccessful party (or parties) in such action will reimburse the successful party (or parties) therein for the reasonable value of attorneys' services and disbursements incurred by the successful party (ies).

~~14.3~~ Waiver of Default. No waiver of any default by any party will be implied from the failure by the non-defaulting party to take any action in respect of such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Agreement will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by a party will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights and remedies provided by this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which a party might otherwise have by virtue of a default under this Agreement and the exercise of any right or remedy by any party will not impair such party's standing to exercise any other right or remedy

14.4 No Partnership. Nothing contained in this Agreement and no action by any of the parties to this Agreement will be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or a partnership, or a joint venture, or any association between the parties.

14.5 Severability. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

14.6 Governing Law. This Agreement will be construed in accordance with the internal laws of the State of Oklahoma. The parties understand and acknowledge that the City, as owner of the Library Tract, is a municipal corporation and political subdivision of the State of Oklahoma, created and existing under the Constitution and laws of the State of Oklahoma. The parties further acknowledge that the obligations, duties and liabilities imposed on the City under this agreement are subject to and limited by the Constitution and laws of the State of Oklahoma, including but not limited to, Article X, Section 26 of the Oklahoma Constitution; the Oklahoma Political Subdivision Tort Claims Act, 51 Okla. Stat. § 151, *et seq.* and the Municipal Budget Act, 11 Okla. Stat. § 17-101, *et seq.* If the Library Tract is no longer owned by the City or another political subdivision of the State of Oklahoma, the preceding sentence shall no longer apply.

14.7 Captions. The captions of the paragraphs of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

14.8 Time. Time is of the essence of this Agreement.

14.9 Binding Effect. The provisions of this Agreement, including the easements granted hereunder, shall run with the land described in Exhibits A and B to this Agreement, and will be binding on and inure to the benefit of the parties and their respective successors, assigns and mortgagees to the extent herein provided.

~~IN WITNESS WHEREOF~~, this instrument has been executed effective of the date first
above written.

Separate signature pages follow

[Remainder of page is blank]

OKLAHOMA CITY URBAN RENEWAL
AUTHORITY, an Oklahoma public body corporate

By

Stanton L. Young, Chairman



~~STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)~~

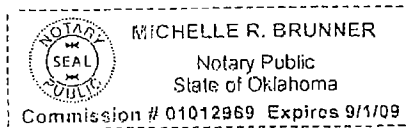
The foregoing instrument was acknowledged before me this 10 day of Sept., 2009, by Stanton L. Young, as Chairman of the Oklahoma City Urban Renewal Authority, an Oklahoma public body corporate.

Notary Public

[SEAL]

My commission expires: _____

Commission number: _____

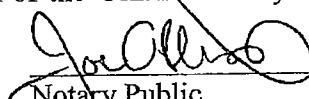


ACKNOWLEDGMENT PAGE FOR
THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 30th day of September, 2009, by Stanton L. Young, as Chairman of the Oklahoma City Urban Renewal Authority, an Oklahoma public body corporate.




Notary Public

[SEAL]

My commission expires: _____

Commission number: _____

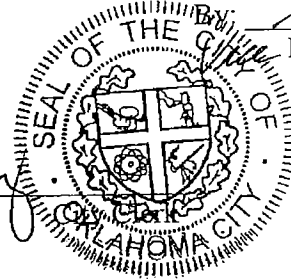
SIGNATURE AND ACKNOWLEDGMENT PAGE FOR THE CITY OF OKLAHOMA CITY

THE CITY OF OKLAHOMA CITY,
OKLAHOMA, an Oklahoma municipal corporation,

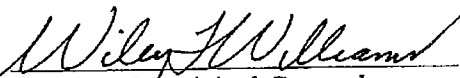
By 
Mayor

ATTEST:

[SEAL]



REVIEWED as to form and legality.


Assistant Municipal Counselor

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 15th day of October, 2009, by Gary Morris, as Vice-Mayor of the City of Oklahoma City, an Oklahoma municipal corporation.


Notary Public

[SEAL]

My commission expires:

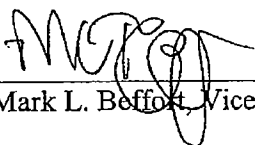
Commission number: _____



SIGNATURE AND ACKNOWLEDGMENT PAGE FOR OKLAHOMA TOWER REALTY
INVESTORS, LLC

OKLAHOMA TOWER REALTY INVESTORS,
LLC, an Oklahoma limited liability company

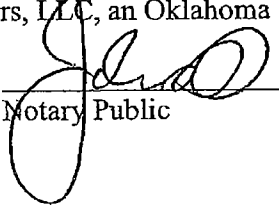
By: OKT Manager, Inc., an Oklahoma
corporation, its Manager

By: 
Mark L. Beffort, Vice President

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 1st day of October,
2009, by Mark L. Beffort, as Vice President of OKT Manager, Inc., an Oklahoma corporation,
Manager of Oklahoma Tower Realty Investors, LLC, an Oklahoma limited liability company.




Notary Public

[SEAL]

My commission expires: _____

Commission number: _____

SIGNATURE AND ACKNOWLEDGMENT PAGE FOR CORPORATE TOWER, LLC

CORPORATE TOWER, LLC, an Oklahoma limited liability company

By: CT Manager, Inc., an Oklahoma corporation, its Manager

By: [Signature]
Mark L. Beffort, Vice President

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 1st day of October, 2009, by Mark L. Beffort, as Vice President of CT Manager, Inc., an Oklahoma corporation, Manager of Corporate Tower, LLC, an Oklahoma limited liability company.



[Signature]
Notary Public

[SEAL]

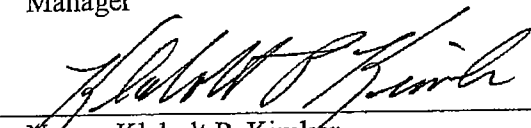
My commission expires: _____

Commission number: _____

SIGNATURE AND ACKNOWLEDGMENT PAGE FOR DEVON WORLD
HEADQUARTERS, L.L.C. by DEVON REALTY ADVISORS, L.L.C.

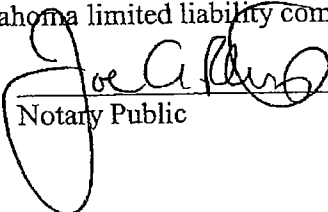
DEVON WORLD HEADQUARTERS, L.L.C., an
Oklahoma limited liability company

By: Devon Realty Advisors, L.L.C., an
Oklahoma limited liability company, its
Manager

By: 
Name: Klaholt P. Kimker
Title: President

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 1st day of October,
2009, by Klaholt P. Kimker, as President of Devon Realty Advisors, L.L.C., the Manager of
Devon World Headquarters, L.L.C., an Oklahoma limited liability company.


Notary Public



[SEAL]

My commission expires: _____
Commission number: _____

EXHIBIT A-1

VERTICAL DESCRIPTION OF SERVICE FACILITIES EASEMENT AREA

An easement providing for both horizontal and vertical clearance for operation and maintenance of a structure having certain drives, ramp and truck dock areas for motor vehicles (the "Service Facilities"). The horizontal dimensions of this easement correspond exactly with the legal descriptions of the real estate more particularly described in Exhibit A-2 attached as a part hereof. The lower limits of the vertical dimensions of this easement lie in a bed of shale rock located at approximately 49 feet below the ground surface, into which the footings of the structural supporting piers for the Service Facilities are secured. Generally, the upper limits of the vertical dimensions of the subsurface easement under the real estate more particularly described in Parts II, III, IV and V of Exhibit A-2 will be the upper surface of the ceiling slab for the Service Facilities.

EXHIBIT A-2

HORIZONTAL DESCRIPTION OF SERVICE FACILITIES EASEMENT AREA

PART I:

A tract of land being part of Block 50, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, together with portions of the vacated east-west alley as shown on said plat, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 603.12 feet to a point 180.00 feet South 01°23'01" West of the north line of said Block 50, said point being the POINT OF BEGINNING;

THENCE continuing North 01°23'01" East, parallel with the west line of said Block 50, a distance of 40.00 feet to the southwest corner of the tract of land described in that certain SPECIAL WARRANTY DEED recorded in Book 7960, Page 43, Oklahoma County records (hereinafter called "Library Tract");

THENCE South 88°38'31" East, along the south line of said Library Tract, a distance of 360.00 feet to the southeast corner of said Library Tract, said point also being on the west line of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma (hereinafter the "Public Easement");

THENCE southerly, along the west line of said Public Easement, the following three (3) courses:

1. South 01°23'01" West a distance of 29.88 feet,
2. South 88°38'31" East a distance of 11.86 feet,
3. South 01°25'45" West a distance of 10.12 feet;

THENCE North 88°38'31" West a distance of 371.86 feet to the POINT OF BEGINNING.

PART II: (Subsurface)

A tract of land being part of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, and being in OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian,

~~City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:~~

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 603.12 feet to a point 180.00 feet South 01°23'01" West of the north line of said Block 50;

THENCE South 88°38'31" East, parallel with the north line of said Block 50, a distance of 371.86 feet to a point on the west line of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma (hereinafter the "Public Easement"), said point being the POINT OF BEGINNING;

THENCE Northerly, along the west line of said Public Easement, the following three (3) courses:

1. North 01°25'45" East a distance of 10.12 feet,
2. North 88°38'31" West a distance of 11.86 feet,
3. North 01°23'01" East, passing at 29.88 feet the southeast corner of the tract of land described in that certain SPECIAL WARRANTY DEED recorded in Book 7960, Page 43, Oklahoma County records, and continuing for a total distance of 33.50 feet;

THENCE South 88°38'31" East a distance of 76.88 feet, to a point on the east line of the Public Easement;

THENCE South 01°25'45" West, along said east line, a distance of 49.00 feet;

THENCE North 88°38'31" West a distance of 65.00 feet to a point on the west line of the Public Easement;

THENCE North 01°25'45" East, along the west line of the Public Easement, a distance of 5.38 feet to the POINT OF BEGINNING.

PART III (Subsurface):

A tract of land being part of Block 35, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, together with portions of the vacated east-west alley as shown on said plat, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 603.12 feet to a point 180.00 feet South 01°23'01" West of the north line of said Block 50;

THENCE South 88°38'31" East, parallel with the north line of said Block 50, passing at a distance of 371.86 feet the west line of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma (hereinafter the "Public Easement"), and continuing for a total distance of 436.86 feet to a point on the east line of the Public Easement, said point being the POINT OF BEGINNING;

THENCE North 01°25'45" East, along the east line of said Public Easement, a distance of 55.00 feet;

THENCE South 88°38'31" East, parallel with the north line of Block 35, passing at 52.94 feet the southwest corner of the tract of land described in SPECIAL WARRANTY DEED recorded in Book 9694, Page 628, records of Oklahoma County, Oklahoma (hereinafter the "Oklahoma Tower Tract"), and continuing along the south line of the Oklahoma Tower Tract for a total distance of 195.35 feet;

THENCE South 01°21'14" West, passing at a distance of 54.70 feet the northwest corner of the tract of land described in the LIMITED LIABILITY COMPANY WARRANTY DEED recorded in Book 10188, Page 887, records of Oklahoma County, Oklahoma (hereinafter the "Corporate Tower Tract"), and continuing along the west line of the Corporate Tower Tract a total distance of 55.00 feet;

THENCE North 88°38'31" West a distance of 195.42 feet to the POINT OF BEGINNING.

PART IV (Subsurface):

A tract of land being parts of Blocks 34 and 35, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, together with portions of vacated Main Street as shown on said plat, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 603.12 feet to a point 180.00 feet South 01°23'01" West of the north line of said Block 50;

THENCE South 88°38'31" East, parallel with the north line of said Block 50, passing at a distance of 371.86 feet the west line of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma (hereinafter the "Public Easement"), passing at 436.86 feet the east line of said PUBLIC EASEMENT, and continuing for a total distance of 572.16 feet to the POINT OF BEGINNING;

THENCE continuing South 88°38'31" East, parallel with the north line of Blocks 50 and 35, a distance of 60.12 feet to a point on the west line of the tract of land described in the LIMITED LIABILITY COMPANY WARRANTY DEED recorded in Book 10188, Page 887, records of Oklahoma County, Oklahoma (hereinafter the "Corporate Tower Tract"), said point being 0.30 feet South 01°21'14" West of the northwest corner of said Corporate Tower Tract;

THENCE South 01°21'14" West, along the west line of the Corporate Tower Tract and parallel with the east line of Block 35 and 34 of said OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 125.30 feet to the southwest corner of the Corporate Tower Tract;

THENCE North 88°38'31" West a distance of 12.15 feet;

THENCE South 01°21'14" West, passing at a distance of 78.44 feet the northwest corner of the tract of land described in the GENERAL WARRANTY DEED recorded in Book 6791, Page 435, records of Oklahoma County, Oklahoma (hereinafter the "55 North Robinson Tract"), and continuing along the west line of said 55 North Robinson Tract for a total distance of 172.50 feet;

THENCE North 88°38'06" West a distance of 48.28 feet;

THENCE North 01°24'52" East, in part along the east face of an existing parking garage, a distance of 297.81 feet to the POINT OF BEGINNING.

PART V (Subsurface):

A tract of land being part of Block 35, and a portion of the partially vacated east-west alley in said Block 35, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 603.12 feet to a point 180.00 feet South 01°23'01" West of the north line of said Block 50;

THENCE South 88°38'31" East, parallel with the north line of said Blocks 50 and 35, passing at a distance of 371.86 feet the west line of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma (hereinafter the "Public Easement"), passing at 436.86 feet the east line of said Public Easement, and continuing for a total distance of 632.28 feet to a point on the west line of the tract of land described in the LIMITED LIABILITY COMPANY WARRANTY DEED recorded in Book 10188, Page 887, records of Oklahoma County, Oklahoma (hereinafter the "Corporate Tower Tract");

THENCE North 01°21'14" East, along the west line of the Corporate Tower Tract, a distance of 0.30 feet to the northwest corner of the Corporate Tower Tract and the POINT OF BEGINNING;

THENCE continuing North 01°21'14" East, parallel with the east line of said Block 35, a distance of 54.70 feet to a point on the south line of the tract of land described in SPECIAL WARRANTY DEED recorded in Book 9694, Page 628, records of Oklahoma County, Oklahoma (hereinafter the "Oklahoma Tower Tract");

THENCE South 88°38'31" East, along the south line of the Oklahoma Tower Tract, parallel with the north line of said Block 35, a distance of 42.60 feet to the southeast corner of the Oklahoma Tower Tract;

THENCE South 01°21'29" West a distance of 54.70 feet to a point on the north line of the Corporate Tower Tract;

THENCE North 88°38'31" West, along the north line of the Corporate Tower Tract, a distance of 42.60 feet to the POINT OF BEGINNING.

PART VI: (Subsurface)

A tract of land being part of vacated Main Street lying between Blocks 34 and 35, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 603.12 feet to a point 180.00

feet South 01°23'01" West of the north line of said Block 50;

THENCE South 88°38'31" East, parallel with the north line of said Block 50, passing at a distance of 371.86 feet the west line of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma (hereinafter the "Public Easement"), passing at 436.86 feet the east line of said PUBLIC EASEMENT, and continuing for a total distance of 632.28 feet to a point on the west line of the tract of land described in the LIMITED LIABILITY COMPANY WARRANTY DEED recorded in Book 10188, Page 887, records of Oklahoma County, Oklahoma (hereinafter the "Corporate Tower Tract"), said point being 0.30 feet South 01°21'14" West of the northwest corner of said Corporate Tower Tract;

THENCE South 01°21'14" West, along the west line of the Corporate Tower Tract and parallel with the east line of Blocks 35 and 34 of said OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 125.30 feet to the southwest corner of the Corporate Tower Tract;

THENCE North 88°38'31" West a distance of 4.47 feet to the POINT OF BEGINNING;

THENCE South 23°53'58" West a distance of 20.03 feet;

THENCE North 01°21'14" East, parallel with the east line of Blocks 35 and 34 of said OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 18.50 feet;

THENCE South 88°38'31" East a distance of 7.68 feet to the POINT OF BEGINNING.

EXHIBIT A-3

LIBRARY EASEMENT AREA
(Part I of Service Facilities Easement Area)

A tract of land being part of Block 50, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, together with portions of the vacated east-west alley as shown on said plat, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 603.12 feet to a point 180.00 feet South 01°23'01" West of the north line of said Block 50, said point being the POINT OF BEGINNING;

THENCE continuing North 01°23'01" East, parallel with the west line of said Block 50, a distance of 40.00 feet to the southwest corner of the tract of land described in that certain SPECIAL WARRANTY DEED recorded in Book 7960, Page 43, Oklahoma County records (hereinafter called "Library Tract");

THENCE South 88°38'31" East, along the south line of said Library Tract, a distance of 360.00 feet to the southeast corner of said Library Tract, said point also being on the west line of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma (hereinafter the "Public Easement");

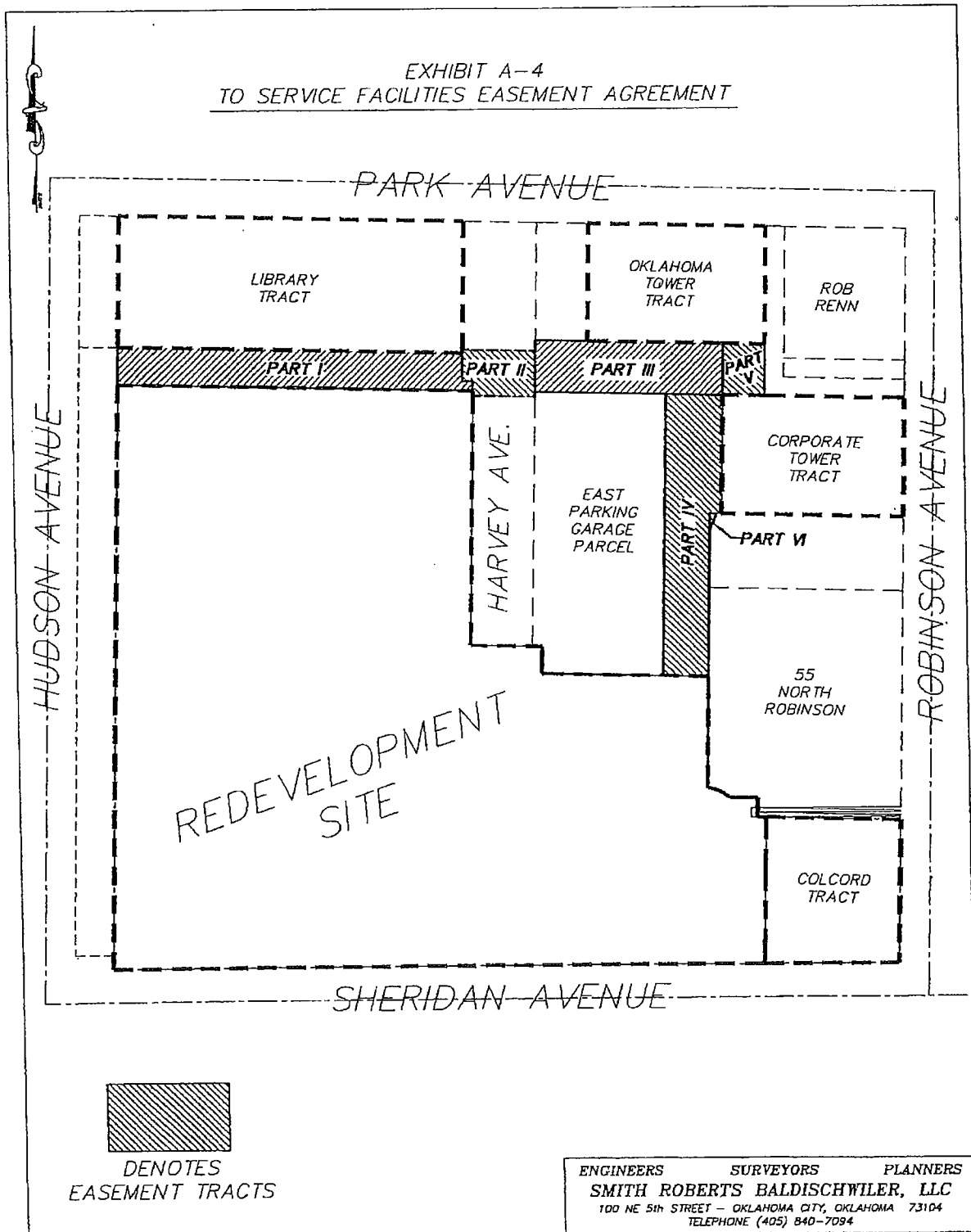
THENCE southerly, along the west line of said Public Easement, the following three (3) courses:

1. South 01°23'01" West a distance of 29.88 feet,
2. South 88°38'31" East a distance of 11.86 feet,
3. South 01°25'45" West a distance of 10.12 feet;

THENCE North 88°38'31" West a distance of 371.86 feet to the POINT OF BEGINNING.

EXHIBIT A-4

DEPICTION OF SERVICE FACILITIES EASEMENT AREA



~~EXHIBIT B-1~~

LEGAL DESCRIPTION OF OKLAHOMA TOWER TRACT

A tract or parcel of land located in Block 35, OKLAHOMA CITY ORIGINAL TOWNSITE, and being a part of the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Beginning at a point on the North line of Block 35, OKLAHOMA CITY ORIGINAL TOWNSITE, which point is 145.00 feet North 88°32'54" West of the Northeast corner of said Block 35; Thence North 88°32'54" West, along said North line of said Block 35, a distance of 185.00 feet; Thence South 01°27'06" West a distance of 125.00 feet; Thence South 88°32'54" East a distance of 185.00 feet; Thence North 01°27'06" East a distance of 125.00 feet to the point or place of beginning.

~~EXHIBIT B-2~~

LEGAL DESCRIPTION OF CORPORATE TOWER TRACT

The South 120.3 feet of Lots One (1) through Seven (7) inclusive and the South 120.3 feet of the East 12.6 feet of Lot Eight (8), all in Block Thirty-five (35), OKLAHOMA CITY ORIGINAL TOWNSITE, and the North 5.3 feet of Main Street located contiguous thereto, Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

EXHIBIT B-3

LEGAL DESCRIPTION OF REDEVELOPMENT SITE

A tract of land being parts of Blocks 34, 50 and 51, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, together with portions of vacated alleys, Main Street, Harvey Avenue and Sheridan Avenue as shown on said plat, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of said Block 51, OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet to the POINT OF BEGINNING;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, a distance of 603.12 feet to a point 180.00 feet South 01°23'01" West of the north line of said Block 50;

THENCE South 88°38'31" East, parallel with the north line of said Block 50, a distance of 371.86 feet to a point on the west line of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma;

THENCE South 01°25'45" West, along said west line, a distance of 269.06 feet;

THENCE South 88°38'06" East a distance of 75.07 feet;

THENCE South 01°21'14" West a distance of 28.71 feet;

THENCE South 88°38'06" East a distance of 173.55 feet to a point on the west line of the tract of land described in the GENERAL WARRANTY DEED recorded in Book 6791, Page 435, records of Oklahoma County, Oklahoma (hereinafter the "55 North Robinson Tract");

THENCE along the boundary of the 55 North Robinson Tract the following four (4) courses:

1. South 01°21'14" West a distance of 117.59 feet,
2. Southeasterly along a non tangent curve to the right having a radius of 40.00 feet (said curve subtended by a chord which bears South 65°21'26" East a distance of 25.35 feet) for an arc distance of 25.80 feet,
3. South 89°48'17" East a distance of 27.68 feet,
4. South 01°21'14" West, passing at 10.93 feet the most southerly southwest corner of said 55 North Robinson Tract, and continuing for a total distance of 20.96 feet to a point on the south line of that certain alley established by ORDINANCE NO. 170 of the City of Oklahoma City, said ordinance recorded in Book 2, Page 49, records of Oklahoma County, Oklahoma;

THENCE South $88^{\circ}47'54''$ East, along the south line of said alley, a distance of 8.84 feet;

THENCE South $01^{\circ}21'14''$ West, 10 feet east of and parallel with the west line of Lot 6 of said Block 34, passing at 139.15 feet the south line of said Block 34, and continuing for a total distance of 154.15 feet;

THENCE South $89^{\circ}49'35''$ West, 15 feet south of and parallel with the south line of Blocks 34 and 51, a distance of 680.48 feet;

THENCE North $01^{\circ}23'01''$ East a distance of 15.01 feet to the POINT OF BEGINNING.

EXHIBIT B-4

LEGAL DESCRIPTION OF LIBRARY TRACT

A portion of Lots 18 through 32, Block 50, Oklahoma City Original Addition, more specifically described as follows:

Beginning at a point which is the Northeast corner of Lot 32;

Thence South along the East lot line of Lot 32 to the Southeast corner of Lot 32;

Thence West along the South lot lines of Lots 32 to 18 to a point 10 feet West of the East lot line of Lot 18;

Thence Northward to a point in the north lot line of Lot 18 which is 10 feet West of the East lot line of Lot 18;

Thence East along the North lot lines of Lots 18 to 32 to the point of beginning, expressly excluding the North Half of the vacated 20 foot alley adjoining on the South.

~~EXHIBIT B-5~~

LEGAL DESCRIPTION OF COLCORD TRACT

All of Lots One (1) through Five (5), and the East 15 feet of Lot Six (6), in Block Thirty-Four (34), of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof, together with the vacated portion of Sheridan Avenue adjoining on the south.

LESS AND EXCEPT a triangular piece of land described as beginning at a point on the East line of Lot 1 which is 3.6 feet South of the NE corner of Lot 1; Thence North $01^{\circ}27'47''$ East a distance of 3.6 feet to the NE corner of said Lot 1; Thence South $89^{\circ}54'00''$ West a distance of 140 feet to a point on the North line of Lot 6 which is 15 feet West of the NE corner; Thence South $01^{\circ}27'47''$ West a distance of 0.24 feet; Thence South $88^{\circ}43'29''$ East a distance of 139.95 feet more or less to the point or place of beginning.

EXHIBIT B

SERVICE FACILITIES RULES AND REGULATIONS

1. Registration. All deliveries must be entered in the register located at the Service Facilities. Registration will require all persons making deliveries through the Service Facilities to record: (1) the time of entry and departure; and (b) the name(s) of the person(s) to whom the delivery was made.
2. Prohibited Uses. No person(s) authorized to use the Service Facilities will: (a) park in the Service Facilities for lunch breaks; (b) leave a vehicle running while parked in the Service Facilities; or (c) block trash compactors, Service Facilities lifts, doors or other vehicles.
3. Construction Contractors. A list of construction contractors and subcontractors proposing to use the Service Facilities will be furnished to the Operator. Subject to permission given by the Operator, and in the Operator's reasonable discretion, each contractor may park one (1) vehicle in the Service Facilities.
4. Janitorial Contractors. Janitorial contractors of the owners of the Oklahoma Tower Tract, the Corporate Tower Tract, and the Colcord Tract will be allowed to park two (2) vehicles in the Service Facilities during cleaning hours.
5. Freight Elevators. All persons making deliveries to Oklahoma Tower and Corporate Tower will use the respective freight elevators exclusively.
6. Towing. Any vehicle(s) parked in the Service Facilities in violation of any of the Rules and Regulations will be subject to towing and all other remedies available under applicable law.

EXHIBIT C

JOINDER AGREEMENT

The undersigned is executing and delivering this Joinder Agreement pursuant to the Service Facilities Operation and Maintenance Agreement dated as of October ____, 2009 (the "O&M Agreement") among Oklahoma Tower Realty Investors, LLC, Corporate Tower, LLC, Devon World Headquarters, L.L.C., and The City of Oklahoma City.

By executing and delivering this Joinder Agreement, the undersigned hereby agrees to become a party to, to be bound by, and to comply with all the provisions of the O&M Agreement in each case in the same manner as if the undersigned were an original signatory to the O&M Agreement. Following execution of this Joinder Agreement, the undersigned shall be deemed to be an Owner and/or a Non-Operator, as applicable, as such terms are used in the O&M Agreement.

Executed and delivered this ____ day of _____, 20__.

_____, a

By: _____
Name: _____
Title: _____

Notice Address:

**Original Release of Dedication of Easement
pertaining to easement recorded in Book 6413, page
277, held in escrow by Lawyers Title pursuant to
Escrow Agreement – to be released upon written
confirmation from Devon to Lawyers Title and OCURA
that a replacement easement in favor of and
accepted by OG&E has been recorded.**

24714

RELEASE OF DEDICATION OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That The City of Oklahoma City, a Municipal Corporation, being the owner of an easement over, across and under the following described property in Oklahoma County, Oklahoma, to-wit:

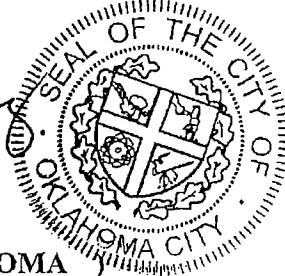
See Attachment "A"

such easement having been created by a written instrument granted by the Oklahoma City Urban Renewal Authority, a public body corporate, recorded on the 1st day of April, 1993, at book 6413 and page 0277, in the Office of the County Clerk of Oklahoma County, Oklahoma, does hereby and by these presents, for good and valuable consideration, release, terminate, extinguish, and abandon the above easement.

DATED this 1st day of October, 2009.

ATTEST:

Maureen K. Serr
City Clerk



THE CITY OF OKLAHOMA CITY

BY:

Mike Mann
Mayor

STATE OF OKLAHOMA

) ss

COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mick Cornett, to me known to be the identical person who executed the within and foregoing instrument as the Mayor of The City of Oklahoma City, and he acknowledged to me that he executed the same as his free and voluntary act and deed and the free and voluntary act and deed of The City of Oklahoma City for the uses and purposes therein set forth.

Given under my hand and seal this 1st day of October, 2009.



Cynthia L. Workman
Notary Public

Reviewed for form and legality:

Wiley H. Williams
Assistant Municipal Counselor

Attachment “A”

B-11
#16

THE CITY OF OKLAHOMA CITY
OFFICE OF CITY CLERK
208 MUNICIPAL BUILDING
OKLAHOMA CITY, OKLAHOMA 73102

E 24,714
CORRECTED
DEDICATION OF EASEMENT

BOOK 6413 PAGE 0277

REC. NO. 311493
DATE 10/19/93
FEE 10.00
DCC NUMBER 00038722
TIME 10:19 AM
JAN 3 1994
OKLAHOMA COUNTY CLERK
RECORDED AND FILED

The Oklahoma City Urban Renewal Authority, a public corporate, (hereinafter referred to as "Grantor") does hereby and convey unto the City of Oklahoma City (hereinafter referred to as "Grantee") an easement correcting the Dedication of Easement recorded in Book 6356, Page 2356, in the records of the County Clerk of Oklahoma County, State of Oklahoma, in and to the following described property, to wit:

A tract piece or parcel of land lying in Block 34 of the OKLAHOMA CITY ORIGINAL TOWNSITE, a part of the SE 1/4 of Section 33, Township 12 North, Range 3 West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Commencing at the SE corner of Block 34 of the Original Oklahoma City Townsite, Thence S 89°56'00"W along the south line of said Block 34, a distance of 140.00 feet to the point or place of BEGINNING, Thence continuing S 89°56'00"W along said line, a distance of 8.00 feet, Thence N 01°27'47"E, a distance of 160.93 feet, Thence S 89° 42'20"E a distance of 8.00 feet, Thence S 1°27'47"W a distance of 160.88 to the point or place of Beginning.

for the purpose of establishing, constructing, servicing, maintaining and repairing underground public utilities as may be necessary from time to time, with the right of ingress and egress.

Grantee further agrees that Grantor, its successors and assigns may install asphalt and concrete pavement curb and gutter and landscaping over the easement area; and Grantor hereby reserves such rights.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever, and the said easement is to be exclusively used for the establishment, construction, service maintenance and repair of underground public utilities, in accordance with the restrictions, covenants, and provisions of the Central Business District Urban Renewal Plan, Project No. OKLA. R-30.

As a part of the consideration for and as a condition of acceptance of the said above described property, the Grantee further covenants and agrees for itself and its successors and assigns forever, not to discriminate upon the basis of race, color, creed, or national origin in the use of said property and improvements to be erected thereon.

DATED this 4th day of December, 1992.

OKLAHOMA CITY URBAN RENEWAL
AUTHORITY, Grantor

Clyde Mues
Secretary

By K. E. Smith
Vice Chairman

STATE OF OKLAHOMA,)
COUNTY OF OKLAHOMA.) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of December, 1992, personally appeared K. E. Smith and Clyde Mues, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instruments as its Chairman and Secretary and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of such public body corporate, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission expires: February 14, 1993

Sharon Stuebel
Notary Public

ACCEPTED BY City Council of the City of Oklahoma
City this 16 day of November, 1992.

Approved as to form and legality
Harold L. Sumner
ASST. MUNICIPAL COUNSELOR

Harold L. Sumner
City Clerk

(19)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Doc # 2009133210
Bk 11212
Pg 1114-1118
DATE 10/08/09 10:14:43
Filing Fee \$21.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Gaudill

EXEMPT DOCUMENTARY STAMP TAX
O.S. Title 68, Article 32, Section 3202, Paragraph 11

(SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY)

Oklahoma City Planning Commission
Deed Approval # 22853

QUIT CLAIM DEED
2871A

SEP 29 2009

KNOW ALL MEN BY THESE PRESENTS:

That The City of Oklahoma City, a municipal corporation, party of the first part, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby quit claim, grant, bargain, sell, and convey unto the Oklahoma City Urban Renewal Authority, a public body corporate, party of the second part, all its rights, title, interest, estate, and every claim and demand, both at law and in equity, in and to the following described real property, to-wit:

1. The east 9 feet of Lot 26, Block 51, of said OKLAHOMA CITY ORIGINAL TOWNSITE as established by Ordinance No. 1091 recorded in Book 10 Misc., page 518, records of Oklahoma County, Oklahoma; and

2. The North ten feet of the following described tract:

A tract of land being part of Block 50, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, together with portions of the vacated east-west alley as shown on said plat, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:
COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 603.12 feet to a point 180.00 feet South 01°23'01" West of the north line of said Block 50, said point being the POINT OF BEGINNING;

THENCE continuing North 01°23'01" East, parallel with the west line of said Block 50, a distance of 40.00 feet;

THENCE South 88°38'31" East, parallel with the north line of said Block 50, a distance of 101.97 feet;

THENCE South 01°25'45" West a distance of 40.00 feet;

THENCE North 88°38'31" West, parallel with the north line of said Block 50, a distance of

Lawyers Title of Oklahoma City, Inc.
410 N. Walnut, Suite 100
Oklahoma City, OK 73104
File # 20909-08055

~~101.94 feet to the POINT OF BEGINNING; and~~

3. A tract of land being part of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma (hereinafter the "Public Easement Dedication Tract"), and described by metes and bounds as follows: COMMENCING at the southwest corner of Block 51, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, Oklahoma County, Oklahoma;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 783.12 feet to a point on the north line of said Block 50;

THENCE South 88°38'31" East, along the north line of said Block 50 and Block 35, a distance of 360.00 feet to the northwest corner of the Public Easement Dedication Tract;

THENCE along the westerly, southerly and easterly lines of the Public Easement Dedication Tract the following six (6) courses:

1. South 01°23'01" West a distance of 169.88 feet,

2. South 88°38'31" East a distance of 11.86 feet,

3. South 01°25'45" West a distance of 279.18 feet to the POINT OF BEGINNING,

4. continuing South 01°25'45" West a distance of 29.15 feet to the southwest corner of the Public Easement Dedication Tract,

5. South 88°34'15" East a distance of 65.00 feet to the southeast corner of the Public Easement Dedication Tract,

6. North 01°25'45" East, along the east line of the Public Easement Dedication Tract, a distance of 29.23 feet;

THENCE North 88°38' 06" West a distance of 65.00 feet to the POINT OF BEGINNING.

4. **The subsurface (below grade only)** of a tract of land being part of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, and being in OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 603.12 feet to a point 180.00 feet South 01°23'01" West of the north line of said Block 50;

THENCE South 88°38'31" East, parallel with the north line of said Block 50, a distance of 371.86 feet to a point on the west line of that certain PUBLIC EASEMENT DEDICATION

recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma (hereinafter the "Public Easement"), said point being the POINT OF BEGINNING;

THENCE Northerly, along the west line of said Public Easement, the following three (3) courses:

1. North 01°25'45" East a distance of 10.12 feet,
2. North 88°38'31" West a distance of 11.86 feet,
3. North 01°23'01" East a distance of 33.50 feet;

THENCE South 88°38'31" East a distance of 76.88 feet), a point on the east line of the PUBLIC EASEMENT;

THENCE South 01°25'45" West, along said east line, a distance of 49.00 feet;

THENCE North 88°38'31" West a distance of 65.00 feet to a point on the west line of the PUBLIC EASEMENT;

THENCE North 01°25'45" East, along the west line of the PUBLIC EASEMENT, a distance of 5.38 feet to the POINT OF BEGINNING.

5. A parcel or tract of land lying in Block 50, all in OKLAHOMA CITY ORIGINAL TOWNSITE, Southeast Quarter (SE/4), Section 33, Township 12 North, Range 3 West, Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

COMMENCING at a point on the South line of Block 51, which point is 40 feet east of the Southwest corner of said Block 51, said point lying on the east right-of-way line of Hudson Avenue; THENCE North 01°23'01" East along said east right-of-way line a distance of 643.13 feet, to a point located on the South lot line of Lot 18, Block 50 of OKLAHOMA CITY ORIGINAL TOWNSITE; THENCE South 88°38'31" East along said South lot line a distance of 101.97 feet to the POINT OF BEGINNING; THENCE South 88°38'31" East along said South lot line a distance of 258.04 feet to the Southeast corner of Lot 32, Block 50 of OKLAHOMA CITY ORIGINAL TOWNSITE; THENCE South 01°23'01" West a distance of 29.88 feet; THENCE North 88°38'31" West a distance of 258.04 feet; THENCE North 01°25'45" East a distance of 29.88 feet to the POINT OF BEGINNING;

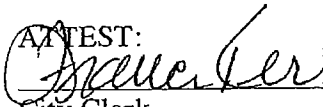
Said parcel or tract of land contains 7,710.24 square feet, more or less.

To Have and to Hold the above described premises unto said party of the second part, the Oklahoma City Urban Renewal Authority, its successors and assigns, forever.

APPROVED by the City Council and **SIGNED** by the Mayor of The City of Oklahoma City this 1ST day of OCTOBER 2009.

[Signature Pages Follow]

THE CITY OF OKLAHOMA CITY

ATTEST:

City Clerk

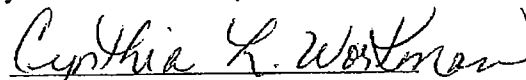



STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

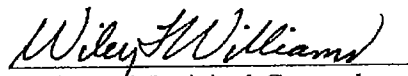
This instrument was acknowledged before me on the 1st day of October, 2009, by Gary Marrs, Vice-Mayor of The City of Oklahoma City, Oklahoma.

My Commission expires:



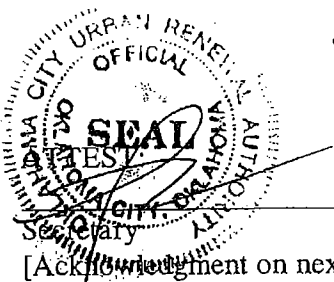

Notary Public, Commission No.

REVIEWED for form and legality.


Assistant Municipal Counselor

ACCEPTED by the Commissioners and SIGNED by the Chairman of the Oklahoma City Urban Renewal Authority this 1 day of October, 2009.

OKLAHOMA CITY URBAN RENEWAL AUTHORITY


[Acknowledgment on next page]


CHAIRMAN

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on the 1st day of October, 2009, by Stanton L. Young, Chairman of the Oklahoma City Urban Renewal Authority, Oklahoma.

My Commission expires:

Gra M. Berry
Notary Public, Commission No. 7

(Seal)



Oklahoma City Planning Commission

Deed Approval # 22,855

SEP 29 2009

Doc # 2009133212
Sk 11212
Ps 1132-1147
DATE 10/06/09 10:18:21
Filing Fee \$43.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolann Caudill

STIPULATION AND CONFIRMATION OF PRIOR CONVEYANCES

(Robinson, Park, Sheridan & Hudson Super Block)

(Exempt Oklahoma Documentary Stamp Tax-Consideration Less Than \$100.00)

This Stipulation and Confirmation of Prior Conveyances (this "Stipulation") is entered into this 1st day of October, 2009 among Oklahoma City Urban Renewal Authority, a public body corporate (herein the "Renewal Authority"), whose mailing address is 204 North Robinson, Suite 2400, Oklahoma City, Oklahoma 73102; Central Oklahoma Transportation and Parking Authority, a public trust (herein the "Parking Authority"), whose mailing address is 300 SW 7th Street, Oklahoma City, Oklahoma 73109; and the City of Oklahoma City, a municipal corporation (herein the "City"), whose mailing address is 200 N. Walker, 2nd Floor, Oklahoma City, Oklahoma 73102. The Renewal Authority, the Parking Authority and the City are hereinafter collectively referred to as the "Parties."

RECITALS:

WHEREAS, the Parties each own separate tracts of land within the four-block area located in Oklahoma City bounded by Robinson Avenue, Sheridan Avenue, Park Avenue and Hudson Avenue (the "Super Block") pursuant to previously recorded conveyances (the "Prior Conveyances") which have been recorded in the Office of the County Clerk of Oklahoma County, Oklahoma; and

WHEREAS, the configuration of the tracts of land owned by the Parties within the Super Block as of the date of this Stipulation results from the assemblage of separate tracts of land and the conveyance of portions of other tracts originally owned by the Parties, all as established by the Prior Conveyances; and

WHEREAS, it was the intention of the Parties that the Prior Conveyances would result in the Parties holding title to the tracts of land within the Super Block as established by this Stipulation; and

WHEREAS, the Parties desire to establish of record the legal description of the tracts of land within the Super Block owned by each after taking into account the Prior Conveyances and further to eliminate the possibility of any gap, gore or overlap resulting from the legal descriptions utilized in the Prior Conveyances.

AGREEMENTS:

NOW, THEREFORE, the Parties stipulate and agree as follows:

Effective as of the date hereof, the Renewal Authority shall be the owner of that land in the Super Block described on Exhibit A attached hereto (the "Renewal Authority Land"); and

~~Effective as of the date hereof, the Parking Authority shall be the owner of that land in the Super Block described on Exhibit B attached hereto (the "Parking Authority Land"); and~~

Effective as of the date hereof, the City shall be the owner of that land in the Super Block described on Exhibit C attached hereto (the "City Land").

CROSS-CONVEYANCE:

In consideration of the mutual benefits to be derived by the parties, and the sum of Ten Dollars (\$10.00) in hand paid by each of the Parties to the others, the receipt and sufficiency of which are hereby acknowledged:

The Parking Authority and the City do grant, bargain, quit-claim, sell and convey to the Renewal Authority, the Renewal Authority Land, together with the improvements thereon and the appurtenances thereunto belonging, to have and to hold the Renewal Authority Land unto the Renewal Authority, its successors and assigns, forever, subject to all mortgages, liens, easements and restrictive covenants of record.

The Renewal Authority and the City do grant, bargain, quit-claim, sell and convey to the Parking Authority, the Parking Authority Land, together with the improvements thereon and the appurtenances thereunto belonging, to have and to hold the Parking Authority Land unto the Parking Authority, its successors and assigns, forever, subject to all mortgages, liens, easements and restrictive covenants of record.

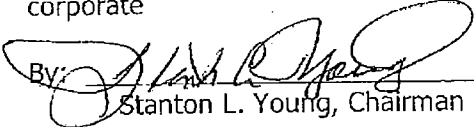
The Renewal Authority and the Parking Authority do grant, bargain, quit-claim, sell and convey to the City, the City Land, together with the improvements thereon and the appurtenances thereunto belonging, to have and to hold the City Land unto the City, its successors and assigns, forever, subject to all mortgages, liens, easements and restrictive covenants of record.

Notwithstanding the recitations, agreements and cross-conveyances set forth herein, this Stipulation shall not be construed to divest any of the Parties of title to any land located within the Super Block, which is vested in any of the Parties pursuant to the Prior Conveyances, which is not located within the Renewal Authority Land, the Parking Authority Land or the City Land. Further, no unreleased easement right previously reserved or vested in any of the Parties over any portion of the Renewal Authority Land, the Parking Authority Land or the City Land shall be terminated or extinguished by this Stipulation.

Signatures appear on the following page

Signature Page to Stipulation and Confirmation of Prior Conveyances

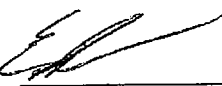
Oklahoma City Urban Renewal Authority, a public body corporate

By: 

Stanton L. Young, Chairman



Central Oklahoma Transportation and Parking Authority,
an Oklahoma public trust

By: 

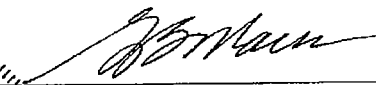
Name: E. Chris Kay

Title: Chairman

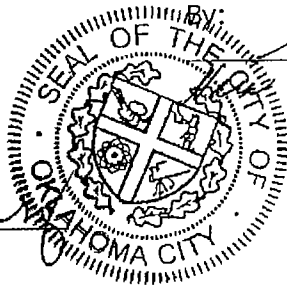



Secretary

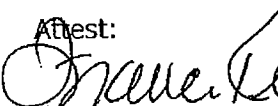
The City of Oklahoma City, a municipal corporation

By: 

Mayor



Attest:


City Clerk

Reviewed and approved as to form and legality.



Assistant Municipal Counselor

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

)
) SS.
)

This instrument was acknowledged before me on this 15th day of October, 2009, by Stanton L. Young, Chairman of Oklahoma City Urban Renewal Authority, a public body corporate.

Ora M. Berry
Notary Public



My Commission Expires: _____

My Commission No: _____

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

)
) SS.
)

This instrument was acknowledged before me on this 30th day of September, 2009, by Chris Kaufman, Chairman of Central Oklahoma Transportation and Parking Authority, a public trust.

Meredith Fazendin
Notary Public



My Commission Expires: 1/27/10

My Commission No: 06001097

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

SS.

This instrument was acknowledged before me on this 1st day of October, 2009, by Gary Marrs, Vice-Mayor of the City of Oklahoma City, a municipal corporation.

Cynthia L. Workman
Notary Public

My Commission Expires: _____

My Commission No: _____



SEP 29 2009

REDEVELOPMENT SITE
(Parcels A, B-3, C, D, E, F, G and O-2 Combined)

A tract of land being parts of Blocks 34, 50 and 51, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, together with portions of vacated alleys, Main Street, Harvey Avenue and Sheridan Avenue as shown on said plat, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of said Block 51, OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet to the POINT OF BEGINNING;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, a distance of 603.12 feet to a point 180.00 feet South 01°23'01" West of the north line of said Block 50;

THENCE South 88°38'31" East, parallel with the north line of said Block 50, a distance of 371.86 feet to a point on the west line of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma;

THENCE South 01°25'45" West, along said west line, a distance of 269.06 feet;

THENCE South 88°38'06" East a distance of 75.07 feet;

THENCE South 01°21'14" West a distance of 28.71 feet;

THENCE South 88°38'06" East a distance of 173.55 feet to a point on the west line of the tract of land described in the GENERAL WARRANTY DEED recorded in Book 6791, Page 435, records of Oklahoma County, Oklahoma (hereinafter the "55 North Robinson Tract");

THENCE along the boundary of the 55 North Robinson Tract the following four (4) courses:

1. South 01°21'14" West a distance of 117.59 feet,
2. Southeasterly along a non tangent curve to the right having a radius of 40.00 feet (said curve subtended by a chord which bears South 65°21'26" East a distance of 25.35 feet) for an arc distance of 25.80 feet,
3. South 89°48'17" East a distance of 27.68 feet,
4. South 01°21'14" West, passing at 10.93 feet the most southerly southwest corner of said 55 North Robinson Tract, and continuing for a total distance of 20.96 feet to a point on the south line of that certain alley established by ORDINANCE NO. 170 of the City of Oklahoma City, said ordinance recorded in Book 2, Page 49, records of Oklahoma County, Oklahoma;

THENCE South 88°47'54" East, along the south line of said alley, a distance of 8.84 feet;

THENCE South 01°21'14" West, 10 feet east of and parallel with the west line of Lot 6 of said Block 34, passing at 139.15 feet the south line of said Block 34, and continuing for a total distance of 154.15 feet;

THENCE South 89°49'35" West, 15 feet south of and parallel with the south line of Blocks 34 and 51, a distance of 680.48 feet;

THENCE North 01°23'01" East a distance of 15.01 feet to the POINT OF BEGINNING.

PARCELS E-1, P-1 & A-1 Combined (Drive Between Library and Devon)

A tract of land being part of Block 50, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, together with portions of the vacated east-west alley as shown on said plat, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 603.12 feet to a point 180.00 feet South 01°23'01" West of the north line of said Block 50, said point being the POINT OF BEGINNING;

THENCE continuing North 01°23'01" East, parallel with the west line of said Block 50, a distance of 40.00 feet to the southwest corner of the tract of land described in that certain SPECIAL WARRANTY DEED recorded in Book 7960, Page 43, Oklahoma County records (hereinafter called "Library Tract");

THENCE South 88°38'31" East, along the south line of said Library Tract, a distance of 360.00 feet to the southeast corner of said Library Tract, said point also being on the west line of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma (hereinafter the "Public Easement");

THENCE southerly, along the west line of said Public Easement, the following three (3) courses:

1. South 01°23'01" West a distance of 29.88 feet,
2. South 88°38'31" East a distance of 11.86 feet,
3. South 01°25'45" West a distance of 10.12 feet;

THENCE North 88°38'31" West a distance of 371.86 feet to the POINT OF BEGINNING.

PARCEL B-1

A tract of land being part of Block 35, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, together with portions of the vacated east-west alley as shown on said plat, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 603.12 feet to a point 180.00 feet South 01°23'01" West of the north line of said Block 50;

THENCE South 88°38'31" East, parallel with the north line of said Block 50, passing at a distance of 371.86 feet the west line of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma (hereinafter the "Public Easement"), and continuing for a total distance of 436.86 feet to a point on the east line of the PUBLIC EASEMENT, said point being the POINT OF BEGINNING;

THENCE North 01°25'45" East, along the east line of said PUBLIC EASEMENT, a distance of 55.00 feet;

THENCE South 88°38'31" East, parallel with the north line of Block 35, passing at 52.94 feet the southwest corner of the tract of land described in SPECIAL WARRANTY DEED recorded in Book 9694, Page 628, records of Oklahoma County, Oklahoma (hereinafter the "Oklahoma Tower Tract"), and continuing along the south line of the Oklahoma Tower Tract for a total distance of 195.35 feet;

THENCE South 01°21'14" West, passing at a distance of 54.70 feet the northwest corner of the tract of land described in the LIMITED LIABILITY COMPANY WARRANTY DEED recorded in Book 10188, Page 887, records of Oklahoma County, Oklahoma (hereinafter the "Corporate Tower Tract"), and continuing along the west line of the Corporate Tower Tract a total distance of 55.00 feet;

THENCE North 88°38'31" West a distance of 195.42 feet to the POINT OF BEGINNING.

PARCEL B-2

A tract of land being parts of Blocks 34 and 35, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, together with portions of vacated Main Street as shown on said plat, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL

TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 603.12 feet to a point 180.00 feet South 01°23'01" West of the north line of said Block 50;

THENCE South 88°38'31" East, parallel with the north line of said Block 50, passing at a distance of 371.86 feet the west line of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma (hereinafter the "Public Easement"), passing at 436.86 feet the east line of said PUBLIC EASEMENT, and continuing for a total distance of 572.16 feet to the POINT OF BEGINNING;

THENCE continuing South 88°38'31" East, parallel with the north line of Blocks 50 and 35, a distance of 60.12 feet to a point on the west line of the tract of land described in the LIMITED LIABILITY COMPANY WARRANTY DEED recorded in Book 10188, Page 887, records of Oklahoma County, Oklahoma (hereinafter the "Corporate Tower Tract"), said point being 0.30 feet South 01°21'14" West of the northwest corner of said Corporate Tower Tract;

THENCE South 01°21'14" West, along the west line of the Corporate Tower Tract and parallel with the east line of Block 35 and 34 of said OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 125.30 feet to the southwest corner of the Corporate Tower Tract;

THENCE North 88°38'31" West a distance of 12.15 feet;

THENCE South 01°21'14" West, passing at a distance of 78.44 feet the northwest corner of the tract of land described in the GENERAL WARRANTY DEED recorded in Book 6791, Page 435, records of Oklahoma County, Oklahoma (hereinafter the "55 North Robinson Tract"), and continuing along the west line of said 55 North Robinson Tract for a total distance of 172.50 feet;

THENCE North 88°38'06" West a distance of 48.28 feet;

THENCE North 01°24'52" East, in part along the east face of an existing parking garage, a distance of 297.81 feet to the POINT OF BEGINNING.

PARCEL J

A tract of land being part of vacated Main Street lying between Blocks 34 and 35, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 783.12 feet to a point on the north line of said Block 50;

THENCE South 88°38'31" East, along the north line of said Blocks 50 and 35, passing at a distance of 360.00 feet the northwest corner of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma (hereinafter the "Public Easement"), passing at a distance of 437.00 feet the northeast corner of the PUBLIC EASEMENT, continuing for a total distance of 819.78 feet to the northeast corner of said Block 35;

THENCE South 01°21'14" West, along the east line of said Block 35 and said line extended, a distance of 305.30 feet to the POINT OF BEGINNING, said point being the southeast corner of the tract of land described in the LIMITED LIABILITY COMPANY WARRANTY DEED recorded in Book 10188, Page 887, records of Oklahoma County, Oklahoma (hereinafter the "Corporate Tower Tract");

THENCE continuing South 01°21'14" West, along the east line of Blocks 35 and 34, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 78.37 feet to the northeast corner of the tract of land described in the GENERAL WARRANTY DEED recorded in Book 6791, Page 435, records of Oklahoma County, Oklahoma (hereinafter the "55 North Robinson Tract");

THENCE North 88°39'39" West, along the north line of the 55 North Robinson Tract, a distance of 199.75 feet;

THENCE North 01°21'14" East a distance of 78.44 feet;

THENCE South 88°38'31" East, passing at a distance of 12.15 feet the southwest corner of the Corporate Tower Tract and continuing along the south line of the Corporate Tower Tract for a total distance of 199.75 feet to the POINT OF BEGINNING.

PARCEL L

A tract of land being part of Block 35 and portions of the partially vacated east-west alley in said Block 35, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North $01^{\circ}23'01''$ East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 783.12 feet to a point on the north line of said Block 50;

THENCE South $88^{\circ}38'31''$ East, along the north line of said Blocks 50 and 35, passing at a distance of 360.00 feet the northwest corner of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma (hereinafter the "Public Easement"), passing at a distance of 437.00 feet the northeast corner of the PUBLIC EASEMENT, continuing for a total distance of 674.78 feet to the POINT OF BEGINNING, said point being 145.00 feet North $88^{\circ}38'31''$ West of the northeast corner of said Block 35, said point also being the northeast corner of the tract of land described in SPECIAL WARRANTY DEED recorded in Book 9694, Page 628, records of Oklahoma County, Oklahoma (hereinafter the "Oklahoma Tower Tract");

THENCE continuing South $88^{\circ}38'31''$ East, along the north line of said Block 35, a distance of 20.00 feet to a point, said point being 125.00 feet North $88^{\circ}38'31''$ West of the northeast corner of said Block 35, said point also being the northwest corner of Lot 28 of said Block 35;

THENCE South $01^{\circ}21'14''$ West, along the west line of said Lot 28 and said line extended, a distance of 160.00 feet;

THENCE South $88^{\circ}38'31''$ East a distance of 125.00 feet to a point on the east line of said Block 35, said point being the northeast corner of Lot 1 of said Block 35;

THENCE South $01^{\circ}21'14''$ West, along the east line of said Block 35, a distance of 19.70 feet to the northeast corner of the tract of land described in the LIMITED LIABILITY COMPANY WARRANTY DEED recorded in Book 10188, Page 887, records of Oklahoma County, Oklahoma (hereinafter the "Corporate Tower Tract");

THENCE North $88^{\circ}38'31''$ West, along the north line of the Corporate Tower Tract and parallel with the north line of said Block 35, a distance of 187.60 feet to the northwest corner of the Corporate Tower Tract;

THENCE North $01^{\circ}21'14''$ East, parallel with the east line of said Block 35, a distance of 54.70 feet to a point on the south line of the Oklahoma Tower Tract;

THENCE South $88^{\circ}38'31''$ East, along the south line of the Oklahoma Tower Tract and parallel with the north line of said Block 35, a distance of 42.60 feet to the southeast corner of the Oklahoma Tower Tract;

THENCE North $01^{\circ}21'29''$ East, along the east line of the Oklahoma Tower Tract, a distance of 125.00 feet to the POINT OF BEGINNING.

PARCEL 0-1

The subsurface (below grade only) of a tract of land being part of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, and being in OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book

1 of Plats, Page 2, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 603.12 feet to a point 180.00 feet South 01°23'01" West of the north line of said Block 50;

THENCE South 88°38'31" East, parallel with the north line of said Block 50, a distance of 371.86 feet to a point on the west line of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma (hereinafter the "Public Easement"), said point being the POINT OF BEGINNING;

THENCE Northerly, along the west line of said Public Easement, the following three (3) courses:

1. North 01°25'45" East a distance of 10.12 feet,
2. North 88°38'31" West a distance of 11.86 feet,
3. North 01°23'01" East a distance of 33.50 feet;

THENCE South 88°38'31" East a distance of 76.88 feet to a point on the east line of the PUBLIC EASEMENT;

THENCE South 01°25'45" West, along said east line, a distance of 49.00 feet;

THENCE North 88°38'31" West a distance of 65.00 feet to a point on the west line of the PUBLIC EASEMENT;

THENCE North 01°25'45" East, along the west line of the PUBLIC EASEMENT, a distance of 5.38 feet to the POINT OF BEGINNING.

PARCEL Q

A tract of land being part of Lots 17, 18 and 19, Block 35, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 783.12 feet to a point on the north line of said Block 50;

THENCE South 88°38'31" East, along the north line of said Block 50 and Block 35, passing at a distance of 360.00 feet the northwest corner of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma (hereinafter the "Public Easement"), continuing for a total distance of 437.00 feet to the northeast corner of said PUBLIC EASEMENT, said point being the POINT OF BEGINNING;

THENCE continuing South 88°38'31" East, along the north line of said Block 35, a distance of 52.78 feet to a point, said point being 330.00 feet North 88°38'31" West of the northeast corner of said Block 35, said point also being the northwest corner of the tract of land described in SPECIAL WARRANTY DEED recorded in Book 9694, Page 628, records of Oklahoma County, Oklahoma (hereinafter the "Oklahoma Tower Tract");

THENCE South 01°21'29" West, along the west line of the Oklahoma Tower Tract, a distance of 125.00 feet;

THENCE North 88°38'31" West a distance of 52.94 feet to a point on the east line of the PUBLIC EASEMENT;

THENCE North 01°25'45" East, along said east line of the Public Easement, a distance of 125.00 feet to the POINT OF BEGINNING.

Exhibit B
(Parking Authority Land)

PARCEL B NET (East Garage Parcel)

A tract of land being parts of Blocks 34 and 35, OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, together with portions of vacated Main Street as shown on said plat, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 603.12 feet to a point 180.00 feet South 01°23'01" West of the north line of said Block 50;

THENCE South 88°38'31" East, parallel with the north line of said Block 50, passing at a distance of 371.86 feet the west line of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma (hereinafter the "Public Easement"), and continuing for a total distance of 436.86 feet to a point on the east line of said PUBLIC EASEMENT and the POINT OF BEGINNING of the herein described tract;

THENCE continuing South 88°38'31" East, parallel with the north line of Blocks 50 and 35, a distance of 135.30 feet;

THENCE South 01°24'52" West, in part along the east face of an existing parking garage, a distance of 297.81 feet;

THENCE North 88°38'06" West a distance of 125.27 feet;

THENCE North 01°21'14" East a distance of 28.71 feet;

THENCE North 88°38'06" West a distance of 10.07 feet to a point on the east line of aforesaid PUBLIC EASEMENT;

THENCE North 01°25'45" East, along the east line of said PUBLIC EASEMENT, a distance of 269.07 feet to the POINT OF BEGINNING.

Exhibit C
(City Land)

PARCEL O NET (Harvey Right of Way)

A tract of land being part of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, and being in OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 783.12 feet to a point on the north line of said Block 50;

THENCE South 88°38'31" East, along the north line of said Block 50, a distance of 360.00 feet to northwest corner of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma (hereinafter the "Public Easement"), said point being the POINT OF BEGINNING;

THENCE continuing South 88°38'31" East, along the north line of said PUBLIC EASEMENT, a distance of 77.00 feet to the northeast corner of said PUBLIC EASEMENT;

THENCE South 01°25'45" West, along the east line of said PUBLIC EASEMENT, a distance of 449.07 feet;

THENCE North 88°38'06" West a distance of 65.00 feet to point on the west line of said PUBLIC EASEMENT;

THENCE northerly, along the west line of said Public Easement, the following three (3) courses:

1. North 01°25'45" East a distance of 279.18 feet,
2. North 88°38'31" West a distance of 11.86 feet,
3. North 01°23'01" East a distance of 169.88 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE SUBSURFACE OF THE ABOVE DESCRIBED TRACT WITHIN THE FOLLOWING DESCRIBED AREA:

A tract of land being part of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, and being in OKLAHOMA CITY ORIGINAL TOWNSITE, according to the plat thereof recorded in Book 1 of Plats, Page 2, said tract lying in the Southeast Quarter of Section 33, Township 12 North, Range 3 West of the Indian Meridian, City of Oklahoma City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southwest corner of Block 51, said OKLAHOMA CITY ORIGINAL TOWNSITE;

THENCE North 89°49'35" East, along the south line of said Block 51, a distance of 40.00 feet;

THENCE North 01°23'01" East, 40 feet east of and parallel with the west line of Blocks 51 and 50, OKLAHOMA CITY ORIGINAL TOWNSITE, a distance of 603.12 feet to a point 180.00 feet South 01°23'01" West of the north line of said Block 50;

THENCE South 88°38'31" East, parallel with the north line of said Block 50, a distance of 371.86 feet to a point on the west line of that certain PUBLIC EASEMENT DEDICATION recorded in Book 9118, Page 1028, records of Oklahoma County, Oklahoma (hereinafter the "Public Easement"), said point being the POINT OF BEGINNING;

THENCE Northerly, along the west line of said Public Easement, the following three (3) courses:

4. North 01°25'45" East a distance of 10.12 feet,
5. North 88°38'31" West a distance of 11.86 feet,
6. North 01°23'01" East a distance of 33.50 feet;

THENCE South 88°38'31" East a distance of 76.88 feet to a point on the east line of the PUBLIC EASEMENT;

THENCE South 01°25'45" West, along said east line, a distance of 49.00 feet;

THENCE North 88°38'31" West a distance of 65.00 feet to a point on the west line of the PUBLIC EASEMENT;

THENCE North 01°25'45" East, along the west line of the PUBLIC EASEMENT, a distance of 5.38 feet to the POINT OF BEGINNING.

PARCEL P (Library Parcel)

A portion of Lots 18 through 32, Block 50, Oklahoma City Original Addition, more specifically described as follows:

Beginning at a point which is the Northeast corner of Lot 32;

Thence South along the East lot line of Lot 32 to the Southeast corner of Lot 32;

Thence West along the South lot lines of Lots 32 to 18 to a point 10 feet West of the East lot line of Lot 18;

Thence Northward to a point in the north lot line of Lot 18 which is 10 feet West of the East lot line of Lot 18;

Thence East along the North lot lines of Lots 18 to 32 to the point of beginning, expressly excluding the north Half of the vacated 20 foot alley adjoining on the South.