

STATE OF OKLAHOMA
TOURISM AND RECREATION DEPARTMENT
SUBLEASE

W I T N E S S E T H:

WHEREAS, the Oklahoma Department of Tourism and Recreation is a governmental agency under the executive branch of the State of Oklahoma responsible for enhancing Oklahoma's image, partnering with Oklahoma's tourism leaders, and revitalizing the Oklahoma's state park system;

WHEREAS, the Oklahoma Tourism and Recreation Commission is duly authorized and empowered to own, operate and maintain park and recreational properties, and to make improvements thereon, for the benefit of the people of the State of Oklahoma, and to lease an property which said Commission shall determine advisable to more fully carry into effect the duties and powers of said Oklahoma Tourism and Recreation Department, as authorized under [Title 74 O.S. Section 2212(1)];

WHEREAS, The Chickasaw Nation is a federally recognized, sovereign, and self-governing American Indian Nation possessing powers to regulate its citizens and activities within its Indian Country, as that term is defined by Federal law and the Nation's Constitution. The Oklahoma State Constitution, Article 1, Section 3, and other acts of the State have disclaimed jurisdiction in such Indian Country;

WHEREAS, the Chickasaw Nation Division of Commerce ("CNDC") is an Executive Department Agency of the Nation and is responsible for developing, implementing, and administering economic development strategies and initiatives to support the Nation's economic health and provision of governmental services to its citizens; and

WHEREAS, the Chickasaw Nation, and the State of Oklahoma recognize each other as equal sovereigns, each with full immunity from unconsented suit, and desire to work together to promote tourism in Oklahoma's Chickasaw Country through the operation of the Thackerville Tourism Information Center("TIC") in Thackerville, Oklahoma.

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into effective on the last date of execution, as recorded by the parties' signatures, by and between the OKLAHOMA TOURISM AND RECREATION DEPARTMENT, hereinafter referred to as State, and the CHICKASAW NATION, a federally recognized sovereign and self-governing American Indian Tribe, by and through its Division of Commerce hereinafter referred to as Lessee or Nation. State acts as lessee with the Oklahoma Department of Transportation, hereinafter known as ODOT, for the property described below. State wishes to sublease the operation of the portion of the ODOT lease that is known as the Thackerville Tourism Information Center.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. GRANT AND DESCRIPTION OF PREMISES. The State, pursuant to statutory authority, and for and in consideration of the agreements hereinafter stated, sublets and leases to the Chickasaw Nation as Lessee, certain premises, properties and improvements thereon, situated in the County of Love, State of Oklahoma, known and described as follows:

The area known as the Thackerville Tourism Information Center, located at I-35 and exit 4, just due north of Rogers Road exit.

2. TERM. The term shall commence on the 29th day of August 2011, and end on the last day of August 2016, a 5 year term, both dates inclusive. The terms of this lease may be further extended for 5 years unless either of the parties notifies the other in writing within 90 days of its desire to terminate the lease. The Lessee shall, within thirty (30) days of expiration of the lease, remove from said premises or otherwise dispose of all property belonging to the Lessee located on said premises. Should Lessee fail to remove or dispose of Lessee's property, State may consider such property abandoned and may dispose of same. At the expiration or termination of this agreement, the Lessee shall quit and surrender the premises leaving any real property improvements or other property in a good state of repair, damage by matters over which the Lessee has no control excepted, provided that

such exculpatory provision shall not extend to any risk against which Lessee is required to insure.

3. CONDITIONS OF PREMISES. The taking of possession of the subject premises by Lessee, shall, in itself, constitute acknowledgement that subject premises are in good and tenable condition. Lessee agrees to accept said premises in their presently existing condition, "as is", and the State shall not be obligated to make any alterations, additions or betterment thereto.

4. CONSIDERATION. Since the State is desirous of ceasing operation of the Thackerville Tourism Information Center and the Chickasaw Nation seeks to develop and maintain the Thackerville Tourism Information Center as part of its larger development plans, this acts as consideration.

5. ACCOUNTS AND RECORDS. In the event a concession to sell goods is installed by the Chickasaw Nation in the Thackerville TIC, the Chickasaw Nation agrees to pay State 5% of the sales. The Chickasaw Nation will keep a profit and loss statement for the period of operation, prepared by a public accountant or a certified public accountant licensed by the State of Oklahoma and at the Lessee's expense and it shall be submitted to the State as requested but in no event more frequently than each quarter.

No personal assets on the leased property may be removed at the expiration or termination of the lease until all commissions are paid to the State and a final audit has been conducted.

6. USE OF PREMISES. Lessee shall use the premises hereby let to provide the following services: Tourism Information Center with tourism literature and services and for cultural and tourism enhancement. The Lessee shall not use or permit the premises to be used for any other purpose without written permission from the State. It is understood the back portion of the Thackerville TIC will be configured as a call center for the Chickasaw Nation.

Lessee agrees to maintain and operate such premises and areas adjacent to such premises to a distance of not less than fifty (50) feet, in a clean, safe, wholesome and sanitary condition, free of trash, garbage or other obstructions, mowed and trimmed, and shall not act in a manner to violate any applicable laws, general rules or regulations of any government authority. Lessee shall

provide the services in a manner comparable with like businesses and with prices comparable to other comparable businesses providing similar services, during the entire term of this Agreement.

7. UTILITIES. Lessee shall be responsible for the payment of all utility charges, including all necessary refuse and garbage containers and remove and dispose of all rubbish, refuse, and garbage resulting from business operations. To the extent the State is reimbursed for the utility cost by the Oklahoma Department of Transportation, (ODOT), the funds designated by State as maintenance and utilities will be "passed through" to Chickasaw Nation. For the first year, that amount is contemplated to be \$300,000.00. All utility bills paid by Lessee shall be reimbursed within forty-five (45) days of being submitted to Oklahoma Department of Tourism.

8. PERSONAL PROPERTY. State agrees to lease to Lessee all equipment and furniture on attached Inventory Sheet, Attachment "A". Lessee agrees to maintain all equipment and furniture in good working order less wear and tear and to insure items against loss.

9. IMPROVEMENTS AND MAINTENANCE.

(a) Title to Improvements. Lessee hereby acknowledges the State as ODOT lessee in the premises described in this Agreement, including real property improvements existing or erected thereon, and agrees to cooperate and protect said improvements from damage.

(b) Maintenance of Improvements. ODOT is responsible for extraordinary repairs, including those to the roof, the heating and air systems, and any major repairs. Lessee agrees to maintain any and all business facilities in good order and repair, at Lessee's own expense, during the entire term of this Agreement. Lessee shall, at Lessee's own expense, perform any ordinary, required maintenance and repairs, including structural maintenance to the improvement.

10. PERFORMANCE OF CONTRACT AND STATE BUY-OUT PROVISION:

(a) Performance of Contract. Any violation by Lessee of the terms of this Agreement shall be grounds for termination of this Agreement by State. Notice of the violation shall be provided to Lessee along with a time

period within which Lessee shall remedy the violation. If the violation is not cured, the lease may be terminated by the State provided that thirty (30) days written notice of termination is given to the Lessee.

In addition, State may close the leased premises within twenty-four (24) hours after giving written notice of any condition which the State, or the State Department of Health, shall reasonably deem a threat to health or safety, or which State shall reasonably deem a violation of the Agreement herein relating to the collection, disbursement or reporting of revenues. Lessee agrees that, upon such notification, Lessee shall immediately and diligently undertake to correct any such condition.

11. INVENTORY. Upon commencement of this Agreement an inventory list of existing facilities, equipment, tools, and/or utensils, will be provided by the State, with all such inventory in working condition, see (Attachment A). Any replacement of the inventoried items during the period of the lease will be the responsibility of the Lessee. At the conclusion of the term of the Agreement whether by expiration or otherwise, the Lessee will provide a current inventory of equipment, tools, and/or utensils in working condition, and replace any shortage. If those items are not available equivalent merchandise will be replaced to the satisfaction of the State. Lessee will maintain and repair all The Chickasaw Nation will maintain the equipment in good working order and will not dispose of the equipment.

12. LIABILITY AND PROPERTY AND CASUALTY INSURANCE.
Lessee shall maintain public liability insurance naming both the Lessee and the State as the named insured from a duly licensed insurance company within the State of Oklahoma, acceptable to the State, providing for minimum limits of:

\$ 500,000	each person
\$ 500,000	property damage
\$ 500,000	each accident

A copy of the insurance policy shall be furnished the State prior to the commencement of any operations.

13. INSPECTION OF PREMISES. State hereby reserves the right to enter upon the premises occupied by Lessee, at any reasonable time, to inspect the same.

14. APPLICABLE LAWS. Lessee shall not act in a manner to violate applicable laws and regulations where the leased premises are located, with regard to construction, sanitation, licenses, permits and all other matters.

15. NON-DISCRIMINATION. The State of Oklahoma does not enter into contracts or other arrangements that have the effect of subjecting its citizens or employees to discrimination because of race, religion, color, sex or national origin, against any person by refusing to furnish such person any accommodation, facility, service or privilege offered to or enjoyed by the general public.

16. ASSIGNMENTS AND SUBLEASES. Lessee must obtain written authorization from the Oklahoma Tourism and Recreation Executive Director before he/she assigns, subleases or conveys any interest granted by this Agreement. The Lessee must be the operator of the facility. The Lessee's interest hereunder shall not be assignable in bankruptcy nor by operation of law. Any document by which an interest is granted shall indicate that the person acquiring the interest takes subject to the terms of this Agreement. The State may prescribe the conditions of assignment.

17. TIME OF ESSENCE. Time shall be of the essence in the performance of the terms of this Agreement.

18. APPROVAL OF CONTRACT. This Agreement shall not become effective unless it is approved and signed by the Executive Director of the Oklahoma Tourism and Recreation Department.

19. PROFESSIONAL CONDUCT. The Nation will conduct its business in a professional manner at all times, and its employees are expected to do likewise. Any incident that could jeopardize the image or reflect adversely on the State or its holdings, may be grounds for termination upon the State giving thirty (30) days notice in accordance with paragraph 9 (a) of this lease.

20. HANDICAPPED ACCESSIBILITY. Prior to executing this lease, the State may inspect the premises to ensure

that they are constructed in a manner, which reasonably accommodates accessibility for handicapped individuals.

21. FACILITY CONSTRUCTION AND IMPROVEMENT PLAN REVIEW. All modifications to existing facilities or new construction associated with the lease shall be reviewed by the State for sensitivity of design as relates to the State's desire to develop a theme or "brand". Lessee shall prepare and submit all plans and specification for construction or improvements to be reviewed by the State for any violations of federal, state, and local codes and requirements.

22. MODIFICATIONS. This lease contains the entire agreement between the State and Lessee and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same is in writing, signed by the State and Lessee or by duly authorized representative; and this provision shall apply to this clause as well as other conditions of this agreement.

23. INDEPENDENT CONTRACTOR. The Lessee shall be an independent contractor. Nothing contained in this agreement shall be construed to create a partnership or joint venture or an employment relationship between the State and the Lessee or their successors in interest.

24. MARKS. The corporate or trade names, trademarks, service marks, logos, artwork or other proprietary symbols of Nation, the "Nation's Marks" if provided by Nation to State, or created by State on behalf of Nation during the term of this Agreement, shall be and remain the sole and exclusive property of Nation and its licensees, and State has no right, title or interest in the same. However, State shall have the right to use and reproduce the Marks provided by Nation for the exclusive purpose of fulfilling its obligations relating to the use or reproduction of Nation's marks, if any set forth herein. Except as expressly provided in this Agreement, State shall not have the right to use in any way or reproduce for any purpose any of Nation's Marks without the Nation's prior written approval.

Bill J. Lance
Bill Lance, Administrator
the Chickasaw Nation
Division of Commerce

Date: 8-13-11

Sherril Waters
Sherril Waters, Chief of Staff
the Chickasaw Nation
Division of Commerce

Date: 8/12/11

STATE OF Oklahoma) ss.
COUNTY OF Pontotoc)

On this 12th day of August,
2011, before me, the undersigned, a Notary Public in and
for said County and State, personally appeared Bill J. Lance
, and Sherril Waters
Representative(s) of the Chickasaw Nation, known to me to be
the person who executed the foregoing instrument and
acknowledged to me that he executed the same as his free and
voluntary act and deed, for the uses and purposes therein
set forth.

WITNESS, my hand and seal the date last above written.



8/12/2013
Commission # 1180 Notary Public
Norma J. Hurley

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year last below written.

Deby Snodgrass
Deby Snodgrass, Executive Director
OK TOURISM & RECREATION DEPARTMENT

Date: 8-19-11

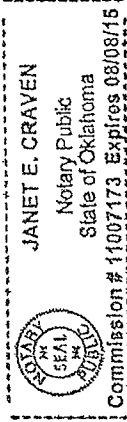
STATE OF OKLAHOMA)

) ss.
COUNTY OF OKLAHOMA)

On this 19th day of August,
20 11, before me, the undersigned, a Notary Public in and
for said County and State, personally appeared Hardy
Watkins, known to me to be the EXECUTIVE DIRECTOR of the
OKLAHOMA TOURISM AND RECREATION and acknowledged to me that
she executed the foregoing instrument in such capacity on
behalf of such entity, for the uses and purposes therein set
forth.

WITNESS, my hand and seal the date last above written.

11007173 8/8/15 Janet E. Craven
Commission # and expiration Notary Public



[Signature's Continue on Next Page]