

## EXHIBIT O

### OPTION TO PURCHASE

#. The Lessee shall have the option to purchase the leased premises at any time after the sixtieth (60<sup>th</sup>) month during the term of this lease. It is agreed that Lessee's option to purchase is assignable to another State agency. The option to purchase the leased premises may be exercised upon the following terms and conditions:

- a. Lessee will give Lessor ninety (90) days written notice of its intent to exercise its option to purchase herein at any time after occupancy. However, closing shall not occur until after the sixtieth (60<sup>th</sup>) month of occupancy.
- b. Option to purchase shall remain in effect throughout the lease term. In the event Lessee exercises the option, Lessee shall provide Lessor with a purchase and sale agreement that outlines the terms and conditions of the purchase, including, but not limited to the proposed closing date, and the property shall be appraised by a MAI appraiser at Lessee's cost. The Lessor and Lessee shall mutually approve and agree upon the appraiser.

In the event the parties are unable to agree mutually upon an appraiser, the parties shall then attempt to agree upon the appointment of three (3) disinterested appraisers, each of whom shall be members of the American Institute of Real Estate Appraisers (or in the event such institute is no longer in existence, members of a similar institution who hold the MAI designation). If the parties are unable to agree upon the selection of three (3) appraisers within fifteen (15) days, then a petition may be made by either party to the presiding judge of the Superior Court for the County of Thurston for such selection. Each party shall have the right to submit the names of three (3) appraisers so qualified and the judge shall select the three (3) appraisers from the names so submitted. The fees and expenses of the three appraisers appointed under this paragraph shall be paid for equally by both parties.

Whether selected by mutual approval or by appointment, the appraiser(s) shall be directed to determine within ninety (90) days of their selection the Fair Market Value of the property. In making such a determination, the appraiser(s) shall determine the highest and best use of the Property. If closing does not occur within six (6) months of the appraisal valuation date, the appraisal shall be updated by the same MAI appraiser(s) with cost apportioned among the parties in the same manner as the first appraisal. The determination of the appraiser(s) shall be final and binding on the parties, and shall be used to determine the purchase price.

- c. Purchase shall be closed through escrow opened by the Lessee with a title company approved by the Lessor. Lessor shall provide and pay for title insurance. All other customary closing costs, including real estate excise tax, escrow fees, recording and filing fees shall be split 50-50 between Lessor & Lessee. The Lessee shall NOT pay for attorneys' fees or real estate commissions. Real estate taxes shall be prorated to the date of closing. Any special assessments, L.I.D. assessments and R.I.D. assessments which are levied against the property at the time of closing shall be paid in full by the Lessor.
- d. At least twenty (20) days prior to the date of purchase set forth in said notice, Lessor shall furnish to the Lessee an invoice for the purchase price and payment shall be made at the time of closing.
- e. The conveyance shall be by statutory warranty deed in fee simple, free and clear of all liens, encumbrances, easements or any other title exceptions save and except public utility easements and matters which may be acceptable to the Lessee and/or its assigns. Lessee agrees to obtain a current title report and provide Lessor with escrow closing instructions showing which liens, encumbrances, easements, or other title exceptions are acceptable to the Lessee prior to closing purchase.