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**LEASE**

dated October 3, 2023

between

Fires Innovation Science & Technology Accelerator  
Development Trust Authority

as Landlord

and

r4 Technologies, Inc.

as Tenant

Affecting premises commonly known as the former (Plaza) building, 200 Southwest C Avenue, in Lawton, Oklahoma 73501.

**LEASE EXHIBITS**

EXHIBIT A:	Lease Premises
EXHIBIT A-1	Central Plaza Site Plan
EXHIBIT B:	IT Equipment – no equipment installed by Landlord
EXHIBIT C:	Form of Declaration (Commencement Date Certificate)
EXHIBIT D:	N/A
EXHIBIT E:	N/A
EXHIBIT F:	Security Services Provided to Building Tenants
EXHIBIT G:	List of Additional Insureds
EXHIBIT H:	Rules and Regulations
EXHIBIT I:	Covenant Agreement between City of Lawton, Oklahoma and Lawton Economic Development Authority

## LEASE

THIS LEASE (this “**Lease**”) is made as of October\_\_, 2023 (the “**Effective Date**”), between Fires Innovation Science and Technology Accelerator Development Trust Authority, a public trust of the City of Lawton, Oklahoma (“**Landlord**”), and r4 Technologies, Inc., a Delaware corporation (“**Tenant**”).

Landlord and Tenant hereby agree as follows:

### ARTICLE 1 BASIC LEASE PROVISIONS

**1.1 “Lease Premises”:** Secure space in the Building, as more particularly shown on Exhibit A (Floor Plan). The Lease Premises shall include the areas designated as Suite D and the FISTA AI Center of Excellence Innovation and Integration space (includes the Conference Room). Total area of the Leased Premises is 5,241 rentable square feet as further defined in Section 1.14 below.

**1.2 “Building”:** The one-story office building, fixtures, equipment and other improvements and appurtenances now located or hereafter erected on the Land (as hereinafter defined) and commonly known as the former Sears building located at 428 Southwest C Avenue, Lawton, Oklahoma 73501.

**1.3 “Parking Area”:** The parking surfaces, fixtures and other improvements and appurtenances now located or hereafter erected, located or placed upon the Land.

**1.4 “Land”:** The real property known as Central Plaza in downtown Lawton, Oklahoma as more particularly shown on Exhibit A-1 (Site Plan).

**1.5 “Park”:** The real property, together with all buildings and other improvements now or hereafter located thereon (including the Building and the Land, commonly known as the FISTA Innovation Park.

**1.6 “Reserved”**

**1.7 “Reserved”**

**1.8 “Commencement Date”:** Ninety (90) days following the Effective Date.

**1.9 “Expiration Date”:** Five (5) years from Commencement Date, as such date might be extended or sooner terminated as provided in this Lease.

**1.10 “Term”:** The period that begins on the Commencement Date and, unless this Lease is sooner terminated, ends on the Expiration Date.

**1.11 “Permitted Use”:** See Article 7.

**1.12 “Tenant’s Proportionate Share”:** The percentage equal to a fraction, the numerator of which is the Area of the Lease Premises and the denominator of which is the Area of the Building.

**1.13 “Area of the Building”:** 36,602 square feet. The Area of the Building has been calculated in accordance with the American National Standards Institute, Inc./Building Owners and Managers Association standard method of measuring floor area, ANSI/BOMA Z65.1-1996 (“**BOMA**”).

**1.14 “Area of the Lease Premises”:** 5241rentable square feet in FISTA I, Suite D. The Area of the Lease Premises is an agreed-upon square footage and shall not be subject to remeasurement.

**1.15 “Annual Base Rent”:** Subject to the provisions set forth in this Section 1.15, the amount equal to the product of Seventeen Dollars (\$17.00) per square foot (“**Annual Base Rent Rate**” or “**Base Rent**”), multiplied by the Area of the Lease Premises as set forth in Section 1.14, which amount shall be increased as provided herein. Commencing on the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) Lease Year and on the first day of each and every Lease Year thereafter during the Lease Term, the Base Rent Rate shall be increased by three percent (3%) of the amount of Base Rent Rate payable for the preceding Lease Year.

**1.16 “Additional Rent”:** All sums other than Base Rent payable by Tenant to Landlord under this Lease and any exhibits, riders or other attachments hereto, including late charges, overtime or excess service charges, damages, and interest and other costs related to Tenant’s failure to perform any of its obligations under this Lease.

**1.17 “Rent”:** Base Rent and Additional Rent, collectively.

**1.18 “Security Deposit”:** N/A.

**1.19 “Parking Allocation”:** Tenant shall have the right to use, on a nonexclusive basis in common with other tenants, customers and invitees, an unlimited number of parking spaces in all portions of the Parking Areas, subject to the reasonable rules and regulations of Landlord. In addition to the foregoing non-reserved parking rights, Tenant shall have ten (10) parking spaces with “reserved” signs in front of the Building in the location shown on Exhibit A-1, at no additional cost to Tenant. Landlord will consider requests for additional “reserved” spaces as reasonably requested by Tenant.

**1.20 “Tenant’s Notice Address”:**

r4 Technologies, Inc.  
Matthew Breitenbach  
Chief Operating Officer  
38 Grove Street, Building C  
Ridgefield, CT 06877

With copies to: the Premises and:  
Legal Counsel  
r4 Technologies, Inc.  
38 Grove Street, Building C  
Ridgefield, CT 06877

**1.21 “Landlord’s Notice Address”:**

Chair  
428 Southwest C Avenue  
P.O. Box 2883  
Lawton, OK 73501

With copies to:

President & CEO  
428 Southwest C Avenue  
P.O. Box 2883  
Lawton, OK 73501

**1.22 “Landlord’s Payment Address”:**

Same as notice address

All capitalized terms used in this Lease without definition are defined in this Lease or the exhibits thereto.

**ARTICLE 2**  
**LEASE PREMISES**

**2.1 Lease.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Lease Premises. The lease of the Lease Premises is subject to any covenants, conditions and restrictions of record including, but not limited to, the Covenant Agreement between the City of Lawton, Oklahoma and the Lawton Economic Development Authority set forth in Exhibit I hereto.

**2.2 Building Common Areas.** (a) Tenant shall have the right, in common with others, to reasonable use of the common areas of the Building, including corridors, restrooms, the **Conference Center** (as defined in, and subject to the provisions of, Section 2.2(b) below) and walkways, subject to the Rules and Regulations established by Landlord pursuant to Article 15 of this Lease.

(b) For so long as the conference center servicing the Building (**“Conference Center”**) remains open and available as a conference center to all tenants of the Building, Tenant

shall have the nonexclusive right (subject to reasonable rules and regulations and janitorial fees) to use the Conference Center during the Lease Term on a first-come, first-served basis.

**2.3 Relocation.** Landlord shall have no right to relocate the Tenant during the Term without prior notice.

**2.4 Parking.** Tenant shall be entitled to the Parking Allocation for the leasing of unreserved spaces in the Parking Area, and subject to Landlord's right to reasonably relocate such spaces or the Parking Area from time to time. Parking for Tenant special events shall be coordinated with FISTA President & CEO in advance to provide Tenant with appropriate space allocation.

### **ARTICLE 3** **LEASE TERM**

**3.1 Lease Term.** The Lease shall be for an initial term commencing on the Commencement Date and expiring at 11:59 p.m. on the Expiration Date. Notwithstanding any other provision of this Agreement, upon the commencement of the third year of the Lease Term, r4 may terminate this Lease upon payment of forty percent (40 %) of the remaining Annual Base Rent as provided hereunder, which amount shall be offset by any amount received by Landlord in filling the then vacant space.

**3.2 Lease Year.** Each twelve (12) month period during the Lease Term commencing on the Commencement Date or the anniversary thereof is sometimes called a "Lease Year."

**3.3 Adjustments to Lease Term.** If the Commencement Date falls on any day other than the first day of a calendar month, the first Lease Year shall expire on the first anniversary of the last day of the calendar month in which the Commencement Date falls (thereby extending the first Lease Year by the number of additional days between the actual Commencement Date and the end of the calendar month in which that date falls).

**3.4 Commencement Date Certificate.** Promptly after the Commencement Date has occurred, Landlord and Tenant shall execute a written declaration setting forth the Commencement Date, the date upon which the initial term of this Lease will expire, and the other information set forth therein. The form of such declaration is attached hereto as Exhibit C and is made a part hereof. Any failure of the parties to execute such declaration shall not affect the validity of the Commencement Date as determined in accordance with this Article.

### **ARTICLE 4** **RENT**

**4.1 Base Rent.** Commencing on the Commencement Date, Tenant shall pay to Landlord Base Rent calculated as set forth in Article 1 above for all of the Lease Premises, payable in advance in equal monthly installments as set forth thereunder.

**4.2 Payment of Base Rent.** The first and last monthly rent installments hereunder shall be prorated on the basis of a 30-day month in the event the Lease Term does not commence

on the first day of a calendar month or end on the last day of a calendar month. All rent shall be paid to Landlord, without set-off, deduction or demand except as specifically provided herein, in legal tender of the United States at Landlord's Payment Address or to such other address as Landlord may designate from time to time by written notice to Tenant. If Landlord shall at any time accept rent after it shall become due and payable, such acceptance shall not excuse a delay upon subsequent occasions, or constitute or be construed as a waiver of any of Landlord's rights hereunder. If any sum payable by Tenant under this Lease is paid by check which is returned due to insufficient funds, stop payment order, or otherwise, then: (a) such event shall be treated as a failure to pay such sum when due (regardless of when Landlord received the check); and (b) in addition to all other rights and remedies of Landlord hereunder, Landlord shall be entitled to impose a returned check charge of Fifty Dollars (\$50.00) to cover Landlord's administrative expenses and overhead for processing.

**4.3 First Month's Base Rent.** Within thirty (30) days of the Effective Date, Tenant shall pay to Landlord the sum of one (1) full calendar month's Base Rent, which sum shall be credited by Landlord toward the first monthly installment of annual Base Rent due for the first full calendar month following the Commencement Date.

**4.4 Additional Rent.** All amounts payable by Tenant hereunder in addition to Base Rent shall be deemed to be Additional Rent and shall be collectible in like manner as Base Rent. Notwithstanding the foregoing, except as otherwise provided in this Lease, any amounts referenced herein as "Additional Rent" or "additional rent" owed by Tenant to Landlord, and any cost, expense, damage, or liability shall be paid by Tenant to Landlord no later than the later of (i) thirty (30) days after the date Landlord notifies Tenant of the amount of such additional rent or such cost, expense, damage or liability, with reasonable documentation supporting such charge or (ii) the day the next monthly installment of annual Base Rent is due. If any payment hereunder is due after the end of the Lease Term, such additional rent or such cost, expense, damage or liability shall be paid by Tenant to Landlord not later than thirty (30) days after Landlord notifies Tenant of the amount of such additional rent or such cost, expense, damage or liability with reasonable documentation supporting such charge.

## **ARTICLE 5**

### **OPERATING EXPENSES; REAL ESTATE TAXES; UTILITIES**

#### **5.1 Operating Expenses.**

(a) Tenant shall be responsible and obligated for Tenant's Proportionate Share (as that term is herein defined) of the Operating Expenses, Utilities and Real Estate Taxes and to pay separately all Operating Expenses, Utilities and Real Estate Taxes incurred by Landlord in connection with the management, operation and Landlord's lease from the City of Lawton of the Building and the Parking Area ("**Operating Expenses**"). "Tenant's Proportionate Share" shall mean a percentage calculated by dividing the number of square feet of space leased to Tenant by the total number of square feet of space available for lease in the Building. The area available for lease in the Building is currently 36,602 square feet and Tenant's "Proportionate Share" is fourteen point three percent (14.3%).

(b) Any Operating Expenses payable by Tenant under this Article 5 shall be

payable as follows, unless otherwise provided: During the Term, Tenant shall pay to Landlord, monthly in advance and every month during the Term, one-twelfth (1/12th) of the amount of such Operating Expenses as reasonably estimated annually by Landlord in advance to be likely due from Tenant. If the Term commences on a day other than the first day of the month, or the Term ends on a day other than the last day of the month, then Operating Expenses will be appropriately prorated by Landlord for said month. If the Term commences on a day other than the first day of a calendar month, then any prorated Operating Expenses due for such month will be paid on or before the first day of the Term. If, for any reason other than default by Tenant, this Lease terminates on a day other than the last day of a calendar year, the amount of Operating Expenses payable by Tenant applicable to the calendar year in which this Lease ends will be calculated on the basis of actual Operating Expenses in the period up to the Termination Date. Within ninety (90) days following the end of each calendar year during the term of this Lease, Landlord shall submit to Tenant a statement showing the actual amount which should have been paid by Tenant with respect to Operating Expenses for the past calendar year, the amount Tenant actually paid, and the amount of the balance due or overpayment, as the case may be. During and for a period of one hundred eighty (180) days following the termination of Tenant's occupancy of the Premises, Tenant and Tenant's agents shall have the right to inspect in person Landlord's books and records showing the Operating Expenses and Taxes for the Building and Parking Area for the prior calendar year. Any balance shown to be due pursuant to said statement shall be paid by Tenant to Landlord within thirty (30) days following Landlord's submittal to Tenant of the statement (subject to prompt refund if it is later shown that Tenant has paid more than is properly due and owing) and any overpayment shall be immediately credited against Tenant's obligation to pay rent, or, if by reason of the termination of the Lease no such future obligation exists, refunded to Tenant. Failure of the Landlord to submit a statement to Tenant of any balance due for actual Operating Expenses within ninety (90) days following the end of each calendar year shall result in the waiver of such additional Operating Expenses for such year and Landlord shall thereafter be precluded from collecting such amounts for such calendar year.

(c) For purposes of calculating Operating Expenses, Tenant's Proportionate Share of the total shall be deemed to be as set forth in Paragraph 5.1(a) above.

(d) Landlord shall maintain books and records reflecting Operating Expenses with respect to the Building and Parking Area in accordance with good accounting practice and as necessary to permit audit of such books and records in accordance with generally accepted accounting principles consistently applied. Landlord shall supply back-up documentation regarding Operating Expenses as reasonably requested by Tenant.

(e) Operating Expenses shall include, without limitation, the costs and expenses described in Subsection (1) below.

(1) Included costs and expenses:

(A) Insurance premiums paid by Landlord.

(B) Personnel costs directly allocable to the Building and Parking Area, including, but not limited to, salaries, wages, fringe benefits and other direct and indirect costs of engineers, superintendents, watchmen, security, porters, property accountants and

any other personnel related to the management, maintenance, repair and operation of the Building and Parking Area.

(C) Costs of service and maintenance contracts, including, but not limited to, chillers, boilers, controls, elevators, mail chute, windows, electronics, signage, lighting, access control service, physical security, landscaping and irrigation, snow and ice removal, management fees, and air and water quality testing.

(D) All Capital expenditures made by Landlord, including without limitation those capital expenditures intended (i) to reduce Operating Expenses, or (ii) to comply with all present and future laws, ordinances (including zoning ordinances and land use requirements), regulations and orders of the County of Comanche, the State of Oklahoma, the United States of America and any other public or quasi-public authority having jurisdiction over the Lease Premises (collectively, “**Legal Requirements**”). Any allowable capital expense shall be amortized over its useful life in accordance with generally accepted accounting practices and only such amortized portion shall be included in Operating Expenses for any Lease Year.

(E) Real Estate Taxes (as hereinafter defined), including Tenant’s proportionate share of all ad valorem tax payments or in lieu of ad valorem tax payments specified in the Covenant Agreement between the City of Lawton, Oklahoma and the Lawton Economic Development Authority set forth in Exhibit I hereto, permits and fees.

(F) The costs of any additional services not provided to the Building and Parking Area on the Commencement Date but thereafter provided by Landlord in the prudent management of the Building.

(G) Charges for concierge (if any), access control, janitorial and cleaning services (including supplies) for operation and maintenance of the Building and Parking Area (including the loading dock serving the Building), the fitness facility (if any), and the roof deck (if any).

(H) Personnel costs of the property manager and maintenance supervisor, even if such persons work off-site.

(I) Accounting expenses of Landlord.

(J) Facilities Charges, defined as the costs and expenses of Landlord with respect to the provision to Building tenants of those services outlined in Exhibit F to this Lease and made a part thereof.

(f) “**Real Estate Taxes**” shall mean (i) all real estate taxes and other impositions, including general and special assessments, property owner association fees, and other similar taxes and assessments if any, which are imposed upon Landlord or assessed against the Building or the Land upon which the Building is situated; (ii) any other present or future taxes or governmental charges that are imposed upon Landlord or assessed against the Building or the Land, including, but not limited to, any tax levied on or measured by the rents payable by tenants of the Building, which are in the nature of, or in substitution for, real estate taxes; (iii) all taxes which are imposed upon Landlord, and which are assessed against the value of any improvements to the Lease Premises made by Tenant or any machinery, equipment, fixtures or other personal property of Landlord or Tenant used therein; (iv) expenses (including attorneys’ fees) incurred in

reviewing, protesting, negotiating or seeking (whether formally or informally) a reduction or abatement of Real Estate Taxes; (vi) any rental or other charges or fees imposed upon Landlord in connection with the lease or use of any vault space(s); and (vii) the Building's share of all costs, expenses, charges or other assessments under any covenants, conditions, restrictions, easements or zoning conditions affecting the Land, including Tenant's proportionate share of the Area of the Leased Premises to the Area of the Building of all ad valorem tax payments or in lieu of ad valorem tax payments specified in the Covenant Agreement between the City of Lawton, Oklahoma and the Lawton Economic Development Authority set forth in Exhibit I hereto.

(g) Utility Charges. Tenant shall be responsible for and obligated to pay all gas, water, sewer, electricity and other utility charges (including surcharges) of every type and nature attributable to and in Tenant's proportionate share of the Area of the Leased Premises to the Area of the Building as more particularly shown on Exhibit A.

(h) Notwithstanding anything in the Lease to the contrary, Operating Expense costs shall not include the cost of: (1) providing any service directly to and paid directly by any other user or occupant of the Park; (2) any items for which Landlord is reimbursed by insurance proceeds, condemnation awards, a user or occupant of the Park, or otherwise to the extent so reimbursed; (3) depreciation, amortization or principle and interest on mortgages or ground lease payments; (4) costs incurred by Landlord due to the violation by Landlord or any user or occupant other than Tenant of the Park of any ground or Master Lease or of the terms and conditions of any agreement for use of space in the Park or any law, code, regulation, ordinance or the like; (5) costs of items considered capital repairs, replacements, improvements and equipment under generally accepted accounting principles, consistently applied, except as expressly otherwise included in Operating Expenses above; (6) Landlord's general overhead and general administrative expenses as the same are distinguished from the costs of operation of the Park; (7) any compensation paid to clerks, attendants or other persons in commercial concessions operated by Park; (8) costs incurred in connection with upgrading the Park to comply with disability, life, seismic, fire and safety codes, ordinances, statutes or other laws in effect prior to the Commencement Date, including, without limitation, the Americans with Disabilities Act ("ADA"), including penalties or damages incurred due to such non-compliance; (9) marketing costs, including leasing commissions, brokerage fees, attorneys' fees in connection with the negotiation and preparation of letters, deal memos, letters of intent, use agreements, leases, subleases and/or assignments, space planning costs, and other costs and expenses incurred in connection with lease, sublease and/or assignment negotiations and transactions with present or prospective tenants or other occupants of the Park, including attorneys' fees and other costs and expenditures incurred in connection with disputes with present or prospective tenants or other occupants of the Park; (10) any costs expressly excluded from Operating Costs elsewhere in this Lease; (11) Costs of any items, including but not limited to, costs incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants in the Park including but not limited to permit, license and inspection costs; (12) electric power costs or other utility costs for which any tenant or user directly contracts with the local public services company; (13) costs incurred in connection with the initial construction of

the Park; (14) costs of correcting defects in or inadequacy of the initial design or construction of the Park; (15) costs incurred to i) comply with laws relating to the removal of any “Hazardous Material,” in existence in on or under the Park and (16) costs to remove, remedy, contain, or treat any Hazardous Material, which Hazardous Material is brought onto the Park by anyone other than Tenant.

## **ARTICLE 6** **SERVICES**

### **6.1 Services.**

(a) Except as otherwise provided in this Lease or otherwise agreed, Landlord shall provide, or cause to be provided to the Lease Premises at Tenant’s proportionate share of the cost and expense as set forth in Article 5: heat, ventilation and air conditioning (“HVAC”), trash disposal, electricity, water and sewer, routine maintenance and repairs of the HVAC, exterior landscaping and maintenance, Parking Area maintenance, and Building and common area maintenance and repairs. Repairs and maintenance shall include base Building systems in and serving the Lease Premises, including structural, mechanical, electrical, water and sewer, and, subject to the provisions of Article 7, repairs and replacements to improvements in, on or about the Lease Premises (including the improvements existing in the Lease Premises).

(b) All injury, breakage and damage to the Lease Premises and to any other part of the Building and Park or Land caused by any negligent or willful act or omission of Tenant, or of any agent, employee, or contractor of Tenant, shall be repaired by and at the sole expense of Tenant, except that Landlord shall have the right, at its option, to make such repairs and to charge Tenant directly for all costs and expenses incurred in connection therewith as Additional Rent hereunder. The liability of Tenant for such costs and expenses shall be reduced by the amount of any insurance proceeds actually received, or which would have been received if Landlord carried the coverages required hereunder, by Landlord on account of such injury, breakage or damage.

(c) Notwithstanding anything herein to the contrary Landlord agrees that any janitorial or other services provided to the Lease Premises shall be only by U.S. nationals. Tenant further reserves the right to provided notice to Landlord that it no longer requires janitorial services to the Lease Premises and shall have the right to directly contract for such services.

6.2 Regular Operating Hours; After Hours Charges. Regular operating hours for the Building, including, without limitation, for provision of HVAC, are from 7:00 a.m. to 6:00 p.m. Monday to Friday, and no regular hours on Saturday and Sunday. After hours HVAC service is available with twenty-four (24) hours’ notice at Landlord’s rate schedule, which rate schedule is based on Landlord’s actual costs. Tenant acknowledges that Landlord shall provide Building HVAC services on Saturdays, Sundays or Federal holidays only upon prior written request, and Tenant agrees that if it desires Building HVAC services during a Saturday, Sunday or Federal holiday,

Tenant shall notify Landlord in writing by 5:00 pm on the immediately previous Friday, if a weekend day, or the immediately previous business day, if a Federal holiday.

## ARTICLE 7

### **USE; CONDITION OF LEASE PREMISES; SURRENDER**

**7.1 Use.** Tenant shall use the Lease Premises for general office purposes only to perform Department of Defense and other government contracts and programs (the “**Permitted Use**”).

**7.2 Hiring Practices.** Tenant agrees to not employ or hire any FISTA staff at any time during their FISTA employment, or for a period of 6 months after their employment at FISTA, unless express permission is granted by FISTA and FISTA agrees not to employ or hire any Tenant staff which Tenant is a Tenant or for a period of six months after the end of the Lease term.

**7.3 Condition of Lease Premises.** Tenant accepts the Lease Premises in “as-is” condition existing on the Commencement Date, without any Landlord obligations to make alterations or improvements to the Lease Premises other than alterations and improvements necessary to insure that the Lease Premises are in compliance with all applicable laws, regulations and building codes, including the Americans with Disabilities Act of 1990, as amended (“**ADA**”), and acknowledges that, other than as set forth above, Landlord has made no representation or warranty as to the suitability of the Lease Premises for the conduct of Tenant’s business. Tenant is solely responsible for determining that each of the SCIF Accreditation and IT Certification is adequate for its purposes and use. “As-is” condition shall not be interpreted to relieve Landlord of any of its maintenance, repair, replacement, or similar obligations specifically set forth in this Lease.

**7.4 Compliance with Laws.** Tenant shall, at its sole cost and expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record and requirements in effect during the Lease Term and any extensions or renewals thereof, regulating the use by Tenant of the Lease Premises. Tenant shall be solely responsible for obtaining or maintaining any federal, state or local permits, licenses and approvals necessary or incident to the conduct of Tenant’s business in the Lease Premises. Tenant shall not use or permit the use of the Lease Premises in any manner that will tend to create waste or a nuisance. With respect to the Leased Premises, Building and common areas, Landlord shall take appropriate and timely action to maintain the Building, common areas, and the Lease Premises in compliance with all municipal, county, state, federal and other applicable regulations, including the ADA, hereafter mandated by order of any governmental agency or any other authority during the Lease Term and any extensions thereof, unless any requirement is imposed solely as a result of the specific use of the Lease Premises made by Tenant or any Alterations to the Lease Premises made by or on behalf of Tenant, in which cases Tenant shall bear the cost of compliance. Landlord shall bear the costs of ADA compliance with respect to the Lease Premises, unless such ADA compliance is required due to Tenant’s specific use of the Lease Premises or an Alteration to the Lease Premises made by or on behalf of Tenant.

**7.5 Maintenance and Repairs.** Landlord shall operate the Building in accordance with all applicable Federal, state and local statutes, laws, ordinances and regulations, including, but not limited

to the Americans with Disabilities Act and the International Fire Code adopted by the State of Oklahoma, and as a first-class facility and shall supply all services reasonably required in order to comply with such obligation, including, without limitation, the following: (i) security for the safety of Tenant's employees, visitors and property; (ii) maintenance of, repairs to and replacement of the exterior and structural elements of the Lease Premises and the Building, including the roof and all Common Areas, as well as repair and replacement of all systems including HVAC, electrical and plumbing, (iii) access to the Lease Premises (including elevator and freight elevator service, if any) twenty-four (24) hours a day, seven days a week; (iv) removing of ice and snow from the Common Areas; (v) vermin extermination, and repair and replacing any item in the Building damaged by vermin; (vi) working restroom facilities; and (vii) all fire protection equipment serving the Building and Lease Premises. Landlord shall notify Tenant as soon as reasonably practicable if such systems are non-functioning or are impaired. Landlord shall allow Tenant and its property insurer access to inspect the fire protection equipment and the maintenance records for such equipment upon reasonable notice to the Landlord.

Tenant shall keep the interior of the Lease Premises in good order, condition and repair throughout the Lease Term, and any extensions and renewals thereof (excepting maintenance and repair of the Lease Premises required to be performed by Landlord under this Lease), and shall not commit waste. Further, Tenant shall be solely responsible for maintenance and repair of any Alterations constructed by it. Tenant shall promptly notify Landlord of any repairs required to be made to the Lease Premises. If repairs in the Lease Premises are required which are the obligation of Tenant hereunder, and are not made by Tenant within ten (10) days following receipt of written notice from Landlord to do so (or, if within such time, Tenant should fail to commence and diligently pursue action to effect completion of such repairs), then Landlord may, at its option, conduct such necessary repairs and charge the reasonable cost thereof to Tenant as Additional Rent.

**7.6 Surrender of Lease Premises.** Tenant shall remove its personal property and surrender the Lease Premises at the expiration of the Lease Term, or earlier termination of Tenant's occupancy, in the same condition as it received them, reasonable wear and tear and casualty damage or taking excepted. If Tenant fails to so remove its personal property prior to the expiration of the Lease Term, or earlier termination of Tenant's occupancy, then, at the option of Landlord, such property shall become the property of Landlord, or may be removed and disposed of by Landlord and Tenant shall reimburse Landlord on demand for all reasonable costs of such disposal and the restoration of any damage to the Lease Premises caused or necessitated by such removal, except where such damage results from the negligent or intentional wrongful acts of Landlord or its agents or employees.

## **ARTICLE 8**

### **ALTERATIONS**

#### **8.1 Alterations.**

(a) Tenant shall not make any alterations, additions or improvements ("**Alterations**") to the Lease Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. All Alterations shall be done in a good and workmanlike manner, by properly qualified and licensed persons reasonably acceptable

to Landlord pursuant to plans and specifications approved by Landlord. All Alterations made by Tenant shall be made in accordance with reasonable guidelines promulgated by Landlord for construction in the Building of which Tenant has notice following inquiry of Landlord and shall be completed at Tenant's sole cost and expense. Tenant shall be responsible for obtaining, at its sole cost, any permits, licenses and certificates of occupancy for any such Alterations.

(b) All such Alterations shall become the property of Landlord at the end of the Lease Term and shall remain on the Lease Premises upon the expiration or earlier termination of this Lease, except that:

(i) if, as a condition of Landlord's consent for such Alterations, Landlord requires that such Alterations be removed at the expiration of the Lease Term, Tenant shall, at its sole cost and expense, remove such Alterations and shall repair, at its sole cost and expense, any damage caused to the Lease Premises in removing such item(s) and shall restore, at its sole cost and expense, the affected portion of the Lease Premises to the condition that existed prior to the making of the same, reasonable wear and tear excepted; and

(ii) Tenant may, at any time during the Lease Term or upon the expiration or earlier termination of this Lease or any extensions or renewals thereof, remove its personal property now or hereafter installed by Tenant; provided, however, that Tenant shall repair at its sole cost and expense, any damage caused to the Lease Premises in removing such item(s). All Alterations and personal property not so removed within five (5) business days after the termination of this Lease shall become the property of Landlord.

**8.2 Mechanic's Liens.** If any mechanic's lien is filed against the Lease Premises, the Building, the Park or the Land for work claimed to have been done for or materials claimed to have been furnished to Tenant ("**Lien Work**"), such mechanic's lien shall be discharged by Tenant, at its sole cost and expense, within ten (10) days after the filing of said lien, by the payment thereof or by filing a bond authorized by law and sufficient to fully bond against the amount of any lien and any anticipated costs. If Tenant shall fail to discharge any such mechanic's lien, Landlord may, at its option, discharge the same by filing a bond and such amount shall be repaid to Landlord by Tenant as Additional Rent on demand. Tenant shall defend, indemnify and hold Landlord harmless from and against any and all expenses (including reasonable attorneys' fees and costs), liens, claims or damages to any person or property, and any other expense incurred on account of claims by any person performing work or furnishing materials, labor or supplies for or to the Lease Premises for Lien Work.

## **ARTICLE 9**

### **ENTRY BY LANDLORD**

**9.1** Landlord acknowledges that Tenant requires strict security to be maintained in the Leased Premises to protect Tenant's business operations, and that such security may restrict Landlord's access to the Leased Premises in accordance with applicable governmental security regulations. Landlord, its agents and employees shall have the right to enter the Lease Premises at all reasonable times upon reasonable prior notice (except in the case of an emergency when it would be impracticable) to make repairs and to maintain the Building, and to review the condition of the Lease Premises and determine Tenant's ongoing compliance with this Lease; provided,

however, except in the event of emergency circumstances, any entry shall be upon not less than two (2) business days notice and such Landlord entry into the Lease Premises shall be with a Tenant and a GA escort or CSSO. Notwithstanding anything to the contrary in this Lease, Landlord's right of ingress and egress through the Lease Premises other than offices and conference rooms (unless no other practical means of ingress and egress exists – e.g. hallway) to other areas of the Building shall be unrestricted, provided only Landlord personnel having a clearance level that would otherwise allow them to enter the Lease Premises shall be allowed to traverse the Lease Premises without a Tenant and a GA escort or CSSO. Landlord shall not have keys to the Leased Premises.

## **ARTICLE 10**

### **INSURANCE; INDEMNIFICATION**

**10.1 Tenant's Indemnity.** Subject to Section 10.14 and to the extent not resulting from the negligence or willful misconduct of Landlord or its contractors, licenses, invitees, agents, servants or employees, Tenant agrees subject to any limitations under Oklahoma law to indemnify and save harmless the Landlord Parties from any claim from a third party for (i) any accident, injury or damage caused to any person, or the property of any person, occurring in or about the Lease Premises resulting from any the gross negligence or willful misconduct of Tenant or its contractors, licenses, invitees, agents, servants or employees or (ii) any breach of this Lease by Tenant, provided in no event shall Tenant be responsible for any consequential damages. This indemnification shall not be construed to deny or reduce any other rights or obligations of indemnity that a Landlord Parties may have under this Lease or common law. Landlord shall provide notice of any such third-party claim to Tenant as soon as practicable.

**10.2 Landlord's Indemnity.** To the extent not resulting from any act, omission, fault, negligence or misconduct of Tenant or its contractors, licensees, invitees, agents, servants or employees, Landlord agrees subject to any limitations under Oklahoma law to indemnify and save harmless Tenant from and against any claim by a third party arising from any injury to any person occurring in the Lease Premises or in the Park after the date that possession of the Lease Premises is first delivered to Tenant and until the expiration or earlier termination of the Lease Term, resulting from (i) the negligence or willful misconduct of Landlord or Landlord's employees, or (ii) any breach or default by Landlord in the performance or observance of its covenants or obligations under this Lease; provided Landlord shall in no event be liable for any indirect or consequential damages. This indemnification shall not be construed to deny or reduce any other rights or obligations of indemnity that a Landlord Parties may have under this Lease or common law. Tenant shall provide notice of any such third-party claim to Landlord as soon as practicable.

### **10.3 General Terms of Indemnity**

(a) Breach. In the event that a party breaches any of its indemnity obligations hereunder or under any other contractual or common law indemnity said party shall pay all liabilities, loss, cost, or expense (including attorney's fees) incurred as a result of said breach.

(b) No limitation. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or

benefits payable by or for a party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(c) Survival. The terms of this Section shall survive any termination or expiration of this Lease.

(d) Costs. The foregoing indemnity and hold harmless agreement shall include indemnity for all costs, expenses and liabilities (including, without limitation, attorneys' fees and disbursements) incurred by the Parties in connection with any such claim or any action or proceeding brought thereon, and the defense thereof. In addition, in the event that any action or proceeding shall be brought against one or more Party's by reason of any such claim, the indemnifying party, upon request from the indemnified party, shall resist and defend such action or proceeding on behalf of the indemnified party by counsel appointed by indemnifying party's insurer (if such claim is covered by insurance without reservation) or otherwise by counsel reasonably satisfactory to such Party. A party shall not be bound by any compromise or settlement of any such claim, action or proceeding without the prior written consent of said party.

**10.4 Tenant's Risk.** Tenant agrees to use and occupy the Lease Premises and to use such other portions of the Building and the Park as Tenant is given the right to use by this Lease at Tenant's own risk. The Landlord Parties shall not be liable to the Tenant Parties for any damage, injury, loss, compensation, or claim (including, but not limited to, claims for the interruption of or loss to a Tenant Party's business) based on, arising out of or resulting from any cause whatsoever other than the negligence or willful misconduct of Landlord or any of the Landlord Parties or failure to perform its obligations under the terms of this Lease. Except as specifically provided in this Lease, any goods, property or personal effects stored or placed in or about the Lease Premises shall be at the sole risk of the Tenant Party, and neither the Landlord Parties nor their insurers shall in any manner be held responsible therefor. The Landlord Parties shall not be responsible or liable to a Tenant Party, or to those claiming by, through or under a Tenant Party, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the Lease Premises or any part of the Building or otherwise. The provisions of this Section shall be applicable until the expiration or earlier termination of the Lease Term, and during such further period as Tenant may use or be in occupancy of any part of the Lease Premises or of the Building.

**10.5 Tenant's Commercial General Liability Insurance.** Tenant agrees to maintain in full force from the period commencing on or before the earlier of (i) the date on which any Tenant Party first enters the Lease Premises for any reason or (ii) the Commencement Date, and thereafter throughout and until the end of the Lease Term, and after the end of the Lease Term for so long after the end of the Lease Term as Tenant or anyone acting by, through or under Tenant is in occupancy of the Lease Premises or any portion thereof, a policy of commercial general liability insurance, on an occurrence basis, issued on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG 00 01 10 01 or another ISO Commercial General Liability "occurrence" form providing equivalent coverage. Such insurance shall include broad form contractual liability coverage, specifically covering but not limited to the indemnification obligations undertaken by Tenant in this Lease. The minimum limits of liability of such insurance shall be Two Million Dollars (\$2,000,000) per occurrence. In

addition, in the event Tenant hosts a function in the Lease Premises or any other part of the Building or the Land, Tenant agrees to obtain, and cause any persons or parties providing services for such function to obtain, the appropriate insurance coverages as determined by Landlord (including liquor liability coverage, if applicable) and provide Landlord with evidence of the same.

**10.6 Tenant's Property Insurance.** Tenant shall maintain at all times during the Lease Term, and during such earlier time as Tenant may be performing work in or to the Lease Premises or have property, fixtures, furniture, equipment, machinery, goods, supplies, wares or merchandise on the Lease Premises, and continuing thereafter so long as Tenant is in occupancy of any part of the Lease Premises, business interruption insurance and insurance against loss or damage covered by the so-called "all risk" type insurance coverage with respect to Tenant's property, fixtures, furniture, equipment, machinery, goods, supplies, wares and merchandise, and all alterations, improvements and other modifications made by or on behalf of the Tenant in the Lease Premises, and other property of Tenant located at the Lease Premises, except to the extent paid for by Landlord (collectively "**Tenant's Property**"). The "all risk" insurance required by this Section shall be in an amount at least equal to the full replacement cost of Tenant's Property. Notwithstanding the foregoing, Tenant shall have the right, at Tenant's sole option, to self-insure the "all risk" insurance coverage required under this Section 10.6 provided the Tenant's self-insurance program is in place on the Commencement Date. In addition, during such time as Tenant is performing work in or to the Lease Premises, Tenant, at Tenant's expense, shall also maintain, or shall cause its contractor(s) to maintain, builder's risk insurance for the full insurable value of such work. Landlord shall be named as loss payees, as their interests may appear, on the policy or policies required by this Section. In the event of loss or damage covered by the "all risk" insurance required by this Section, the responsibilities for repairing or restoring the loss or damage shall be determined in accordance with Article 11.

**10.7 Tenant's Other Insurance.** Throughout the Lease Term, Tenant shall obtain and maintain (1) comprehensive automobile liability insurance (covering any automobiles owned or operated by Tenant) issued on a form at least as broad as ISO Business Auto Coverage form CA 00 01 07 97 or other form providing substantially equivalent coverage; (2) worker's compensation insurance or participation in a monopolistic state workers' compensation fund; and (3) employer's liability insurance or (in a monopolistic state) Stop Gap Liability insurance. Such automobile liability insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for each accident. Such worker's compensation insurance shall carry minimum limits as defined by the law of the jurisdiction in which the Lease Premises are located (as the same may be amended from time to time). Such employer's liability insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for each accident, One Million Dollars (\$1,000,000) disease-policy limit, and One Million Dollars (\$1,000,000) disease-each employee.

**10.8 Requirements for Insurance.** All insurance required to be maintained by Tenant pursuant to this Lease shall be maintained with responsible companies that are admitted to do business, and are in good standing, in the jurisdiction in which the Lease Premises are located and that have a rating of at least "A" and are within a financial size category of not less than "Class X" in the most current Best's Key Rating Guide or such similar rating as may be reasonably selected by Landlord. All such insurance shall: (1) be acceptable in form and content to Landlord; and (2) be primary and noncontributory. Each policy shall contain such deductible or self-insured retention as Tenant determines in its sole discretion. Such deductibles and self-insured retentions

shall be deemed to be “insurance” for purposes of the waiver in Section 10.14 below. The minimum amounts of insurance required by this Lease shall not be reduced by the payment of claims or for any other reason. In the event Tenant shall fail to obtain or maintain any insurance meeting the requirements of this Article, or to deliver such policies or certificates as required by this Article, Landlord may, at its option, on ten (10) business days’ notice to Tenant, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord, as Additional Rent, within thirty (30) days after delivery to Tenant of bills therefor. Any or all of Tenant’s insurance may be provided by blanket coverage maintained by Tenant or any affiliate of Tenant under its insurance program for its businesses or properties, or by Tenant or any affiliate of Tenant under a program of self-insurance. Tenant shall not be obligated to insure, and shall not assume any liability of risk of loss for, Landlord’s Property, except to the extent caused by the negligence or willful misconduct of Tenant.

**10.9 Additional Insureds.** The commercial general liability and auto insurance carried by Tenant pursuant to this Lease, and any additional liability insurance carried by Tenant pursuant to Section 10.4 of this Lease, shall name Landlord and those additional persons or entities listed on Exhibit G attached hereto and made a part hereof as additional insureds with respect to liability arising out of or related to this Lease or the operations of Tenant (collectively, “**Additional Insureds**”). Such insurance shall also waive any right of subrogation against each Additional Insureds.

**10.10 Evidence of Insurance.** Evidence of Tenant’s General Liability Insurance and property insurance required to be maintained by Tenant hereunder shall be made available to Landlord on or before the Commencement Date hereof and at other times upon reasonable request of Landlord. Each Memorandum of Insurance for the applicable policy required hereunder shall state that such policy is endorsed to provide that any organizations or persons where required by contract or agreement are named as Additional Insureds under such policy. Tenant hereby agrees that it shall provide not less than thirty (30) days prior written notice to Landlord of any material change adversely impacting the interests of Landlord and/or cancellation of any required policy. In jurisdictions requiring mandatory participation in a monopolistic state workers' compensation fund, the insurance certificate requirements for the coverage required for workers' compensation will be satisfied by a letter from the appropriate state agency confirming participation in accordance with statutory requirements. Such current participation letters required by this Section shall be provided every six (6) months for the duration of this Lease. Failure by Tenant to provide the evidence of insurance required by this Section shall not be deemed to be a waiver of the requirements in this Section.

**10.11 Subtenants and Other Occupants.** Tenant shall require its subtenants of the Lease Premises to provide written documentation evidencing the obligation of such subtenant to maintain insurance that meets the requirements of this Article, and otherwise to comply with the requirements of this Article. Tenant shall require all such subtenants to supply certificates of insurance evidencing that the insurance requirements of this Article have been met and shall forward such certificates to Landlord on or before the earlier of (i) the date on which the subtenant or other occupant or any of their respective direct or indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, servants, employees, principals, contractors, licensees, agents, invitees or representatives first enters the Lease Premises or (ii) the commencement of the

sublease. Tenant shall be responsible for identifying and remedying any deficiencies in such certificates or policy provisions.

**10.12 No Violation of Building Policies.** Tenant shall not commit or permit any violation of the policies of fire, boiler, sprinkler, water damage or other insurance covering the Park (i.e., inclusive of the Building, common areas, Parking Area, and the Land) and/or the fixtures, equipment and property therein carried by Landlord, or do or permit anything to be done, or keep or permit anything to be kept, in the Lease Premises, which in case of any of the foregoing (i) would result in termination of any such policies, (ii) would adversely affect Landlord's right of recovery under any of such policies, or (iii) would result in reputable and independent insurance companies refusing to insure the Park (i.e., inclusive of the Building, common areas, Parking Area, and the Land) or the property of Landlord in amounts reasonably satisfactory to Landlord.

**10.13 Landlord's Insurance.**

(e) Required Property Insurance. Landlord has as of the Commencement Date and shall maintain insurance against loss or damage with respect to the Building (and Park as applicable), with customary exceptions, in such amounts and subject to such deductibles as Landlord may determine. Landlord shall also maintain such insurance with respect to any improvements, alterations, and fixtures located at the Lease Premises to the extent paid for by Landlord. The cost of such insurance shall be treated as a part of Operating Expenses. Such insurance shall be maintained with an insurance company selected by Landlord. Payment for losses thereunder shall be made solely to Landlord.

(f) General Liability Insurance. In its capacity as an Oklahoma Public Trust, Landlord's tort liability is limited to the amounts specified in the Oklahoma Governmental Tort Claims Act, Title 51, Oklahoma Statutes, Section 151 *et seq.* Landlord's general liability policy for claims not within the scope of the Act shall be maintained in the following minimum amounts during the duration of the Lease: one million dollars (\$1,000,000) for each loss per occurrence with an aggregate amount of two million dollars (\$2,000,000).

(g) Optional Insurance. Landlord may maintain such additional insurance with respect to the Building and the Park, including, without limitation, earthquake insurance, terrorism insurance, flood insurance, liability insurance and/or rent insurance, as Landlord may in its sole discretion elect. Landlord may also maintain such other insurance as may from time to time be required by any future mortgagee for the Building. The cost of all such additional insurance shall also be part of the Operating Expenses.

(h) Blanket and Self-insurance. Any or all of Landlord's insurance may be provided by blanket coverage maintained by Landlord or any affiliate of Landlord under its insurance program for its portfolio of properties, or by Landlord or any affiliate of Landlord under a program of self-insurance, and in such event Operating Expenses shall include the portion of the reasonable cost of blanket insurance or self-insurance that is allocated to the Building.

(i) No Obligation. Landlord shall not be obligated to insure, and shall not assume any liability of risk of loss for, Tenant's Property, including any such property or work of tenant's subtenants or occupants, except to the extent caused by the negligence or willful

misconduct of Landlord or any of the Landlord Parties. Landlord will also have no obligation to carry insurance against, nor be responsible for, any loss suffered by Tenant, subtenants or other occupants due to interruption of Tenant's or any subtenant's or occupant's business.

**10.14 Waiver of Subrogation.** The parties hereto waive and release any and all rights of recovery against the other, and agree not to seek to recover from the other or to make any claim against the other, and in the case of Landlord, against all "Tenant Parties" (hereinafter defined), and in the case of Tenant, against all "Landlord Parties" (hereinafter defined), for any loss or damage incurred by the waiving/releasing party to the extent such loss or damage is insured under any insurance policy required by this Lease or which would have been so insured had the party carried the insurance it was required to carry hereunder. Tenant shall obtain from its subtenants and other occupants of the Lease Premises a similar waiver and release of claims against any or all of Tenant or Landlord. The insurance policies required by this Lease shall contain no provision that would invalidate or restrict the parties' waiver and release of the rights of recovery in this Section. The parties hereto covenant that no insurer shall hold any right of subrogation against the parties hereto by virtue of such insurance policy.

The term "**Landlord Party**" or "**Landlord Parties**" shall mean Landlord, any affiliate of Landlord, Landlord's managing agent(s) for the Building, each mortgagee, ground lessor, IT/Security Manager and each of their respective direct or indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, servants, employees, principals, contractors, licensees, agents or representatives. For the purposes of this Lease, the term "**Tenant Party**" or "**Tenant Parties**" shall mean Tenant, any affiliate of Tenant, any permitted subtenant or any other permitted occupant of the Lease Premises, and each of their respective direct or indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, servants, employees, principals, contractors, licensees, agents, invitees or representatives.

**10.15 Tenant's Work.** During such times as Tenant is performing work or having work or services performed in or to the Lease Premises, Tenant shall require its contractors, and their subcontractors of all tiers, to obtain and maintain commercial general liability, automobile, workers compensation, employer's liability, builder's risk, and equipment/property insurance in such amounts and on such terms as are customarily required of such contractors and subcontractors on similar projects. The amounts and terms of all such insurance are subject to Landlord's written approval, which approval shall not be unreasonably withheld, delayed or conditioned. The commercial general liability and auto insurance carried by Tenant's contractors and their subcontractors of all tiers pursuant to this Section shall name the Additional Insureds identified on Exhibit G and such other persons or entities as Landlord may reasonably request from time to time as additional insureds with respect to liability arising out of or related to their work or services. Such insurance shall provide primary coverage without contribution from any other insurance carried by or for the benefit of Landlord, Landlord's managing agent, or other Additional Insureds. Such insurance shall also waive any right of subrogation against each Additional Insured. Tenant shall obtain and submit to Landlord, prior to the earlier of (i) the entry onto the Lease Premises by such contractors or subcontractors or (ii) commencement of the work or services, certificates of insurance evidencing compliance with the requirements of this Section.

**10.16 Consequential Damages.** Neither Tenant nor Landlord shall for any reason or in any event be liable to the other party for consequential damages.

**ARTICLE 11**  
**DAMAGE AND DESTRUCTION**

**11.1** In the event the Lease Premises or any portion of the Building or Common Areas (including parking) necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements, or other casualty, within thirty (30) days after that event, Landlord shall notify Tenant of the estimated time, in Landlord's reasonable judgment, required for repair or restoration as well as the securing of any required SSP, DD254, SPP, SCIF Accreditation, IT Certification and/or any other GA, security-related or other governmental approvals for the Building and/or the Lease Premises, as applicable (collectively, the "**GA Rebuilding Approvals**"). If the estimated time is one hundred and fifty (150) days plus the time required to obtain the GA Rebuilding Approvals or less after the casualty event, Landlord shall proceed promptly and diligently to adjust the loss with applicable insurers, to secure all required governmental permits and approvals (including, without limitation, the GA Rebuilding Approvals), and to repair or restore the Lease Premises (excluding any Alterations for which Tenant shall be solely liable for repair or replacement under any and all circumstances) or the portion of the Building necessary for Tenant's occupancy. This Lease shall remain in full force, except that for the time the Lease Premises is unusable and Tenant does not in fact use the Lease Premises, Tenant shall receive a rent abatement for that part of the Lease Premises rendered unusable and not used in the conduct of Tenant's business from the date of the casualty to the date the GA Rebuilding Approvals have been received and the Lease Premises is available for occupancy by Tenant; provided, however, rent shall not be abated to the extent the Lease Premises, or any portion thereof, is so rendered unusable by reason of an act or omission of Tenant.

**11.2** If the estimated time for repair or restoration and receipt of the GA Rebuilding Approvals in connection with a casualty loss described above is in excess of one hundred and fifty (150) days plus the time required to obtain the GA Rebuilding Approvals after the casualty event, Tenant may elect to terminate this Lease as of the date of the casualty event by giving notice to Landlord within thirty (30) days following receipt of Landlord's notice of the estimated time for repair. If Tenant does not elect to terminate this Lease, Landlord may elect, on notice to Tenant within twenty (20) days after the period for Tenant's election to terminate has expired, to procure the GA Rebuilding Approvals and repair or restore the Lease Premises or the portion of the Building necessary for Tenant's occupancy. In that event, this Lease shall continue in full force, but the rent shall be proportionately abated from the date of the casualty to the date the GA Rebuilding Approvals have been obtained and the Lease Premises is available for occupancy by Tenant. If Landlord does not elect to procure the GA Rebuilding Approvals and repair or restore, this Lease shall terminate as of the date of the casualty event.

**11.3** If the GA Rebuilding Approvals are to be obtained and the Lease Premises or such portion of the Building necessary for Tenant's occupancy are to be repaired or restored under this Article 11, except for any amounts for which Tenant may be liable by reason of the provisions of Article 10 or elsewhere in this Lease which shall be borne by Tenant, Landlord shall repair or restore at Landlord's cost the Building itself and all improvements in the Lease Premises, but in any event excluding Alterations made by or for Tenant following the Commencement Date. Tenant shall pay the cost of repairing or restoring any Alterations made by or for Tenant subsequent to the Commencement Date and shall be responsible for carrying casualty insurance

as Tenant deems appropriate for those Alterations and for the portion of the Building for which Tenant may be liable under Article 10 for repair or reconstruction.

**11.4** In the event of any damage to or destruction of the Lease Premises or the Building, Landlord and Tenant acknowledge that their respective rights and obligations are to be governed exclusively by this Lease.

## **ARTICLE 12**

### **HAZARDOUS MATERIALS**

**12.1 Definitions.** Tenant shall comply with all applicable statutes, laws, ordinances, rules, and regulations now or hereafter mandated by any applicable federal, state, or local governmental authority with respect to the use, generation, treatment, storage, disposal, emission, discharge, release or threatened release of any Hazardous Materials (as hereinafter defined) by Tenant or Tenant Party. **“Hazardous Materials”** means any of the following and any substance or material that contains any of the following: (a) asbestos, asbestos containing materials, and presumed asbestos containing materials; (b) oils, petroleum, petroleum products and by-products, drilling fluids, produced waters, and other wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal resources; (c) polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive materials (including any source, special nuclear, or byproduct material), medical waste, chlorofluorocarbons, lead or lead-based products, and any other substance whose presence could be detrimental to the Lease Premises, Building or the Land, or to health or the environment and (d) any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Law or other Legal Requirements as a “hazardous substance,” “hazardous material,” “hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant,” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, and reproductive toxicity. **“Environmental Law”** means any present and future law and any amendments thereto (whether common law, statute, rule, order, regulation or otherwise), permits, directives, and other requirements of governmental authorities applicable to the Lease Premises, the Building or the Land and relating to the environment, environmental conditions, health, safety, or to any Hazardous Material, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 33 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 1101 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., any so-called “Super Fund” or “Super Lien” law, any Legal Requirements requiring the filing of reports or notices relating to Hazardous Materials, and any similar state and local laws, all amendments thereto, and all regulations, orders, decisions, and decrees now or hereafter promulgated thereunder concerning the environment, industrial hygiene or public health or safety. Tenant shall not cause any Hazardous Materials to be used, generated, treated, stored, disposed of, emitted, discharged, or released on or about the Lease Premises, Building or Land other than such materials and supplies otherwise constituting Hazardous Materials which are normally used in general business offices, provided such materials and

supplies are used, handled, stored and disposed of in accordance with all applicable governmental rules, regulations, laws and requirements.

**12.2 Indemnification.** Tenant shall indemnify, defend by counsel reasonably acceptable to Landlord, and hold harmless the Landlord Parties from and against any and all claims, losses, liability, costs, or expenses, directly or indirectly arising out of (a) the actual or alleged release, presence, removal, or failure to remove, of Hazardous Materials generated, used, released, stored, disposed, or abandoned by Tenant or its employees, agents or contractors, in, on, under or about the Lease Premises, the Building, the Land or the Park, (b) any violation of an Environmental Law by Tenant or its employees, agents, or contractors, or (c) any investigation, assessment, removal, cleanup, abatement, or other corrective action taken with respect to the use or occupancy of the Lease Premises by Tenant or its employees, agents or contractors. To the extent permitted by Oklahoma law, Landlord shall indemnify Tenant and hold Tenant harmless from any cost, liability or expense imposed upon Tenant, including but not limited to, any cost liability or expense under any local, state or federal law, ordinance, statute, rule, regulation, or judicial or administrative order, because of or arising out of any contamination of the Building or the property on which the Lease Premises are located or any contamination of groundwater or surrounding lands because of or arising out of contamination of the Building or the property on which the Leased Premises are located that was not caused by the actions or omissions of Tenant or Tenant's employees or agents. Landlord shall also to the extent permitted by Oklahoma law indemnify Tenant for any cost, liability or expense, including, but not limited to, workers' compensation claims resulting from the presence or removal of asbestos containing materials in the Building. Should such materials be discovered in the Leased Premises, Landlord shall promptly remove or remediate such condition at Landlord's sole cost and expense and without unreasonable interference with Tenant's business.

**12.3 Survival.** The obligations of Landlord and Tenant pursuant to this Article 12 shall survive the termination of this Lease.

**12.4 Representations.** Landlord represents that, except as specified in the Phase I and Phase II Environmental Site Assessments dated May 15, 2018 and August 22, 2018 (the "**Environmental Reports**"), to its actual knowledge as of the Effective Date of this Lease, based solely and exclusively on the Environmental Reports and no further or additional inspection or inquiry having been made, the Land, Building and Leased Premises do not contain any Hazardous Materials nor will the use of any such materials knowingly be permitted by Landlord in the operation of the Building or Park. In the event Landlord is advised, or it shall come to Landlord's attention, that Hazardous Materials exist in the Building (or Park) or the Land, if mandated by any Legal Requirement, Landlord shall take all reasonable steps necessary to promptly remove, at Landlord's expense, all such Hazardous Materials, and in doing so, Landlord shall use its reasonable efforts not to materially interfere with the conduct of Tenant's business; provided, however, that Landlord shall remove, at Tenant's expense, any Hazardous Materials, in, on or about the Lease Premises which Tenant, its employees, agents, subcontractors or subtenants shall have introduced or otherwise brought in, on or about the Lease Premises.

## **ARTICLE 13**

### **EMINENT DOMAIN**

**13.1 Eminent Domain.** If any part of the Lease Premises or such portion of the Building necessary for Tenant's occupancy shall be taken for public use by right of eminent domain or

transferred by agreement under threat of such taking, this Lease shall terminate as of the earlier of the date of such taking or effective transfer of title pursuant to such agreement or the date title is vested in the condemnor or transferee (“**Condemnation Effective Date**”). No portion of any condemnation award shall inure to Tenant, except that Tenant shall have the right to prove and collect the value of the alterations, improvements and fixtures installed by Tenant at its sole cost and moving expenses awarded for such taking under the power of eminent domain. In the event of the termination of this Lease under the provisions of this Article 13, all rent paid in advance shall be apportioned and returned to the Tenant as of the Condemnation Effective Date. Notwithstanding the foregoing, in the event that only a part of the Lease Premises or such portion of the Building necessary for Tenant’s occupancy shall be so taken and such taking, in Tenant’s reasonable opinion does not affect Tenant’s use and occupancy such that the part not so taken shall be sufficient for the operation of Tenant’s business, this Lease shall not terminate, and Tenant shall retain the part not so taken and there shall be a reduction in the rent in corresponding proportion to the reduction in the area of the Lease Premises.

## **ARTICLE 14** **DEFAULTS, REMEDIES**

**14.1 Events of Default by Tenant; Breach.** In addition to those events or occurrences described in this Lease as an Event of Default, the occurrence of any of the following shall constitute an “**Event of Default**” by Tenant under this Lease:

(a) The failure by Tenant to make any payment of Rent or other monetary payment required to be made by Tenant under this Lease, as and when due; provided, however, that Tenant shall have the right to a written notice and a ten (10) business day cure period with respect to its failure to pay Rent or other monetary amount on two (2) occasions per twelve (12) month period during the Lease Term;

(b) The suspension or termination of the IT Certification or the imposition of any other sanction or penalty (monetary, operational or otherwise) relating to the status of the IT Certification during the Lease Term, and any extensions or renewals thereof, as the result of the act or omission to act of Tenant, or its agents, employees or contractors;

(c) Tenant’s breach of any covenant, representation or warranty under Section 7.2(b) of this Lease;

(d) The failure of Tenant to observe, keep or perform any of the terms, covenants, agreements or conditions under this Lease that Tenant is obligated to observe or perform, other than that described in subparagraphs (a), (b) or (c) above, for a period for thirty (30) days after written notice to Tenant of said failure; except, that if such default is reasonably susceptible of being cured but cannot be cured within said thirty (30) day period, then such period shall be extended for a reasonable additional time provided Tenant commences to cure such default within the thirty (30) day period and proceeds diligently thereafter to effect such cure to completion;

(e) the appointment of a receiver for a substantial part of Tenant’s assets;

(f) the abandonment of the Lease Premises and failure to pay Rent; and

(g) the levy upon this Lease or any estate of Tenant under this Lease by attachment or execution and the failure to have the attachment or execution vacated within thirty (30) days or the filing of a voluntary petition in bankruptcy by Tenant or the filing of an involuntary petition by Tenant's creditors, with the petition remaining undischarged for a period of ninety (90) days.

Tenant shall not be entitled to exercise any options in this Lease including, but not limited to, expansion, renewal, right of refusal and termination option if there has been an Event of Default on the part of Tenant for which Tenant has received notice and has not been cured within the applicable cure period.

#### **14.2 Landlord's Remedies.**

(a) In the event of an Event of Default by Tenant, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder. In the event that Landlord shall elect to so terminate this Lease, Landlord may recover from Tenant (subject to conformance with applicable law):

(i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(ii) the worth at the time of the award of the amount by which the unpaid rent for the balance of the Lease Term after the Event of Default exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(iii) to the extent not in conflict with other provisions of this Lease, any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom. As used herein, the "worth at the time of award" is computed by allowing interest at the Default Rate (as defined below in Section 14.4); plus

(b) In the event of an Event of Default by Tenant, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Lease Premises and remove all persons and property from the Lease Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. No re-entry or taking possession of the Lease Premises by Landlord pursuant to this Section 14.2 shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

(c) All rights and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be proved by law, whether or not stated in this Lease. No waiver of any default of Tenant hereunder shall be implied from any acceptance by Landlord of any rent or other payment due hereunder or any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in said waiver. The consent or approval of Landlord to or of any act by Tenant requiring

Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

(d) The rights and remedies of Landlord set forth herein are not exclusive, and Landlord may exercise any other right or remedy available to it under this Lease, at law or in equity.

**14.3 WAIVER.** LANDLORD AND TENANT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE LEASE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

**14.4 Landlord Right to Cure Tenant Default.** If Tenant defaults in the making of any payment or in the doing of any act herein required to be made or done by Tenant, then Landlord may, upon five (5) days' prior written notice except in cases of emergency, but shall not be required to, make such payment or do such act. If Landlord elects to make such payment or do such act, all costs and expenses incurred by Landlord, plus interest thereon at the rate per annum ("**Default Rate**") which is two percent (2%) higher than the publicly announced "prime rate" then being reported by the Bank of America, from the date paid by Landlord to the date of payment thereof by Tenant, shall be immediately paid by Tenant to Landlord as Additional Rent hereunder; provided, however, that nothing contained herein shall be construed as permitting Landlord to charge or receive interest in excess of the maximum legal rate then allowed by law. The taking of such action by Landlord shall not be considered as a cure of such default by Tenant or prevent Landlord from pursuing any remedy it is otherwise entitled to in connection with such default.

**14.5 Late Charge.** If Tenant fails to make any payment of Base Rent or of Additional Rent on or before the date such payment is due and payable, Tenant shall pay to Landlord a late charge of five percent (5%) of the amount of such payment; provided, however, that if Tenant makes all payments of Base Rent and Additional Rent hereunder by wire transfer, then Landlord shall waive such late charge the first time in each calendar year that Tenant fails to make a payment when due, provided that such payment is made within five (5) business days following the receipt of written notice from Landlord. In addition, such payment shall bear interest at the Default Rate, from the date such payment became due to the date of payment thereof by Tenant; provided, however, that if Tenant makes all payments of Base Rent and Additional Rent hereunder by wire transfer, then for the first time in each calendar year that Tenant fails to make a payment when due such late payment shall not begin to accrue interest at the Default Rate until the expiration of the five (5) business day cure period described above. It is expressly agreed that nothing contained herein shall be construed as permitting Landlord to charge or receive interest in excess of the maximum legal rate then allowed by law. Such late charge and interest shall constitute Additional Rent due and payable hereunder with the next installment of annual Base Rent due hereunder.

**14.6 Landlord Default.**

(a) The occurrence of any of the following shall constitute a material default (a "Landlord Default") of this Lease by Landlord: (i) any failure by Landlord to make any payment required to be made by Landlord hereunder when due, where such failure continues for thirty (30) days after delivery of written notice of such failure by Tenant to Landlord; (ii) any material failure by Landlord to perform or comply with any other material provision of this Lease, to be performed or complied with by Landlord, where such failure continues for thirty (30) days after delivery of written notice of such failure by Tenant to Landlord; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, there shall not be a Landlord Default if Landlord shall, within thirty (30) days of such notice commence such cure, and thereafter diligently prosecute such cure to completion.

(b) If the Landlord Default materially and adversely affects Tenant's rights under this Lease and cannot be cured within a reasonable time or at a reasonable cost by Tenant, Tenant may terminate this Lease. If Tenant terminates this Lease, Tenant may recover all damages it incurs resulting therefrom, including, without limitation, (i) the unamortized value over the remaining Term of this Lease of Tenant's improvements and Alterations to the Leased Premises and the Building, provided the same shall have been paid for by Tenant but regardless of whether Tenant's improvements and alterations might be considered a part of the Leased Premises or shall be or become Landlord's property under the provisions of this Lease, (ii) the value of Tenant's fixtures that cannot be removed from the Premises or the Building without incurring substantial cost, and (iii) the cost of relocation.

(c) In addition, in the event of a Landlord Default Tenant may cure the same at the expense of Landlord (i) immediately and without notice in the case of emergency, or where such default will result in a material violation of Law by Tenant, if not cured immediately, and (ii) in any other case if such default continues for thirty (30) days following the receipt by Landlord of written notice of such default from Tenant; provided, however the existence of any such default shall also be subject to arbitration in the manner provided in subsection (b) above, with such thirty (30) day cure period being suspended in the same manner as provided in subsection (b) above. All costs incurred in good faith by Tenant in curing such default shall be reimbursed by Landlord within thirty (30) days of demand, and if not so reimbursed by Landlord within such period, may be offset against any Basic Monthly Rent, Additional Rent, or any other payments thereafter due and to become due from Tenant under this Lease thereafter coming due hereunder.

(d) All rights and remedies of Tenant contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Tenant shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be proved by law, whether or not stated in this Lease. No waiver of any default of Landlord hereunder shall be implied from any payment by Tenant of any rent or other payment due hereunder or any omission by Tenant to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in said waiver.

(e) The rights and remedies of Tenant set forth herein are not exclusive, and Tenant may exercise any other right or remedy available to it under this Lease, at law or in equity.

**14.7 No Waiver.** No Event of Default by Tenant shall be deemed waived unless in writing and signed by Landlord. No Event of Default by Landlord shall be deemed waived unless in writing and signed by Tenant.

## **ARTICLE 15** **RULES AND REGULATIONS**

**15.1** Tenant and its agents, employees, subtenants, contractors, customers, clients, licensees, family members, guests or other invitees (each, an “**Invitee**” or, collectively, “**Invitees**”) shall at all times abide by and observe the Rules and Regulations attached hereto as Exhibit H. In addition, Tenant and its Invitees shall abide by and observe all other rules or regulations that Landlord may promulgate from time to time for the operation and maintenance of the Building, provided that notice thereof is given to Tenant and such rules and regulations are reasonable, non-discriminatory, not inconsistent with the provisions of this Lease. Landlord shall have the right to modify the rules and regulations from time to time to comply with the requirements of the GA and/or to maintain the Building’s SCIF Accreditation and IT Certification. Such rules are to be applied by Landlord in a non-discriminatory manner against all tenants in the Building; provided, that Landlord shall not be liable to Tenant or its Invitees for the violation of such rules or regulations by any other tenant or such other tenant’s Invitees. If there is any inconsistency between this Lease and the Rules and Regulations set forth in Exhibit H, this Lease shall govern.

## **ARTICLE 16** **LANDLORD COVENANTS**

**16.1 Quiet Enjoyment.** Landlord covenants that, conditioned upon timely payment of rent by Tenant and upon compliance by Tenant with the terms and conditions of this Lease, Tenant shall at all times have the right to quiet use and enjoyment of the Lease Premises and Tenant shall peaceably and quietly have, hold and enjoy the Lease Premises for the Lease Term and any extensions or renewals thereof subject to the terms of this Lease, and any mortgage, indenture or other agreement to which this Lease is subordinate.

**16.2 Interruption of Service.** Landlord shall not carry on any activity which directly or indirectly, unreasonably obstructs, interferes with, or impairs the ability of Tenant to use the Lease Premises. If the Lease Premises are rendered unfit for Tenant’s reasonable use or occupation or made impassable through the acts, omissions or negligence of Landlord, its employees, agents, contractor or invitees (excluding interference caused by fire, strikes, governmental authority or acts of God), Landlord shall promptly undertake and complete the repair and restoration of the same, and if such inability of Tenant to use the Lease Premises persists for more than three (3) consecutive business days, and Tenant has not in fact been using the Lease Premises, then beginning on the fourth (4<sup>th</sup>) consecutive business day of Tenant’s inability to use the Lease Premises as stated herein, there shall be a proportional abatement of rent during such period until such repair and restoration is completed and the Lease Premises fit for occupancy and use as contemplated herein.

## **ARTICLE 17**

## **ASSIGNMENT AND SUBLETTING**

**17.1** Tenant shall not assign, mortgage, pledge or otherwise encumber this Lease (or its interest in this Lease) nor sublet all or any portion of the Lease Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, customers and contract partners of Tenant shall be entitled to occupy portions of the Lease Premises from time to time without the prior approval of Landlord; provided, however, that (f) such temporary occupancy by any customers or contract partners of Tenant shall be in compliance with the Building Rules and Regulations, the SSP, and all applicable GA, SCIF Accreditation and IT certification requirements described in this Lease and (g) such customers and contract partners of Tenant shall be deemed Tenant Parties for purposes of Tenant's indemnity obligations under Article 10 of this Lease.

**17.2** Provided that: (a) Tenant shall remain liable for the duration of the Lease Term for all covenants, payments and other obligations under this Lease, (b) there is no Event of Default which is continuing and ongoing beyond applicable cure periods, and Tenant is in compliance with all obligations of this Lease at the time of any sublease or-assignment, (c) any future subtenant agrees in writing to abide by all of the terms and conditions of this Lease, or in the case of an assignment, such assignee agrees in writing to assume all of Tenant's obligations under this Lease, and (d) Tenant shall require its subtenants of the Lease Premises to provide indemnities to the Landlord Parties in a form similar to Tenant's indemnity in Section 10.1 herein or as otherwise approved by Landlord, then Landlord, upon a request made within thirty (30) days prior to the effectiveness of such proposed assignment or sublease, which request shall include a copy of the agreement effecting such proposed transfer, along with any other documentation reasonably requested by Landlord, shall not unreasonably withhold, delay, or condition consent to a proposed sublease or assignment to a party.

## **ARTICLE 18** **SIGNAGE**

No sign, advertisement or notice referring to Tenant shall be inscribed, painted, affixed or otherwise displayed on any part of the exterior or the interior of the Building or any other location within the Park, except on the directories and doors of offices and such other areas as are designated by Landlord, and then only in such place, number, size, color and style as are approved by Landlord and are in accordance with any applicable state or local building code or zoning regulations. All of Tenant's signs that are approved by Landlord shall, at Landlord's election, be installed by Landlord at Tenant's cost and expense and shall be removed by Landlord at Tenant's sole cost and expense at the end of the Lease Term (and Landlord shall repair any damage to the Building or the Lease Premises caused by such removal, at Tenant's sole cost and expense (except to the extent due to negligence or willful misconduct of Landlord)). If any sign, advertisement or notice that has not been approved by Landlord is exhibited or installed by Tenant, Landlord shall have the right to remove the same at Tenant's expense. Notwithstanding the foregoing, Landlord shall, at Landlord's cost, provide building standard suite entry signage identifying Tenant in a location designated by Landlord and in such place, number, size, color and style as are approved by Landlord in Landlord's sole discretion, and Landlord also shall list Tenant's name or the names of any subtenants or assignees (but not the names of any personnel of

Tenant or of any personnel of such subtenants or assignees) on the Building lobby directory. Landlord's acceptance of any name for listing on the Building directory will not be deemed, nor will it substitute for, Landlord's consent, as required by this Lease, to any sublease, assignment or other occupancy of the Lease Premises. Landlord shall have the right to prohibit any advertisement of or by Tenant which in its opinion tends to impair the reputation of the Building or its desirability as a Class A office building, and upon notice from Landlord, Tenant shall immediately refrain from and discontinue any such advertisement. Landlord reserves the right to affix, install and display signs, advertisements and notices on any part of the exterior or interior of the Building but not in the Lease Premises except as may be required by law or in emergency situations.

## **ARTICLE 19** **SUBORDINATION**

**19.1 Subordination.** This Lease is subject to and subordinate to the lien of any and all mortgages (which term "**mortgages**" shall include both construction and permanent financing and shall include deeds of trust and similar security instruments) which may now encumber the Building, and to any and all renewals, extensions, modifications, recastings or refinancing thereof (collectively "Security Document"). This Lease shall also be subject and subordinate to the lien of (i) any new first mortgage that hereafter may encumber the Building, and (ii) any second or junior mortgages that may hereafter encumber the Building, provided the holder of the first mortgage consents to such subordination. At any time after the execution of this Lease, the holder of any mortgage to which this Lease is subordinate shall have the right to declare this Lease to be superior to the lien of such mortgage, and Tenant agrees to execute all documents required by such holder in confirmation thereof, in all cases subject to the receipt by Tenant of a subordination, non-disturbance and attornment agreement from the applicable mortgagee in a form reasonably acceptable to Tenant.

**19.2 Further Assurances.** In confirmation of the foregoing subordination, Tenant shall, at Landlord's request, promptly execute upon not less than thirty (30) business days' prior written notice from Landlord any requisite or appropriate certificate or other document to evidence such subordination. If Tenant fails to execute such certificate or other document within the aforesaid thirty (30) business day period, then Landlord may, after the expiration of such period, give Tenant another request for delivery of the executed certificate or document, which shall state in bold face, capital letters at the top thereof: "**WARNING: SECOND REQUEST. FAILURE TO RESPOND TO THIS REQUEST WITHIN FIVE (5) BUSINESS DAYS SHALL RESULT IN DEEMED APPROVAL THEREOF.**" If Tenant does not respond within five (5) business days after receipt of the second request, Tenant shall be deemed to have agreed to the terms of the certificate or other document of subordination. Tenant agrees that in the event any proceedings are brought for the foreclosure of any mortgage encumbering the Building, and such foreclosing party agrees not to disturb the Lease, Tenant shall attorn to the purchaser at such foreclosure sale, if requested to do so by such purchaser, and shall recognize such purchaser as the landlord under this Lease, and Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event any such foreclosure proceeding is prosecuted or completed or any deed in lieu obtained. Tenant agrees that upon such attornment, such purchaser shall not (i) be bound by any payment of annual base rent or additional rent for more than one (1) month in advance, except prepayments in the nature of security for the

performance by Tenant of its obligations under this Lease, but only to the extent such prepayments have been delivered to such purchaser; (ii) be bound by any amendment of this Lease made without the consent of the foreclosing party following notice to Tenant of institution of such foreclosure proceedings; (iii) be liable for damages for any act or omission of any prior landlord; or (iv) be subject to any offsets or defenses which Tenant might have against any prior landlord. After succeeding to Landlord's interest under this Lease, such purchaser shall perform in accordance with the terms of this Lease all obligations of Landlord arising after the date such purchaser acquires title to the Building. Upon request by such purchaser, Tenant shall execute and deliver an instrument or instruments confirming its attornment.

**19.3** After receiving notice from any person, firm or other entity that it holds a mortgage, deed of trust or ground lease on the Building, or the land on which the Building is situated, no notice from Tenant to Landlord alleging any default by Landlord shall be effective unless and until a copy of the same is given to such holder, trustee or ground lessor; provided, however, that Tenant shall have been furnished with the name and address of such holder, trustee or ground lessor. The curing of any of Landlord's defaults by such holder, trustee or ground lessor shall be treated as performance by Landlord.

**19.4 Non-Disturbance Agreements.** With respect to each Security Document existing as of the date hereof, Landlord shall obtain and deliver to Tenant within thirty (30) days of the date hereof, fully executed Non-Disturbance Agreement from the ground lessor, lender, mortgagee, and/or beneficiary thereunder (the "Holder"). With respect to each future Security Document and any modification, renewal, extension, or replacement of any existing or future Security Document, Landlord shall obtain and deliver to Tenant as soon as reasonably possible a Non-Disturbance Agreement from the appropriate Holder. Each Non-Disturbance Agreement shall be binding upon the respective legal representatives, successors, and assigns of the Holder and shall be in the form reasonably acceptable to Tenant.

## ARTICLE 20

### ESTOPPELS AND FINANCIAL STATEMENTS

**20.1 Estoppel Certificates.** Tenant agrees, at any time and from time to time, upon not less than ten (10) business days' prior written notice from Landlord, to execute, acknowledge and deliver to Landlord a true statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if there have been any modifications, that this Lease is in full force and effect as modified and stating the modifications), (ii) stating the dates to which the rent and any other charges hereunder have been paid by Tenant, (iii) stating whether or not, to the actual knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and if so, specifying the nature of such default, (iv) stating the address to which notices to Tenant are to be sent, and (v) stating such other factual information as Landlord or any other holder of a mortgage secured by the Building may reasonably request on a form as Landlord or such holder may reasonably request and is acceptable to Tenant, which acceptance shall not be unreasonably withheld. If Tenant fails to execute, acknowledge and deliver any such written statement within the aforesaid ten (10) business day period, then Landlord may, after the expiration of such period, give Tenant another request for delivery of the executed statement, which shall state in bold face, capital letters at the top thereof: **"WARNING:**

**SECOND REQUEST. FAILURE TO RESPOND TO THIS REQUEST WITHIN FIVE (5) BUSINESS DAYS SHALL RESULT IN DEEMED APPROVAL THEREOF.”** If Tenant does not respond within five (5) days after receipt of the second request, Tenant shall be deemed to have agreed to the facts in the estoppel certificate as presented. Any such statement delivered by Tenant may be relied upon by any owner of the Building or the Land, any prospective purchaser of the Building or the Land, any mortgagee or prospective mortgagee of the Building or such Land or of Landlord’s interest therein, or any prospective assignee of any such mortgagee.

## **ARTICLE 21**

### **OTHER**

**21.1 Notices.** Any notice, demand, approval, consent, request or election given pursuant to this Lease shall be in writing. The parties’ addresses for communications shall be as set forth in Article 1 above.

(a) By prior written notice to the other party, either party may specify a different address and facsimile number, and Landlord may specify the name and address of any future mortgagee of the Building, if any, who also must receive notices hereunder.

(b) Any communications so addressed shall be given by prepaid registered or certified U.S. Mail, by courier or by prepaid overnight delivery by a nationally-recognized courier service or by electronic means (e-mail or fax). Any notices sent by U.S. Mail or courier shall be deemed received on the earlier of the date of actual receipt or the first business day of delivery or attempted delivery as certified by the post office or the courier company.

**21.2 Attorneys’ Fees.** In any legal proceeding whatsoever, including bankruptcy, arbitration, declaratory relief or other litigation between Tenant and Landlord, or their successors or assigns, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all reasonable attorneys’ fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not, and that such reimbursement shall be included in any judgment or final order issued in that proceeding. The “prevailing party” means the party in whose favor a final decision is rendered.

**21.3 Holdover.** In the event that Tenant shall not immediately surrender the Lease Premises at the expiration of the Lease Term, Tenant shall become a tenant by the month at a Base Rent and Additional Rent equal to one hundred and twenty-five percent (125%) of the amount of the Base Rent and all Additional Rent in effect during the last month of the Lease Term. Said monthly tenancy shall commence on the first day following the expiration of the Lease Term. As a monthly tenant, Tenant shall be subject to all the terms, conditions, covenants and agreements of this Lease. Tenant shall give to Landlord at least thirty (30) days’ written notice of any intention to quit the Lease Premises. Tenant shall be entitled to thirty (30) days’ written notice to quit the Lease Premises, which notice shall not be given until the expiration of the Lease Term, unless Tenant has committed an Event of Default hereunder which is continuing and ongoing beyond all applicable notice and cure periods, in which event Tenant shall not be entitled to any notice to quit, the usual thirty (30) days’ notice to quit being hereby expressly waived. Notwithstanding the

foregoing provisions of this Section 21.3, Tenant shall have no legal right to remain in the Lease Premises beyond the expiration of the Lease Term, and in the event of a holdover Landlord shall retain all rights and remedies provided for under this Lease and at law or in equity with respect to such a holdover (including, without limitation, any consequential damages resulting therefrom).

**21.4 Time of the Essence.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

**21.5 Successors and Assigns.** Subject to the provisions of Article 17 of this Lease, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns.

**21.6 Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but rather shall be cumulative with all other remedies in law or equity. The exercise of one remedy by a party hereunder shall not preclude the subsequent exercise of another remedy by that party for the same or a subsequent default by the other party.

**21.7 Force Majeure.** Except as otherwise provided in this Lease, whenever either party is prevented or delayed from the performance of any obligation hereunder (other than obligations for the payment of money when due) as a result of strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, pandemics, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty (subject to the provisions of Article 11 hereof), or other causes beyond the reasonable control of such party, then such party shall be excused from the performance of the obligation to the extent of and for the period of time that such situation continues.

**21.8 Terms and Headings: Capitalized Terms.** The titles of the articles and sections of this Lease are for convenience only and are not to be considered in construing this Lease.

**21.9 Severability.** Any provision or provisions of this Lease which shall be found to be invalid, void or illegal by a court of competent jurisdiction, shall in no way affect, impair or invalidate any other provisions hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

**21.10 Construction.** Notwithstanding which of the parties may be deemed to have prepared this Lease or any provision hereof, this Lease shall not be interpreted either for or against Landlord or Tenant based on such preparation, but this Lease shall be interpreted in accordance with the general tenor of the language to reach an equitable result.

**21.11 Third Party Beneficiaries.** With the exception of the City of Lawton, Oklahoma in its capacity as the sole beneficiary of the FISTA Development Trust Authority created under Oklahoma statutory law, this Lease, and each provision hereof, is intended solely for the mutual benefit of the parties to this Lease and is not intended for the benefit of any third party. Except as otherwise expressly provided herein, no third party has or shall acquire any rights under this Lease and no third party shall be entitled to rely upon or enforce this Lease or any provision hereof, including, but not limited to, any covenant, representation, or warranty made by Landlord to Tenant contained herein.

## **21.12 RESERVED**

**21.13 Governing Law.** This Lease shall be construed and enforced in accordance with the laws of the State of Oklahoma. Any action brought under this Lease may only be brought in the county in which the Lease Premises is situated.

**21.14 Further Assurances.** The parties hereto agree to promptly sign all commercially reasonable documents reasonably necessary or desirable to give further effect to the provisions of this Lease.

**21.15 No Recording.** Landlord, and only Landlord, shall be permitted to record a notice of lease or short form of lease in the form prescribed by the applicable state recording laws. If Landlord chooses to record this Lease it shall be at Landlord's sole cost and expense.

**21.16 Final Agreement.** This Lease and the Exhibits attached hereto represent the final agreement between Landlord and Tenant regarding the subject matter hereof and may not be contradicted by evidence of prior, subsequent or contemporaneous oral agreements of the parties. No amendment or modification hereto shall be valid and binding unless expressed in writing and executed by both parties hereto.

**21.17 Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall comprise but one and the same instrument.

**21.18 Signing Authority.** Each signatory executing this Lease represents and warrants that he or she is duly authorized to bind the corporation or other entity for which he or she signs this Lease.

**21.19 Brokers Fees.** Landlord and Tenant represent and warrant that neither party has employed any broker or finder in respect of this Lease other than Tenant's Broker, and each party shall indemnify and hold harmless the other party from and against any other claim or claims for brokerage or other fees or commissions arising from or out of any breach of the foregoing representation and warranty.

## **ARTICLE 22**

### **RIGHT OF FIRST OFFER**

**22.1 ROFO.** Landlord agrees that Tenant shall have the continuing right to lease additional suites within the Building as such suite(s) become available for lease and are offered to the general public following the vacation of such suite(s) by the then current tenant of such suite(s) (the "**First Offer Space**"), subject to and in accordance with the following terms and conditions:

(a) The term of the lease for such First Offer Space shall be for a period of not less than two (2) years and, if there is more than two (2) years remaining in the Lease Term, shall be coincident with the remaining Lease Term (subject to Tenant's right to renew such term) under the Lease.

(b) Landlord shall notify Tenant in writing of the availability of the First Offer Space (the “**First Offer Space Notice**”), which notice shall identify which suites are available.

(c) In no event shall Tenant have the right to lease less than one (1) full Suite, and, in no event shall Tenant be permitted to lease any partial Suites.

(d) Tenant shall have a period of thirty (30) days following receipt of the First Offer Space Notice to notify Landlord in writing whether Tenant desires to lease the First Offer Space that is the subject of such First Offer Space Notice. If Tenant timely provides such written notice, such notice shall constitute Tenant’s binding and irrevocable election to lease the First Offer Space that was the subject of the First Offer Space Notice. The Base Rent for the First Offer Space (“**First Offer Space Base Rent**”) shall be determined by the mutual agreement of Landlord and Tenant within thirty (30) days after the date Landlord receives Tenant’s notice of its election to lease the First Offer Space. The First Offer Space Base Rent shall be based upon one hundred percent (100%) of the then current Market Base Rent (as hereinafter defined) for the Lease Premises. For purposes herein, “**Market Base Rent**” shall refer to Landlord’s then current rental rate being offered to tenants for comparable space in the Building for the amount of rentable square feet approximately equal to the then Area of the Lease Premises occupied by Tenant. Notwithstanding the foregoing, if the parties are unable to agree upon the First Offer Space Base Rent after negotiating in good faith during such thirty-day period as to the amount, then Tenant’s right to lease the First Offer Space hereunder shall be null and void and of no further force or effect. All then-existing terms and conditions of this Lease shall apply to the First Offer Space. In the event Tenant does not timely notify Landlord that Tenant desires to lease the First Offer Space, then Tenant’s rights under this Article 22 with respect to the First Offer Space that was the subject of the First Offer Space Notice shall lapse and Landlord shall be free to lease such First Offer Space to any other party on such terms and conditions as Landlord in its sole discretion may determine.

(e) If Tenant leases any First Offer Space hereunder, Landlord shall deliver possession of the First Offer Space to Tenant promptly after the date on which the First Offer Space is vacated by the prior tenant thereof. Landlord shall incur no liability, and the expiration date of the term for which the First Offer Space is leased shall not be extended, if Landlord is unable to deliver possession of the First Offer Space to Tenant due to any holdover tenant’s refusal to vacate, or for any other reason. Landlord agrees to use reasonable efforts to obtain possession of the First Offer Space as soon as reasonably possible, including, without limitation, the commencement of eviction proceedings. Any First Offer Space which is leased to Tenant shall be delivered by Landlord and accepted by Tenant in its then-current “as is” condition. Tenant shall be obligated to pay Base Rent and Additional Rent on the First Offer Space (in accordance with the provisions of the Lease) commencing on the date that Landlord delivers possession of the First Offer Space to Tenant (“**First Offer Space Commencement Date**”) and continuing through the date that is mutually determined by Landlord and Tenant to be the expiration date of Tenant’s lease of the First Offer Space (“**First Offer Space Expiration Date**”), which date shall be no less than two (2) years after the First Offer Space Commencement Date.

**22.2 No Defaults.** Notwithstanding anything herein to the contrary, if, at the time Tenant would otherwise be entitled to exercise its right to lease any First Offer Space (or at any time thereafter prior to the date on which such First Offer Space is delivered to Tenant), there

exists an Event of Default under this Lease beyond any applicable notice and cure period, then at Landlord's election, Tenant shall have no right to lease the applicable First Offer Space. Notwithstanding anything herein to the contrary, Tenant's rights under this Article 22 are subject to (i) all rights, including without limitation, renewal and expansion options that may exist or may hereafter be granted in writing to any party leasing and occupying any of the First Offer Space and (ii) any expansion rights of any other tenant occupying space in the Building prior to the Commencement Date with respect to such tenant's right to lease the Additional Space.

**22.3 Amendment.** Promptly after Tenant elects to lease any First Offer Space pursuant to this Article 22, the parties shall execute an amendment to this Lease (which amendment shall be in form and substance reasonably acceptable to Landlord and Tenant) adding such First Offer Space to the Lease Premises on the terms and conditions specified in this Article (however, the failure to execute any such amendment shall not invalidate or otherwise affect the addition of the First Offer Space to the Lease Premises as provided in this Article).

*[signature pages to follow]*

**IN WITNESS WHEREOF**, the parties have caused this Lease to be executed as of the date first above written.

ATTEST:

FIRES INNOVATION SCIENCE &  
TECHNOLOGY ACCELERATOR, a public trust

By \_\_\_\_\_  
Chair, Authorized Signatory

By \_\_\_\_\_  
Secretary

ATTEST:

R4 TECHNOLOGIES, INC.

By  \_\_\_\_\_  
Authorized Signatory

By \_\_\_\_\_  
Secretary



EXHIBIT A

LEASE PREMISES

5,241 SQFT located inside Central Plaza

**Raytheon I & I  
Space**

EXHIBIT A-1

Central Plaza Site Plan



EXHIBIT B

IT EQUIPMENT

Suite and r4 Equipment:

List all equipment – No IT Equipment installed by Landlord.

EXHIBIT C

FORM OF DECLARATION

This **Exhibit C** is attached and made a part of that certain Lease dated October 3, 2023 (“**Lease**”), by and between Fires Innovation Science and Technology Accelerator Development Trust Authority, a public trust of the City of Lawton, Oklahoma (“**Landlord**”) and r4 Technologies, Inc., a Delaware Corporation (“**Tenant**”). The terms used in this Exhibit C that are defined in the Lease shall have the same meanings as provided in the Lease. The Declaration to be executed by Landlord and Tenant pursuant to the Lease shall provide as follows:

“This Declaration made as of the 3<sup>rd</sup> day of October 2023 is being provided pursuant to the terms and provisions of that certain Lease dated October 3, 2023 (“**Lease**”), by and between Fires Innovation Science and Technology Accelerator Development Trust Authority, a public trust of the City of Lawton, Oklahoma (“**Landlord**”) and r4 Technologies, Inc., a Delaware Corporation (“**Tenant**”). The parties to the Lease desire to confirm that the following terms which are defined in the Lease shall have the same meanings set forth below for all purposes in the Lease:

1. The Commencement Date is October 3, 2023.
2. The initial term of the Lease shall expire on October 3, 2028.
3. The number of square feet in the Lease Premises located is 5,241 (*subject to final review upon site visit*).
4. The annual base rent with respect to the Lease Premises for the first Lease Year is Seventeen Dollars (\$17.00) per square feet multiplied by the total area of the Lease Premises (subject to abatement as provided in Section 1.15 of the Lease).
5. As of the date hereof the Lease has not been modified and is in full force and effect and there are no defaults thereunder.

*[Signatures to follow]*

*[Remainder of page left intentionally blank]*

**IN WITNESS WHEREOF**, the parties have caused this Declaration to be executed as of the date first above written.

FIRES INNOVATION SCIENCE &  
TECHNOLOGY ACCELERATOR, a public trust

ATTEST:

By \_\_\_\_\_  
Chair, Authorized Signatory

By \_\_\_\_\_  
Secretary

R4 TECHNOLOGIES, INC.

ATTEST:

DocuSigned by:  
By Paul Breitenbach  
B2D2576D77AB45F...  
Authorized Signatory

By \_\_\_\_\_  
Secretary

EXHIBIT D

N/A

EXHIBIT E

N/A

EXHIBIT F

Security Services Provided to Building Tenants

- Tenants will receive a detailed Security service catalog with all available services outlined with appropriate service level agreements.
- The Security Provider will coordinate all aspects of tenant transition into and out of the Building, including necessary security documentation, accounts and services.
- Visitor Control support will include badge production for all tenants and frequent visitors, processing of Visit Authorization Requests and maintenance of Visitor Control database.
- Security Office will include a full-time Security Manager/CSSO, a full-time Security Specialist, a full-time Document Control Specialist
- Conference Center in the Building, available on a non-exclusive basis as coordinated through Landlord's managing agent.

EXHIBIT G

LIST OF ADDITIONAL INSUREDS

Fires Innovation Science and Technology Accelerator Development Trust Authority, a public trust  
of the City of Lawton, Oklahoma

City of Lawton, Oklahoma

InTouch Management Services, LLC

## EXHIBIT H

### RULES AND REGULATIONS

This **Exhibit H** is attached to and made a part of that Lease dated as of October 3, 2023 (“**Lease**”), by and between Fires Innovation Science and Technology Accelerator Development Trust Authority, a public trust of the City of Lawton, Oklahoma (“**Landlord**”) and r4 Technologies, Inc. (“**Tenant**”). Unless the context otherwise requires, the terms used in this **Exhibit H** that are defined in the Lease shall have the same meanings as provided in the Lease.

The following rules and regulations have been formulated for the safety and well-being of all tenants of the Building and to ensure compliance with municipal and other requirements. Strict adherence to these rules and regulations is necessary to guarantee that each and every tenant will enjoy a safe and undisturbed occupancy of its premises in the Building. Any continuing violation of these rules and regulations by Tenant shall constitute a default by Tenant under the Lease (subject to the notice and cure period set forth in Article 14 of the Lease).

Landlord may, upon request of any tenant, waive the compliance by such tenant of any of the following rules and regulations in any particular instance, provided that (i) no waiver shall be effective unless signed by Landlord, or its authorized agent, (ii) any such waiver shall not relieve such tenant from the obligation of complying with such rule or regulation in the future unless otherwise agreed to by Landlord, (iii) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with these rules and regulations, unless such other tenant has received a similar written waiver from Landlord, and (iv) any such waiver by Landlord shall not relieve Tenant from any liability to Landlord for any loss or damage occasioned as a result of Tenant’s failure to comply with any rule or regulation.

1. The sidewalks, entrances, passages, elevators, vestibules, stairways, corridors, halls, and other parts of the Building not exclusively occupied by any tenant shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from each tenant’s premises. Landlord shall have the right to control and operate the public portions of the Building, and the facilities furnished for common use of the tenants, in such manner as Landlord deems best for the benefit of the tenants generally. No tenant shall permit the visit to its premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and other public portions or facilities of the Building by other tenants.

2. No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of Landlord, which may be granted or withheld in Landlord’s sole and absolute discretion. No drapes, blinds, shades, screens or window film shall be attached to or hung in, or used in connection with, any window or door of the premises, without the prior written consent of Landlord. All awnings, projections, curtains, blinds, shades, screens and other fixtures must be of a quality, type, design and color, and attached in the manner approved by Landlord, which may be granted or withheld in Landlord’s sole and absolute discretion. All drapes, blinds, shades or screens must be locked in “closed” position at all times.

3. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the public or common area halls, corridors or vestibules without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion.

4. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no debris, rubbish, rags, or other substances shall be thrown therein.

5. There shall be no marking, painting, drilling into or defacement of the Building or any part of the premises that is visible from public areas of the Building except as may be approved by Landlord in accordance with the Lease. Tenants shall not construct, maintain, use or operate within their respective premises any electrical device, wiring or apparatus in connection with a loudspeaker system or other sound system. No such loudspeaker or sound system shall be constructed, maintained, used or operated outside of the premises.

6. No bicycles or vehicles and no animals other than fish, dogs, ferrets or pets of any other kind shall be brought into or kept in or about the Building or any tenant's premises. No cooking or heating of food shall be done or permitted by any tenant on its premises. No tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from its premises. No personal appliances including, without limitation, coffee makers, refrigerators, microwaves, heating units, lamps or heating or cooling fans shall be permitted to be kept in the premises by tenant or any of its employees or agents.

7. No space in the Building shall be used for the manufacture of goods for sale in the ordinary course of business, or for the sale at auction of merchandise, goods or property of any kind. Furthermore, the use of its premises by any tenant shall not be changed without the prior approval of Landlord.

8. No tenant shall unreasonably disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, whistling, singing, or in any other way. No tenant shall throw anything out of the doors or windows or down the corridors or stairs of the Building.

9. No flammable, combustible or explosive fluid, chemical or substance shall be brought into or kept upon the premises.

10. No changes shall be made in any existing locks or the locking mechanism therein, without Landlord's approval which shall not be unreasonably withheld, conditioned, or delayed. The doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress or egress and code required emergency egress. Each tenant shall, upon the termination of its tenancy, restore to Landlord all keys of stores, offices, storage and toilet rooms either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys so furnished, such tenant shall pay to Landlord the replacement cost thereof. Tenant's key system shall be separate from the rest of the Building.

11. Landlord (on behalf of itself and its management agents, including Landlord's IT/Security Provider) reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these rules and regulations or the Lease.

12. No tenant shall pay any employees on its premises, except those actually working for such tenant at the tenant's premises.

13. Landlord reserves the right to exclude from the Building at all times any person who is not known or does not properly identify himself to the Building management or the IT/Security Provider's staff member on duty. Landlord may, at its option, require all persons admitted to or leaving the Building between the hours of 6:00 p.m. and 7:30 a.m., Monday through Friday, and at any hour on Saturdays, Sundays, and legal holidays, to register. Each tenant shall be responsible for all persons for whom it authorizes entry into the Building and shall be liable to Landlord for all acts or omissions of such persons. All visitors must be checked for security clearance and cleared for entry by Landlord's IT/Security Provider prior to entry into any SCIF areas or tenant space.

14. The premises shall not, at any time, be used for lodging or sleeping or for any immoral or illegal purpose.

15. Each tenant, before closing and leaving its premises any time shall see that all lights are turned off.

16. Landlord's employees shall not perform any work or do anything outside of their regular duties, unless under special instruction from the management of the Building. The requirements of tenants will be attended to only upon application to Landlord, and any such special requirements shall be billed to Tenant (and paid when the next installment of rent is due) in accordance with the schedule of charges maintained by Landlord from time to time or at such time as is agreed upon in advance by Landlord and Tenant.

17. Canvassing, soliciting and peddling in the Building is prohibited and each tenant shall cooperate to prevent the same.

18. There shall not be used in any space or in the public halls of the Building, either by any tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and side guards.

19. Mats, trash or other objects shall not be placed in the public corridors of the Building.

20. Landlord does not maintain suite finishes constructed by Tenant. However, should the need arise for repairs of items not maintained by Landlord, Landlord will arrange for the work to be done at Tenant's expense.

21. Drapes installed by Landlord for the use of Tenant or drapes installed by Tenant, which are visible from the exterior of the Building, must be cleaned by Tenant at least once a year, without notice, at Tenant's own expense.

22. The Building is a non-smoking facility. Landlord shall have the right from time to time in its sole discretion to establish "smoke-free" perimeters surrounding the Building entrances and exits within which smoking shall not be permitted.

23. All requests for Building services must be directed/registered through the IT/Security Provider or FISTA President & CEO.

24. All tenants are requested to follow the Building's recycling program.

EXHIBIT I

EXECUTED AND FILED COVENENANT AGREEMENT  
BETWEEN CITY OF LAWTON, OKLAHOMA AND  
LAWTON ECONOMIC DEVELOPMENT AUTHORITY  
ATTACHED



Covenant Agreement  
City-LEDA.pdf