

**JOB CREATION PROGRAM AGREEMENT BETWEEN FIRES INNOVATION
SCIENCE & TECHNOLOGY ACCELERATOR (FISTA) DEVELOPMENT TRUST
AUTHORITY AND R4 TECHNOLOGIES, INC.**

THIS AGREEMENT is entered into by and between Fires Innovation Science & Technology Accelerator (FISTA) Development Trust Authority, a public trust of the City of Lawton, Oklahoma, having an address at P.O. Box 2883, Lawton, Oklahoma 73502 (hereinafter referred to as the "FISTA"), and r4 Technologies, Inc. (hereinafter referred to as "r4"), a Delaware corporation registered in the State of Oklahoma.

W I T N E S S E T H:

WHEREAS, the FISTA was created by the City of Lawton, State of Oklahoma, as a public trust with said full name being the Fires Innovation Science and Technology Accelerator (FISTA) Development Trust Authority for the use and benefit of the Beneficiary City and for the municipal public purposes of promoting high quality business development in the City, under the provisions of Title 60, Oklahoma Statutes, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act, and other applicable statutes and laws of the State of Oklahoma; and

WHEREAS, The specific purposes of the Trust (the "Plan") include planning, establishing, developing, constructing, enlarging, improving, maintaining, equipping and making available Fires Innovation Science and Technology Accelerator (FISTA) facilities, appurtenances, and related improvements within the territorial boundaries of the City of Lawton, Oklahoma, that will attract defense contractors, high-technology industry, innovative businesses, and to expand the local economy and enhance the City's economic base through the expansion and diversification of high-quality job opportunities and new private investment; and

WHEREAS, the Plan is intended to provide incentives for job creation ("Program Incentives") to qualified companies upon locating additional high-wage jobs to FISTA Phase I and future facilities at Central Plaza, 200 SW "C" A venue in Lawton, Oklahoma; and

WHEREAS, the incentives shall be contingent upon the number of high-wage jobs established and compliance with the terms and conditions of this Agreement; and

WHEREAS, r4 is a provider of artificial intelligence services; and

WHEREAS, r4 is a targeted industry proposing to create high-wage job opportunities at the FIST A facilities; and

WHEREAS, r4 anticipates creating and maintaining a number of new high-wage jobs stationed at the FISTA during the term of that certain Lease Agreement of even date herewith

(the "Lease"), with average annual job wages including salaries and benefits (as detailed below) of one hundred thousand dollars (\$100,000); and

WHEREAS, the FISTA proposes to provide r4 incentives in the form payments in accordance with the Funding Structure and a rent abatement in connection with r4 leasing of a portion of the FISTA facilities, pursuant to the Lease, and creating new high-wage jobs as further described herein.

WHEREAS, the FISTA finds and declares providing this incentive to r4 pursuant to this Agreement is consistent with the purposes set forth in the FISTA Trust Indenture and is in the public's best interest.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties do agree as follows:

1. Recitals. The above recitals are true and correct and form a material part of this Agreement.
2. Incorporation of Premises. The premise of this Agreement is incorporated herein as if fully set out below. All exhibits to this Agreement are hereby deemed a part hereof.
3. Effective Date. This Agreement shall be effective on the date it is last executed by a party hereto, and shall, unless sooner terminated as provided herein, be in effect for two (2) years.
4. Obligations of the FISTA:
 - a. The FISTA shall abate rental payments accruing under the Lease in accordance with Exhibit "A", based on the actual number of jobs created as shown in the Quarterly Report described in Section 8 herein, provided r4 meets its obligations as set forth in Section 5.
 - b. The FISTA shall provide funding to r4 in accordance with the Presence Agreement.
 - c. The FISTA's obligations to provide funding and the rent abatement arise only upon r4's provision to the FISTA of all documents, statements, including the Quarterly Report, and other evidence of completion of the requirements contained in this Agreement and the applicable Program Incentive(s), as described in Exhibit "A", which is incorporated herein by reference; and

5. Obligations of r4:

- a. r4 shall create new jobs stationed at the FISTA during the first year of the Lease and new additional jobs thereafter during the term of the Lease, paying average annual job wages including salaries and benefits of one hundred thousand dollars (\$100,000), in accordance with the schedule set forth in Exhibit "A". The FISTA will apply the rent abatement (or prorated portion thereof) based on the actual number of jobs created as shown in the Quarterly Report described in Section 8 herein.
- b. r4 shall comply with all the terms and conditions set forth in Exhibit "A". If r4 fails to comply with any such terms and conditions, then r4 shall receive no rent abatement referenced in subsection 4a for that particular period and any remaining period(s) noncompliance with the terms and conditions continues.
- c. r4 shall open FISTA AI Center of Excellence (FACE), conduct design sessions with FISTA, plan a joint venture with FISTA, and include FISTA branding on advertising or success stories.
- d. r4 shall contemporaneously enter into a Lease with the FISTA with a term of five (5) years. Only the base rent for the first two (2) years of the Lease's term will be eligible for rent abatement pursuant to Exhibit "A". r4 will be responsible for paying all additional rent during the first two (2) years of the Lease's term pursuant to the terms and conditions of the Lease. r4 will also be responsible for paying the full base rent amount and all additional rent resulting from the final three (3) years of the Lease's term and for any rent arising from any extension(s) to the Lease should such extension(s) be exercised.

6. Termination.

- a. This Agreement shall terminate on the same date the Lease terminates, unless terminated sooner as provided herein.
- b. If r4 breaches any material term of this Agreement and such breach remains uncured for a period of thirty (30) days, the FISTA may terminate the whole or any part of this Agreement and

may pursue any and all legal remedies available to seek reimbursement of incentives already provided.

- c. Before either Party may exercise its right of termination, the terminating Party shall provide written notice to the other of such breach or default and the breaching Party shall have thirty (30) days thereafter within which to cure the breach or default.
 - d. Waiver by a Party of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
7. Records. r4 shall maintain books, records, and other evidence relating to the Project in accordance with generally accepted accounting principles, procedures and practices, in a manner that fulfills the requirements of this Agreement.
 8. Quarterly Report. r4 shall submit a Quarterly Report to the FISTA in the format provided in Exhibit "B" within sixty (60) days of the end of each quarter during the term of this Agreement. The Quarterly Report shall show the actual number of jobs created and/or maintained, the time period in which the jobs were created and/or maintained, and the location and wages of the jobs created and/or maintained.
 9. Audit. r4 expressly acknowledges that, during the term of this Agreement, the FISTA shall have the right to audit the books and records from time to time to verify compliance by r4 with the terms, conditions, limitations, restrictions and requirements of this Agreement solely in regard to hires and wages. The FISTA shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the books and records for the aforementioned purpose. Any cost incurred by r4 as a result of a FISTA audit shall be the sole responsibility of and shall be borne by r4.
 10. Repayment. r4 shall be liable for repayment of any rent abatement applied/credited under the terms of this Agreement, which may be deemed by the FISTA to have been dispersed in error. No other repayment, reimbursement, or claw back procedure is applicable to this Agreement.
 11. Indemnification. r4 shall indemnify and hold harmless the FISTA, its agents, employees, and elected and appointed officials, from

and against all claims, damages, losses, and expenses (including all attorney's costs and fees, and all attorney's costs and fees on appeal) arising out of or resulting from r4's gross negligence or intentional misconduct during its performance or activities as provided herein.

12. Notification of Address Change. r4 shall notify the FISTA in writing of any changes to the mailing and principal address of any of its offices within ten (10) calendar days of the official address change.
13. Force Majeure. The parties shall use reasonable diligence to ultimately fulfill the intent of this Agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.
14. Controlling Laws.
 - a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Oklahoma, and all duly adopted or applicable ordinances, regulations and policies of the FISTA and City of Lawton now in effect and those hereinafter adopted.
 - b. The location for resolution or settlement of any and all claims, controversies, or disputes arising out of or relating to any part of this Agreement, or any breach hereof, shall be Comanche County, Oklahoma.
15. Miscellaneous.
 - a. r4 warrants that it has not employed or retained any company or person, other than a bona fide employee or consultant working for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift, or any other

consideration that is contingent upon or resulting from the award or making of this Agreement.

- b. r4 warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, or marital status.
- c. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing.
- d. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.
- e. If either party has to file suit to enforce the terms of this Agreement or pursue reimbursement of funds, the prevailing party shall be entitled to attorney's fees.
- f. Upon execution, this Agreement shall NOT be recorded except as required by the Oklahoma Open Meeting and Records Acts applicable to Oklahoma public trusts.

16. Notices. Any notices required or allowed herein shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addresses below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

FISTA: Chair/President & CEO
P.O. Box 2883
Lawton, OK 73502

With a copy to: Burgess & Hightower Law Firm
c/o Brad Burgess
21 NW 44th Street, Suite 206
Lawton, OK 73505

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

With a copy to: Legal Counsel
r4 Technologies, Inc.
38 Grove Street, Building C
Ridgefield, CT 06877

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals each upon the date so indicated.

R4 TECHNOLOGIES, INC.

DocuSigned by:
By: Paul Breitenbach
Print Name: Paul Breitenbach
Title: CEO

**Fires Innovations Science & Technology Accelerator
(FISTA) Development Trust Authority, a public trust
of the City of Lawton, Oklahoma**

By: _____
Print Name:
Title:

EXHIBIT "A"
JOB CREATION PROGRAM

Job Creation Incentive – r4 and the FISTA join together to collaborate on a project to leverage artificial intelligence for workforce and supply chain development; and drive economic growth. Additionally, we share a commitment to make the FISTA a success and grow high tech jobs that will provide the needed capabilities and transform the landscape of Lawton-Fort Sill. In an effort to support r4, the FISTA Authority agrees to provide incentives to r4 in exchange for high quality and paying jobs being stationed at the FISTA by r4. The base annual rent for the space is \$17.00 per square foot which will be abated in full by FISTA for a period of two years if r4 meets its job creation obligations. A high-tech job will be defined as all jobs equaling or exceeding \$100K wages (including salary and benefits, training and travel costs, stock options and health benefits). Additionally, r4 will be allowed to average its high-tech jobs for reporting. For instance, a \$200K senior engineer's salary will raise the average of first-time employees (recent college graduates).

High-tech jobs as defined above shall be new local (FISTA) hires. Whether the hires were made locally (from within the Lawton-Fort Sill community), across the State of Oklahoma, or another state, hires stationed at the FISTA will be considered jobs created and will count towards calculating the rent abatement incentives as long as they meet the wage standard specified in this Agreement. Jobs meeting the wage standard brought to and stationed at the FISTA by subcontractors of r4 will also be counted towards calculating the rent abatement incentives. FISTA agrees to provide reasonable assistance (with no associated cost to FISTA) to r4 in identifying and liaising with state, local and regional employee recruitment sources and to provide general business development assistance to identify commercial and government opportunities for r4, such as Posting jobs on community forums and working with local educational systems.

There are no additional incentives if r4 exceeds the number of required jobs for each period outlined on the Funding Schedule. If at any time during a period r4 drops below the required number of employees meeting the \$100K threshold, a portion of the base rent will be due for each unfilled or ineligible job below the required number of jobs for that period.

r4 will have six months to make its needed hires to cover the base rent under the Lease. At the end of that period (and the end of each following three-month period) r4 will report back to the FISTA detailing its hires, wages and average compensation. If at the time of that assessment, r4 does not have the required jobs needed to cover the annual base rent for that 6-month period, r4 shall begin paying the delta (for example, if 5 jobs are required for the period but r4 only creates 4 jobs, 20% of the base rent will be due or if 10 jobs are required but r4 only creates 9 jobs, 10% of the base rent will be due)(collectively,

“Rent Clawback”). This lease amount would be in force until the next quarterly report. At that time, the new number of high-tech jobs would be used to determine r4’s annual base rent for that period if any.

FUNDING SCHEDULE

Timeline (from Effective Date)	Jobs Required to Receive Funding
Initial Activity-6 Months	----
6-12 Months	5 Personnel (20% of rent abated per job created)
12-18 Months	10 Personnel (10% of rent abated per job created)
18-24 Months	10 Personnel (10% of rent abated per job created)

EXHIBIT “B”
QUARTERLY REPORT

Date:	
Report Period Start Date:	
Report Period End Date:	
Number of New Jobs Created Stationed at FISTA:	
Average Annual Wage of New Jobs (salary and benefits – investment portfolios and health benefits):	
Number of Maintained Jobs previously reported:	
Average Annual Wage of Jobs previously reported (salary and benefits – investment portfolios and health benefits):	
Total Number of Jobs Stationed at FISTA:	
Average Annual Wage of All Jobs Stationed at FISTA:	

By: _____

Print Name: _____

Title: _____