

GROUND LEASE AGREEMENT

This Ground Lease Agreement (this "Lease"), is made on this ____ day of _____, 2018 (the "Effective Date"), by and between The Board of County Commissioners of Tulsa County, Oklahoma ("Lessor"), and Iron Gate, Inc., an Oklahoma not-for-profit corporation ("Lessee") (each a "Party" and collectively hereinafter the "Parties," unless otherwise indicated).

For and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION ONE **LEASED PREMISES**

Lessor, for and in consideration of the agreed rents to be paid and in consideration of the other covenants and agreements hereinafter recited to be kept and performed, does hereby lease, let, and demise unto Lessee that certain tract of undeveloped, unimproved land consisting of approximately 1.776 acres and 77,340 square feet approximately located at the intersection of West Archer Street and North Frisco Avenue, Tulsa, Tulsa County, Oklahoma 74103, which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference for all purposes as if set forth in full, together with and all rights, title and interest of Lessor in and to any adjacent roads, street, alleys, easements, appurtenances and rights-of-way of Lessor within the boundaries so described, (hereinafter collectively referred to as the "Leased Premises"). Lessee accepts the Leased Premises in their **AS-IS AND WITH ALL FAULTS** condition, and understands and agrees that Lessor shall not be responsible for any additional work or Improvements (as hereinafter defined), to, in, on, or about the Leased Premises. The Improvements and personal property, if any, to be situated on the Leased Premises after the execution of this Lease, all of which are or shall be subject to the terms and conditions of this Lease, will and shall remain the sole property of Lessee unless otherwise expressly set forth in this Lease.

SECTION TWO **TITLE; INSPECTION; CONDITION**

The Leased Premises are subject to all zoning regulations, restrictions, easements, rules, and ordinances, building restrictions, and other laws and regulations now in effect or which may in the future be adopted by any governmental authority having jurisdiction as of the Effective Date of this Lease.

A. **Title and Survey.**

(1) Not later than thirty (30) days after the Effective Date, Lessee may, at Lessee's sole cost and expense, obtain a title commitment (the "ACommitment") from Guaranty Abstract Company, ATTN: Arlene Phillips, 320 S. Boulder, Tulsa, Oklahoma 74103, Telephone: (918) 587-6621, Facsimile: (918) 582-2228, Email: arlenep@guarantyabstract.com ("Title Company"), by the terms of which Title Company shall agree to issue to Lessee a leasehold

owner's title insurance policy covering the Leased Premises, along with a photocopy of all documents referenced as title exceptions shown on the Commitment (collectively the "Title Documents"). In the event Lessee wishes to purchase a leasehold owner's title insurance policy pursuant to the Commitment, Lessee may do so, at Lessee's sole cost and expense.

(2) No later than thirty (30) days after the Effective Date, Lessee may, at Lessee's sole cost and expense, obtain an ALTA'ASCM survey of the Leased Premises (the ASurvey"). The Survey shall be sufficient and acceptable to the Title Company for the purpose of enabling the Title Company to modify the exceptions contained in the Commitment pertaining to survey matters as permitted by applicable title insurance regulations, and shall include a certification by the surveyor of the survey to the Lessee, Lessor, and the Title Company.

(3) No later than ten (10) days after the receipt of the last received of the Commitment, Title Documents, and the Survey by Lessee, (the ATitle Objection Period"), Lessee shall provide written notice to Lessor (ATitle Objection Notice") of any matters contained in the Commitment or identified on the Survey to which Lessee objects. No matter shall be construed as a valid objection to title unless it is so construed under the "Oklahoma Title Examination Standards," as amended. No later than ten (10) days after receipt of the Title Objection Notice, Lessor shall notify Lessee as to which matters, if any, Lessor elects to attempt to cure no later than the end of the Inspection Period (as hereinafter defined). Lessor has no obligation to cure any matters set forth in the Title Objection Notice, except that prior to the end of the Inspection Period, Lessor shall be obligated to remove any monetary liens affecting the Leased Premises relating to past due and owing obligations of the Lessor. If there are any matters contained in the Title Objection Notice that Lessor elects not to cure or any matters that Lessor elects to attempt to cure, but is unable to cure to Lessee's satisfaction, in Lessee's sole and absolute discretion, prior to the end of the Inspection Period, then Lessee may terminate this Lease by written notice to Lessor given no later than the last day of the Inspection Period for matters Lessor elects to cure and given no later than twenty (20) days after Lessor's receipt of the Title Objection Notice as to matters Lessor elects not to cure, in which event, this Lease shall terminate and, except for obligations of Lessee and Lessor which survive termination of this Lease, the Parties shall have no further obligations or liabilities hereunder. Should Lessee fail to terminate this Lease pursuant to this Section 2(A)(3), Lessee forever waives Lessee's objections to those matters contained in the Title Objection Notice which Lessor did not cure.

B. Inspection Period. Lessor agrees that Lessee shall have until sixty (60) days following the Effective Date (the "Inspection Period"), in which to make all audits, inspections, investigations, studies, analyses, and tests desired by Lessee with respect to the Leased Premises; provided that, in so doing, Lessee shall use Lessee's best, good faith efforts to minimize damage or injury to the Leased Premises. The cost and expense of all such audits, inspections, investigations, studies, analyses, and tests undertaken by Lessee pursuant to this Contract shall be borne solely by Lessee. During the Inspection Period, Lessor hereby grants to Lessee (and Lessee's authorized agents and/or contractors), a revocable license to enter upon the Leased Premises and conduct such reasonable, non-destructive audits, inspections, investigations, studies, analyses, and tests, including, without limitation, surveys, environmental studies and tests, or other activities as Lessee deems necessary; provided, however, Lessee (and Lessee's

authorized agents and/or contractors), will not be permitted to conduct destructive or invasive testing (including without limitation, any environmental testing other than a Phase I Environmental Site Assessment (“Phase I ESA”)), of the Leased Premises without Lessor’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed. The access license hereinabove granted by Lessor to Lessee shall in no way be construed as giving Lessee possession of or any legal or equitable title to or easement upon the Leased Premises prior to the expiration of the Inspection Period. Lessee shall provide Lessor with a minimum of twenty-four (24) hours’ advance notice (which may be verbal), of any entry upon the Leased Premises by or on behalf of Lessee during the Inspection Period. A representative of Lessor shall have the right, but not the obligation, to be present during any audits, inspections, investigations, studies, analyses, and tests of the Leased Premises conducted by Lessee (or Lessee’s authorized agents and/or contractors). If, within the Inspection Period, Lessee shall, for any reason in Lessee’s sole discretion, disapprove or be dissatisfied with any aspect of the Leased Premises, then Lessee shall be entitled to terminate this Lease by giving notice thereof to Lessor and Title Company on or before the expiration of the Inspection Period, in which event, this Lease shall terminate and, except for obligations of Lessee and Lessor which survive termination of this Lease, the Parties shall have no further obligations or liabilities hereunder. If Lessee does not terminate this Lease by delivery of such notice prior to the expiration of the Inspection Period, Lessee shall be conclusively deemed to have knowingly and expressly accepted the Leased Premises subject to, and in the condition and as otherwise set forth in, Section 2(C) hereinbelow, Lessee shall no longer have any right to terminate this Lease pursuant to this Section 2(B).

Prior to any entry onto the Leased Premises by Lessee (or Lessee’s authorized agents and/or contractors), Lessee (and Lessee’s authorized agents and/or contractors), shall obtain and deliver to Lessor an insurance certificate (in form and substance reasonably acceptable to Lessor), evidencing that Lessee (and Lessee’s authorized agents and/or contractors), shall have in full force and effect during the term of the Inspection Period a policy of commercial general liability insurance with limits of not less than \$1,000,000 combined single limit, covering liabilities for personal injury, death, and property damage arising out of activities on or about the Leased Premises by Lessee (and Lessee’s authorized agents and/or contractors), which policy shall: (i) name Lessor as additional insured; (ii) be underwritten by an insurance company licensed to do business in the State of Oklahoma and having a Best’s rating of A/VII or better; (iii) include a contractual liability endorsement with respect to Lessee indemnification obligations hereunder; and (iv) not be cancelable or subject to amendment without at least thirty (30) days’ advance written notice to Lessor.

LESSEE SHALL AND DOES HEREBY RELEASE, INDEMNIFY, AND HOLD LESSOR HARMLESS, AND LESSEE SHALL DEFEND LESSOR (WITH COUNSEL ACCEPTABLE TO LESSOR), FROM AND AGAINST, ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, DAMAGES, INJURIES, OR ACTIONS INCIDENT TO, RESULTING FROM, OR IN ANY WAY ARISING OUT OF, ANY SUCH AUDITS, INSPECTIONS, INVESTIGATIONS, STUDIES, ANALYSES, AND TESTS OF THE LEASED PREMISES OR ANY ENTRY BY OR ON BEHALF OF LESSEE ONTO THE LEASED PREMISES. Lessee’s indemnity of Lessor set forth in this Section 2(B) shall survive Lessee’s termination of this Lease during the Inspection Period. In the event of Lessee’s termination of this Lease during the Inspection Period, then Lessee (or Lessee’s authorized agents and/or contractors), at Lessee’s sole cost and expense, shall immediately restore the

Leased Premises, as nearly as reasonable possible, to its original condition with respect to any changes thereto resulting from activities by or on behalf of Lessee on the Leased Premises. Lessee (and Lessee's authorized agents and/or contractors), shall at all times during the Inspection Period comply with all applicable laws, regulations, ordinances, and rules that govern the Leased Premises.

C. Condition of Leased Premises. **LESSEE SPECIFICALLY ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE LEASED PREMISES OR ANY INFORMATION DELIVERED BY LESSOR TO LESSEE IN CONNECTION WITH THE LEASED PREMISES. LESSEE IS LEASING THE LEASED PREMISES “AS-IS, WHERE-IS, AND WITH ANY AND ALL FAULTS” AND DEFECTS, KNOWN OR UNKNOWN, LATENT OR PATENT (AND LESSEE HEREBY KNOWINGLY AND EXPRESSLY WAIVES SAME, ANY AND ALL CLAIMS REGARDING SAME, AND RELEASES AND HOLDS LESSOR FREE AND HARMLESS THEREFROM), WITHOUT ANY REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, BY OR ON BEHALF OF LESSOR, AS TO THE LEASED PREMISES OR ANY INFORMATION DELIVERED BY LESSOR TO LESSEE IN CONNECTION WITH THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF: (A) FITNESS FOR A PARTICULAR PURPOSE, (B) HABITABILITY, (C) MERCHANTABILITY, (D) SUITABILITY, (E) USE, (F) OPERATION, (G) AVAILABILITY AND/OR QUALITY OR OPERATION OF UTILITIES, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, WATER, (H) ACCESS, (I) INGRESS, (J) EGRESS, (K) QUALITY, (L) SUBDIVIDING, PLATTING AND/OR ZONING, (M) LICENSING AND/OR PERMITTING, (N) SOIL CONDITIONS, (O) DRAINAGE, (P) FLOODING CHARACTERISTICS, (Q) COMPLIANCE OR NONCOMPLIANCE OF THE LEASED PREMISES WITH ALL APPLICABLE LAWS, REGULATIONS, ORDINANCES, OR RULES, OR (R) ANY OTHER CONDITION(S) EXISTING WITH RESPECT TO, IN, ON, OVER, OR UNDER THE LEASED PREMISES, ALL OF WHICH WARRANTIES LESSOR HEREBY EXPRESSLY AND SPECIFICALLY DISCLAIMS, AND IN SOLE RELIANCE ON LESSEE'S OWN INDEPENDENT AUDITS, INSPECTIONS, INVESTIGATIONS, STUDIES, ANALYSES, AND/OR TESTS OF AND INTO THE LEASED PREMISES. UNLESS LESSEE TERMINATES THIS LEASE DURING THE INSPECTION PERIOD, LESSEE SHALL FULLY AND KNOWINGLY ASSUME THE RISK THAT ANY AND ALL ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS OR THE COMPLIANCE OR NONCOMPLIANCE OF THE LEASED PREMISES WITH ALL APPLICABLE LAWS, REGULATIONS, ORDINANCES, OR RULES (SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO HEALTH OR THE ENVIRONMENT), EACH AS MAY BE AMENDED FROM TIME TO TIME, AND INCLUDING ANY AND ALL LAWS, REGULATIONS, ORDINANCES, RULES, OR POLICIES PROMULGATED THEREUNDER (“ENVIRONMENTAL LAWS”)), MAY NOT HAVE BEEN REVEALED BY LESSEE'S OWN INDEPENDENT AUDITS, INSPECTIONS, INVESTIGATIONS,**

STUDIES, ANALYSES, AND/OR TESTS OF AND INTO THE LEASED PREMISES. UNLESS LESSEE TERMINATES THIS LEASE DURING THE INSPECTION PERIOD, LESSEE HEREBY KNOWINGLY AND EXPRESSLY WAIVES, RELEASES, AND HOLDS LESSOR FREE AND HARMLESS FROM AND AGAINST, ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAWS, REGULATIONS, ORDINANCES, OR RULES (INCLUDING, BUT NOT LIMITED TO EQUITY AND COMMON LAW, WHETHER SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, AND ANY AND ALL ENVIRONMENTAL LAWS), THAT LESSEE MIGHT OTHERWISE HAVE AGAINST LESSOR RELATING TO THE USE, CHARACTERISTICS, OR CONDITION OF THE LEASED PREMISES OR ANY OF THE OTHER MATTERS DESCRIBED IN THIS SECTION 2(C).

SECTION THREE
TERM

A. Initial Term. Subject to the terms, provisions, covenants, and conditions of this Lease, and provided that Lessee does not terminate this Lease pursuant to Section 2 hereinabove, Lessee shall have, hold, possess, and enjoy the Leased Premises for a term of ninety-nine (99) years (the "Term"), commencing on the first business day after the expiration of the Inspection Period (the "Commencement Date"), and expiring at midnight on ninety-ninth (99th) anniversary thereof (the "Expiration Date"), unless sooner terminated as provided in this Lease. The actual dates of the Commencement Date and the Expiration Date shall be agreed upon and memorialized by the Parties via the execution of Lessee's Acceptance Agreement, contained in **Exhibit "B"**, attached hereto and incorporated herein by reference for all purposes as if set forth in full.

B. Renewal Term(s). After the Expiration Date, this Lease shall renew itself automatically for successive one (1) year terms (each a "Renewal Term"), for so long and only for so long as the Leased Premises and the Improvements shall have been maintained by Lessee in substantially good working order and condition consistent with the Permitted Use (as hereinafter defined), and former practice during the three (3) year period of the Term prior to the Expiration Date of the initial Term and any subsequent Renewal Term(s). Each Renewal Term shall be on the same terms and conditions, except length of term, and the construction obligations set forth in Section 11 hereinbelow, as the original Term of this Lease.

SECTION FOUR
DELIVERY OF POSSESSION

If Lessor, for any reason whatever, cannot deliver possession of the Leased Premises to Lessee at the Commencement Date, this Lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting from such nondelivery, but in that event, there shall be a proportionate reduction of Rent (as hereinafter defined), covering the period between the Commencement Date and the time when Lessor can deliver possession.

SECTION FIVE
COVENANT OF QUIET ENJOYMENT

Lessor covenants that if and as long as Lessee keeps and performs every covenant, agreement, term, provision, and condition contained in this Lease on the part and on behalf of Lessee to be kept and performed, Lessee shall have quiet and peaceable possession and enjoyment of the Leased Premises during the Term of this Lease and any subsequent applicable Renewal Term(s).

SECTION SIX
USE OF LEASED PREMISES

Lessee is granted the right to occupy and use the Leased Premises only for the construction, development, and operation of a soup kitchen and grocery pantry facility to feed homeless and indigent people in need, to be constructed, developed, and operated at Lessee's sole cost and expense, fulfilling Lessee's mission of feeding the hungry of Tulsa, Oklahoma (the "Facility"), and other activities necessarily and appropriately directly related thereto (the "Permitted Use"), and for no other purpose or purposes whatsoever without the advance, express written consent of the Lessor, which may be withheld or denied in Lessor's sole and unfettered discretion. The Facility shall be built substantially in accordance with plans and specifications previously submitted to Lessor by Lessee and approved in writing by Lessor as set forth in Section 11 hereinbelow.

Lessee shall not do or permit any act or thing which is contrary to any law, rule, regulation, or ordinance, or which is contrary to any provision of an insurance policy affecting or pertaining to the Leased Premises or the Improvements subsequently constructed thereon by Lessee, or which might impair the value or usefulness of the Leased Premises or the Improvements subsequently constructed thereon by Lessee, or any part of or personal property placed within same, or which constitutes a public or private nuisance or waste in, on, or about the Leased Premises, nor shall Lessee allow any hazardous substance or activity in, on, or about the Leased Premises. Lessee shall fully comply with all laws applicable to, and/or promulgated by any governmental authority having jurisdiction over, the Leased Premises in connection with Lessee's use and occupancy of the Leased Premises, and agrees to indemnify, defend, and hold harmless Lessor and Lessor's officials and representatives from and against any penalties, fines, costs, or damages resulting from Lessee's failure to do so.

SECTION SEVEN
RENT

A. **Rent.** Lessee agrees to pay to Lessor, as an independent covenant of this Lease, Rent for the Leased Premises during the Term of this Lease, and any and all subsequent applicable Renewal Term(s), in the total aggregate amount of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00), payable in two (2) equal installments of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) each, with the first such installment due upon the Commencement Date, and the second and final such installment due upon the first (1st) anniversary of the Commencement Date ("Rent"). Any additional sums or charges due Lessor

and payable by Lessee under this Lease shall be hereinafter referred to as “Additional Rent”).

B. NET LEASE. THIS LEASE IS A NET LEASE AND LESSEE SHALL PAY TO LESSOR ABSOLUTELY NET THROUGHOUT THE LEASE TERM AND ANY SUBSEQUENT APPLICABLE RENEWAL TERM(S), RENT AND ADDITIONAL RENT, FREE OF ANY CHARGES, ASSESSMENTS, IMPOSITIONS OR DEDUCTIONS OF ANY KIND, AND WITHOUT ABATEMENT, DEDUCTION, OR SET OFF. LESSEE SHALL PAY ALL UTILITIES AND OPERATING COSTS ASSOCIATED WITH AND RELATING TO THE POSSESSION, OCCUPANCY, AND OPERATION OF THE LEASED PREMISES AND THE CONDUCT OF LESSEE'S BUSINESS THEREAT. UNDER NO CIRCUMSTANCES OR CONDITIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, OR WHETHER WITHIN OR BEYOND THE PRESENT CONTEMPLATION OF THE PARTIES, SHALL LESSOR BE EXPECTED OR REQUIRED TO MAKE AN PAYMENTS OF ANY KIND WHATSOEVER, OR BE UNDER ANY OTHER LIABILITY OR OBLIGATION HEREUNDER OTHER THAN AS EXPRESSLY AND SPECIFICALLY PROVIDED HEREIN.

SECTION EIGHT **IMPROVEMENTS**

A. Realty. Improvements on the Leased Premises shall consist of and be deemed to include the Facility, and all buildings, structures, and equipment of which the Facility consists, to be located, erected, constructed, or installed by or on behalf of Lessee on the Leased Premises during the Lease Term or any subsequent applicable Renewal Term(s), including but not limited to all building machinery, parking lots, landscaping, equipment, floor coverings, heating, plumbing and air-conditioning equipment, and built-in refrigerators, disposals, ranges, ovens, vent-a-hoods, dishwashers, and fixtures (the “Improvements”).

B. Personalty. Improvements shall not include personal property, that is, all equipment, furniture, furnishings, and other personal property to be located by or on behalf of Lessee on or at, and used or useful in connection with the operation or maintenance of, the Leased Premises, and shall include (but shall not be limited to), all free standing appliances that are temporarily installed in, or located on, the Leased Premises, which are removable without damage to the Leased Premises, and all draperies, lockers, ladders, tools, carts, fire extinguishers, fire hose, washing machines, laundry apparatus, cleaning equipment, landscaping, gardening and grounds-keeping equipment, signs, parking equipment, including but not limited to cars, trucks and automotive equipment of all types, and all other personal property used in the operation and maintenance of the Leased Premises, and all future additions to, replacements of, or substitutions for any of the foregoing.

C. Title During Term. The Parties understand and agree that as of the Effective Date, there are no improvements located on the Leased Premises. All Improvements erected or located on the Leased Premises by or on behalf of the Lessee on or after the Commencement Date pursuant to Section 11 of this Lease shall remain the property of the Lessee, subject to the terms and conditions of this Lease, until the Expiration Date, or the expiration of any subsequent applicable Renewal Term(s), or the earlier termination of this Lease (specifically including, but

not limited to, a Section 11 Default Lease Termination (as hereinafter defined)).

D. Title After Term. Upon the Expiration Date, or the expiration of any subsequent applicable Renewal Term(s), or earlier termination of this Lease (specifically including, but not limited to, a Section 11 Default Lease Termination), all Improvements then located on the Leased Premises shall, with the Leased Premises, be vacated and surrendered by Lessee to Lessor and shall become the property of Lessor. Lessee agrees to execute and deliver to Lessor such quitclaim deeds, assignments, bills of sale, or other instruments of conveyance as Lessor may deem reasonably necessary to evidence such transfer of title to Lessor.

SECTION NINE **PAYMENT OF DEBTS, TAXES, AND OTHER CHARGES; CONTESTS**

A. Parties' Tax Exempt Status. The Parties understand and agree that, as of the Effective Date of this Lease, both Parties enjoy tax-exempt status, with Lessee's tax-exempt status derived from Section 501(c)(3) of the Internal Revenue Code. Nevertheless, this Section 9 of this Lease shall be operational if and only if, at any time during the Lease Term or any subsequent applicable Renewal Term(s), Lessee shall cease to maintain Lessee's tax-exempt status under Section 501(c)(3) of the Internal Revenue Code or any successor thereto, and Lessee's Permitted Use of the Leased Premises and/or the Leased Premises are taxable. This Section 9 is without Lessor's waiver of, and with full reservation of Lessor's rights under, Sections 25-26 hereinbelow.

B. Impositions. Lessee shall pay all impositions, that is, all taxes (including real estate, sales, use, and occupancy taxes), assessments, water and sewer charges, special charges for public or private utilities, excises, levies, license and permit fees, and other charges, special, ordinary, and extraordinary, foreseen and unforeseen, of any kind and nature whatever (including all interest and penalties on them), which shall or may during the Lease Term or any subsequent applicable Renewal Term(s) be assessed, levied, charged, confirmed, or imposed on or become payable out of or become a lien on the Leased Premises or the Improvements or personal property upon the Leased Premises or any part of same, the appurtenances to same, or the sidewalks, streets, or vaults adjacent to same, and such franchises, licenses, and permits as may be appurtenant to the use of the Leased Premises or the Improvements, this transaction, or any documents permitted by Lessor and to which Lessee is a party, creating or transferring an interest or estate in the Leased Premises or the Improvements ("Impositions").

C. Timely Lessee Payment. Lessee shall pay all of the Impositions before any fine, penalty, interest, or cost may be added for nonpayment, and shall furnish to Lessor, on request, official receipts or other satisfactory proof evidencing such payment, provided that, if any Imposition is payable in installments over a period of years, Lessee shall be liable only for payment of those installments falling due and payable during the Lease Term or any subsequent applicable Renewal Term(s), with appropriate proration in case of fractional years.

D. Lessee Right to Contest. Lessee, at Lessee's sole cost and expense and, if legally required, in the name of Lessor, may contest (in the case of any item of importance, after prior written notice to Lessor), by appropriate legal proceedings conducted in good faith and

with due diligence, the amount or validity or application, in whole or in part, of any Imposition or lien for such Imposition or any of the legal or insurance requirements set forth in Section 20, or any liens of the type referred to Section 13(A)(6), or the application of any instruments referred to Section 20(3), provided that: (1) in the case of liens of mechanics, materialmen, suppliers, or vendors, or Impositions or liens for such Impositions, such proceedings shall suspend the collection of same from Lessor, the Leased Premises, or the Improvements, any interest in the Leased Premises or the Improvements, the Rent due under this Lease, or any Additional Rent; (2) the Leased Premises or the Improvements or any part of same or any interest in the Leased Premises or the Improvements, or the Rent due under this Lease, or any Additional Rent or any portion of same, would not be in any material danger of being sold, forfeited, or lost solely by reason of such proceedings, and (3) Lessor would not be in any danger of any civil or criminal liability by reason of such contest and the Leased Premises or the Improvements would not be subject to the imposition of any lien as a result of the failure to comply with any laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, or other legal requirements. Lessor, at the sole cost and expense of Lessee, shall cooperate with Lessee and execute any documents or pleadings legally required and to the extent legally permissible for any such contest.

E. Lessee Contest Procedure. If Lessee desires to contest any lien or other legal or insurance requirement, it shall notify Lessor of Lessee's intention to do so within ten (10) days after the filing of the lien or, in the case of such other legal or insurance requirement, at least ten (10) days prior to Lessee's taking any action to contest the matter in issue. In that case, and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond or other security reasonably satisfactory to Lessor and legally sufficient, against any lien and any cost, liability, or damage arising out of such contest, Lessee shall not be in default under this Lease until thirty (30) days after the final determination of the validity of the lien or such other legal or insurance requirement, within which time Lessee shall satisfy and discharge the lien to the extent held valid or satisfy such other legal or insurance requirement. However, the satisfaction and discharge of any lien or the satisfaction of such other legal or insurance requirement shall not, in any case, be delayed until execution is had on any judgment rendered on the lien or such other legal or insurance requirement, and such delay shall be a default of Lessee under this Lease.

F. Contest Indemnification. In the event of any such contest, Lessee, at Lessee's sole cost and expense, shall protect and indemnify Lessor from and against any and all loss, expense, injury and damage resulting from the contest.

SECTION TEN **MAINTENANCE AND REPAIR**

Lessee, at Lessee's sole cost and expense, shall keep the Leased Premises and the Improvements and the adjoining sidewalks, curbs, if any, and ways in good and clean order and condition, and shall promptly make all necessary or appropriate repairs, replacements, and renewals of same, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen. Lessor shall not be required to construct, maintain, alter, repair, rebuild, or replace the Improvements on the Leased Premises or any part of the Leased

Premises, or to maintain the Leased Premises or any part of same, in any way whatsoever. Lessee hereby knowingly, expressly, and unconditionally waives the right to make repairs at the expense of Lessor which may be provided for in any law now in effect or which may subsequently be enacted. Lessee shall have the right at any time and from time to time to sell or dispose of any building machinery, furniture, equipment, or fixtures, whether or not subject to this Lease, which may have become obsolete or unfit for use or which is no longer useful, necessary, or profitable in the conduct of Lessee's use of the Leased Premises, provided that Lessee shall substitute for the same other building machinery, furniture, equipment, or fixtures not necessarily of the same character, but of a value at least equal to that of the property so disposed of.

SECTION ELEVEN
CONSTRUCTION; TERMINATION; ALTERATIONS; AND ADDITIONS

A. Facility Plans. Lessee shall, no later than _____ (____) days after the expiration of the Inspection Period, submit Lessee's detailed, written development plans and specifications for the Facility and Leased Premises ("Lessee Plans"), to Lessor for written approval, comment, or disapproval thereof by Lessor. Lessor will review and approve, comment upon, or disapprove the Lessee Plans in writing within _____ (____) days after Lessor's actual receipt thereof. If Lessor submits comments on Lessee's Plans, Lessee shall have the right, but not obligation, to revise such Lessee's Plans and re-submit them for Lessor review within _____ (____) days after receipt of Lessor's comments. Lessor shall review and approve or disapprove of any such revised Lessee's Plans in writing within _____ (____) days after receipt thereof, or if no revised Lessee Plans are furnished, Lessor shall finally approve or disapprove the original Lessee Plans within _____ (____) days after the date that Lessor furnished Lessor's comments to Lessee. If Lessor disapproves Lessee's Plans or any material change to Lessee's Plans, then Lessee shall be entitled to terminate this Lease by giving notice thereof to Lessor and Title Company on or before _____ (____) days after Lessee's receipt of Lessor's notice that Lessor has disapproved the Lessee Plans, in which event this Lease shall terminate and, except for obligations of Lessee and Lessor which survive termination of this Lease, the Parties shall have no further obligations or liabilities hereunder. If Lessor approves Lessee's Plans, then such approval shall thereafter be binding upon Lessor and Lessee, subject only to a subsequent, material change in Lessee's Plans ("Materially Changed Plans"), of which Lessee will immediately notify Lessor for Lessor's subsequent review and approval or disapproval in writing of same, which Lessor shall provide to Lessee within _____ (____) after receipt thereof, and Lessor's review of any Materially Changed Plans shall follow the process and procedure set forth above in this Section 11(A).

B. Facility Construction. Subject to Force Majeure Delay (as defined below), Lessee shall, at Lessee's sole cost and expense, commence the work for construction and development of the Facility and Leased Premises within _____ (____) days after Lessor's final approval of Lessee's Plans (the "Facility Construction Commencement Date"), and shall thereafter diligently continue to develop and construct the Facility and Leased Premises to Substantial Completion (as hereinafter defined), as contemplated in, and in substantial conformance with, such approved Lessee Plans, in a good and workmanlike manner, and in compliance with all applicable covenants and restrictions, ordinances, regulations, requirements,

laws, and codes, within _____ (_____) months after the “Facility Construction Commencement Date.”

The term “Substantial Completion” of the Facility and Leased Premises as employed in this Lease shall be deemed to have occurred when all of the following conditions shall have been substantially satisfied: (a) the Facility and Leased Premises (including all amenities) have been substantially completed in accordance with the final approved Lessee Plans, subject to punch-list items; (b) a temporary certificate of occupancy shall have been obtained; (c) Lessee shall have acquired and installed all furniture, fixtures, equipment, exhibits, and supplies necessary for the initial operation of the Facility for the Permitted Use; (d) there shall exist no event of default under any document to which Lessee is a party and which relates to the construction or operation of the Facility; and (e) the Facility shall have opened for business to the general public.

C. Force Majeure Delay. If Lessee is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under Section 11(B) of this Lease (other than the obligation to make payments of monies due in connection with the development and construction of the Facility and Leased Premises), then Lessee will give prompt written notice of the Force Majeure with such notice specifying, in reasonable detail, the facts and events constituting the claimed Force Majeure situation(s) or occurrence(s). The obligation to perform so affected will be suspended during the continuation of an inability so caused, but for no longer period (a “Force Majeure Delay”), and this Lease shall otherwise remain unaffected. If Lessee claims Force Majeure, Lessee shall use commercially reasonable efforts to remove the cause with all reasonable dispatch. Lessee will not be entitled to the benefit of Force Majeure under any of the following circumstances: to the extent the failure was caused by the negligence of Lessee; to the extent that the failure was caused by Lessee having failed to take commercially reasonable action to remedy the condition and to resume the performance of such obligations with reasonable dispatch; the ability of Lessee to obtain a better consideration for performance; or economic hardship. The term “Force Majeure,” as employed in this Lease, shall mean any event or occurrence beyond the reasonable control of Lessee that prevents in whole or in part the performance by Lessee of its obligations under Section 11(B) of this Lease, including, but not limited to, strikes, lockouts or other industrial disturbances, wars, sabotage, terrorism, blockades, insurrections or acts of the public enemy, epidemics, landslides, lightning, earthquakes, tornadoes, fires, explosions, storms, floods, washouts or other acts of God, arrests or restraints of governments and people, riots or civil disturbances, embargoes, condemnation by government or governmental authorities or interference by civil or military authorities. Further, a third party’s (including a general contractor or subcontractor performing the development and construction work for the Facility and Leased Premises) event of Force Majeure preventing the performance of Lessee hereunder will be deemed an event of Force Majeure for Lessee for all purposes herein.

D. Lessee Section 11 Default. Lessee understands and agrees that Lessee’s assumption of the foregoing post-Inspection Period obligations under this Section 11 is a material inducement for Lessor to enter into this Lease, and provides material consideration to Lessor to enter into this Lease. Accordingly, notwithstanding anything in Section 13(C) or Sections 25-26 of this Lease, or this Lease, to the contrary, in the event Lessee fails to faithfully, fully, and timely perform any of the foregoing post-Inspection Period obligations in this Section

11, Lessee shall be deemed to have committed an incurable default hereunder, entitling but not obligating Lessor, in Lessor's sole and unfettered discretion, to any and all remedies available to Lessor under this Lease, specifically including, but not limited to, termination of this Lease upon notice directly and only to Lessee (a "Section 11 Default Lease Termination"). In the event of a Section 11 Default Lease Termination: (i) Lessee shall promptly vacate and surrender the Leased Premises in compliance with Section 28 hereinbelow, and (ii) no later than _____ (____) days after Lessee vacates and surrenders the Leased Premises, Lessor shall pay Lessee the sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00), minus any costs reasonably incurred by Lessor to demolish and remove any Improvements upon the Leased Premises and return the Leased Premises to the condition of the Leased Premises on the Effective Date (Lessor's "Restoration Costs"), provided that Lessor's Restoration Costs shall not exceed the total aggregate sum of _____ THOUSAND DOLLARS (\$_____,000.00).

E. Additions and Alterations. After Substantial Completion of the Facility and Leased Premises, Lessee shall have the right to make, at Lessee's sole cost and expense, additions, alterations, and changes ("Alterations"), in or to the Leased Premises or the Improvements, provided Lessee shall not then be in default in the performance of any of Lessee's covenants or agreements in this Lease, subject, however, in all cases to the following:

(1) No Alterations of any kind shall be made without the prior written consent of Lessor if the Alterations would tend to: (a) change the general character or structure of the Improvements on the Leased Premises, or (b) reduce or impair the value, rental, rental value, rentability, or usefulness of the Leased Premises or the Improvements or any part of same;

(2) No Alterations shall be undertaken until Lessee shall have procured and paid for, to the extent the same may be required from time to time, all permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction, and complied with all other laws, statutes, codes, ordinances, orders, rules, regulations, permits, or licenses relating to the Alterations;

(3) Any structural Alterations involving in the aggregate an estimated cost of more than \$_____ shall be conducted under the supervision of an architect or engineer selected by Lessee and approved in advance and in writing by Lessor (which approval shall not be unreasonably withheld or delayed). No such structural Alterations shall be made, except in accordance with detailed plans and specifications and cost estimates prepared and approved in writing by such architect or engineer and approved in advance and in writing by Lessor (which approval shall not be unreasonably withheld or delayed). In the event of Lessor's disapproval, Lessor shall give to Lessee an itemized statement of reasons for the disapproval. If Lessor does not disapprove the plans and specifications provided for in this paragraph within fifteen (15) days after they have been submitted to Lessor, the plans and specifications shall be deemed to have been approved by Lessor. Prior to commencing any work under this Section 11, Lessee shall furnish Lessor, on demand, with a good and sufficient surety bond insuring the completion of the work and the payment of all bills in connection with the work.

(4) Any Alterations shall be made promptly, subject to Force Majeure Delay, and in a good and workmanlike manner and in compliance with all applicable laws, statutes, codes, ordinances, orders, rules, regulations, permits, or licenses, and all insurance policy

provisions and requirements;

(5) The cost of any such alterations shall be paid solely by Lessee in cash or its equivalent, including the cost of labor and materials supplied to the Leased Premises or the Improvements;

(6) Workers' compensation insurance covering all persons employed in connection with the Alteration work and with respect to whom death or bodily injury claims could be asserted against Lessor, Lessee, or the Leased Premises or the Improvements, and commercial general liability insurance for the mutual benefit of Lessor and Lessee with limits of not less than \$ _____ in the event of bodily injury or death to one person and not less than \$ _____ in the event of bodily injury or death to any number of persons in any one accident, and with limits of not less than \$ _____ for damages or injury to property, with not more than a \$ _____ deductible, shall be maintained by Lessee at Lessee's sole cost and expense at all times when any substantial work is in progress in connection with any Alterations. All such insurance, if readily obtainable, shall be effected under standard form policies issued by insurers of recognized responsibility, which are duly licensed to issue such insurance in the State of Oklahoma and well rated by national rating organizations.

SECTION TWELVE **INSPECTIONS**

Lessee shall permit Lessor, Lessor's agents, employees, and contractors to enter all parts of the Leased Premises and the Improvements during Lessee's regular business hours to inspect the same and to enforce or carry out any provisions of this Lease, provided Lessee is given reasonable advance notice, which may be verbal (except in an emergency, in which case no notice shall be necessary), and Lessee's Permitted Use shall not be unreasonably interfered with by Lessor during any entry authorized in this Section 12.

SECTION THIRTEEN **LIENS AND ENCUMBRANCES**

A. **Prohibitions and Exceptions.** Lessee shall not directly or indirectly create or permit to be created or to remain, and shall discharge any lien, encumbrance, or charge on, or pledge of, the Leased Premises or the Improvements or any part of same, Lessee's interest in the Leased Premises or the Improvements, or the Rent or Additional Rent due or to become due under this Lease, other than: (1) this Lease and any permitted assignment or sublease under it; (2) any mortgage or deed of trust created by Lessor on the Leased Premises or any part of the Leased Premises, or any other assignment, pledge, lien, encumbrance, charge, conditional sale, or title retention agreement affecting the Leased Premises or the Improvements resulting solely from: (a) any action by Lessor or any transferee, assignee, or mortgagee of Lessor's interest in the Leased Premises, or (b) any liability or obligation on the part of Lessor which Lessee is not obligated by this Lease to assume; (3) liens for Impositions not yet payable, or payable without the addition of any fine or penalty for nonpayment, or being contested as permitted by Section 9; (4) permitted exceptions, that is, existing (as of the Effective Date) or subsequent easements, restrictions, minor title irregularities, and similar matters which have or will have no adverse

effect as a practical matter on the ownership and use of the Leased Premises or the Improvements (“Permitted Encumbrances”); (5) Permitted Lessee Mortgage(s) (as defined hereinbelow), and any subsequent mortgages to which Lessor consents pursuant to Section 13(B); and (6) liens of mechanics, materialmen, suppliers, or vendors, or rights to same, incurred in the ordinary course of business for sums which, under the terms of the related contracts, are not yet due, provided that such reserve or other appropriate provision, if any, as shall be required by generally accepted accounting principles shall have been made for the same.

B. Permitted Lessee Mortgage(s). During the Lease Term or any subsequent applicable Renewal Term(s), Lessee shall not mortgage or encumber the Leased Premises or any part thereof, the Improvements or any part thereof, or Lessee’s interest in Lessee’s leasehold estate under this Lease, without the prior written consent of Lessor in each instance (“Permitted Lessee Mortgage(s)”), which consent may be granted or denied in Lessor’s sole and unfettered discretion; provided, however, that such restriction shall not apply to the Permitted Encumbrances; and further provided that all rights acquired by the holder of any such mortgage or encumbrance shall at all times be subject and subordinate to the rights and interest of Lessor under this Lease.

C. Approved Lessee Mortgages/Encumbrances. Subject to Section 11(D) hereinabove, if Lessor shall consent to a Lessee mortgage or encumbrance of the Leased Premises or any part thereof, the Improvements or any part thereof, or Lessee’s interest in Lessee’s leasehold estate under this Lease, as required by this Section 13, Lessor shall mail or deliver to the holder of such mortgage or encumbrance, at the holder’s address, a duplicate copy of all notices in writing which Lessor may, from time to time, give to or serve on Lessee under and pursuant to the terms and provisions of this Lease. The copies shall be mailed or delivered to the holder at, or as near as possible to, the same time the notices are given to or served on Lessee. The holder may, at its option, at any time before the rights of Lessee shall be terminated as provided in this Lease, pay any of the Rent or Additional Rent due under this Lease, or pay any Impositions, or do any other act or thing required of Lessee by the terms of this Lease, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this Lease or to prevent the termination of this Lease. All payments so made and all things so done and performed by the holder shall be as effective to prevent a foreclosure of the rights of Lessee under this Lease as the same would have been if done and performed by Lessee.

E. Effect of Lessee Mortgages/Encumbrances. Unless otherwise provided in this Lease, the making of any mortgage, pledge, or encumbrance by Lessee shall not operate to relieve Lessee from its obligations under this Lease.

F. Lessor Consent. Any consent by Lessor to a Lessee mortgage, pledge, or encumbrance shall be held to apply only to the specific transaction approved by Lessor. Such consent shall not be construed as a waiver of the duty of Lessee, or Lessee’s successors or permitted assigns, to obtain from Lessor a consent to any other or subsequent mortgage or encumbrance, nor shall such consent be deemed or result in a modification or limitation of Lessor’s rights with respect to mortgages, pledges, and encumbrances under this Lease.

SECTION FOURTEEN
EMINENT DOMAIN

A. Substantial. If, at any time during the Lease Term or any subsequent applicable Renewal Term(s), title to the whole or substantially all of the Leased Premises or the Improvements shall be taken in condemnation proceedings by any right of eminent domain, or by purchase in lieu of same, this Lease shall terminate and expire on the date of such taking and the Rent, Additional Rent, and other charges payable under this Lease shall be apportioned and paid by Lessee to Lessor to the date of the taking. For purposes of this Section 14, "substantially all of the Leased Premises or the Improvements" shall be deemed to have been taken if the untaken part cannot be practically and economically used for the Permitted Use. In the event of any such taking and the termination of this Lease:

(1) Lessor shall be entitled to receive the fair market value of Lessor's interest in and to the Leased Premises or the condemned portion thereof; and

(2) Lessee shall then be entitled to receive the balance of such award or awards.

B. Insubstantial. In the event of any such taking of less than the whole or substantially all of the Leased Premises or the Improvements, the Lease Term shall not be reduced or affected in any way, and

(1) Lessee shall be entitled to any award or awards to the extent required by Lessee for the restoration of the Leased Premises or the Improvements, as set forth hereinbelow;

(2) Lessor shall then be entitled to receive the balance of the award or awards until Lessor has received from the award or awards the total sum in an amount equal to the product of the remainder of the award multiplied by the percentage of the Leased Premises or the Improvements which shall have been taken;

(3) Lessee shall then be entitled to receive the balance of the award or awards;

(4) Lessee, at Lessee's sole cost and expense, shall proceed with reasonable diligence to repair, alter, and restore the remaining part of the Leased Premises or the Improvements to substantially their former condition to the extent that the same may be feasible, subject to such changes or alterations as Lessee may elect to make in conformity with the provisions of Section 11, such repairs, alterations, or restoration, including such mentioned changes and alterations, and including temporary repairs, or the protection of other property pending the completion of any of same, are sometimes referred to in this Section as the "Lessee Condemnation Work"; the conditions under which the Lessee Condemnation Work is to be performed and the method of proceeding with and performing same shall be governed by all of the provisions of Section 11; and

(5) The Rent and Additional Rent payable for the balance of the Lease Term or any subsequent applicable Renewal Term(s) shall be equitably reduced, effective as of the

date of the partial taking, by the percentage of the Leased Premises or the Improvements which shall have been taken.

C. Temporary Taking. If, at any time during the Term of this Lease or any subsequent applicable Renewal Term(s), a proceeding in condemnation is commenced and later abandoned by the condemning authority or the whole or any part of the Leased Premises or the Improvements are taken by a governmental authority for a limited period, the Lease Term shall not be reduced or affected in any way, and Lessor and Lessee shall continue to perform all of their respective obligations under this Lease as if the taking had not occurred; except only to the extent that the performance of such obligation is prevented by the order of the governmental authority authorizing the taking. In the event of such taking for a limited time, Lessee shall be entitled to receive the entire amount of any award, whether paid in the form of rent, damages, or otherwise, unless the period of taking extends beyond the termination of the Lease Term or any subsequent applicable Renewal Term(s), in which event, the award shall be apportioned between Lessor and Lessee to the date of termination of this Lease.

SECTION FIFTEEN **FIRE OR OTHER CASUALTY**

A. Lessee Restoration. Except as provided in Section 15(B) hereinbelow, if, at any time during the Term of this Lease or any subsequent applicable Renewal Term(s), the Improvements or any part of the Improvements, shall be damaged or destroyed by fire or other casualty (including any casualty for which insurance coverage was not obtained or obtainable), of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, Lessee, at Lessee's sole cost and expense, and whether or not the insurance proceeds, if any, shall be sufficient for the purpose, shall proceed with commercially reasonable diligence (excepting Force Majeure Delays), and subject to a reasonable time allowance for the purpose of adjusting such loss, to repair, alter, restore, replace, or rebuild the same, specifically including, but not limited to, the Facility, as nearly as possible to its value, condition, and character immediately prior to such damage or destruction, subject to such changes or alterations as Lessee may elect to make in conformity with the provisions of Section 11 hereinabove. Such repairs, alterations, restoration, replacement, or rebuilding, including temporary repairs or the protection of other property pending the completion of any repairs, are sometimes referred to in this Section as the "Lessee Casualty Work."

B. Lessee Termination. Notwithstanding anything to the contrary set forth in Section 15(A) above, in case of the destruction of or damage to the Improvements from any cause so as to make the Improvements untenable for Lessee's Permitted Use occurring during the last _____ years of the Term of this Lease or any subsequent applicable Renewal Term(s), Lessee, if not then in default under this Lease, may elect to terminate this Lease by written notice served on Lessor within thirty (30) days after the occurrence of the damage or destruction. In the event of such termination, there shall be no obligation on the part of Lessee to repair or restore the Improvements nor any right on the part of Lessee to receive any proceeds collected under any insurance policies covering the Improvements or any part of the Improvements. On such termination, Rent, Additional Rent, Impositions, and any other sums payable by Lessee to Lessor under this Lease shall be prorated as of the termination date. If any Rent, Additional Rent, or

Impositions shall have been paid in advance, Lessor shall rebate any such payment for the unexpired period for which payment shall have been made.

C. Lessee Non-Termination. If, in the event of destruction or damage to the Improvements during the last _____ years of the Term of this Lease or any subsequent applicable Renewal Term(s), Lessee does not elect to terminate this Lease, the proceeds of all insurance covering the damage or destruction shall be made available to Lessee for Lessee's Casualty Work, and Lessee shall be obligated to repair or rebuild the Facility and other Improvements as provided in Section 15(A) hereinabove.

D. Lessee Casualty Work Standards. Except as otherwise provided in this Section 15, the conditions and standards under which any repairs, alterations, restoration, replacement, rebuilding or other Lessee Casualty Work are to be performed and the method of proceeding with and performing the Lessee Casualty Work shall be governed by all of the provisions of Section 11.

E. Insurance Proceeds. Except as otherwise provided in this Section 15, all insurance money paid to Lessee on account of damage to or destruction of the Improvements or any part of the Improvements under the policies of insurance provided for in Section 16, less the cost, if any, incurred in connection with the adjustment of the loss and the collection ("Lessee's Casualty Insurance Proceeds"), shall be held by Lessee in trust and applied exclusively to the payment of the cost of the Lessee Casualty Work to the extent the insurance proceeds shall be sufficient for the purpose, and shall be paid out by Lessee from time to time as the work progresses. All sums so paid to Lessee and any other Lessee Casualty Insurance Proceeds received or collected by or for the account of Lessee (other than by way of reimbursement to Lessee for sums previously paid by Lessee) shall be held by Lessee in trust for the purpose of paying the cost of the Lessee Casualty Work. Under no circumstances shall Lessor be obligated to make any payment, disbursement, or contribution towards the cost of the Lessee Casualty Work except to the extent of any insurance proceeds actually received by Lessor.

SECTION SIXTEEN **INSURANCE**

A. Lessee Insurance. As long as this Lease remains in effect, Lessee, at Lessee's sole cost and expense, shall maintain, or cause to be maintained, with insurers of recognized responsibility, which are duly licensed to issue such insurance in the State of Oklahoma, well rated by national rating organizations, and approved by Lessor (which approval shall not be unreasonably withheld): (1) insurance with respect to the Improvements against loss or damage by fire, lightning, and other risks from time to time included under extended coverage endorsements in amounts sufficient to prevent Lessor or Lessee from becoming a coinsurer of any partial loss under the applicable policies, but in any event in amounts equal to one hundred percent (100%) of the full replacement value of the Improvements; (2) comprehensive general liability insurance applicable to the Leased Premises and the Improvements with limits of liability of not less than \$ _____ of personal injury liability insurance per person and \$ _____ of personal injury liability insurance per occurrence for injury to persons including death resulting from same, and

\$ _____ of property damage liability insurance per occurrence for damage to the property of others with not more than a \$ _____ deductible; (3) boiler/explosion insurance in respect of any boilers and similar apparatus located on the Leased Premises and the Improvements in an amount of \$ _____, which insurance shall be payable to Lessor, Lessee, and the holder of any Permitted Lessee Mortgage(s), as their interests may appear, but which policies shall be delivered to and held by Lessee or the holders of any such Permitted Lessee Mortgage(s), and, if the Improvements, or any substantial part of the Improvements, shall be destroyed or seriously damaged, the proceeds, when collected in cash by Lessee, shall be held in trust and applied to the payment of any debt charges then due and payable under any such Permitted Lessee Mortgage(s), and to the performance by Lessee of all the covenants, agreements, terms, and provisions of this Lease until the repair, restoration, or reconstruction of the Improvements shall be completed as provided for in Section 15. The insurance required under (2) and (3) of this Section 16(A) shall specifically insure Lessee against all liability assumed by Lessee under this Lease, as well as liability imposed by law, and shall insure both Lessor and Lessee but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee. All of the policies of insurance referred to in this Section 16(A) shall be written in a form reasonably satisfactory to Lessor.

B. Full Replacement Value. The term "Full Replacement Value" of Improvements, as used in Section 16(A) hereinabove and in this Lease, shall mean the actual replacement cost of the Improvements from time to time less exclusions provided in the normal fire insurance policy. If either Lessor or Lessee believes that the Full Replacement Value (that is to say, the then replacement cost less exclusions) has increased or decreased, either Lessor or Lessee, as the case may be, shall have the right, but, except as provided below, only at intervals of not less than ten (10) years, to have such Full Replacement Value redetermined by an independent MAI appraisal, the cost of which shall be paid by Lessee as Additional Rent. The determination of the MAI appraiser(s) shall be final and binding on the Parties, and Lessee shall promptly increase (or may decrease) the amount of the insurance carried pursuant to this Section 16, as the case may be, to the amount so determined by the MAI appraiser(s). The determination shall be binding for a period of ten (10) years, and subsequently until superseded by agreement between the Parties or by a subsequent redetermination by MAI appraisal in the manner set forth hereinabove. If during any such ten (10)-year period, Lessee shall have made subsequent, new Improvements to the Leased Premises, Lessor may have such Full Replacement Value redetermined at any time after the subsequent, new Improvements are made, regardless of when the Full Replacement Value was last determined.

C. Insureds. All insurance required to be maintained pursuant to paragraph (A) of this Section shall: (1) except for comprehensive general liability insurance, name the holders of any such Permitted Lessee Mortgage(s), Lessor, and Lessee as insureds, as their respective interests may appear; (2) provide that no cancellation of such insurance shall be effective until at least thirty (30) days after receipt by the holders of any such Permitted Lessee Mortgage(s), Lessor, and Lessee of written notice of cancellation. Any insurance required to be maintained by Lessee pursuant to this Section 16 may be evidenced by blanket insurance policies covering the Leased Premises and the Improvements and other property or assets of Lessee, provided that any such policies of the type referred to in Section 16(A)(1) and (A)(3) of this Section shall specify

that portion of the total coverage of the policy that is allocated to the Leased Premises and the Improvements and shall, in all other respects, comply with the requirements of this Section 16. All insurance proceeds paid to Lessee shall be held in trust by Lessee for application in the manner provided in Section 15 and this Section 16.

D. Waiver of Subrogation. All insurance policies covering the Leased Premises and the Improvements shall expressly waive any right on the part of the insurer to be subrogated to any rights of Lessor against Lessee and to any rights of Lessee against Lessor.

E. Verification. Lessee shall promptly, on request, deliver to Lessor certificates or certified copies of all insurance policies with respect to the Leased Premises and the Improvements which Lessee is required to maintain pursuant to this Section 16 and Section 11(B)(6).

F. Lessee Failure to Insure. In the event of the failure of Lessee either to obtain the insurance required under this Section 16 or to pay the premiums for such insurance or to deliver the certificates or policies to Lessor, Lessor shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums for the insurance, which premiums shall be repayable by Lessee to Lessor upon demand as Additional Rent. Failure of Lessee to so repay to Lessor such premiums shall carry with it the same consequence as failure to pay any Additional Rent.

G. Insurance Adjustment(s). If either Lessor or Lessee shall at any time deem the limits of the insurance required to be carried under this Section 16 to be either excessive or insufficient, the Parties shall endeavor to agree on the proper and reasonable limits for insurance then to be carried. Insurance then shall be carried with the limits thus agreed on until further change pursuant to the provisions of this Section 16. However, if the Parties shall be unable to agree on the limits, the proper and reasonable limits for insurance then to be carried shall be determined by an independent insurer appraisal, in the manner set forth hereinabove in this Section 16. The decision of the appraiser(s) as to the proper and reasonable limits for insurance then to be carried shall be binding on the Parties, and insurance shall be carried with the limits as thus determined until the limits are again changed pursuant to the provisions of this Section 16.

SECTION SEVENTEEN **INDEMNIFICATION**

Lessee shall protect, indemnify, and save harmless Lessor from and against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs, and expenses (including but not limited to reasonable attorney's fees, costs, and expenses) imposed on or incurred by or asserted against Lessor or the Leased Premises or the Improvements during the Lease Term or any subsequent applicable Renewal Term(s), for any reason (INCLUDING THE NEGLIGENCE OF LESSOR), including but not limited to: (1) any accidents or injury to or death of persons or loss of or damage to property occurring on or about the Leased Premises or the Improvements or any part of same or the adjoining sidewalks, curbs, streets, or ways; (2) any failure on the part of Lessee to perform or comply with any of the terms of this Lease; (3) any negligence or tortious act on the part of Lessee or any of its agents, contractors, permitted

sublessees, licensees, or invitees; or (4) any mechanic's or supplier's claim for lien in connection with or work done or materials furnished relating to the Leased Premises or the Improvements. In case any action, suit, or proceeding is brought against Lessor by reason of any such occurrence, Lessee, on request of Lessor, shall, at Lessee's sole cost and expense, defend the action, suit, or proceeding with counsel designated by Lessor and approved by Lessee, which approval shall not be unreasonably withheld or delayed. Lessee waives all claims against Lessor for damages to the Improvements that are now on or will be placed or constructed on the Leased Premises and to the property of Lessee in, on, or about the Leased Premises, and for injuries to persons or property in or about the Leased Premises or the Improvements, from any cause arising at any time, INCLUDING THE NEGLIGENCE OF LESSOR, its agents, or employees.

SECTION EIGHTEEN **ASSIGNMENT AND SUBLEASE**

A. Lessor Consent. Lessee shall not assign or transfer this Lease, or any interest in this Lease, or enter into any sublease of any part of the Leased Premises, without the prior, express, and written consent of Lessor, which may be withheld or denied in Lessor's sole and unfettered discretion. Lessor's consent to an assignment or sublease shall not be deemed to be a consent to any subsequent assignment or sublease. Such consent shall not be construed as a waiver of the duty of Lessee, or its successors or assigns, to obtain from Lessor a consent to any other or subsequent assignment or sublease, or as a modification or limitation of the right of Lessor to consent to any assignments or sublettings by Lessee. Any assignment or sublease without Lessor's consent shall be void, and shall, at the option of Lessor, terminate this Lease.

B. Assignee Responsibility. Each assignee shall immediately be and become and remain liable for the payment of the Rent, Additional Rent, and any other charges payable under this Lease, and for the due performance of all the covenants, agreements, terms, and provisions of this Lease on Lessee's part to be performed prior to the Expiration Date, or the expiration of any subsequent applicable Renewal Term(s), or earlier termination of this Lease (specifically including, but not limited to, a Section 11 Default Lease Termination). No transfer to an assignee shall be binding on Lessor unless the assignee shall deliver to Lessor a recordable instrument which contains a covenant of assumption by the assignee to that effect. However, the failure or refusal of the assignee to deliver such instrument shall not release or discharge the assignee from its obligations and liability as above set forth.

C. Assignee Qualifications. Lessor agrees that it shall not unreasonably withhold or delay Lessor's consent to a release of Lessee as to all obligations to be performed by Lessee under the terms of this Lease from and after the effective date of a permitted assignment by Lessee of Lessee's interest in the Lease, together with all of Lessee's interest in the Improvements to a third person or entity, provided: (1) such third person or entity is of good reputation, is experienced in the maintenance and operation of properties similar to, and used for the same purposes as, the Leased Premises or the Improvements, and has sufficient financial worth considering the nature and extent of the obligations under this Lease, and Lessee shall have supplied Lessor with satisfactory evidence of same; and (2) Lessee shall not then be in default under the provisions of this Lease.

D. Assignor Release. Subject to the assignee's qualifications under Section 18(C) hereinabove, if Lessee shall assign Lessee's interest in the Lease, together with all of Lessee's interest in the Improvements, with the consent of Lessor, as provided in this Section 18, and the assignee shall execute and deliver to Lessor the recordable instrument containing the covenant of assumption referred to in paragraph 18(B) above, Lessor shall release the assignor of all obligations under this Lease from and after the effective date of the assignment.

E. No Sublessor Release. During the Lease Term or any subsequent applicable Renewal Term(s), any permitted subletting by Lessee of the Leased Premises in whole or in part shall not release Lessee from, or otherwise affect in any manner, any of Lessee's obligations under this Lease.

F. Involuntary Assignment. As more fully provided in Section 27 hereinbelow, this Lease or any interest of Lessee in the Leased Premises or the Improvements shall not be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of Lessor, terminate this Lease.

G. Permitted Use Change Prohibited. No permitted assignment or sublease shall allow or effect any change in the Permitted Use of the Leased Premises under this Lease. No permitted assignee or sublessee shall use or occupy the Leased Premises for any use other than the Permitted Use.

SECTION NINETEEN **NONTERMINABILITY**

Except as expressly provided in Sections 14 and 15 hereinabove, this Lease shall continue in full force and effect, and the obligations of Lessee under this Lease shall not be released, discharged, or otherwise affected by reason of: (1) any damage to or destruction of the Leased Premises or the Improvements or any part of same, or the taking of the Leased Premises or the Improvements or any part of same by condemnation, requisition, or otherwise for any reason, (2) any restriction or prevention of or interference with any use of the Leased Premises or the Improvements or any part of same, or (3) any post-Commencement Date title defect or encumbrance or any eviction from the Leased Premises or the Improvements or any part of same by title paramount or otherwise.

SECTION TWENTY **COMPLIANCE WITH LEGAL AND INSURANCE REQUIREMENTS**

Lessee, at Lessee's sole cost and expense, shall promptly: (1) comply with all laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, or licenses which now, or at any subsequent time, may be materially applicable to the Leased Premises or the Improvements or any part of same, or any of the adjoining sidewalks, streets, or ways or any material use or condition of the Leased Premises or the Improvements or any part of same; (2) comply with all terms of any insurance policy covering or applicable to the Leased

Premises or the Improvements or any part of same, all requirements of the issuer of any such policy, and all orders, rules, and regulations of the National Board of Fire Underwriters or any successor thereto applicable to or materially affecting the Leased Premises or the Improvements or any part of same; (3) procure, maintain, and comply with all permits, licenses, and other authorizations required for the Permitted Use of the Leased Premises or the Improvements, and for the proper erection, installation, operation, and maintenance of the Improvements; and (4) comply with any instruments of record at the time in force affecting the Leased Premises or the Improvements or any part of same. The compliance required in clauses (1) and (2) above shall occur whether or not compliance shall require structural changes or interfere with the use and enjoyment of the Leased Premises or the Improvements or any part of same.

SECTION TWENTY-ONE
LESSOR'S RIGHT TO PERFORM

A. Lessor's Right to Perform. If Lessee, by failing or neglecting to timely do or perform any act or thing provided in this Lease by Lessee to be done or performed (other than the payment of Rent, Additional Rent, and any other charges payable under this Lease), shall be in default under this Lease and such failure shall continue for a period of thirty (30) days after notice from Lessor specifying the nature of the act or thing to be done or performed, then Lessor may, but shall not be required to, do or perform or cause to be done or performed such act or thing. Lessor may enter on the Leased Premises or the Improvements without advance notice for such purposes; however, no such entry by Lessor shall cause Lessor to incur any liability to Lessee, shall constitute or shall be deemed to be an eviction of Lessee, and shall not waive or release Lessee from any obligation or default under this Lease.

B. Lessor Nonliability & Lessee Payment. Lessor shall not be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Lessee on account of Lessor's election to perform any act or thing on behalf of Lessee under this Section 21. All sums paid by Lessor on behalf of Lessee and all costs and expenses (including reasonable attorney's fees, costs, and expenses) incurred by Lessor in connection with the performance of any such act taken on behalf of Lessee, together with interest at the rate of ten percent (10%) per year, or at the maximum rate permitted by law, whichever is lower, shall constitute Additional Rent payable by Lessee under this Lease immediately or in monthly installments, at Lessor's option, in accordance with statements for the same sent to Lessee by Lessor.

SECTION TWENTY-TWO
LESSEE SALE OF IMPROVEMENTS

Lessee shall be prohibited from selling or conveying in any manner whatsoever the Improvements upon the Leased Premises during the Lease Term or any subsequent applicable Renewal Term(s).

SECTION TWENTY-THREE
IMPAIRMENT OF LESSOR'S TITLE

A. Unauthorized Lessee Impairment Prohibited. Except as otherwise set forth in

this Lease, Lessee shall not have the right, power, or permission to do any act or to make any agreement which may create, give rise to, or be the foundation for, any right, title, interest, lien, charge, or other encumbrance on the fee simple estate of Lessor in and to the Leased Premises and the Improvements.

B. Prevention of Impairment. In amplification and not in limitation of the foregoing, Lessee shall not permit any part of the Leased Premises and the Improvements to be used by any person or persons or by the public, as such, at any time or times during the Term of this Lease or any subsequent applicable Renewal Term(s), in such manner as might reasonably tend to impair Lessor's title to or interest in the Leased Premises and the Improvements, or any part of same, or in such manner as might reasonably make possible a claim or claims of adverse use, adverse possession, prescription, dedication, or other similar claims of, in, to, or with respect to the Leased Premises and the Improvements, or any part of same. Lessor may, from time to time, but without affecting in any manner Lessor's rights or remedies under this Section 23 should Lessee elect or fail or refuse to so do, impose on Lessee such rules or regulations as to the use or possession by any such persons or by the public as may reasonably be consistent with Lessor's protection against any such possible claim, all of which rules or regulations shall be fully and promptly performed and enforced by Lessee at Lessee's sole cost and expense.

SECTION TWENTY-FOUR **NO MERGER**

There shall be no merger of this Lease or the leasehold estate created by this Lease with any other estate or interest in the Leased Premises or the Improvements, or any part of same, by reason of the fact that the same person, firm, corporation, or other entity may acquire or own or hold, directly or indirectly: (1) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in any such leasehold estate, and (2) any such other estate or interest in the Leased Premises or the Improvements, or any part of same. No such merger shall occur unless and until all individuals and/or other entities having an interest (including a security interest) in: (a) this Lease or the leasehold estate created by this Lease, and (b) any such other estate or interest in the Leased Premises or the Improvements, or any part of same, shall join in a written instrument effecting and confirming such merger and shall duly record the same.

SECTION TWENTY-FIVE **DEFAULT**

A. Monetary, Bond, or Insurance Defaults. Unless otherwise expressly provided in this Lease, Lessee shall not be deemed to be in default under this Lease in the payment of Rent, Additional Rent, or the payment of any other moneys as required or in the furnishing of any bond or insurance policy when required in this Lease unless Lessee shall fail to cure such default within thirty (30) days after notice thereof from Lessor.

B. All Other Defaults. Except as to the default provisions or events referred to in Section 25(A) hereinabove, Lessee shall not be deemed to be in default under this Lease unless: Lessee fails to perform or comply with any other term, condition, obligation, or duty of Lessee under the terms and provisions of this Lease, and such failure shall continue for sixty (60) days

after notice of such failure from Lessor to Lessee, or if such failure is of a nature reasonably requiring more than sixty (60) days to satisfy or cure using reasonable diligence, then Lessee shall not be in default if Lessee promptly commences such cure within such sixty (60) day period and thereafter diligently and continuously prosecutes such cure to completion.

SECTION TWENTY-SIX
LESSOR REMEDIES

A. Lessor Reentry, Termination, or Reletting. In the event of any default under this Lease by Lessee, Lessor, in addition to the other rights or remedies Lessor may have under applicable law, shall have the immediate right of reentry with respect to the Leased Premises, and may remove all persons and personal property from the Leased Premises. The personal property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Lessee, unless otherwise required by applicable law. Should Lessor elect to reenter, as provided in this Lease, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may either terminate this Lease or Lessor may from time to time, without terminating this Lease, relet the Leased Premises or any part of the Leased Premises for such term or terms (which may be for a term extending beyond the Term of this Lease or any subsequent applicable Renewal Term(s)) and at such rental or rentals and on such other terms and conditions as Lessor, in the sole and unfettered discretion of Lessor, may deem advisable with the right to make alterations and repairs to the Leased Premises. On each reletting: (1) Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness other than Rent and Additional Rent due under this Lease, the expenses of reletting and of making such alterations and repairs, incurred by Lessor, and the amount, if any, by which the Rent reserved in this Lease for the period of reletting (up to, but not beyond, the Term of this Lease) exceeds the amount agreed to be paid as rent for the Leased Premises for the period on reletting; or (2) at the option of Lessor, rents received by the Lessor from reletting shall be applied, first, to the payment of any indebtedness, other than Rent and Additional Rent due under this Lease from Lessee to Lessor; second, to the payment of any expenses of reletting and of making alterations and repairs; third, to the payment of Rent and Additional Rent due and unpaid under this Lease, and the remainder, if any, shall be held by Lessor and applied in payment of future Rent and Additional Rent as they may become due and payable under this Lease. If Lessee has been credited with any rent to be received by reletting under option (1) above, and the rent was not promptly paid to Lessor by the new lessee, or if the rentals received from the reletting under option (2) above, during any month is less than that to be paid during that month by Lessee under this Lease, Lessee shall immediately pay any deficiency to Lessor. The deficiency shall be calculated by Lessor and paid monthly by Lessee to Lessor. No reentry or taking possession of the Leased Premises by Lessor shall be construed as an election on the part of Lessor to terminate this Lease unless a written notice of such intention is given to Lessee or unless the termination of this Lease is decreed by a court of competent jurisdiction.

B. Lessor Subsequent Termination. In spite of any reletting without termination, Lessor may, at any subsequent time, elect to terminate this Lease for the previous default. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, Lessor may recover from Lessee all damages incurred by reason of the breach, including the cost of recovering the Leased Premises, all of which amounts shall be immediately due and

payable from Lessee to Lessor.

C. Lessor Remedies Cumulative. Lessor's pursuit of any of the foregoing Section 26 remedies shall not preclude Lessor pursuit of any of the other remedies provided in this Lease or by law or equity (all such remedies being cumulative), nor shall pursuit of any remedy provided in this Lease constitute a forfeiture or waiver of any Rent, Additional Rent, or other sum payable under this Lease or of any damages accruing to Lessor by reason of the violation of any of the covenants or conditions contained in this Lease.

SECTION TWENTY-SEVEN **BANKRUPTCY**

The following shall apply in the event of the bankruptcy or insolvency of Lessee:

A. Chapter 7. If a petition is filed by, or an order for relief is entered against, Lessee under Chapter 7 of the United States Bankruptcy Code, and the trustee of Lessee elects to assume this Lease for the purpose of assigning it, the election or assignment, or both, may be made only if all of the terms and conditions of this Section 27 are satisfied. If the trustee fails to elect to assume this Lease for the purpose of assigning it within the greater of: (i) thirty (30), or (ii) the statutory minimum number, of days after the trustee's appointment, this Lease will be deemed to have been rejected. Lessor shall then immediately be entitled to possession of the Leased Premises and the Improvements without further obligation to Lessee or the trustee, and this Lease will be canceled. Lessor's right to be compensated for damages in the bankruptcy proceeding shall, however, survive.

B. Chapters 11 or 13. If Lessee files a petition for reorganization under Chapters 11 or 13 of the Bankruptcy Code, or if a proceeding is filed by or against Lessee under any other chapter of the Bankruptcy Code and is converted to a Chapter 11 or 13 proceeding and Lessee's trustee or Lessee as a debtor-in-possession fails to assume this Lease within the greater of: (i) thirty (30), or (ii) the statutory minimum number, of days from the date of filing of the petition or conversion, the trustee or the debtor-in-possession will be deemed to have rejected this Lease. Lessor shall then immediately be entitled to possession of the Leased Premises and the Improvements without further obligation to Lessee or the trustee, and this Lease will be canceled. Lessor's right to be compensated for damages in the bankruptcy proceeding shall, however, survive. To be effective, an election to assume this Lease must be in writing and addressed to Lessor and, in Lessor's business judgment, all of the following conditions, which Lessor and Lessee acknowledge to be commercially reasonable, must have been satisfied:

1. The trustee or the debtor-in-possession has cured or has provided to Lessor Adequate Assurance (as hereinbelow defined in this Section 27(B)) that: (a) the trustee will cure all monetary defaults under this Lease within the greater of: (i) ten (10), or (ii) the statutory minimum number, of days from the day of the assumption; and (b) the trustee will cure all nonmonetary defaults under this Lease within the greater of: (i) thirty (30), or (ii) the statutory minimum number, of days from the date of the assumption.

2. The trustee or the debtor-in-possession has compensated Lessor or

has provided to Lessor Adequate Assurance that, within the greater of: (i) ten (10), or (ii) the statutory minimum number, of days from the date of the assumption, Lessor will be compensated for any pecuniary loss it incurred arising from the default of Lessee, the trustee, or the debtor-in-possession as recited in Lessor's written statement of pecuniary loss sent to the trustee for the debtor-in-possession.

3. The trustee or the debtor-in-possession has provided Lessor with Adequate Assurance of the further performance of each of Lessee's obligations under this Lease, provided, however, that: (a) the trustee or debtor-in-possession will also deposit with Lessor reasonable security for the timely payment of Rent, Additional Rent, and other monetary charges accruing under this Lease; (b) if not otherwise required by the terms of this Lease, the trustee or the debtor-in-possession will also pay in advance, on each day that the Additional Rent is payable, one-twelfth (1/12) of Lessee's annual obligations under this Lease for all Additional Rent under the Lease; (c) from and after the date of assumption of this Lease, the trustee or debtor-in-possession will pay any due and owing Rent payable under this Lease in advance in equal annual installments on each day that the Rent is payable; and (d) the obligations imposed on the trustee or the debtor-in-possession will continue for Lessee after the completion of bankruptcy proceedings.

4. Lessor has determined that the assumption of this Lease will not breach any provision in any Lessor agreement(s) by which Lessor is bound relating to the Leased Premises or the Improvements.

5. For purposes of this Section 27(B), "Adequate Assurance" means that: (a) Lessor will determine that the trustee or the debtor-in-possession has, and will continue to have, sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Lessor that the trustee or the debtor-in-possession will have sufficient funds to fulfill Lessee's obligations under this Lease and to keep the Leased Premises and the Improvements properly staffed with sufficient employees to conduct the Permitted Use on the Leased Premises and the Improvements; and (b) an order will have been entered segregating sufficient cash payable to Lessor or a valid and perfected first lien and security interest will have been granted in property of Lessee, trustee, or debtor-in-possession that is acceptable for value and kind to Lessor to secure to Lessor the obligation of the trustee or debtor-in-possession to cure the monetary or nonmonetary defaults under this Lease within the time periods set forth above.

C. Lessor Termination. If this Lease is assumed by a trustee appointed for Lessee or by Lessee as debtor-in-possession under the provisions of Section 27(B) and if Lessee is then either adjudicated a bankrupt or files a subsequent petition for arrangement or plan under Chapter 11 of the Bankruptcy Code, then Lessor may terminate, at Lessor's option, this Lease and all Lessee's rights under it, by giving written notice of Lessor's election to terminate.

D. Assumption & Assignment. If the trustee or the debtor-in-possession has assumed this Lease, under the terms of Section 27(A) or (B), and elects to assign Lessee's interest under this Lease or the estate created by that interest to any other person or entity, that interest or estate may be assigned only if Lessor acknowledges in writing that the intended

assignee has provided Adequate Assurance of Future Performance (as hereinbelow defined in Section 27(E)), of all of the terms, covenants, and conditions of this Lease to be performed by Lessee, specifically including, but not limited to, the continuing Permitted Use of the Leased Premises.

E. Adequate Assurance of Future Performance. For the purposes of this Section 27, "Adequate Assurance of Future Performance" means that Lessor has ascertained that each of the following conditions has been satisfied: (1) the assignee has submitted a current financial statement, audited by a certified public accountant, that shows a net worth and working capital in amounts determined by Lessor to be sufficient to assure the future performance by the assignee of Lessee's obligations under this Lease; (2) if requested by Lessor, the assignee will obtain guarantees, in form and substance satisfactory to Lessor, from one or more persons who satisfy Lessor's standards of creditworthiness; (3) Lessor has obtained all consents or waivers from any third party required under any lease(s), Lessor Mortgage(s), financing arrangement(s), or other agreement(s) by which Lessor is bound, to enable Lessor to permit the assignment; and (4) when, pursuant to the Bankruptcy Code, the trustee or the debtor-in-possession is obligated to pay reasonable use and occupancy charges for the use of all or part of the Leased Premises and the Improvements, the charges will not be less than the due and owing Rent reserved in this Lease and other monetary obligations of Lessee, including any Additional Rent due under this Lease.

F. Lessor Consent to Lease Transfer. Lessee's interest in this Lease or any estate of Lessee created in this Lease shall not pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Lessee, unless Lessor consents in writing to the transfer. Lessor's acceptance of Rent, Additional Rent, or any other payments from any trustee, receiver, assignee, person, or other entity will not be deemed to have waived, or waive, the need to obtain Lessor's consent or Lessor's right to terminate this Lease for any transfer of Lessee's interest under this Lease without that consent.

SECTION TWENTY-EIGHT **SURRENDER**

A. Lessee Obligations. Subject only to Section 8(D) hereinabove, on the Expiration Date, or the expiration of any subsequent applicable Renewal Term(s), or other earlier termination of this Lease (specifically including, but not limited to, a Section 11 Default Lease Termination), Lessee shall quit and surrender the Leased Premises and the Improvements to Lessor in good order and condition, except for ordinary wear and tear and except for any part or parts of the Leased Premises and the Improvements which shall have been taken in a condemnation proceeding resulting in such termination under Section 14, provided that Lessee shall remove or cause to be removed from the Leased Premises and the Improvements any personal property belonging to Lessee or third parties, which can be so removed without material damage to the Leased Premises and the Improvements, and at Lessee's sole cost and expense shall repair any damage caused by such removal. Personal property not so removed shall become the property of Lessor, which may then cause the property to be removed from the Leased Premises and the Improvements and disposed of in compliance with applicable law.

B. Lessor Rights. Subject only to Section 8(D) hereinabove, on the Expiration Date, or the expiration of any subsequent applicable Renewal Term(s), or other earlier termination of this Lease (specifically including, but not limited to, a Section 11 Default Lease Termination), in the event that Lessee shall fail to timely quit and surrender the Leased Premises and the Improvements to Lessor, Lessor may without further notice enter on, reenter, possess, and repossess the Leased Premises and the Improvements, by force, summary proceedings, ejectment, or otherwise, and may dispossess and remove Lessee and all other persons and property from the Leased Premises and the Improvements and may have, hold, and enjoy the Leased Premises and the Improvements and the right to receive all rental and other income of and from the same.

C. Subleases. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of this Lease, shall, at the option of Lessor, terminate all or any existing permitted subleases or may, at the option and in the sole and unfettered discretion of Lessor, operate as an assignment to Lessor of any or all such subleases.

SECTION TWENTY-NINE **HOLDING OVER**

No holding over by Lessee after the Expiration Date, or the expiration of any subsequent applicable Renewal Term(s), or the earlier termination of the Lease Term (specifically including, but not limited to, a Section 11 Default Lease Termination), shall be considered to be a renewal or extension of this Lease unless written approval of the holding over and a definite agreement to that effect is signed by Lessor defining the length of the additional term. Any holding over without the written consent of Lessor shall be considered to be a month-to-month tenancy at sufferance at a monthly fair market rental rate to be determined by Lessor in Lessor's reasonable discretion, computed on the basis of a 30-day month.

SECTION THIRTY **ABANDONMENT OF PREMISES**

Lessee shall not vacate or abandon the Leased Premises or the Improvements at any time during the Lease Term or any subsequent applicable Renewal Term(s). If Lessee abandons, vacates, or surrenders the Leased Premises or the Improvements, or is dispossessed from same by process of law, or otherwise, any personal property belonging to Lessee and left in or on the Leased Premises or the Improvements shall be deemed to be abandoned and disposed of in accordance with applicable law (except such property as may be encumbered to Lessor).

SECTION THIRTY-ONE **ESTOPPEL CERTIFICATES**

A. Lessee. Lessee shall, from time to time, on not less than ten (10) days' prior notice from Lessor, execute, acknowledge, and deliver to Lessor, or any other party specified by Lessor, a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications), the dates to which the Rent, Additional Rent, and other charges payable

under this Lease have been paid, and stating whether or not Lessor is in default in the performance of any covenant, agreement, or condition contained in this Lease and, if so, specifying each such default of which Lessee may have knowledge, and further certifying as to such other matters relating to this Lease as may be reasonably requested by the party requesting the statement, it being intended that any such statement delivered pursuant to this Section 31 may be relied on by a prospective purchaser of the Leased Premises or the Improvements.

B. Lessor. Lessor shall, from time to time, on not less than ten (10) business days' prior notice from Lessee, execute, acknowledge, and deliver to Lessee, or any other party specified by Lessee, a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Rent, Additional Rent, and other charges payable under this Lease have been paid, and stating whether or not Lessee is in default in the performance of any covenant, agreement, or condition contained in this Lease and, if so, specifying each such default of which the Lessor may have knowledge, and further certifying as to such matters relating to this Lease as may be reasonably requested by the party requesting the statement, it being intended that any such statement delivered pursuant to this Section 31 may be relied on by any permitted prospective assignee or mortgagee of Lessee.

SECTION THIRTY-TWO **WAIVER OF BREACH**

The failure of either Party to seek redress for violation or breach of, or to insist on the strict performance of, any covenant, agreement, term, provision, or condition of this Lease, or any of the rules and regulations issued or to be issued under it, shall not constitute a waiver, and either Party shall have all remedies provided in this Lease and by applicable law with respect to any subsequent act, which would have originally constituted a violation. The receipt by Lessor or payment by Lessee of Rent or Additional Rent with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Lease shall not be deemed a waiver of that breach. No provision of this Lease shall be deemed to have been waived, unless the waiver is in writing signed by the waiving Party. The receipt and retention by Lessor of Rent or Additional Rent from anyone other than Lessee shall not be deemed a waiver by Lessor of any breach by Lessee of any covenant, agreement, term, provision, or condition contained in this Lease, or the acceptance of such other person as a Lessee, or a release of Lessee from the further performance of the covenants, agreements, terms, provisions, and conditions contained in this Lease.

SECTION THIRTY-THREE **NOTICES**

All notices or advices required or permitted to be given by or pursuant to this Lease shall be given in writing and in the English language, unless otherwise expressly authorized herein. All such notices and advices shall be: (i) delivered personally, (ii) delivered by email, (iii) delivered by facsimile, (iv) delivered by U.S. Registered or Certified Mail, Return Receipt Requested mail, or (v) delivered for overnight delivery by a nationally recognized overnight courier service. Such notices and advices shall be deemed to have been given: (i) the first business day following the date of delivery if delivered personally, by facsimile, or by email

(with a hard copy of said email mailed to the recipient by prepaid U.S. first-class mail on the same day the email was sent), (ii) on the third business day following the date of mailing if mailed by U.S. Registered or Certified Mail, Return Receipt Requested, or (iii) on the date of receipt if delivered for overnight delivery by a nationally recognized overnight courier service. All such notices and advices and all other communications related to this Lease shall be given as follows:

If to Lessor:

The Board of County Commissioners of Tulsa County, Oklahoma

ATTN: _____

_____ - Telephone

_____ - Email

_____ - Facsimile

If to Lessee:

Iron Gate, Inc.

ATTN: _____

_____ - Telephone

_____ - Email

_____ - Facsimile

or to such other street or email address as the Party may have furnished to the other Party in accordance herewith, except that notice of change of addresses shall be effective only upon receipt.

During the course of the Lease Term or any subsequent applicable Renewal Term(s), as technology and communications change and evolve, the Parties may agree upon any other reliable form of written notice under this Section 33 by amendment to this Lease via Section 40 of this Lease hereinbelow.

SECTION THIRTY-FOUR
TIME OF ESSENCE

Time is of the essence with respect to each obligation arising under this Lease. The failure of either party hereto to timely perform an obligation arising hereunder shall be deemed a failure to perform the obligation.

SECTION THIRTY-FIVE
FORCE MAJEURE

In any case where either Party is required to do any act (other than make a payment of money), delays caused by Force Majeure shall not be counted in determining the time when the performance of the act must be completed, whether that time is designated by a fixed time, a fixed period of time, or "a reasonable time." In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made, both to the Party required to perform the work and to the Party required to make the payment, for reasonable delays in the collection of the proceeds and awards.

SECTION THIRTY-SIX
PERSONS BOUND

The covenants, agreements, terms, provisions, and conditions of this Lease shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties with the same effect as if mentioned in each instance where a Party is named or referred to herein. The term "Lessor" as used in this Lease shall mean the lessor at the particular time in question, and it is agreed that the covenants and obligations of Lessor under this Lease shall not be binding on a lessor named in this Lease or any subsequent lessor with respect to any period subsequent to the transfer of its interest under this Lease by operation of law or otherwise (except with respect to covenants or obligations of any such lessor which have accrued during the period of the Lessor's ownership, for which the Lessor shall remain liable), and that in the event of any such transfer, Lessee agrees to attorn and look solely to the transferee for the performance of the obligations of Lessor under this Lease, provided and on condition that the transferee shall assume in writing all of the obligations of Lessor under this Lease, but only with respect to the period beginning with such transfer and ending with a subsequent transfer of the interest.

SECTION THIRTY-SEVEN
ATTORNEY'S FEES

In any action brought by a Party to enforce the obligations of the other Party, the prevailing Party shall be entitled to collect from the opposing Party to such action such prevailing Party's reasonable litigation costs and attorneys' fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation).

SECTION THIRTY-EIGHT
MEMORANDUM OF LEASE

The Parties agree that each Party will, upon the expiration of the Inspection Period, execute, acknowledge, and deliver a short form memorandum of lease in recordable form, substantially in the form of **Exhibit "C"** attached hereto and incorporated herein by reference for all purposes as if set forth in full (the "Memorandum of Lease"), to be recorded in the Office of the County Clerk of Tulsa County, Oklahoma.

SECTION THIRTY-NINE
ENTIRE AGREEMENT

This Lease, with the attached exhibits, contains the entire agreement between Lessor and Lessee respecting the subject matter hereof. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof. Any prior understanding or representation of any kind preceding the Effective Date of this Lease shall not be binding on either Party except to the extent incorporated in this Lease. Each Party has entered into this Lease based solely upon the agreements, representations, and warranties expressly set forth herein and upon its own knowledge and investigation. Neither Party has relied upon any representation or warranty of the other Party except any such representations or warranties as are expressly set forth herein.

SECTION FORTY
MODIFICATION

This Lease may be amended or modified only in a writing which has been signed by both Parties hereto and which specifically references this Lease.

SECTION FORTY-ONE
CONSTRUCTION

The Section headings of this Lease are for convenience only and shall not be used to explain, modify, simplify, limit, define, or aid in determining the meaning or content of this Lease. This Lease, and all the provisions of this Lease, shall be deemed drafted by both of the Parties. This Lease shall not be interpreted strictly for or against either Party hereto, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Lease.

SECTION FORTY-TWO
PRONOUNS

All pronouns and any variations of same shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or persons may require.

SECTION FORTY-THREE
ENFORCEABILITY

In the event any provision of this Lease, or the application of such provision to any person, entity, or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent for any reason, the remainder of this Lease, and the application of such provision to persons, entities, or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected and shall continue to be enforceable to the fullest extent permitted by law.

SECTION FORTY-FOUR
GOVERNING LAW

This Lease shall be subject to, and interpreted by and in accordance with, the laws (excluding conflict of law provisions) of the State of Oklahoma.

SECTION FORTY-FIVE
COUNTERPARTS

This Lease may be executed in counterparts, each of which shall be deemed an original. This Lease shall become effective only when both of the Parties hereto shall have executed the original or counterpart hereof. This Lease may be executed and delivered by a facsimile, digital, and/or electronic transmission of a counterpart signature page hereof.

SECTION FORTY-SIX
SIGNATORY AUTHORITY

Each of the persons signing below on behalf of a Party represents and warrants that he or she has full requisite power and authority to execute and deliver this Lease on behalf of the Party for whom he or she is signing and to bind such Party to the terms and conditions of this Lease.

SECTION FORTY-SEVEN
NO THIRD-PARTY BENEFICIARIES

This is not a third party beneficiary contract. No person or entity other than a Party signing this Lease shall have any rights under this Lease.

SECTION FORTY-EIGHT
RELATIONSHIP OF THE PARTIES

Nothing in this Lease shall be construed to create a partnership or joint venture, nor to authorize either Party hereto to act as agent for or representative of the other Party. Each Party shall be deemed an independent contractor and neither Party hereto shall act as, or hold itself out as acting as, agent for the other Party. The relationship between Lessor and Lessee shall only be that of a lessor and a lessee of real estate.

The rights, obligations, duties, and covenants contained in this Lease do not create a fiduciary relationship or duty among or between the Parties. The Parties hereby expressly disclaim any fiduciary relationship or obligation, whether express or implied, arising out of, without limitation, the negotiation, execution, delivery, performance, non-performance, and/or breach of the obligations imposed by this Lease.

The Parties have executed this Lease as of the Effective Date first above written.

LESSOR:	LESSEE:
<p>The Board of County Commissioners of Tulsa County, Oklahoma</p> <p>By: _____ Name: Johnathan Smaligo Title: Commissioner District #1</p> <p>By: _____ Name: Karen Keith Title: Commissioner District #2</p> <p>By: _____ Name: Ronald Peters Title: Chairman, and Commissioner District #3</p> <p>APPROVED AS TO FORM:</p> <p>_____ District Attorney</p>	<p>Iron Gate, Inc., an Oklahoma not-for-profit corporation</p> <p>By: _____ Name: _____ Title: _____</p>

EXHIBIT "A"

THE LEASED PREMISES

A parcel of land being a part of Lot 1, Block 1, County Jail Addition, Tulsa County, Oklahoma, according to the recorded plat thereof, more particularly described as:

Beginning at the Southeasterly corner of said Lot 1, Block 1, a point also described as the Southwest corner of Block 36 of the "Original Townsite of Tulsa"; Thence South $65^{\circ}33'56''$ West along the South line of said Lot 1, Block 1, a distance of 257.80 feet; thence North $24^{\circ}26'04''$ West a distance of 300.00 feet; thence North $65^{\circ}33'56''$ East a distance of 257.80 feet; thence South $24^{\circ}26'04''$ East a distance of 300.00 feet to the Point of Beginning.

Said parcel containing 77,340 square feet or 1.776 acre, more or less.

EXHIBIT "B"

LESSEE'S ACCEPTANCE AGREEMENT

This is a supplement to that certain Ground Lease Agreement dated _____, 2018 (the "Lease"), by and between The Board of County Commissioners of Tulsa County, Oklahoma ("Lessor"), and Iron Gate, Inc., an Oklahoma not-for-profit corporation ("Lessee"), for that certain tract of undeveloped, unimproved land consisting of approximately 1.776 acres and 77,340 square feet approximately located at the intersection of West Archer Street and North Frisco Avenue, Tulsa, Tulsa County, Oklahoma 74103, which is more particularly described on **Exhibit "A"** attached to the Lease and by this reference made a part hereof (hereinafter referred to as the "Leased Premises").

All capitalized terms used but not defined herein have the same meaning given to them under the Lease.

Pursuant to the terms and conditions in and of said Lease, the undersigned Lessee affirms the following facts:

1. Commencement Date of the Term of the said Lease is _____, 2018.
2. Commencement Date of the Rent of the said Lease is _____, 2018.
3. The Expiration Date upon which the original Term of the said Lease shall expire is _____, 2117.
4. The Lease consists of the base lease dated _____, 2018, only.
5. That no Rent has been paid more than thirty (30) days in advance.
6. That the undersigned has accepted possession of the Leased Premises "AS-IS" and "WITH ALL FAULTS," as more particularly set forth in the Lease.
7. That the undersigned has no charge, lien, or claim of offset under said Lease or against the Rent payable thereunder.
8. That the Lessor has fully performed its obligations under the Lease to the date hereof.
9. That the Lease is in full force and effect and unmodified as of the date hereof.

LESSEE:

Iron Gate, Inc.,
an Oklahoma not-for-profit corporation

By: _____
Name: _____
Title: _____

This Exhibit "B", consisting of two (2) pages is attached hereto and forms part of the Lease dated as of the _____ day of _____, 2018, by and between Lessor and Lessee, and has been initialed by the parties hereto as follows:

By _____
Lessor's Initials

By _____
Lessee's Initials

EXHIBIT “C”

THE LEASE MEMORANDUM

MEMORANDUM OF LEASE

This Memorandum of Lease (this “Memorandum”), is executed by and The Board of County Commissioners of Tulsa County, Oklahoma (“Lessor”), and Iron Gate, Inc., an Oklahoma not-for-profit corporation (“Lessee”). Lessor and Lessee are sometimes collectively referred to herein as the “Parties” and each of the Parties is sometimes singularly referred to herein as a “Party”.

1. Lessor and Lessee are parties to that certain unrecorded Ground Lease Agreement dated _____, 2018 (the “Lease”), whereby Lessor leased to Lessee that certain tract of undeveloped, unimproved land consisting of approximately 1.776 acres and 77,340 square feet approximately located at the intersection of West Archer Street and North Frisco Avenue, Tulsa, Tulsa County, Oklahoma 74103, as more particularly described in **Exhibit “1”** attached hereto and incorporated herein by reference for all purposes as if set forth in full (the “Land”), all as more particularly set forth in the Lease.

2. The term of the Lease will commence on _____, 2018, and shall continue for a period of ninety-nine (99) years thereafter, unless earlier terminated as provided by the Lease. The Lease thereafter provides for a series of one (1) year renewal terms based upon Lessee’s satisfaction of certain conditions, all as more particularly set forth in the Lease.

3. The Lease prohibits Lessee from assigning, pledging, or encumbering the Lease or any interest in or to the Lease or the leased premises or subletting the leased premises in whole or in part without Lessor’s prior written consent, and provides that any unauthorized assignment, pledge, encumbrance, or subletting will be void.

4. All other terms and conditions set forth in the Lease are incorporated by reference as if fully set forth herein.

5. This Memorandum is not a complete summary of the Lease. Provisions in this Memorandum shall not be used in interpreting the Lease provisions. This Memorandum is for informational purposes only and nothing contained in this Memorandum shall be deemed to in any way modify or otherwise affect any of the terms and provisions of the Lease, the terms and provisions of which are hereby incorporated in this Memorandum by reference. This instrument is merely a memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. In the event of conflict between this Memorandum and the unrecorded Lease, the unrecorded Lease shall control.

6. Lessor and Lessee have agreed to record this Memorandum to provide notice of the Lease and the terms, provisions, and conditions of the Lease to any third parties dealing with the Land and/or Lessor or Lessee vis-à-vis the Land.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Memorandum this ____ day of _____, 2018.

LESSOR:	LESSEE:
<p>The Board of County Commissioners of Tulsa County, Oklahoma</p> <p>By: _____ Name: Johnathan Smaligo Title: Commissioner District #1</p> <p>By: _____ Name: Karen Keith Title: Commissioner District #2</p> <p>By: _____ Name: Ronald Peters Title: Chairman, and Commissioner District #3</p> <p>APPROVED AS TO FORM:</p> <p>_____ District Attorney</p>	<p>Iron Gate, Inc., an Oklahoma not-for-profit corporation</p> <p>By: _____ Name: _____ Title: _____</p>

ACKNOWLEDGMENTS

STATE OF OKLAHOMA §
 § ss.
COUNTY OF TULSA §

This instrument was acknowledged before me, a notary public, in and for said County and State, on this ____ day of _____, 2018, by Johnathan Smaligo, Karen Keith, and Ronald Peters in their representative capacities as all members of The Board of County Commissioners of Tulsa County, Oklahoma, for and on behalf of such Board of County Commissioners of Tulsa County, Oklahoma.

Notary Public

My Commission Number:

My Commission Expires:

(Notarial Seal)

STATE OF OKLAHOMA §
 § ss.
COUNTY OF TULSA §

This instrument was acknowledged before me, a notary public, in and for said County and State, on this ____ day of _____, 2019, by _____, _____ of Iron Gate, Inc., an Oklahoma not-for-profit corporation, for and on behalf of said corporation.

Notary Public

My Commission Number:

My Commission Expires:

(Notarial Seal)

EXHIBIT "1"

THE LAND

A parcel of land being a part of Lot 1, Block 1, County Jail Addition, Tulsa County, Oklahoma, according to the recorded plat thereof, more particularly described as:

Beginning at the Southeasterly corner of said Lot 1, Block 1, a point also described as the Southwest corner of Block 36 of the "Original Townsite of Tulsa"; Thence South $65^{\circ}33'56''$ West along the South line of said Lot 1, Block 1, a distance of 257.80 feet; thence North $24^{\circ}26'04''$ West a distance of 300.00 feet; thence North $65^{\circ}33'56''$ East a distance of 257.80 feet; thence South $24^{\circ}26'04''$ East a distance of 300.00 feet to the Point of Beginning.

Said parcel containing 77,340 square feet or 1.776 acre, more or less.