

LEASE AGREEMENT
Plaza Court

DATE OF LEASE: _____, 20____.

1. Definitions.

1.1 Definitions of Basic Lease Terms. The following terms shall have the meanings set forth below:

LANDLORD: MIDTOWN REHCO, LLC

LANDLORD'S NOTICE ADDRESS: MIDTOWN REHCO, LLC
P.O. Box 61250
Oklahoma City, Oklahoma 73146

TENANT: _____

TENANT'S NOTICE ADDRESS: _____

Email: _____

CENTER: The office building, land, parking areas,
parking garage and other facilities located
on the Real Estate

LEASED PREMISES: 1104 N. Classen Dr., as shown on **Exhibit B**
– **Outline of Leased Premises**

NET RENTABLE AREA OF THE
LEASED PREMISES: 1,501 rentable square feet

MONTHLY BASE RENT: \$0 in year 1
\$1,501.00 in year 2
\$1,626.08 in year 3

TERM: 3 years, commencing on the Commencement
Date and ending on the Expiration Date

COMMENCEMENT DATE: _____

EXPIRATION DATE: The 3rd anniversary of the Commencement
Date

SECURITY DEPOSIT: \$1,501.00

GUARANTORS: _____

PERMITTED USE: _____

1.2 Other Definitions. When used in this Lease, the following terms shall have these meanings:

(a) Actual Operating Costs - Operating Cost in fact incurred by the Landlord in any given calendar year as certified by an officer of the Landlord.

(b) Additional Rent. - All sums described in Sections 4.4 and 4.5 of this Lease and any other amounts, other than Base Rent, required to be paid by the Tenant to the Landlord.

(c) Building - The building located at 1100 N. Classen Drive, Oklahoma City, Oklahoma.

(d) Building Rules - The rules and regulations that Landlord may periodically adopt and publish to promote the convenience, peace, harmony, safety, health and welfare of tenants, building occupants and visitors, and others; for the reputation of and for the preservation of good order on the Building; for the maintenance, care and protection of property and facilities; and for the distribution of services. The initial Building Rules are set forth on **Exhibit C – Building Rules.**

(e) Common Areas - Hallways, elevators, walkways, plazas, driveways, public parking areas located on the Real Estate, lobbies, and other parts of the Building that Landlord may periodically designate as intended for use by the public and other tenants of the Building.

(f) Encumbrance - Any mortgages, deeds of trust, security agreements, collateral assignments, and other encumbrances that may now or in the future affect Landlord's interest in this Lease, the Building or the Real Estate.

(g) Governmental Authorities - Any municipality, county, state, the United States of America, or any other governmental body, subdivision, agency, or authority.

(h) Landlord's Financing Lender - Any holder of a mortgage, deed of trust, ground lease or other security instrument which may now or hereafter encumber the Leased Premises.

(i) Landlord's Statement – an instrument or instruments setting forth the Operating Payment (hereinafter defined) payable by Tenant for a specified Year pursuant to Section 4.4.

(j) Lease - This Lease Agreement as it may be amended or supplemented by written agreement.

(k) Operating Costs - All costs incurred or to be incurred by the Landlord for any given calendar year in connection with the management, operation and maintenance of the Building, the Real Estate, the Center and any other parking areas or pedestrian and vehicular rights-of-way associated therewith, the Common Areas, all other Improvements on the land and all appurtenances thereto, computed on an accrual basis. By way of illustration, but not limitation. Operating Cost will include expenditures for: all real estate and ad valorem taxes; other taxes, assessments and governmental charges (including taxes on rents or services); utility charges; electrical consumption charges; sewerage charges; cleaning (including supplies and janitorial service); pest control; licenses, permits and inspection fees; insurance premiums; heating and cooling charges; repairs, management fees; equipment rental; ground rental; reasonable reserves for repair and replacement; labor; supplies; security charges; the Building's pro-rata share (as determined by the Landlord) for operation, maintenance and repair of the parking garage and surface parking areas, security services, pedestrian and vehicular rights-of-way, alleys, malls, plazas and concourses now or hereafter located within the Center. The following will be excluded from Operating Cost: depreciation; debt service and interest, capital expenditures; leasing commissions; and income, franchise and similar taxes which are personal to the Landlord. The initial Operating Payment is estimated to be \$287.69 per month.

(l) Operating Year – Each calendar year in which occurs any part of the Term.

(m) Property Manager – Landlord, or such other person as shall be designated as such by Landlord from time to time.

(n) Real Estate - The real property and Leased Premises described on **Exhibit A – Legal Description**, including but not limited to all of rights, interests, estates, and appurtenances thereto, all improvements thereon, and all other rights, titles, interests, and estates, if any, in adjacent streets and roads.

(o) Rent - The sums to be paid by the Tenant to the Landlord as Base Rent and Additional Rent pursuant to the terms of this Lease.

(p) Tenant's Share. - A fraction computed by the Landlord having as the numerator the Net Rentable Area contained within the Leased Premises and as the denominator the Total Rentable Area contained in the Building.

(q) Total Rentable Area - The area as computed by the Landlord included within the Building, excluding the elevator shafts, stairwells, elevator, mechanical and electrical rooms which consists of 38,501 square feet, MOL.

(r) Year - With reference to the Term or any year of this Lease, refers to a 12-month period commencing on the Commencement Date and ending on each annual anniversary of the Commencement Date.

2. Lease of Leased Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises for the term and upon the conditions and covenants set forth in this Lease.

3. Term. The term of this Lease will begin on the Commencement Date. Unless earlier terminated as provided in this Lease or by law, the term of this Lease will end on the Expiration Date, and at that time the tenancy shall terminate without notice.

4. Rent.

4.1 Rent. Tenant agrees to pay the Base Rent and Additional Rent in monthly installments in advance for the use of the Leased Premises each month during the Term. Tenant shall pay the monthly rent on or before the first day of each month, without deduction or setoff. The obligation of the Tenant to pay Rent is an independent covenant and no act or circumstance whatsoever (whether constituting a default by the Landlord or not) will release the Tenant from the obligation to pay Rent timely or give rise to any counterclaim or setoff. Time is of the essence of the performance of each of the Tenant's obligations hereunder.

4.2 Fractional Periods. If the Term begins on a date other than the first day of a calendar month, the Rent for such calendar month shall be prorated to the last day of the month, and the Rent shall be due and payable on the first day of the Term. If the Term ends on a date other than the last day of a calendar month, the Rent for such calendar month shall be prorated through the last day of the Term.

4.3 Delinquent Rent. If Tenant does not pay Rent or any other amount due within ten (10) days after the date on which it is due, Tenant shall pay, in addition to such amount, interest on such amount at the rate of 1-1/2% per month from the date on which it was due until paid ("Default Rate"). Additionally, Tenant shall pay a late charge in the amount of 10% of the monthly Rent due if Landlord does not receive Tenant's monthly Rent by the 1st day of the month when it is due. Tenant shall pay a \$25 charge for each returned check, plus the late charge. If Tenant's bank dishonors any check or instrument from Tenant for any reason, Landlord may require Tenant to make all further payments by certified or cashier's check or in cash. After the 15th day of the month, Tenant shall pay any delinquent Rent or late charge for that month by certified or cashier's check or in cash. Landlord may apply any amounts so received from Tenant in such manner, as Landlord considers appropriate. Payment of any interest, late charge and returned check charge shall be in addition to, and not in limitation of, other remedies available under this Lease or by law.

4.4 Operating Payment.

(a) During the Term, Tenant shall pay to Landlord, as Additional Rent, an amount (herein called "Operating Payment") equal to Tenant's Share of the Operating Costs for such Operating Year.

(b) If during any relevant period (i) any rentable space in the Building shall be vacant or unoccupied, and/or (ii) the tenant or occupant of any space in the Building undertook to perform work or services therein in lieu of having Landlord (or Landlord's affiliates) perform the same and the cost thereof would have been including in Operating Costs, then, in any such event(s), the Operating Costs for such period shall be adjusted to reflect the Operating Costs that would have been incurred if such space had been occupied or if Landlord (or Landlord's affiliates) had performed such work or services, as the case may be.

(c) Landlord may furnish to Tenant, prior to the commencement of each Operating Year a written statement setting forth Landlord's reasonable estimate of the Operating Payment for such Operating Year (an "Operating Estimate"). Tenant shall pay to Landlord on the first day of each month during the Operating Year in which the Operating Payment will be due, an amount equal to one-twelfth (1/12th) of the Operating Estimate for such Operating Year. If, however, Landlord shall not furnish any such Operating Estimate for a Operating Year subsequent to the commencement thereof, then (i) until the first day of the month following the month in which such Operating Estimate is furnished to Tenant, Tenant shall pay to Landlord on the first day of each month an amount equal to the monthly sum payable by Tenant to Landlord under this Section 4.4 in respect of the last month of the preceding Operating Year; (ii) after such Operating Estimate is furnished to Tenant, Landlord shall give notice to Tenant stating whether the installments of the Operating Payment previously made for such Operating Year were greater or less than the installments of the Operating Payment to be made for the Operating Year in which the Operating Payment will be due in accordance with such Operating Estimate, and (A) if there shall be a deficiency, Tenant shall pay the full amount thereof within ten (10) days after demand therefor, or (B) if there shall have been an overpayment, Landlord shall refund to Tenant the amount thereof; and (iii) on the first day of the month following the month in which such Operating Estimate is furnished to Tenant and monthly thereafter throughout the remainder of such Operating Year Tenant shall pay to Landlord an amount equal to one-twelfth (1/12th) of the Operating Payment shown on such Operating Estimate. Landlord may, at any time during each Operating Year, furnish to Tenant a revised Operating Estimate for such Operating Year, and in such case, the Operating Payment for such Operating Year shall be adjusted and paid or refunded or credited as the case may be, substantially in the same manner as provided in the preceding sentence.

(d) Landlord shall furnish to Tenant a Landlord's Statement for each Operating Year as to which an Operating Payment is due hereunder (and shall endeavor to do so within one hundred eighty (180) days after the end of each such Operating Year). If Landlord's Statement shall show that the sums paid by Tenant, if any, under Section 4.4(c) exceeded the Operating Payment to be paid by Tenant for the Operating Year for which such Landlord's Statement is furnished, Landlord shall refund to Tenant the amount of such excess; and if Landlord's Statement for such Operating Year shall show that the sums so paid by Tenant were

(e) In any case provided in this Section 4.4 in which Tenant is entitled to a refund, Landlord may, in lieu of allowing such refund, credit against future installments of Rent any amounts to which Tenant shall be entitled. Nothing in this Section 4.4 shall be construed so as to result in a decrease in the Rent hereunder. If this lease shall expire before any such credit shall have been fully applied, then (provided Tenant is not in default hereunder) Landlord shall refund to Tenant the unapplied balance of such credit.

(f) The expiration or termination of this Lease during any Operating Year (for any part or all of which there is an Operating Payment under this Section 4.4) shall not affect the rights or obligations of the parties hereto respecting such payment and any Landlord's Statement or tax bill, as the case may be, relating to such payment may be sent to Tenant subsequent to, and all such rights and obligations shall survive, any such expiration or termination. Any payments due under such Landlord's Statement, as the case may be, shall be payable within twenty (20) days after Landlord's Statement is sent to Tenant.

(g) The parties agree that the computations under this Section 4.4 are intended to constitute a formula for agreed rental escalation and may or may not constitute an actual reimbursement to Landlord for Operating Costs paid by Landlord with respect to the Center.

4.5 Payment of Rent. Rent shall be payable to Landlord, as set forth at Landlord's Notice Address or to such other persons or at such other addresses in the United States of America as Landlord may designate from time to time in writing to Tenant.

5. Use of Leased Premises. Tenant may use Leased Premises for the Permitted Use. Tenant may not use the Leased Premises for any other use or purpose, or any purpose that is unlawful or disreputable, adversely affects Landlord's leasing of the Building, or increases the risk of casualty or the rate of fire or casualty insurance covering the Building or its contents. Tenant will conduct its business and will control its agents, employees and invitees in such a manner as not to create any nuisance, odor or noise, or interfere with, annoy or disturb other tenants of the Building. Tenant will comply with all laws, rules, regulations, orders, ordinances and requirements of all federal, state and local governmental authorities having jurisdiction over the Leased Premises, including requirements under the Americans With Disabilities Act and laws pertaining to air and water quality, waste disposal, hazardous waste disposal, air quality and air emissions and other environmental matters, and will require Tenant's agents, employees and invitees to comply fully with such laws and the Building Rules. Tenant agrees that it will not overload, damage or deface the Leased Premises or the Center or do any act that might make any insurance on the Leased Premises, the Building, the Real Estate, or the Center void or voidable or which may result in an increase or extra premium payable for insurance or an increase in utility costs. Without limiting any other right or remedy that may be available to Landlord, Landlord may collect from Tenant upon demand any increase in any insurance premium resulting from any use of the Leased Premises by Tenant.

6. Maintenance and Repairs of Leased Premises.

6.1 Tenant's Maintenance. Except as specifically set forth herein, Tenant shall, at its sole cost and expense at all times during the Term, keep and maintain the interior, non-structural portions of the Leased Premises, in good condition and repair and in compliance with all requirements of Governmental Authorities having jurisdiction. For the purposes of this Section 6.1, "interior" shall mean and include the tiled or carpeted floor, up to (and including) the acoustical ceiling, and inside the exterior walls, including but not limited to, all doors and door closures to and from the Leased Premises, all plumbing, electrical, heating ventilating and air conditioning equipment within or servicing the Leased Premises. Landlord will assist Tenant when a manufacturer or supplier is obligated to make or pay for the repairs under an expressed or implied warranty (if such warranty originated prior to the Commencement Date). Tenant's obligation of repair hereunder shall be subject to the exception of reasonable wear and tear. Tenant's obligations hereunder shall include but not be limited to Tenant's trade fixtures and equipment, security gates, ceilings, nonstructural walls, entrances, signs, interior decorations, floor-coverings, wall-coverings, entry and interior doors, exterior and interior glass, plumbing fixtures, light fixtures and bulbs, keys and locks, fire extinguishers and fire protection systems), HVAC system, electrical gas, steam, sprinkler and mechanical facilities, interior utility lines serving the Leased Premises, and other systems and equipment that are located inside the Leased Premises, and all alterations and improvements to the Leased Premises installed by Tenant. Tenant shall forthwith, at its sole cost and expense, replace any broken or cracked plate glass windows with glass of the same quality. In connection therewith, Tenant agrees to maintain and provide Landlord with the evidence of plate glass insurance during the Term. Tenant shall sweep and keep the sidewalk and adjacent service area of the Leased Premises clean and free from all debris, ice and snow and provide and maintain rat-proof refuse receptacles from its own use in the event any refuse is to be temporarily stored outside and in the rear of the Leased Premises. Tenant shall furnish all replacement electric light bulbs and ballasts for the interior and exterior of the Leased Premises. Tenant shall also pay for maintenance of HVAC system, alarm and other security services, pest and rodent control, janitorial, cleaning and trash collection. Tenant shall keep in force during the Term a maintenance contract covering the HVAC system, which contract shall provide for quarterly filter change and semi annual servicing of all such equipment and shall be with a contractor reasonably acceptable to Landlord. Tenant shall provide Landlord with a copy of the maintenance contract, along with any and all renewals and/or new contracts during the Term.

6.2 Landlord's Maintenance. Landlord agrees to maintain in good repair, at Landlord's cost, the roof, outer walls, foundation, and structural portions of the Leased Premises.

6.3 Notice. Tenant shall notify Landlord prior to conducting any repairs or replacements that require access to the roof.

6.4 Landlord's Inspection and Performance. Landlord may enter upon the Leased Premises at all reasonable hours to inspect the Leased Premises. If Tenant fails to maintain the Leased Premises as required in this Section 6 or fails to make a necessary repair or repairs or replacement after ten (10) days notice by Landlord, or in case of emergency without notice to Tenant, Landlord may order such repair(s) or replacement and charge the cost thereof to Tenant payable within five (5) days after receipt such notice from Landlord as additional rent,

such amount to bear interest at the Default Rate (as hereinafter defined) from the time incurred by Landlord until paid by Tenant. Additionally, during the six (6) month period prior to the expiration of the Term, Landlord may exhibit the Leased Premises to prospective tenants.

7. Insurance.

7.1 Tenant's Required Insurance. Tenant will, at its cost and expense, keep and maintain in force the following policies of insurance:

(a) Insurance on the Improvements against loss or damage by fire and against loss or damage by other risk now and from time to time insured against by "extended coverage" provisions of policies generally in force on improvements of like type in the city in which the Leased Premises are located, and in builder's risk completed value form during construction, in amounts sufficient to provide coverage for the full insurable value of the Improvements; the policy for such insurance shall have a replacement cost endorsement or similar provision. "**Full insurable value,**" shall mean actual replacement value (exclusive of cost of excavation, foundations, and footings below the surface of the ground or below the lowest basement level), and such full insurable value shall be determined by Tenant's insurer, and confirmed from time to time at the request of Landlord by one of the insurers.

(b) Workman's Compensation Insurance as to Tenant's employees involved in the construction, operation, or maintenance of the Leased Premises in compliance with applicable law.

(c) Comprehensive general liability insurance, including contractual liability specifically applying to the provisions of this Lease and completed operations liability, with limits of not less than Three Million Dollars (\$3,000,000) with respect to bodily injury or death to any number of persons in any one accident or occurrence and with respect to property damage in any one accident or occurrence.

7.2 Tenant's Policies. All insurance maintained in accordance with the provisions of this Section 7 shall be issued by companies reasonably satisfactory to Landlord, and shall contain a mortgagee clause in favor of the Landlord's Financing Lender. All property policies shall expressly provide that any loss thereunder may be adjusted with Tenant, Landlord's Financing Lender, and shall be payable to Tenant and disbursed as set forth in Section 17. All liability insurance policies shall name Landlord as an additional insured as respects its interest as provided in this Lease. Tenant shall furnish Landlord and Landlord's Financing Lender with evidence of all insurance policies required under this Section 7, and shall furnish and maintain with each of such parties, at all times, a certificate of the insurance carrier certifying that such insurance shall not be canceled without at least fifteen (15) days advance written notice to each of such parties.

7.3 Landlord's Required Insurance. Landlord will, at its cost and expense, keep and maintain in force the following policies of insurance:

(a) Standard all-risk property insurance with an extended coverage endorsement covering the Center and the leasehold improvements to the Leased Premises (except for any alterations by Tenant after the Commencement Date), furnished and installed in an amount equal to one-hundred percent (100%) of the full insurable value thereof; and

(b) Comprehensive general liability insurance, including contractual liability specifically applying to the provisions of this Lease and completed operations liability, with limits of not less than Three Million Dollars (\$3,000,000) with respect to bodily injury or death to any number of persons in any one accident or occurrence and with respect to property damage in any one accident or occurrence.

8. Alterations and Repairs. Tenant may not make alterations or additions to the Leased Premises without the prior written consent of Landlord. Any additions to the Leased Premises made with Landlord's consent shall become Landlord's property upon installation, unless at the time of such installation Landlord notifies Tenant that the additions will remain the property of Tenant. Without limiting the foregoing, upon termination of this Lease all light fixtures, blinds, floor coverings, shelving, and cabinets that are installed in or on the Leased Premises, regardless of whether they were installed at Tenant's expense, and all other fixtures that are installed in or on the Leased Premises shall remain the property of Landlord, unless at the time of such installation Landlord notifies Tenant that such items will remain the property of Tenant. If such items will remain the property of Tenant, then upon the termination of this Lease Tenant must remove the property and repair any damage to the Leased Premises caused by removal. Only persons approved in advance by Landlord may make any alterations or modifications to the Leased Premises or install any equipment.

9. Personal Property. Tenant shall be liable to Landlord for any loss or damage to any personal property of Landlord, including the cost of repairing or replacing the property. Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures that Tenant places or installs in the Leased Premises. If any such taxes are levied or assessed against Landlord or Landlord's property and Landlord elects to pay them, or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture, or fixtures that Tenant places or installs in the Leased Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord on demand that portion of the taxes attributable to Tenant's property.

10. Additional Taxes. If, during the Term or any renewal or extension, any taxes are imposed on Rent payments under this Lease, or on renting or occupying the Leased Premises, or on any services provided by Landlord, Tenant will pay each month, as Additional Rent, an amount equal to the tax or charge that is imposed for such month.

11. Delivery on Termination. On termination of this Lease, Tenant will remove all of its moveable personal property and furniture and deliver the Leased Premises to Landlord in the

condition that existed at the beginning of the Term, ordinary wear and tear excepted. Tenant shall repair any damage to the Leased Premises caused by the removal of such property.

12. Parking. Landlord shall make parking available at the Building for common use by Landlord, Tenant and their employees, patients and invitees. Landlord may or may not provide designated or reserved parking spaces for Tenant's employees, agents, invitees and guests. Reserved parking may be fee based, with availability and cost solely determined by the Landlord. Tenant understands that Landlord does not guarantee the availability or adequacy of parking. Tenant shall comply with all rules established for the Building relating to parking. Landlord shall not be liable or responsible for any damage to vehicles on the Real Estate including surface and covered parking areas.

13. Assignment and Subletting.

13.1 Provisions Applicable to Assignment and Subletting.

(a) Restrictions; Procedures. Tenant may not assign or encumber this Lease or any interest in this Lease without the prior written consent of Landlord. Tenant may not sublet the Leased Premises, in whole or in part without the prior written consent of Landlord. Tenant may not permit any other person to occupy the Leased Premises without the prior written consent of Landlord. Any assignment, encumbrance, subletting or occupancy without Landlord's consent will be void. Any sale, encumbrance, or other transfer of a majority of the issued and outstanding stock of Tenant (if Tenant is a corporation) or a majority of the interest in Tenant (if Tenant is a partnership or limited liability company) shall constitute an assignment of this Lease under this Section. If Tenant wants to assign this Lease or sublet the Leased Premises, Tenant must first notify Landlord in writing, specifying the name of the proposed assignee or sublessee and the terms of the proposed assignment or sublease, at least thirty (30) days prior to the date such assignment or sublease is proposed to be effective. Even if Landlord consents to the assignment or sublease, Tenant and each Guarantor, as well as each assignee will at all times remain fully liable for the payment of Rent and for the performance of Tenant's obligations under this Lease. Any consent that Landlord gives will only apply to the specific instance and transaction.

13.2 Tenant Liability. If Tenant subleases the Leased Premises or assigns this Lease, with or without Landlord's consent, Tenant shall not be released or discharged from any liability, whether past, present or future, under this Lease, including any liability arising from the exercise of any renewal or expansion option, except as expressly permitted by Landlord. If Landlord grants consent to such sublease or assignment, Tenant shall pay all reasonable attorneys' fees and expenses incurred by Landlord with respect to such assignment or sublease. In addition, if Tenant has any options to extend the term of this Lease or to add other space to the Leased Premises, such options shall not be available to any subtenant or assignee, without Landlord's express written consent.

13.3 Assumption and Attornment. If Tenant assigns this Lease as permitted in this Section, the assignee shall assume all of the obligations of Tenant in a written instrument satisfactory to Landlord and furnished to Landlord not later than fifteen (15) days prior to the effective date of the assignment. If Tenant subleases the Leased Premises as permitted in this

Section, Tenant shall, at Landlord's option, within fifteen (15) days following any request by Landlord, obtain and furnish to Landlord a written agreement providing that subtenant attorn to Landlord and pay all rent directly to Landlord.

14. Indemnification. Subject to Section 15, Tenant shall indemnify and hold harmless Landlord, its shareholders, partners, trustees, members, directors, officers, employees and its successors and assigns (the "**Indemnified Landlord Parties**"), from all claims, suits, actions, and proceedings whatsoever which may be brought or instituted on account of or growing out of any Default and any and all injuries or damages, including death, to persons or property on the Leased Premises and all losses, liabilities, judgments, settlements, costs, penalties, damages, and expenses relating thereto, including but not limited to attorneys' fees and other costs of defending against, investigating, and settling the Claims, to the extent, but only to the extent, such Claims are not attributable to (i) events or conditions that occurred or existed, in whole or in part, prior to the date when Tenant first occupied the Leased Premises, or (ii) failure of any components of the Center that Landlord is required to maintain ("**Claims**"). Tenant may assume on behalf of the Indemnified Landlord Parties and conduct with due diligence and in good faith the defense of all such Claims against any of the Indemnified Landlord Parties. Tenant may contest the validity of any such Claims, in the name of Landlord or Tenant, as Tenant may deem appropriate, provided that the expenses thereof shall be paid by Tenant.

15. Waiver of Subrogation. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Leased Premises, and (b) such party is then covered (or is required under this Lease to be covered) in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured (or required to be insured) hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance, and waives any right of subrogation which might otherwise exist on account thereof. Landlord and Tenant shall obtain such a release and waiver of subrogation from their respective insurance carriers and shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

16. Condemnation. If the all of Leased Premises, or such portion as to unreasonably interfere with Tenant's use of the Leased Premises, is taken or condemned for any public use or purpose by right of eminent domain, or is transferred by agreement in lieu of or under threat of condemnation, this Lease will terminate on the date Tenant is required to yield possession of the Leased Premises. If only a portion of the Leased Premises or the Building is so taken or condemned so as to not unreasonably interfere with Tenant's use of the Leased Premises, then at Landlord's option (to be exercised by written notice to Tenant at least thirty (30) days before the date possession will be delivered to such condemning authority or transferee), this Lease will terminate on the date possession is so delivered or will continue unaffected. If Landlord elects to continue this Lease, Rent and other obligations will not be reduced or abated, except Landlord shall revise Tenant's Share to reflect the resulting changes in the rentable area of the Building and the area of the Leased Premises. Landlord will receive the entire award from any such taking (or the entire compensation paid on account of any transfer by agreement), and Tenant will have no claim to the

award or compensation. Tenant may, however, seek relocation expenses from the condemning authority.

17. Casualty.

17.1 Obligation to Restore. Tenant shall immediately notify Landlord of any destruction or damage to the Leased Premises. In the event of damage to, or destruction of, the Leased Premises by fire or other casualty, unless this Lease is terminated by Tenant as provided in this Section 17.1, Landlord shall use the available insurance proceeds to repair the Leased Premises to the "vanilla shell" condition, and Tenant shall, to the extent of the insurance proceeds actually received by the Tenant for such purpose, promptly repair, replace, restore, and reconstruct the Leased Premises, all in compliance with the provisions of Section 17.2. If insurance proceeds are unavailable due solely to Tenant's failure to pay the premiums applicable to the insurance coverage referred to in Section 7.1(a), then Tenant shall be obligated to promptly repair, replace, restore, and reconstruct the Improvements, all in compliance with the provisions of Section 17.2, notwithstanding the unavailability of insurance proceeds for such purpose. Notwithstanding the foregoing, in the event of destruction or damage involving more than fifty percent (50%) of the interior floor area of the Leased Premises, then Tenant, at its election exercisable by written notice to Landlord within thirty (30) days following such destruction or damage, shall have the right to terminate this Lease effective as of the date of such fire or other casualty. In the event of a casualty loss where the Leased Premises will not be restored or replaced, the insurance proceeds shall be applied: (1) first, to pay the cost of razing the Improvements and leveling, cleaning and otherwise putting the Leased Premises in good order; (2) second, to Landlord's Financing Lender; (3) third, to the payment to Tenant for any of its Improvements; and (4) fourth, to Landlord, to the extent of any remaining proceeds.

17.2 Restoration and Deposit of Funds. Prior to Tenant commencing any repair, restoration or rebuilding pursuant to Section 17.1, involving an estimated cost of more than Fifty Thousand Dollars (\$50,000), Tenant shall submit to Landlord for its approval, which will not be unreasonably withheld or delayed: (i) plans and specifications therefor, prepared by a licensed architect reasonably satisfactory to Landlord; (ii) copies of appropriate governmental permits; (iii) an estimate of the cost of the proposed work, certified to by said architect; (iv) a fixed price construction contract in an amount not in excess of such architect's estimated cost from a reputable and experienced general contractor; and (v) satisfactory evidence of sufficient contractor's comprehensive general liability insurance covering Landlord, builder's risk insurance, and workman's compensation insurance. Upon completion of any such work by or on behalf of Tenant, Tenant shall provide Landlord with written evidence, in form and substance reasonably satisfactory to Landlord, showing that (i) Tenant has paid all contractors for all costs incurred in connection with such repair, restoration or rebuilding, and (ii) that the Leased Premises is not encumbered by any mechanic's or materialmen's liens relating to such repair, restoration or rebuilding.

- (a) Provided that: (i) Tenant does not exercise its right to terminate this Lease as provided in Section 17.1; (ii) the insurer does not deny liability as to the insureds; and (iii) a Default does not then exist, then all sums arising by reason of such loss under insurance policies maintained by Tenant, shall be deposited with the

Depository (as hereinafter defined) to be available to Tenant for the repair, restoration and rebuilding of the Leased Premises. Tenant shall diligently pursue the repair, restoration and rebuilding of the improvements in a good and workmanlike manner using only materials which are of a quality comparable to the quality of the materials used in the Improvements prior to their destruction or damage. The insurance proceeds will be disbursed to Tenant by the Depository after delivery of evidence reasonably satisfactory to the Depository that (A) such repairs, restoration, or rebuilding have been completed and effected in compliance with the plans and specifications for the restoration or rebuilding, (B) no mechanic's and materialman's liens against the Leased Premises have been filed, or that all such liens have been paid or bonded around, and (C) all payments for work performed and materials purchased as of the date of such disbursement for which mechanic's and materialman's liens might arise have been paid or will be paid from such disbursement or that all such potential liens have been paid or bonded around. At the option of Tenant, such proceeds shall be advanced in reasonable installments. Each such installment (except the final installment) shall be advanced in an amount equal to the cost of the construction work completed since the last prior advance (or since commencement of work as to the first advance) less statutorily required retainage in respect of mechanic's and materialman's liens or retainage which may be required by Landlord's Financing Lender in an amount not to exceed ten percent (10%) of such cost. The amount of each installment requested shall be certified as being due and owing by Tenant's architect in charge, and each request shall include all bills for labor and materials for which reimbursement is requested and reasonably satisfactory evidence that no lien affidavit has been placed against the Leased Premises for any labor or material furnished for such work. The final disbursement, which shall be an amount equal to the balance of the insurance proceeds, shall be made upon receipt of (A) an architect's certificate of substantial completion as to the work from Tenant's architect, and (B) reasonably satisfactory evidence that all bills incurred in connection with the work have been paid. The term **"Depository"**, as used herein, shall mean either: (i) Landlord's Financing Lender, or its designee (provided that Landlord's Financing Lender is an institutional lender, its designee is not an Affiliate of Landlord, and such entity holds such funds in accordance with the terms of this lease, or related in any other manner to Landlord), or (ii) such other party that is acceptable to Landlord and Tenant, if there is no such Landlord's Financing Lender or if such Landlord's Financing Lender has refused to act as Depository.

- (b) If no Default then exists, any excess of money received from insurance policies remaining with the Depository after the repair or rebuilding of the Improvements shall be paid to Tenant.
- (c) If Tenant shall not commence the repair or rebuilding of the Improvements within a period of sixty (60) days after damage or destruction by fire or other casualty and prosecute the same thereafter with such dispatch as may be necessary to complete the same within a reasonable period after said damage or destruction

occurs; then, in addition to all other remedies Landlord may have either under this Lease, at law or in equity, the money received by and remaining in the hands of the Depositary shall be paid to and retained by Landlord as security for the continued performance and observance by Tenant of Tenant's covenants and agreements hereunder.

- (d) During the period from the occurrence of the casualty until repairs are completed, the Base Rent shall be reduced to such extent as may be fair and reasonable under the circumstances.

18. Notice of Accidents and Defects. Tenant shall immediately notify Landlord of any accident occurring in the Leased Premises or within the Building and of any defects in the Leased Premises or other facilities in the Building, including notification of any fire, accident involving a person, equipment, vehicle or property and accident to or defects in the water pipes, electric wires, elevator and heating and cooling apparatus. Building structure, Building systems or components, Building facilities; concealed or hidden conditions that may create a hazard or danger; and improper discharge or emission of hazardous materials, pollutants or waste materials.

19. Surrender of Leased Premises; Holding Over. Upon termination or the expiration of this Lease, Tenant shall peaceably quit, deliver up, and surrender the Leased Premises. If Tenant does not surrender possession of the Leased Premises at the end of the Term, such action shall not extend the Term, Tenant shall be a tenant at sufferance, and during such time of occupancy Tenant shall pay to Landlord, as damages, an amount equal to twice the amount of Rent that was being paid immediately prior to the end of the Term. Landlord shall not be deemed to have accepted a surrender of the Leased Premises by Tenant, or to have extended the Term, other than by execution of a written agreement specifically so stating. Tenant hereby indemnifies and agrees to hold Landlord harmless against any cost, expense, damages, or other liability, including the cost of defending any claim or action by a third party, resulting from Tenant's continued occupancy of the Leased Premises after the Term, as well as loss of rent during a vacancy period involving Landlord's loss of a tenant due to Tenant's holdover.

20. Landlord's Lien. As security for the performance of Tenant's obligations under this Lease, Tenant hereby grants Landlord a security interest in all equipment, inventory, fixtures, furniture and all other property now owned or hereafter acquired by Tenant that is located in the Leased Premises, and all proceeds of such property. Tenant will not remove any personal property from the Leased Premises until Tenant has satisfied all of its obligations under this Lease in full. Landlord may give notice of its intention to dispose of such property in any manner permitted by law when enforcing its rights relating to such security interest. Additionally, Landlord will be deemed to have satisfied any requirement for reasonable notice to Tenant of Landlord's intention to dispose of any property when enforcing its rights relating to such security interest if Landlord gives such notice at least ten (10) days before the date of disposition. Any sale made pursuant to the enforcement of such security interest will be deemed to have been a public sale conducted in a commercially reasonable manner if held at the Leased Premises after advertising the time, place, method of sale and generally describing the property to be sold in a daily newspaper published in Oklahoma County, Oklahoma, for five (5) consecutive days before the date of sale. Tenant agrees to execute and deliver to Landlord, within ten (10) days of Landlord's request, such financing

statements, continuation statements and other instruments that Landlord may reasonably required in order to perfect, protect or continue the foregoing security interest.

21. Responsibility for Hazardous Material.

21.1 Definitions. As used in this Section, the following terms shall have the meanings indicated:

(a) “Hazardous Material” means any substance, material or waste which is reasonably considered by Landlord to be posing an actual or potential threat to the health or safety of persons entering the Property or which is or at any time hereafter becomes regulated as “hazardous,” “toxic” or under any other similar designation by any local, state or federal governmental authority. Such term includes, without limitation, (i) asbestos, (ii) any material, substance or waste defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), (iii) any material, substance or waste defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.), (iv) any petroleum product, or (v) any material, substance or waste defined as a “regulated substance” pursuant to Subchapter IX of the Solid Waste Disposal Act (42 U.S.C. § 6991, et seq.).

(b) “Indemnified Person” means Landlord, Property Manager, leasing agents and their respective directors, trustees, officers, employees and agents.

21.2 Notices. Tenant shall promptly notify Landlord if Tenant becomes aware of the presence of any Hazardous Material in the Building, parking garage, lands property or in the Leased Premises.

21.3 Indemnification. Tenant agrees that it will not bring onto the Center any Hazardous Material other than inventory, cleaning supplies and other materials in normal quantities ordinarily used in the operation of its business. Tenant will not permit any employee, agent, officer, director or invitee of Tenant or any person occupying the Leased Premises by, through or under Tenant to bring any Hazardous Material onto the Center. Tenant hereby indemnifies each Indemnified Person from and against any and all loss, cost, damage and expense arising from the introduction of any Hazardous Material onto the Center by Tenant, any employee, agent, officer, director or invitee of Tenant or any other person occupying the Leased Premises by, through or under Tenant.

21.4 Remedies of Landlord. If Landlord becomes aware of the presence or suspected presence of any Hazardous Material brought onto the Leased Premises in violation of this Section, Landlord may notify Tenant and request that Tenant immediately institute remedial action. Tenant will, within ten (10) days of receipt of such notice, at its sole cost and expense, commence such action as Landlord may specify to remove all such Hazardous Material from the Leased Premises and will diligently pursue such action to completion. Tenant shall insure that such work is performed in accordance with all applicable, laws, ordinances and regulations governing such work. If Tenant fails to undertake the work, Landlord may at its option give notice to Tenant that Landlord will (a) undertake such work, in which event Tenant shall

reimburse Landlord for all costs and expenses, including the fees of attorneys, engineers and other consultants, that Landlord incurs in such work, or (b) terminate this Lease, without prejudice to any claim for damages resulting from Tenant's breach. Landlord will not be obligated to exercise either of the remedies specified in the preceding sentence, and the remedies provided in this Section are not exclusive of, nor will they preclude, any claim for damages or any other remedy that may be available under this Lease or by law.

22. Indoor Air Quality. Landlord may impose restrictions relating to Tenant's activities, operations, equipment and materials to the extent they may generate unacceptable levels of indoor air contaminants in the Building, Building systems or Building components. Tenant shall not use, store, install or handle (or permit use, storage, installation or handling) of any chemicals, materials or other potential pollution sources in the Building without first obtaining the written consent of Landlord. If Landlord provides consent, Tenant shall not use, store, install or handle any such items at levels that exceed those established by OSHA, the Environmental Protection Agency, or other local, state or federal laws or regulations or industry standards. Tenant shall not modify or alter any ventilation equipment in the Building nor do anything that might adversely impact the indoor air quality of the Building. Tenant will immediately notify Landlord of any complaints that might typically be associated with indoor air quality, such as complaints of chronic eye, nose and throat irritation, respiratory problems, acquired allergies or chemical sensitivities, unusually high rates of occupant absenteeism or unusually low rates of employee productivity. Landlord may, as it considers appropriate, conduct investigations and monitor indoor air quality. Tenant shall remedy, to the satisfaction of Landlord, any problems in the Building relating to indoor air quality caused by Tenant that Landlord discovers or identifies. Tenant shall indemnify and hold Landlord, Deaconess Hospital, Landlord's Property Manager, and their respective directors, trustees, officers, employees and agents, harmless from and against any and all claims, actions, damages, liabilities and expenses arising from Tenant's violation of this Section. Landlord makes no express warranties to Tenant and disclaims any implied warranties relating to the indoor air quality in the Building and environmental condition of the Building.

23. Responsibility for Compliance with ADA. Tenant shall, at its sole expense, comply with all provisions and directives relating to the use, occupancy or manner of use of the Leased Premises by Tenant under the Americans With Disabilities Act (the "ADA"). In the event access to or any portion of the interior of the Leased Premises violates or, in the judgment of Landlord, may violate the ADA, Tenant shall take such steps as may be necessary to bring the Leased Premises in compliance with ADA. Prior to making any improvements to the Leased Premises to conform to the requirements of ADA, Tenant shall first submit to Landlord detailed plans and specifications with respect to any such improvements, which Landlord shall have the right to review, approve or disapprove. If Landlord disapproves or objects to any part of the plans and specifications, Landlord shall give Tenant a reasonably detailed written description of the reasons for disapproval, and Tenant shall revise the plans and specifications to satisfy any objections of Landlord. After Landlord has approved the plans and specifications, Tenant shall promptly make the improvements as provided in the plans and specifications. Tenant shall indemnify and hold Landlord, Landlord's Property Manager, and their respective directors, trustees, officers, employees and agents, harmless from and against any and all claims, actions, damages, liabilities and expenses arising from any violation of the ADA, including any fines or

penalties that may be assessed against Landlord due to the fact that the Leased Premises are not in compliance with the ADA.

24. Compliance and Notifications. Tenant represents and warrants to Landlord, and covenants with Landlord that Tenant will at Tenant's expense: (a) comply with all laws, rules and regulations of governmental agencies and regulatory authorities in the conduct of Tenant's business, use of the Leased Premises, and use of any equipment, appliances and property at the Leased Premises; (b) comply with specifications of manufacturers regarding the installation, maintenance and use of equipment at the Leased Premises; (c) comply with all laws, rules, regulations, requirements and guidelines of governmental agencies and regulatory authorities in all matters pertaining to waste water and disposal of waste water; (d) provide Landlord copies of all licenses, permits, certificates and certifications applicable to any laboratory maintained in or on the Leased Premises, including any renewals or extensions; (e) upon request, provide Landlord a complete list of inventories of hazardous materials maintained in or on the Leased Premises for use in any laboratory or otherwise and regularly update such list; (f) ensure that Tenant's employees are properly trained in matters relating to safety in the use of equipment and performance of any functions which may involve the use of hazardous materials; and (g) comply with record-keeping and reporting requirements of governmental agencies and regulatory authorities with respect to use, storage, maintenance, transport, delivery and disposal of hazardous materials. Additionally, Tenant shall immediately notify Landlord of (i) any serious health or safety hazard at the Leased Premises, or the Building; (j) any action by any governmental agency, regulatory authority, licensing body, certification body or other organization revoking, suspending, denying, limiting, restricting or otherwise adversely affecting the ability of Tenant to conduct its business; (k) any nuisance created by any other Tenant, Building occupant, visitor or other person at the Building; (l) violations of Building rules by other Tenants, occupants or visitors; and (m) noncompliance of legal requirements applicable to the use and occupancy of the Building by other Tenants, Building occupants, visitors and others.

25. Security Deposit. Tenant shall place the Security Deposit with Landlord upon Tenant's execution of this Lease. Landlord will hold the Security Deposit during the Term without liability for interest and as security for Tenant's performance of all of its obligations under this Lease. Tenant agrees that the Security Deposit is not an advance payment of Rent or a measure of Landlord's damages for any default by Tenant. Landlord may commingle the Security Deposit with Landlord's other funds and may, periodically, without prejudice to any other remedy, use the Security Deposit to satisfy any obligation of Tenant under this Lease. Following any such application of the Security Deposit, Tenant will pay Landlord on demand the amount so applied and restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, Landlord will return the balance of the Security Deposit remaining after any such application. If Landlord transfers Landlord's interest in the Leased Premises during the Lease Term, Landlord will assign the Security Deposit to the transferee and will then have no further liability with respect to the Security Deposit.

26. Abandoned Property. Landlord may treat all personal property that Tenant does not remove from the Leased Premises within five (5) days after the expiration or termination of this Lease as abandoned property. Landlord may keep it or, at the expense of Tenant, dispose of it in

any manner and for such consideration as Landlord, in Landlord's sole discretion, considers appropriate.

27. Default. Each of the following events are events of default ("Default") by Tenant under this Lease: (a) Tenant fails to pay any Rent or other amount payable by Tenant under this Lease when due, and such failure continues for ten (10) days after Landlord gives Tenant written notice of such default; (b) Tenant fails to comply with any provision of this Lease or the Building Rules, other than the payment of Rent, and such failure continues for thirty (30) days after Landlord gives Tenant written notice of such default; (c) Tenant or any Guarantor files proceedings (or proceedings are filed against Tenant or Guarantor) under the federal bankruptcy act or any similar law; (d) Tenant or any Guarantor is adjudicated as bankrupt or insolvent in proceedings filed under the federal bankruptcy act or any similar law; (e) Tenant or any Guarantor becomes insolvent, or makes a transfer in fraud of creditors or an assignment for the benefit of creditors; or (f) a receiver or trustee is appointed for Tenant or any Guarantor or any of their assets.

28. Remedies. On the occurrence of any Default, Landlord will have the option to do the following, without any notice or demand, in addition to and not in limitation of any other remedy available to Landlord under this Lease or by law:

28.1 Termination. Landlord may terminate this Lease, in which event Tenant will immediately surrender possession of the Leased Premises to Landlord. If Landlord terminates this Lease as a result of Tenant's default, the remaining balance of the total Rent for the Lease Term will be immediately due and payable by Tenant. If Tenant does not surrender possession, Landlord may enter and take possession of the Leased Premises and remove Tenant and Tenant's property without being subject to any claim for damages for such action without prejudice to any remedies which the Landlord may have to collect the remaining balance of the total Rent for the Lease Term. Additionally, Tenant shall pay Landlord all expenses occasioned by Tenant's default, including court costs, reasonable attorneys' fees, the costs of taking possession of and repairing any damage to the Leased Premises, all other damages caused by or resulting from Tenant's default and all related or incidental costs. Landlord shall have a valid and first priority lien on all of Tenant's personal property located at the Leased Premises as security for the payment of Rent and other obligations under this Lease. Tenant agrees not to remove from the Leased Premises any of its equipment, books of account, personal property or fixtures until Tenant has fully and finally paid and settled with Landlord all amounts that Tenant may owe under this Lease.

28.2 Reletting. If Landlord does not terminate this Lease, Landlord may at its option reenter the Leased Premises and remove any personal property of Tenant (forcibly, if necessary, without being guilty of or liable for trespass), and relet the Leased Premises for the benefit of Tenant. In such event, Tenant shall pay Landlord all costs that Landlord incurs in such action, including the costs of taking possession of and repairing the Leased Premises, the cost of preparing the Leased Premises for reletting, attorneys' fees, brokerage commissions, and all other damages caused by Tenant's default. Additionally, in such event Tenant shall remain obligated to Landlord for the difference between the rent Landlord to be charged in any reletting and the Rent for which Tenant is obligated under this Lease. Landlord shall have no duty to relet the Leased Premises. If Landlord does not relet the Leased Premises, Tenant will nevertheless remain liable for Rent and damages and will not be release from liability for its obligations under this Lease. If

Landlord relets the Leased Premises at a rental rate that is higher than the Rent under this Lease, Landlord shall be entitled to retain the excess rent payable under the new lease.

28.3 Election not to Relet. If Landlord elects not to terminate this Lease and does not relet the Leased Premises for the benefit of Tenant, Tenant shall remain obligated to Landlord for all Rent for which it is obligated under this Lease for the remainder of the Term, plus all damages caused by Tenant's default.

28.4 Option to Perform. Landlord may, without prejudice to any other remedies available to Landlord, perform or arrange for performance of any obligations that Tenant did not perform or satisfy under this Lease. Landlord may enter the Leased Premises to accomplish such purpose. Tenant agrees to reimburse Landlord on demand the full amount of any expenses that Landlord incurs in such matters. Landlord will not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.

29. Waiver of Default. Any action by Landlord during the Term will not be considered an acceptance of an attempted surrender of the Leased Premises, and any agreement to accept a surrender of the Leased Premises will not be valid unless it is in writing and signed by Landlord. Any reentry or taking possession of the Leased Premises by Landlord will not be considered an election by Landlord to terminate this Lease, unless Landlord gives a written notice of termination to Tenant. Landlord will not be deemed to have waived any right to enforce the Building Rules against Tenant or any other tenant in the Building by any failure to enforce them on one or more occasions.

30. Attorneys' Fees. In any legal action or proceeding by one party against the other to enforce this Lease, the prevailing party may recover reasonable attorney's fees and other expenses incurred by such party.

31. Mechanic's and Materialmen's Liens. If any mechanic's or materialmen's lien is filed against the Leased Premises or the Building because of any work, labor, services, materials, or equipment furnished to or for Tenant, Tenant shall take all action necessary to fully satisfy the lien by bond or otherwise within thirty (30) days after receiving notice of filing the lien. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or the request of Landlord, express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any improvement, alteration or repair of the Leased Premises, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that might give rise to the filing of any lien against the Leased Premises or the Building.

32. Landlord's Transfer. If Landlord transfers Landlord's interest in the Building, Landlord will be released from any further obligations accruing under this Lease from and after the transfer, including any claims with respect to any Security Deposit delivered to such transferee. Also in such event, Tenant agrees to attorn to and look solely to the transferee for the performance of such obligations. The agreement of Tenant to attorn to the transferee of Landlord will survive any termination of rights of Landlord in the Building, and Tenant agrees to execute and deliver to

the transferee within ten (10) days after any written request all documents and instruments that Landlord may require to confirm such attornment.

33. Subordination.

33.1 Mortgages and Encumbrances. Subject to the conditions set forth in this Section, this Lease and all rights of Tenant under this Lease shall, at the option of Landlord, be subject and subordinate to any mortgage or other Encumbrance that may now or in the future affect the Building, the Real Estate or any other property associated with the Real Estate. Tenant agrees to execute and deliver to Landlord within ten (10) days after any written request by Landlord any and all instruments that Landlord may require to confirm such subordination. As express conditions to subordinating this Lease to any such mortgage or other Encumbrance, Landlord's Financing Lender must provide Tenant with a written agreement to the effect that so long as a Default by Tenant has not occurred and is continuing under this Lease, then: (a) Tenant shall not be named as a party defendant or otherwise joined in any foreclosure action or other proceeding which may be taken or instituted by the then holder of the mortgage or other Encumbrance by reason of a default under such mortgage or other Encumbrance; and (b) this Lease shall not be terminated, nor shall Tenant's use, possession or enjoyment of the Leased Premises be interfered with, nor shall any of Tenant's rights under this Lease be affected in any other manner by reason of a default under such mortgage or other Encumbrance or by reason of any foreclosure proceeding or other action instituted as a result of such default.

34. Estoppel Certificate or Three-Party Agreement. Upon request, Tenant will execute and deliver to Landlord and Landlord's Financing Lender a tenant's acceptance letter in the form prescribed by Landlord. At Landlord's request, Tenant will execute any other estoppel certificate addressed to Landlord and any mortgagee or any three-party agreement among Landlord, Tenant and Landlord's Financing Lender certifying to such facts (if true) and agreeing to such notice provisions and other matters as Landlord and Landlord's Financing Lender may reasonably require. Such agreement may contain, without limitation, an agreement by Tenant with Landlord's Financing Lender that Tenant will not pay any Rent more than thirty (30) days in advance of its due date, surrender possession of the Leased Premises, or consent to the modification or termination of this Lease by Landlord. Tenant agrees that if Landlord defaults under this Lease, Tenant will not take any action to terminate this Lease or pursue any other remedies that may be available to Tenant without first providing to each mortgagee known to Tenant notice of the default and providing them a reasonable time of not less than thirty (30) days in which to remedy the default.

35. Building Name. Landlord reserves the right at any time to name the Building and to change the Building name without any liability or obligation to Tenant. Tenant shall not use the name of the Building as part of Tenant's business or trade name.

36. Brokerage. Tenant warrants that Tenant has not had any dealings with any broker in connection with the execution of this Lease. Tenant agrees to indemnify and hold Landlord harmless from all claims for commissions or other compensation asserted by any person employed or retained by Tenant with respect to this Lease.

37. Transfer of Landlord's Interest. Landlord may freely transfer and/or mortgage its interest in the Leased Premises and under this Lease from time to time and at any time, provided that any such transfer or mortgage is expressly made subject to the terms, provisions, and conditions of this Lease, and the transferee or mortgagee agrees to be bound by the provisions hereof (in the case of a mortgagee, such agreement being contingent upon the mortgagee actually succeeding to the Landlord's interest in the Leased Premises and hereunder by virtue of a foreclosure or conveyance in lieu thereof).

38. Landlord's Liability. Notwithstanding any other provision in this Lease, the obligations of Landlord under this Lease shall be binding and enforceable only out of Landlord's interest in the Building and not upon or out of any other assets of Landlord.

39. Recording. The parties will not record this Lease. Upon request by either party, both parties shall execute a memorandum of lease that may be recorded in the office of the County Clerk of Oklahoma County.

40. Notices. All notices or other communications required under this Lease shall be in writing and shall be deemed duly given and received when delivered in person (with receipt therefor), on the next business day after deposit with a recognized overnight delivery service, or on the second day after being sent by certified or registered mail, return receipt requested, postage prepaid, to the following addresses: (a) if to Landlord, at the Landlord's Notice Address specified in Section 1.1, with a copy to: Calvert Law Firm, 1041 NW Grand Boulevard, Oklahoma City, Oklahoma 73118, Attention: Monica J. Hoenshell, and a copy to: Midtown and (b) if to Tenant, at the Tenant's Notice Address specified in Section 1.1. Either party may change its address for the giving of notices by notice given in accordance with this Section. If Landlord or Landlord's Financing Lender notifies Tenant that a copy of any notice to Landlord shall be sent to such holder at a specified address, then Tenant shall send (in the manner specified in this Section and at the same time such notice is sent to Landlord) a copy of each such notice to Landlord's Financing Lender, and no such notice shall be considered duly sent unless such copy is so sent to Landlord's Financing Lender. Any cure of Landlord's default by such holder shall be treated as performance by Landlord.

41. Control in Crisis. If an event occurs that has or, in the judgment of Landlord, may cause harm or injury to Building occupants, visitors or guests or adversely affect the image or reputation of Landlord or the Building (including such matters as sanitary or health problems, natural disasters, violent crimes, etc.) (collectively, "Crisis Situations"), Tenant shall immediately notify Landlord or the Landlord's property manager by telephone. Tenant and its employees and agents shall refrain from making any external announcements (including communications with the news media) regarding the Crisis Situation. To the extent Landlord considers appropriate, Landlord may control the manner in which the Crisis Situation is handled, which may include conducting all communications with the news media, providing or arranging care or assistance for injured persons, restricting access to certain areas of the Building, and suspending specified operations. Tenant shall cooperate fully with Landlord in such efforts and activities and will be bound by all reasonable Crisis Situation and disaster plan procedures and policies that Landlord or the Landlord's property manager may establish.

42. Landlord's Joinder. Landlord agrees to join with Tenant in the execution of such applications for permits and licenses from any Governmental Authority as may be reasonably necessary or appropriate to effectuate the intents and purposes of this Lease, provided that Landlord shall not incur any liability or become liable for any obligation as a result thereof.

43. No Third Parties Benefitted. Except as herein specifically and expressly otherwise provided with regard to notices and opportunities to cure defaults and certain enumerated rights granted to Permitted Mortgagees, the terms and provisions of this Lease are for the sole benefit of Landlord and Tenant, and no third party whatsoever, is intended to benefit herefrom.

44. Relation of Parties. It is the intention of Landlord and Tenant to hereby create the relationship of landlord and tenant, and no other relationship whatsoever is hereby created. Nothing in this Lease shall be construed to make Landlord and Tenant partners or joint venturers or to render either party hereto liable for any obligation of the other.

45. Governing Law. This Lease shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

46. Compliance with Law. If Landlord develops a good faith concern that any provision of this Lease or any activity may violate any federal or state law or may jeopardize or adversely affect the Landlord, Landlord shall promptly notify Tenant of such concern and the reasons for it. If Landlord and Tenant cannot resolve the matter and reach an agreement that is satisfactory to both of them within thirty (30) days after Landlord so notifies Tenant, then Landlord may terminate this Lease upon notice to Tenant. If any provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

47. Joint and Several Liability. If Tenant is more than one person, Tenant's obligations under this Lease are joint and several. If there is a Guarantor, Tenant's obligations under this Lease are joint and several obligations of Tenant and Guarantor, and the release, forbearance or discharge of any Guarantor will not relieve Tenant from the performance of Tenant's obligations under this Lease.

48. Force Majeure. As used herein "Force Majeure" means the occurrence of any event whereby Landlord or Tenant shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, failure or refusal of governmental authorities or agencies to timely issue permits or approvals or conduct reviews or inspections, civil disorder, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted). If Tenant or Landlord shall be delayed, hindered, or prevented from performance of any of its obligations by reason of Force Majeure, the time for performance of such obligation shall be extended for the period of such delay.

49. Provisions Surviving Termination. Notwithstanding the expiration of the Term or termination of this Lease, the provisions of this Lease relating to the following shall survive and continue in effect: (a) any agreement or obligation of Tenant to attorn to the transferee of Landlord, (b) any indemnification by Tenant in favor of Landlord, Landlord's Property Manager, and their respective directors, trustees, officers, employees and agents, (c) arbitration of disputes, (d) remedies available to the parties, including the remedies available to Landlord relating to Tenant's use or storage of Hazardous Materials or relating to indoor air quality in the Building and remedies available to Landlord in the event of Tenant's default or violation of such provisions, and (e) any other provision which, by its nature, involves an obligation extending beyond the expiration of the Term or termination of this Lease.

50. Representations. Tenant represents as follows to Landlord that: (a) Tenant has full right, power and authority to enter into and perform this Lease; (b) all corporate and other actions required to be taken by Tenant in order to enter into and perform Tenant's obligations under this Lease have been duly and validly taken; and (c) this Lease is and will constitute the valid and legally binding obligation of Tenant, and is and will be enforceable against Tenant in accordance with its terms.

51. Binding Effect. This Lease will be binding upon, and inure to the benefit of, Landlord and Tenant and their respective personal representatives, successors and permitted assigns.

52. Time of the Essence. Time is of the essence with respect to the performance by the parties of their respective obligations under this Lease. If the time for performance of any obligation falls on a Saturday, Sunday, or legal holiday, the time shall be extended to the next business day.

53. Non-Waiver. No waiver by either party of any breach or default of any term, condition, or provision hereof, including without limitation the acceptance by Landlord of any Rent at any time or in any manner other than as herein provided, shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character, or description under any circumstance. No waiver of any breach or default of any term, condition, or provision hereof shall be implied from any action of any party, and any such waiver, to be effective, shall be set out in a written instrument signed by the waiving party.

54. Remedies Cumulative. The various rights, powers elections and remedies of the parties are cumulative, and not one of them is exclusive of the others or exclusive of any right or remedy permitted by law.

55. Counterparts. Landlord and Tenant may execute one or more counterpart copies of this Lease. Any counterparts so executed shall constitute one and the same agreement.

56. Entire Agreement. This Lease constitutes the entire understanding and agreement of Landlord and Tenant with respect to the lease of the Leased Premises. Tenant acknowledges that there are no representations, understandings, stipulations, or other agreements relating to the Leased

Premises that are not included in this Lease. The parties may not modify, amend, waive any provision of, or extend this Lease, except by a written agreement signed by Landlord and Tenant.

57. Effectiveness of Lease. The submission of this Lease by Landlord or Landlord's Property Manager or agents does not constitute an offer to enter into this Lease by Landlord. Landlord's execution of this Lease depends upon a number of matters, which may include, among other matters, approval of financial information submitted by Tenant and any Guarantor, approval of Tenant's design and blueprints relating to construction/renovation work on the Leased Premises, availability of space in the Building, Tenant's proposed use of the Leased Premises, requests by others for space in the Building and other factors. Accordingly, this Lease will not be effective, valid or enforceable against Landlord, nor shall it constitute a binding agreement and obligation on the part of Landlord, until both Landlord and Tenant have executed it.

LANDLORD:

Midtown REHCO, LLC

By: Midtown HC, LLC, Sole Member

By _____

Name: Robert Howard II

Title: Managing Member

TENANT:

By _____

Name: _____

Title: _____

EXHIBITS AND ATTACHMENTS

| | |
|------------|----------------------------|
| Attachment | Lease Guaranty |
| Exhibit A | Legal Description |
| Exhibit B | Outline of Leased Premises |
| Exhibit C | Building Rules |

LEASE GUARANTY

The undersigned, _____ (“Guarantor”), hereby requests MIDTOWN REHCO, LLC, an Oklahoma limited liability company (“Landlord”) to enter into that certain Lease Agreement of even date herewith (“Lease”) between Landlord and _____ (“Tenant”), and as an inducement to Landlord to do so, and as an additional consideration therefore, Guarantor hereby (a) guarantees unconditionally to Landlord the full, faithful and punctual performance, fulfillment and observance of all of the obligations and liabilities of Tenant under said Lease (“Tenant Obligations”) throughout the Initial Term, as defined therein, and any renewal terms including the payment of all amounts that may be or become payable by Tenant to or for the benefit of Landlord under the Lease; (b) subject to the other terms and provisions of this Guaranty, waives notice of and consents to any and all amendments, extensions and renewals of said Lease, any and all assignments, subleases and other action that may be permitted thereunder by Tenant or Landlord, any and all other amendments, extensions, and renewals, any and all other advances, extensions, settlements, compromises, favors and indulgences, any and all other receipts, substitutions, additions and releases of persons primarily or secondarily liable, any and all acceptances by Landlord of negotiable instruments, commercial paper and other property, and agrees that none of the foregoing, should there be any, shall discharge or affect in any way the liability of Guarantor hereunder; (c) agrees that all rights and remedies of Landlord under said Lease and hereunder shall survive and not be affected by any such discharge, moratorium or other relief granted any person primarily or secondarily liable in any proceeding under federal or state law relating to bankruptcy, insolvency or the relief or rehabilitation of debtors, or any disaffirmance or rejection of the Lease in such proceedings, and any consent by Landlord to, or participation by Landlord in the proceeds of, any assignment, trust or mortgage for the benefit of creditors, or any composition or arrangement of debts, may be made without Guarantor being discharged or affected in any way thereby; (d) waives any right to require marshaling or exhaustion of any right or remedy against any person, collateral or other property; (e) subject to the other terms and provisions of this Guaranty, waives presentment, demand, protest and notice of default, nonpayment and protest and all demands, notices and suretyship defenses generally; and (f) agrees that upon the existence and continuance of a event of default under the Lease, Landlord may have and maintain an action upon this Guaranty against Guarantor and in like manner may have and maintain successive actions upon this Guaranty for each and every other such continuing event of default; Guarantor expressly agreeing hereby that its obligation hereunder shall not be exhausted by any such action or by any number of such successive actions until and unless each of the Tenant Obligations shall have been fully performed.

This Guaranty shall be absolute and continuing. Landlord shall not be required to pursue any remedies that it may have against Tenant or pursue any security or other parties as a condition to the enforcement of this Guaranty. Guarantor hereby waives the right to require Landlord to proceed against Tenant, to proceed against any other guarantor, to exercise any right or remedy under the Lease or to pursue any other remedy or to enforce any other right. This Guaranty shall not be released, modified or affected by failure or delay on the part of Landlord to enforce any of the rights or remedies of Landlord under the Lease, whether pursuant to the terms thereof or at law or in equity, or by any release of any person liable under the terms of the Lease (including, without limitation, Tenant). It is understood and agreed that Guarantor may be joined in any action against Tenant and that recovery may be had against Guarantor in such action, or in any independent action against Guarantor. This Guaranty shall not in any way be affected or

impaired by reason of Landlord asserting against Tenant any rights or remedies reserved to Landlord pursuant to the Lease, or available at law or in equity, including any termination of the Lease or re-entry into the Leased Premises. Guarantor's liability under this Guaranty shall continue until all rents due under the Lease have been paid in full in cash and until all other Tenant Obligations have been satisfied. If at any time payment of any of the Tenant Obligations under the Lease is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Tenant, the obligations of the Guarantor with respect to such payment shall be reinstated at such time as though such payment had not been made.

Until all Tenant Obligations under the Lease are fully paid and satisfied, Guarantor (a) shall have no right of subrogation against Tenant by reason of Guarantor's performance under this Guaranty or monies or obligations owed by Tenant to Guarantor; (b) waives any right to enforce any remedy which Guarantor now has or may hereafter have against Tenant by reason of Guarantor's performance under this Guaranty and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by or owed to Guarantor to the Tenant Obligations. Without limiting the generality of the foregoing, Guarantor further agrees that, to the extent the waiver of Guarantor's rights of subrogation and contribution as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation Guarantor may have against Tenant shall be junior and subordinate to any rights Landlord may have against Tenant, and any rights of contribution Guarantor may have against any other guarantor shall be junior and subordinate to any rights Landlord may have against such other guarantor.

This Guaranty and the obligations of the Guarantor under this Guaranty shall not be modified, discharged, waived or terminated except by an agreement in writing signed by Guarantor and Landlord. This Guaranty shall be governed by and construed in accordance with Oklahoma law. If this Guaranty is enforced by suit or otherwise, Guarantor shall reimburse Landlord, upon demand, for all reasonable expenses incurred in connection therewith, including reasonable attorney's fees.

This Guaranty shall bind Guarantor and the successors and assigns of Guarantor. This Guaranty may be freely assigned, transferred or hypothecated by Landlord and shall run in favor and inure to the benefit of Landlord, its successors and assigns, and each subsequent holder of Landlord's interest under the Lease. References to the term "Tenant" shall be deemed to include Tenant's successors and assigns.

Notice, demand, or communication required, permitted, or desired to be given to Guarantor hereunder shall be in writing and shall be deemed duly given and received (i) when delivered in person (with receipt therefore), (ii) on the next business day after deposit with a recognized overnight delivery service, (ii) on the second day after being sent by certified or registered mail, return receipt requested, postage paid, or (iii) when sent via telecopier and followed by one of the foregoing methods, to the following addresses:

Guarantor: _____

Guarantor may change its address by giving written notice to Landlord in accordance with this provision. Guarantor shall have the right to give written notice to Landlord in accordance with the Lease if at any time subsequent to the execution of this Guaranty, the then current Tenant under the Lease is not a subsidiary or affiliate of Guarantor. By its acceptance of this Guaranty, Landlord thereafter agrees to give written notice to Guarantor of any event, which, with the giving of notice or the passage of time, or both, would constitute an event of default under the Lease, and Guarantor shall have the same grace period afforded to the Tenant under the Lease in which to cure the default in question.

Guarantor represents and warrants that it had the legal right and capacity to execute this Guaranty, and each person executing this Guaranty on behalf of Guarantor covenants and warrants that he is duly authorized by the board of directors of Guarantor to execute and deliver this Guaranty on behalf of the Guarantor.

Dated: _____, 20__

GUARANTOR:

EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

EXHIBIT B
OUTLINE OF LEASED PREMISES

EXHIBIT C
BUILDING RULES

(1) Common Areas. Tenant shall not use the Common Areas to canvass, solicit business or information from, or distribute any article or material to, other tenants, occupants or invitees of the Center. Utility closets and other such areas shall be used only for the purposes and in the manner designated by Landlord, and may not be used by Tenant, or its contractors, agents, employees, or other parties without Landlord's prior written consent.

(2) Trash and Pest Control. All garbage, refuse, trash and other waste shall be kept in the kind of container, placed in the areas, and prepared for collection in the manner and at the times and places specified by Landlord. If Landlord designates a service to pick up such items, Tenant shall also use the same at Tenant's cost. Tenant shall use, at Tenant's cost, such pest and rodent extermination contractor as Landlord may direct and at such intervals as Landlord may require.

(3) Signs. Tenant shall not place any sign or other thing of any kind outside the Leased Premises (including without limitation, exterior walls and roof) without Landlord's prior written consent. All Tenant's signs shall be professionally designed, prepared and installed and in good taste so as not to detract from the general appearance of the Leased Premises or the Center. Landlord will fully cooperate with Tenant in filing any required signage application, permit and/or variance for said signage or with respect to the Leased Premises generally. Tenant agrees that its signage must comply with legal requirements applicable to the use and occupancy of the Building. It is mutually understood and agreed that Tenant shall have all of its neon tubing and/or outside signs burning on the exterior of the front of the Leased Premises at all hours from sunset until 10:00 p.m. of each day of each month during the Term.

(4) Display of Merchandise. Tenant shall not place or maintain any permanent or temporary fixture or item or display any merchandise outside the Leased Premises.

(5) Employee Parking. Tenant shall not allow its employees to park their cars on the streets adjacent to the Center or in the space provided for public use, but shall have them use such space as the Landlord shall designate from time to time as free parking space for use of tenants and employees.

(6) Plumbing Equipment. The toilet rooms, urinals, wash bowls, drains and sewers and other plumbing fixtures, equipment and lines shall not be misused or used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein.

(7) Locks and Keys. Upon termination of the Lease or Tenant's right to possession, Tenant shall: (i) return to Landlord all keys, parking stickers or cards, and in the event of loss of any such items shall pay Landlord therefor, and (ii) advise Landlord as to the combination of any vaults or locks that Landlord permits to remain in the Leased Premises.

(8) Going-Out-Of-Business Sales and Auctions. Tenant shall not use, or permit any other party to use, the Leased Premises for any distress, fire, bankruptcy, closeout, "lost our

lease” or going-out-of-business sale or auction. Tenant shall not display any signs advertising the foregoing anywhere in or about the Leased Premises. This prohibition shall also apply to Tenant’s creditors.

(9) Additional Rules. Landlord reserves the right to make such additional rules and regulations as Landlord may consider necessary or appropriate for the protection, safety, health, welfare, peace, harmony, care and convenience of Tenants, Building occupants and visitors, and others; future reputation of and for the preservation of good order on the Building; for the maintenance, care and protection of property and facilities; and for the distribution of services