

EXHIBIT "E"

DA 1/3/2000
MELW.

PARKING RIGHTS

1. Parking Rights [Check appropriate paragraph]:

- ☒ Tenant shall have the right, in common with all other tenants of the Building, to use the surface parking lot which is part of the Building.
- ☐ Landlord agrees to provide, and Tenant agrees to rent, throughout the Term, _____ reserved spaces and _____ spaces for the parking of automobiles in the parking garage located at _____ as set forth in this Exhibit. Tenant shall rent all such spaces unless and until Tenant gives at least sixty (60) days' prior written notice to Landlord that Tenant desires to take fewer spaces. Landlord shall be under no obligation to later make available to Tenant any spaces relinquished by Tenant.

2. Rent. During the initial Term Tenant shall pay to Landlord or the operator of the garage, whichever Landlord may from time to time specify, monthly in advance, the amount(s) set forth in the Basic Lease Provisions for each space leased pursuant to this Exhibit, subject to change by Landlord or the operator of the garage. Upon notice of any such change during the Term, Tenant shall pay the amount charged from time-to-time by Landlord or the operator of the garage for each such space. Tenant shall be obligated to pay, in addition to the aforesaid monthly amounts, all sales taxes and other charges levied with respect to same. All amounts payable pursuant to this Exhibit shall be considered Rent under the Lease.

3. Compliance With Rules. Tenant and Tenant's customers, employees, agents, visitors and invitees shall comply with all traffic, security, safety and other rules and regulations promulgated from time to time by Landlord and/or the operator of the garage, if any.

4. Indemnity. Tenant shall indemnify and hold harmless Landlord, the operator of the garage, if any, and the owner of the garage, if applicable, from and against all claims, losses, damages, costs and expenses (including, but not limited to, attorneys' fees and court costs) arising or alleged to arise out of Tenant's use of any such parking spaces, regardless of cause or origin, including, without limitation, the negligence of Landlord, the operator of the garage or the owner of the garage.

5. Controlling Agreement. All rights and obligations of Tenant and Landlord under this Exhibit shall be upon and subject to all of the provisions of the Lease.

OFFICE LEASE

by and between

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK,

Landlord,

and

FLEMING COMPANIES, INC.,

Tenant

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OFFICE LEASE

THIS LEASE is entered into by and between Landlord and Tenant effective as of this 5th day of April, 1994.

SECTION I. TERMS AND DEFINITIONS

The following terms as used herein shall have the meanings as set forth below:

- A. "Landlord" means The Mutual Life Insurance Company of New York and its successors and assigns.
- B. "Tenant" means Fleming Companies, Inc..
- C. "Building" means the building in which the Premises are located, which Building has approximately 67,547 net rentable square feet and is located at 3524 N.W. 56th Street in the City of Oklahoma City, Oklahoma.
- D. "Project" means the building and the appurtenant land located in the City of Oklahoma City, Oklahoma, in which Project the Building is located as shown on the site plan attached hereto as Exhibit A.
- E. "Premises" means suite(s) 300 located on the third floor of the Building and consisting of approximately Twenty Two Thousand Seven Hundred Forty Four (22,744) net rentable square feet, as more particularly shown on Exhibit B attached hereto and incorporated herein by this reference.
- F. "Term" means Forty (40) months.
- G. "Lease Commencement Date" means May 20, 1994; provided, however, that if the Lease Commencement Date stated in this subsection is extended pursuant to Section III. C. below, Landlord and Tenant shall execute and attach hereto as a new Exhibit F, an Amendment of Lease Commencement Date, in form of that attached hereto as Exhibit F, which shall specify such amended Lease Commencement Date and, an amended Expiration Date.
- H. "Expiration Date" means September 19, 1997 unless amended as provided in an Amendment of Lease Commencement Date executed as provided above.
- I. "Monthly Rental" means the amounts specified in Section IV below and in the Rent Schedule attached hereto as Exhibit D and incorporated herein.
- J. "Base Operating Expense" means during the initial Term and any Renewal Terms the amount of actual 1994 Common Operating Costs (as defined in Section V below) grossed up to 95% occupancy in the same manner as provided in Section V, A (4) of this lease which shall be paid by Landlord and not Tenant.
- K. "Security Deposit" means zero Dollars (\$-0-).
- L. "Permitted Use" means general office use only.
- M. "Broker" means CB Commercial Real Estate Group, Inc., Gerald Gamble and Company and ARES, Inc.
- N. "Landlord's Address for Notice" means ARES, Inc., 312 Quadrum Drive, Oklahoma City, Oklahoma 73108, With a copy to: The Mutual Life Insurance Company of New York, 7600 East Eastman Avenue, Suite 300, Denver, Colorado 80231.
- O. "Tenant's Address for Notice" means Fleming Companies, Inc., 6301 Waterford Boulevard, Oklahoma City, Oklahoma 73118 Attn: David Levine

Mel Wilming

P. "Tenant's Proportionate Share" for Tenant's reimbursement of Common Operating Costs and other expenses to be pro-rated hereunder means 33.67% which is the quotient obtained by dividing the total number of square feet of net rentable floor area in the Building into the total number of square feet of net rentable floor area within the Premises.

Q. "Tenant's Parking Spaces" means 118 uncovered, nonexclusive, surface spaces and two (2) uncovered reserved surface spaces near the main entrance as designated on Exhibit A.

SECTION II. PROPERTY LEASED

A. Premises

Upon and subject to the terms, covenants and conditions hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises.

B. Common Areas

Subject to the terms, covenants and conditions of this Lease, Tenant shall have the right, for the benefit of Tenant and its employees, suppliers, shippers, customers and invitees, to the non-exclusive use of all of the Common Areas as hereinafter defined.

C. Minor Variations In Area

The area of the Premises contained in Section I. is agreed to be the area of the Premises regardless of minor variations resulting from construction of the Building and/or tenant improvements.

D. Substitution of Space

(This paragraph deleted on purpose.)

SECTION III. COMMENCEMENT OF TERM AND POSSESSION OF PREMISES

A. Lease Commencement Date

The Term of the Lease shall commence on the Lease Commencement Date (as extended only pursuant to Section III. C. below, if applicable), and shall continue, subject to earlier termination as provided herein, until the Expiration Date (as extended only pursuant to Subsection C. below).

B. Completion of Tenant Improvements and Possession of Premises

Upon execution of this Lease by the parties, Landlord shall proceed to complete the tenant improvements in the Premises described as "Landlord's Work" in the "Construction Work Letter" attached hereto and incorporated herein as Exhibit C. At the time such work has been substantially completed in accordance with the Construction Work Letter ("Substantial Completion"), Landlord shall notify Tenant thereof and Tenant shall take possession of the Premises on the Lease Commencement Date. In the event permission is given to Tenant to enter or occupy all or a portion of the Premises prior to the Lease Commencement Date, such occupancy shall be subject to all of the terms and conditions of this Lease other than the payment of rent. All tenant improvements constructed in the Premises, whether by Landlord or by (or on behalf of) Tenant and whether at Landlord's or Tenant's expense, shall become part of the Premises and shall be and remain the property of Landlord unless Landlord specifically agrees otherwise in writing.

C. Extension of Lease Commencement Date

If the Premises are not ready for occupancy by Tenant on the original Lease Commencement Date specified in Section I. due to one or more delays caused by Landlord or caused by matters beyond the control of Landlord, this Lease and the obligations of Landlord and Tenant hereunder shall nevertheless continue in full force and effect. However, in such event Landlord and Tenant shall agree on an amendment of the original Lease Commencement Date to reflect such delay or delays and shall, in each instance, execute and attach hereto an amendment in the form of that attached as Exhibit E hereto stating such amended Lease Commencement Date and, if applicable, an amended Expiration Date and no rental shall be payable by Tenant hereunder until the amended Lease Commencement Date. The delay in commencement of the Term and in the accrual of rent described in the foregoing sentence shall constitute full settlement of all claims that Tenant might otherwise have by reason of the Premises not being ready for occupancy on the original Lease Commencement Date specified in Section I. above.

If the Premises are not ready for occupancy by Tenant on the Lease Commencement Date due to one or more delays caused by Tenant, or anyone acting under or for Tenant, Landlord shall have no liability for such delay and the Lease Commencement Date shall nevertheless begin as of the Lease Commencement Date stated in Section I. (as extended only because of Landlord's delay pursuant to this Subsection C., if applicable).

D. Acceptance and Suitability

Within fifteen (15) days following the date Tenant takes possession of the Premises, Tenant may provide Landlord with a "punch list" which sets forth any itemization of any corrective work to be performed by Landlord with respect to the Landlord's Work as set forth in the Construction Work Letter; provided, however, that Tenant's obligation to pay Monthly Rental as provided below shall not be affected thereby. If Tenant fails to submit such "punch list" to Landlord within such fifteen (15) day period, Tenant agrees that by taking possession of the Premises it will conclusively be deemed to have inspected the Premises and found the Premises in satisfactory condition. Tenant acknowledges that neither Landlord, nor any agent, employee or servant of Landlord, has made any representation with respect to the Premises or the Project, or with respect to the suitability of them to the conduct of Tenant's business, nor has Landlord agreed to undertake any modifications, alterations, or improvements of the Premises or Project, except as specifically provided in this Lease.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD HEREBY DISCLAIMS, AND TENANT WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, FITNESS OR SUITABILITY FOR PURPOSE, OR THAT THE PROJECT (OTHER THAN THE IMPROVEMENTS CONSTRUCTED BY LANDLORD IN THE PREMISES) HAS BEEN CONSTRUCTED IN A GOOD AND WORKMANLIKE MANNER. TENANT EXPRESSLY ACKNOWLEDGES THAT LANDLORD DID NOT CONSTRUCT OR APPROVE THE QUALITY OF CONSTRUCTION OF THE BUILDING.

SECTION IV. RENT

A. Monthly Rental

Commencing on the Lease Commencement Date (subject, however, to any modifications or adjustments specified hereinbelow and/or in the "Rent Schedule" attached hereto as Exhibit D) Tenant shall pay to Landlord during the Term, rental for the entire Term in the total amount as set forth in Exhibit D payable in monthly installments (the "Monthly Rental") in the amount also set forth in Exhibit D, which sum shall be payable by Tenant on or before the first day of each month, in advance, without further notice, at the address specified for Landlord in Section I., or such other place as Landlord shall

designate, without any prior demand therefor and without any abatement, deduction or setoff whatsoever except as provided herein. Monthly Rental for the first full month shall be paid upon occupancy. If the Lease Commencement Date should occur on a day other than the first day of a calendar month, or the Expiration Date should occur on a day other than the last day of a calendar month, then the rental for such fractional month shall be prorated on a daily basis upon a thirty (30) day calendar month.

B. Consumer Price Index Increases

(This paragraph deleted on purpose.)

C. Additional Rent

As used in this Lease, the term "rent" shall mean Monthly Rental and additional rent and the term "additional rent" shall mean all other amounts payable by Tenant to Landlord pursuant to this Lease other than Monthly Rental, including without limitation, Tenant's Proportionate Share of Common Operating Costs. All Monthly Rental and additional rent shall be paid in lawful money of the United States which shall be legal tender at the time of payment. Where no other time is stated herein for payment, payment of any amount due from Tenant to Landlord hereunder shall be made within ten (10) days after Tenant's receipt of Landlord's invoice or statement therefor.

SECTION V. REIMBURSEMENT OF COMMON EXPENSES

A. Definitions

(1) "Common Areas" means all areas, space, equipment and special services provided by Landlord for the common or joint use and benefit of the tenants, their employees, agents, servants, suppliers, customers and other invitees, including, by way of illustration, but not limitation, retaining walls, fences, landscaped areas, parks, curbs, sidewalks, private roads, restrooms, stairways, elevators, lobbies, hallways, patios, service quarters, parking areas, all common areas and other areas within the exterior of the Building and in the Project or as shown on the site plan attached to this Lease as Exhibit A.

(2) "Taxes" shall mean all real property taxes, personal property taxes, improvement bonds, and other charges and assessments which are levied or assessed upon or with respect to the Building and Project and the land on which the Building and Project are located and any improvements, fixtures and equipment and all other property of Landlord, real or personal, located in the Building and Project and used in connection with the operation of the Building and Project and the land on which the Building and Project are located, including any increase in such taxes, whether resulting from a reassessment of the value of the land, the Building or the Project, personal property, or for any other reason, imposed by any governmental authority, and any tax which shall be levied or assessed in addition to or in lieu of such real or personal property taxes and any license fees, commercial rental tax, or other tax upon Landlord's business of leasing the Building and the Project, but shall not include any federal or state income tax, or any franchise, capital stock, estate, inheritance, succession, transfer and excess profit taxes imposed upon Landlord, and shall also include any reasonable tax consultant fee or other costs incurred by Landlord to review or contest any tax assessed against the Premises, Building, or Project.

(3) "Common Operating Costs" shall mean the aggregate of all costs and expenses payable by Landlord in connection with the operation and maintenance of the Premises, Building, Project, and Common Areas, including, but not limited to, (a) the cost of landscaping, repaving, resurfacing, repairing, replacing, painting, lighting, cleaning, removing trash, janitorial services, security services and other similar items; (b) the total cost of compensation and benefits of personnel to

implement the services referenced herein; (c) all Taxes; (d) the cost of any insurance obtained by Landlord in connection with the Building and Project and comparable to first class office buildings in the Oklahoma City area, including, but not limited to, the insurance required to be obtained by Landlord pursuant to this Lease; (e) the cost of operating, repairing and maintaining life, safety, and access systems, including, without limitation, sprinkler systems; (f) the cost of monitoring services, if provided by Landlord, including, without limitation, any monitoring or control devices used by Landlord in regulating the parking areas; (g) the cost of water, electricity, gas and any other utilities; (h) legal, accounting and consulting fees and expenses; limited to routine fees incurred in the operation and management of the Building (i) compensation (including employment taxes and fringe benefits) of all persons who perform duties connected with the operation, maintenance and repair of the Premises, Project, Building or Common Areas; (j) energy allocation, energy use surcharges, or environmental charges; (k) municipal inspection fees or charges; (1) any other costs or expenses incurred by Landlord under this Lease which are not otherwise reimbursed directly by tenants limited to routine fees incurred in the operation and management of the Building; and (m) the amount charged by any management firm contracted by Landlord to provide any or all of the foregoing services. The computation of Common Operating Costs shall be made in accordance with generally accepted accounting principles and specifically exclude capital improvement costs.

- (4) In the event during all or any portion of any calendar year the Building is not at least ninety-five percent (95%) rented and occupied, Landlord will make an appropriate adjustment to the Common Operating Costs for actual 1994 and subsequent comparison years, employing sound accounting and management principles, to determine the Common Operating Costs that would have been paid or incurred by Landlord had the Building been ninety-five percent (95%) rented and occupied and the amount so determined shall be deemed to have been the Common Operating Costs for such year.

B. Reimbursement

Within a reasonable time before the commencement of each calendar year during the Term, Landlord shall deliver to Tenant a reasonable estimate of the anticipated Common Operating Costs for the forthcoming calendar year. Tenant shall pay to Landlord, as additional rental, commencing on the Lease Commencement Date, and continuing on the first day of each calendar month thereafter, an amount equal to one-twelfth (1/12th) of the product obtained by multiplying (1) the remainder of then estimated Common Operating Costs for such year, less the Base Operating Expenses times (2) Tenant's Proportionate Share; provided, however, that such amount shall not be less than zero dollars (\$0). The total of the monthly additional payments for such calendar year shall be called "Tenant's Estimated Operating Cost". The total estimated Common Operating Costs and Tenant's Proportionate Share thereof to be paid monthly may be adjusted periodically by Landlord during the calendar year on the basis of Landlord's reasonably anticipated costs.

C. Rebate of Excess Charges or Payment of Additional Charges

Within ninety (90) days after the end of each calendar year, Landlord shall furnish Tenant with a statement showing the Common Operating Costs actually paid or incurred by Landlord for such year less the Base Operating Expense and Tenant's Proportionate Share of such remainder ("Tenant's Actual Operating Cost"), which shall in no event be less than zero dollars (\$0). If the amount of Tenant's Estimated Operating Cost paid by Tenant for such calendar year exceeds Tenant's Actual Operating Cost for that year, Landlord shall refund such excess to Tenant within thirty (30) days of such determination or Landlord may, at its sole option, apply such excess to any outstanding amounts due Landlord. If Tenant's Estimated Operating Cost actually paid by Tenant is less than Tenant's Actual Operating Cost, Tenant shall pay such shortfall to Landlord, as

additional rent, within thirty (30) days after receipt of Landlord's statement showing the amount due. If the Lease commences on a date other than on the first day of a calendar year or expires or otherwise terminates on a date other than on the last day of a calendar year, the foregoing payments shall be prorated accordingly.

D. Control of Common Areas

Landlord shall have the sole and exclusive control of the Common Areas, as well as the right to make changes to the Common Areas. Notwithstanding the preceding sentence, Landlord is not responsible for any harm or damage to any of Tenant's officers, agents, or employees as a result of their use of the Common Areas. Landlord's rights shall include, but not be limited to, the right to (a) restrain the use of the Common Areas by unauthorized persons, (b) utilize from time to time any portion of the Common Areas for promotional and related matters, (c) temporarily close any portion of the Common Areas for repairs, improvements or alterations, (d) change the shape and size of the Common Areas or change the location of improvements within the Common Areas, including, without limitation, parking areas (except Landlord shall not reduce the number of parking spaces in the parking areas that exist at the commencement of the lease), roadways and curb cuts, and, (e) prohibit access to or use of Common Areas that are designated for the storage of supplies or operation of equipment necessary to operate the Project or Building. Landlord may determine the nature, size and extent of the Common Areas as well as make changes to the Common Areas from time to time which, in its opinion, are deemed desirable.

SECTION VI. SECURITY DEPOSIT

(This paragraph deleted on purpose.)

SECTION VII. TENANT'S TAXES

To the extent not covered as a Common Operating Expense, Tenant shall be liable for any tax (now or hereafter imposed by any governmental entity) applicable to or measured by or on the rents or any other charges payable by Tenant under this Lease, including (but not limited to) any gross income tax, gross receipts tax or excise tax with respect to the receipt of such rent or other charges or the possession, leasing or operation, use or occupancy of the Premises, but not including any net income, franchise, capital stock, estate or inheritance taxes. If any such tax is required to be paid to the governmental taxing entity directly by Landlord, then Landlord shall pay the amount due and, upon demand, shall be fully reimbursed by Tenant for such payment.

Tenant shall also be liable for all taxes levied against the leasehold held by Tenant or against any personal property, leasehold improvements, additions, alterations and fixtures placed by or for Tenant in, on or about the Premises excluding the work completed by Landlord in accordance with Exhibit "C", Building and Project or constructed by Landlord for Tenant in the Premises; and if any such taxes are levied against Landlord or Landlord's property, or if the assessed value of such property is increased (whether by special assessment or otherwise) by the inclusion therein of value placed on such leasehold, personal property, leasehold improvements, additions, alterations and fixtures, and Landlord pays any such taxes (which Landlord shall have the right to do regardless of the validity thereof), Tenant, upon demand, shall fully reimburse Landlord for the taxes so paid by Landlord or for the proportion of such taxes resulting from such increase in any assessment.

SECTION VIII. USE OF PREMISES

A. Permitted Uses

Tenant shall use the Premises and Common Areas solely for the Permitted Use specified in Subsection I.L. above, and for no other use, and under the name specified in Subsection I. B. above. Tenant shall, at its own cost and expense, obtain any and all licenses and permits necessary for any such use. Tenant shall not do or permit anything

to be done in or about the Premises, Common Areas, Building or Project which will in any way obstruct or interfere with the rights of other tenants or occupants of the Project or injure or annoy them or use or allow the Premises to be used for any unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises and Common Areas. Tenant shall not commit or suffer to be committed any waste in or upon the Premises, Common Areas, Building or Project. Tenant shall not do or permit anything to be done in or about the Premises, Common Areas, Building or Project which may render the insurance thereon void or increase the insurance risk thereon. If an increase in any fire and extended coverage insurance premiums paid by Landlord for the Building and Project is caused by Tenant's use and occupancy of the Premises, then Tenant shall pay as additional rental the amount of such increase to Landlord.

B.

Compliance with Laws

Tenant shall not use the Premises, Building, Project or Common Areas in any way (or permit or suffer anything to be done in or about the same) which will conflict with any law, statute, ordinance or governmental rule or regulation affecting the Premises, Project or Building, now in force or which may hereafter be enacted or promulgated including, but not limited to, the provisions of any city or county zoning codes regulating the use thereof. Tenant shall, at its sole cost and expense, promptly comply with (a) all laws, statutes, ordinances, and governmental rules and regulations, now in force or which may hereafter be in force, (b) all requirements now in force or which may hereafter be in force, which affect the Premises, and (c) all requirements, now in force or which may hereafter be in force, of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding those expenses which would normally be considered a capital expenditure such as a fire sprinkler retrofit. The judgment of any court of competent jurisdiction or the admission by Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance, governmental rule or regulation or any requirement, covenant, condition or restriction shall be conclusive of the fact as between Landlord and Tenant. Tenant agrees to fully indemnify Landlord against any liability, claims or damages arising as a result of a breach of the provisions of this subsection by Tenant, and against all costs, expenses, fines or other charges arising therefrom, including, without limitation, reasonable attorneys' fees and related costs incurred by Landlord in connection therewith, which indemnity shall survive the expiration or earlier termination of this Lease.

C.

Hazardous Materials

Tenant shall not cause or permit any Hazardous Material (as defined below) to be brought upon, kept, or used in or about the Premises, Building or Project by Tenant, its agents, employees, contractors, or invitees, without the prior written consent of Landlord (which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept, stored and disposed of in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises, Building and Project, and such storage will not create an undue risk to other tenants of the Building, giving consideration to the nature of the Project and Building). If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises, Building or Project caused or permitted by Tenant results in contamination of the Premises, the Building or the Project, or if contamination of the Premises, the Building or the Project, by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, the Building or the Project, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, the Building or the Project, damages arising from any adverse impact

on marketing of space in the Building or the Project, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Lease Term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in, on, or about the Premises, Building or Project or in the soil or ground water on or under the Premises, the Building or the Project. Without limiting the foregoing, if the presence of any Hazardous Material in, on or about the Premises, Building or Project caused or permitted by Tenant results in any contamination of the Premises, the Building or the Project, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises, the Building or the Project to the condition existing prior to the introduction of any such Hazardous Material thereto; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises, Building or Project or exposes Landlord to any liability therefor and such actions are undertaken in accordance with all applicable laws, rules and regulations and accepted industry practices.

"Hazardous Material" is used in this Lease in its broadest sense and shall mean any petroleum based products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds and other chemical products and any substance or material defined or designated as hazardous or toxic, or other similar term, by any federal, state or local environmental statute, regulation, or ordinance affecting the Premises, Building or Project presently in effect or that may be promulgated in the future, as such statutes, regulations and ordinances may be amended from time to time, including but not limited to the statutes listed below:

Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.

Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 40 U.S.C. § 1801 et seq.

Clean Air Act, 42 U.S.C. §§ 7401-7626.

Water Pollution Control Act (Clean Water Act of 1977), 33 U.S.C. § 1251 et seq.

Insecticide, Fungicide, and Rodenticide Act (Pesticide Act of 1987), 7 U.S.C. § 135 et seq.

Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.

Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.

National Environmental Policy Act (NEPA) 42 U.S.C. § 4321 et seq.

Refuse Act of 1899, 33 U.S.C. § 407 et seq.

D. Landlord's Rules and Regulations

Tenant shall, and Tenant agrees to cause its agents, servants, employees, invitees, and licensees to observe and comply fully and faithfully with the rules and regulations attached hereto as Exhibit E or such reasonable rules and regulations which may hereafter be adopted by Landlord (the "Rules") for the care, protection, cleanliness, and operation of the Premises, Building and Project, and any modifications or additions to the Rules adopted by Landlord, provided that, Landlord shall give written notice thereof to Tenant. Landlord shall not be responsible to Tenant for failure of any other tenant or occupant of the Building or Project to observe or comply with any of the Rules.

SECTION IX. SERVICE AND UTILITIES

A. Standard Building Services and Reimbursement by Tenant

Landlord agrees to furnish to the Premises, between the hours of 7:00 a.m. and 6:00 p.m. on Monday through Friday and between 8:00 a.m. and 12 noon on Saturday (Sunday and legal holidays excepted), heat and air conditioning (hereinafter "HVAC"), water and electricity, janitorial services five (5) days per week comparable to that provided in first class buildings in Oklahoma City, Oklahoma, required in Landlord's judgment for the comfortable use and occupation of the Premises for general office purposes and at a level which is usual and customary in similar office buildings in the area where the Project is located, all of which shall be subject to the Rules of the Building as well as any governmental requirements or standards relating to, among other things, energy conservation. Tenant agrees to pay, as a Common Operating Expenses, the full cost of all utilities supplied to the Premises, together with any taxes thereon. Tenant shall pay the cost thereof in a timely manner directly to the utility company providing such service. Tenant's obligations in this Section regarding utilities include, but are not limited to initial connection charges, all charges for gas, water and electricity used on the Premises, and for all electric light lamps or tubes and are included in the Common Operating Costs. Tenant shall be required to pay any increased cost, as additional rent, of any utilities and services, including, without limitation, water, electricity and HVAC, resulting from any use of the Premises at any time other than the above schedule of hours for such utilities and services or any use beyond what Landlord agrees to furnish as described above, or resulting from special electrical, cooling and ventilating needs created in certain areas by telephone equipment, computers and other similar equipment or uses. If the Building is designed for individual tenant operation of the HVAC, Tenant agrees to pay the cost of operating the HVAC at any time other than the above schedule of hours which cost may include the operation of the HVAC for space located outside the Premises when such space is serviced concurrently with the operation of the HVAC for the benefit of the Premises. Landlord and Tenant agree that the cost for such after hours HVAC shall be at the rate of twenty dollars (\$20.00) per hour.

B. Limitation on Landlord's Obligations

Landlord shall not be in breach of its obligations under this Section unless Landlord fails to make any repairs or perform maintenance which it is obligated to perform hereunder and such failure persists for an unreasonable time after written notice of a need for such repairs or maintenance is given to Landlord by Tenant. Landlord shall not be liable for and Tenant shall not be entitled to any abatement or reduction of rent by reason of Landlord's failure to furnish any of the foregoing when such failure is caused by accidents, breakage, repairs, strikes, brownouts, blackouts, lockouts or other labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar, beyond the reasonable control of Landlord, nor shall such failure under such circumstances be construed as a constructive or actual eviction of Tenant. Landlord shall not be liable under any circumstances for loss or injury to property or business, however occurring, through or in connection with or incidental to Landlord's failure to furnish any of said service or utilities.

C. Excess Service

Tenant shall not, without the written consent of Landlord, which shall not be unreasonably withheld, use any apparatus or device on the Premises which consumes more electricity than is usually furnished or supplied for the Permitted Use of the Premises, as determined by Landlord. Tenant shall not consume water or electric current in excess of that usually furnished or supplied for the use of the Premises (as determined by Landlord), without first procuring the written consent of Landlord, which Landlord may refuse. The excess cost for such water and electric current shall be established by an estimate made by a utility company or independent engineer hired by Landlord at Tenant's expense and Tenant shall pay such excess costs each month with the Monthly

Rental.

D. Security Services

Certain security measures (both by electronic equipment and personnel) may be provided by Landlord in connection with the Building and Common Areas. However, Tenant hereby acknowledges that such security is intended to be only for the benefit of the Landlord in protecting its property from fire, theft, vandalism and similar perils and while certain incidental benefits may accrue to the Tenant therefrom, such security is not for the purpose of protecting either the property of Tenant or the safety of its officers, employees, servants or invitees. By providing such security, Landlord assumes no obligation to Tenant and shall have no liability arising therefrom.

SECTION X. MAINTENANCE AND REPAIRS

A. Landlord's Obligations

Except for special or non-standard systems and equipment installed for Tenant's exclusive use, Landlord shall keep in good condition and repair, at Landlord's initial cost and expense subject to reimbursement by Tenant of Tenant's Proportionate Share of such cost and expense, heating, ventilating and air conditioning, plumbing and electrical systems which service the Premises as well as other premises within the Building, the foundations, exterior walls, structural condition of interior bearing walls, and roof of the Premises and Building, as well as the windows, elevator and stairway doors, ceilings, window coverings, fences, signs and utility installations of the Project. Landlord shall not be required to make any repairs for damage caused by any negligent or intentional act or omission of Tenant or any person claiming through or under Tenant or any of Tenant's employees, suppliers, shippers, customers or invitees, in which event Tenant shall repair such damage at its sole cost and expense. Tenant hereby waives and releases its right to make repairs at Landlord's expense under any law, statute, ordinance, rules and regulations now or hereafter in effect in any jurisdiction in which the Project is located.

B. Tenant's Obligations

Tenant shall, at its sole cost and expense, make all repairs and replacements as and when Landlord reasonably deems necessary to preserve in good working order and condition the Premises and every part thereof, including, without limitation, special or supplementary heating, ventilating and air conditioning systems located within the Premises and installed for the exclusive use of the Premises, and all other non-standard utility facilities and systems exclusively serving the Premises, and all trade fixtures, interior walls, interior surfaces of exterior walls, interior doors, cabinets, carpeting and other floor coverings, located within the Premises. Tenant shall not commit or permit any waste in or about the Premises, the Building or the Project. Tenant shall, at its sole cost and expense, make all repairs to the Premises, Building and Project which are required, in the reasonable opinion of Landlord, as a result of any misuse, neglect, negligent or intentional act or omission committed or permitted by Tenant or by any subtenant, agent, employee, supplier, shipper, customer, invitee or servant of Tenant.

C. Landlord's Right to Make Repairs

In the event that Tenant fails to maintain the Premises in good and sanitary order, condition and repair as required by this Lease, then, following written notification to Tenant (except in the case of an emergency, in which case no prior notification shall be required), Landlord shall have the right, but not the obligation, to enter the Premises and to do such acts and expend such funds at the expense of Tenant as are required to place the Premises in good, safe and sanitary order, condition and repair. Any amount so expended by Landlord shall be paid by Tenant promptly upon demand as additional rent.

D. Condition of Premises Upon Surrender

Except as otherwise provided in this Lease, Tenant shall, upon the expiration or earlier termination of the Term, surrender the Premises to Landlord in the same condition as on the date Tenant took possession, broom clean, reasonable wear and tear excepted. All appurtenances, fixtures, improvements, additions and other property attached to or installed in the Premises whether by Landlord or by or on behalf of Tenant, and whether at Landlord's expense or Tenant's expense, shall be and remain the property of Landlord unless Landlord specifically agrees otherwise in writing. Any furnishings and personal property of Tenant located in the Premises, whether the property of Tenant or leased by Tenant (including the fixtures, improvements and other items agreed, in writing, by Landlord to belong to the Tenant as provided in the preceding sentence), shall be and remain the property of Tenant and shall be removed by Tenant at Tenant's sole cost and expense at the expiration of the Term. Tenant shall promptly repair any damage to the Premises or the Building resulting from such removal. Any of Tenant's property not removed from the Premises within five (5) days after the expiration of the Term shall, at Landlord's option, either become the property of Landlord or may be removed by Landlord and Tenant shall pay to Landlord the cost of such removal within ten (10) days after delivery of a bill therefor. Any damage to the Premises, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment shall be repaired by Tenant at Tenant's expense.

SECTION XI. ENTRY BY LANDLORD

Landlord reserves and shall at any and all times have the right to enter the Premises at reasonable times to inspect the same to determine whether Tenant is complying with its obligations hereunder; to supply any service to be provided by Landlord hereunder; and to supply janitorial service and any other service to be provided by Landlord to Tenant hereunder; and, upon reasonable notice to Tenant, may exhibit the Premises to prospective purchasers, mortgagees or prospective tenants; to post notices of nonresponsibility; and to , improve or repair the Premises and any portion of the Building and Project, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures that are reasonably required by the character of the work to be performed by Landlord, provided that the business of Tenant shall not be interfered with unreasonably. Except as provided herein, Landlord shall use its best efforts to provide reasonable notice prior to entry into the Premises. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults and safes, and Landlord shall have the right to use any and all means which Landlord may deem proper to open such doors in the event of an emergency. Any entry to the Premises or portions thereof obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, actual or constructive, of Tenant from the Premises, or any portion thereof.

SECTION XII. ALTERATIONS, ADDITIONS AND TRADE FIXTURES

Tenant shall not make any alterations, additions or improvements to the Premises, or any part thereof, whether structural or nonstructural (hereafter "Alterations"), without Landlord's prior final written consent. In order to obtain Landlord's preliminary consent, which preliminary consent will not be unreasonably withheld, Tenant shall submit such information as Landlord may require, including, without limitation plans and specifications for the Alterations. After Landlord gives preliminary consent, in order to obtain Landlord's final consent, which consent may not be unreasonably withheld, Tenant shall then submit (i) permits, licenses, bonds, and the construction contract, all in conformance with the plans and specifications preliminarily approved by Landlord; (ii) evidence of insurance coverage by general contractor in such types and amounts as Landlord reasonably deems satisfactory; and (iii) such other information as Landlord deems reasonably necessary.

The construction contract shall, at the minimum, require the general contractor and all subcontractors to obey the rules and regulations of the Building and Project. All Alterations

shall be done in a good workmanlike manner by qualified and licensed contractors or mechanics, as approved by Landlord. In no event shall any Alterations affect the structure of the Building or its exterior appearance. All Alterations made by or for Tenant (other than Tenant's moveable trade fixtures), shall, unless Landlord expressly requires or agrees otherwise in writing, immediately become the property of Landlord, without compensation to Tenant, but Landlord has no obligation to repair, maintain or insure those Alterations. Carpeting, shelving and cabinetry are considered improvements of the Premises and not movable trade fixtures, regardless of how or where affixed. No Alterations will be removed by Tenant from the Premises either during or at the expiration or earlier termination of the Term, and they shall be surrendered as a part of the Premises. Tenant shall indemnify, defend and keep Landlord free and harmless from and against all liability, loss, damage, cost, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant. Landlord shall have the right at all times to post on the Premises any notices permitted or required by law, or that Landlord shall deem reasonably proper, for the protection of Landlord, the Premises, the Building and the Project, and any other party having an interest therein, from mechanics' and materialmen's liens, and Tenant shall give to Landlord written notice of the commencement of any construction in or on the Premises. Prior to the commencement of any such construction, Landlord shall be furnished certificates of insurance from general contractor, naming Landlord as an additional insured, evidencing that each contractor performing work has insurance reasonably acceptable to Landlord including but not limited to general liability insurance of not less than \$1,000,000 and worker's compensation insurance in the statutorily required amount.

SECTION XIII. MECHANIC'S LIENS

Tenant shall keep the Premises, the Building and the Project free from any liens arising out of any work performed, material furnished or obligation incurred by or for Tenant or any person or entity claiming through or under Tenant. In the event that Tenant shall not, within thirty (30) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause such lien to be released by such means as Landlord deems proper, including payment of the claim giving rise to such lien. All such sums paid and all expenses incurred by Landlord in connection therewith shall be due and payable to Landlord by Tenant on demand.

SECTION XIV. INSURANCE

A. Tenant

During the Term hereof, Tenant shall keep in full force and effect the following insurance and shall provide appropriate insurance certificates evidencing such coverage to Landlord prior to the Lease Commencement Date and annually thereafter before the expiration of each policy:

- (1) Commercial general liability insurance for the benefit of Tenant and Landlord as an additional insured, with a limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence, against claims for personal injury liability including, without limitation, bodily injury, death or property damage liability and covering (i) the business(es) operated by Tenant and by any subtenant of Tenant on the Premises, (ii) operations of independent contractors engaged by Tenant for services or construction on or about the Premises, and (iii) contractual liability.

Each insurance policy obtained by Tenant pursuant to this Lease shall contain a clause that the insurer will provide Landlord with at least thirty (30) days prior written notice of any material change, non-renewal or cancellation of the policy, shall be in a form reasonably acceptable to Landlord and shall be taken out with an insurance company authorized to do business in the State in which the Project is located. In addition, any insurance policy obtained by Tenant shall be written as a primary policy, and shall not

be contributing with or in excess of any coverage which Landlord may carry. The liability limits of the above described insurance policies shall in no matter limit the liability of Tenant under the terms of Section XV. below.

B. Landlord

During the Term hereof, Landlord shall keep in full force and effect the following insurance and shall provide appropriate insurance certificates evidencing such coverage to Tenant prior to the Lease Commencement Date and annually thereafter before the expiration of each policy upon written request from Tenant:

- (1) Fire, extended coverage and vandalism and malicious mischief insurance insuring the Building and Project of which the Premises are a part, in an amount not less than eighty percent (80%) (or such greater percentage as may be required by law) of the full replacement cost thereof; and
- (2) Such other insurance as Landlord deems necessary in its sole and absolute discretion.
- (3) Landlord agrees to maintain a policy of commercial general liability insurance for claims alleging bodily injury to or death of any person or property damage occasioned by or arising out of or in connection with the common areas of the Project, in amounts of not less than One Million Dollars (\$1,000,000.00) each occurrence and in an amount of not less than One Million Dollars (\$1,000,000.00) annual aggregate.

All insurance policies shall be issued in the names of Landlord and Landlord's lender, and any other party reasonably designated by Landlord as an additional insured, as their interests appear. The insurance policies shall provide that any proceeds shall be made payable to Landlord, or to the holders of mortgages or deeds of trust encumbering Landlord's interest in the Premises, Building, and Project, or to any other party reasonably designated by Landlord (which shall include Tenant at Tenant's request) as an additional insured, as their interests shall appear. All insurance premiums for Landlord's insurance shall be included in Common Operating Costs.

SECTION XV. INDEMNITY

A. Tenant

Subject to the provisions of subparagraph C below, Tenant agrees to indemnify, defend and hold Landlord and its officers, directors, partners and employees entirely harmless from and against all liabilities, losses, demands, actions, expenses or claims, including reasonable attorneys' fees and court costs but excluding consequential damages, for injury to or death of any person or for damages to any property or for violation of law arising out of or in any manner connected with (i) the use, occupancy or enjoyment of the Premises, Building and Project by Tenant or Tenant's agents, employees, or contractors (the "Tenant's Agents") or any work, activity or other things allowed or suffered by Tenant or Tenant's Agents to be done in or about the Premises, Building and Project; or (ii) any breach or default in the performance of any obligation of Tenant under this Lease.

B. Landlord

Subject to the provisions of subparagraph C below, Landlord agrees to indemnify, defend and hold Tenant and its officers, directors, partners and employees entirely harmless from and against all liabilities, losses, demands, actions, expenses or claims, including attorneys' fees and court costs but excluding consequential damages, for injury to or death of any person or for damage to any property to the extent such are determined to be caused by (i) the negligence or willful misconduct of Landlord, its agents, employees,

or contractors on or about the Premises, Building, or Project; or (ii) any breach or default in the performance of any obligation of Landlord under this Lease. None of the events or conditions set forth in this paragraph shall be deemed a constructive or actual eviction or entitle Tenant to any abatement or reduction of rent except as provided herein.

C. Limitation on Recovery for Property Damage

Notwithstanding the provisions of subparagraphs A and B above, neither Landlord nor Tenant shall be liable to the other for any damage to the property of the other caused by fire, casualty or the actions of Landlord, Tenant or their employees, agents and contractors except to the extent such property damage is (a) caused by the intentional actions of Landlord or Tenant; or (b) are caused by Tenant's installation or removal of alterations or trade fixtures as provided in the Lease. In connection with the foregoing waiver of claims, Landlord and Tenant hereby waive any rights of subrogation arising under their respective property insurance policies.

D. Limitation on Landlord's Liability; Release of Trustees, Officers and Partners of Landlord

Tenant agrees that in the event Tenant obtains a judgment or decree against Landlord arising out of the subject matter of this Lease which requires the payment of money by Landlord, Tenant's sole recourse for the satisfaction thereof shall be to (a) proceed against Landlord's interest in the Building or any proceeds therefrom (or against Landlord up to the maximum of \$250,000.00 in the event the fair market value of Landlord's interest is less than \$250,000.00) or (b) offset the amount due under such judgment or decree against the sums due to Landlord hereunder and, except as provided in the previous sentence, no other property or assets of Landlord, its successors or assigns, shall be subject to the levy, execution or other enforcement procedure for the satisfaction of any such judgment or decree. Tenant further hereby waives any and all right to assert any claim against or obtain any damages from, for any reason whatsoever, the trustees, directors, officers and partners of Landlord including all injuries, damages or losses to Tenant's property, real and personal, whether known, unknown, foreseen, unforeseen, patent or latent, which Tenant may have against Landlord or its directors, officers or partners. Tenant understands and acknowledges the significance and consequence of such specific waiver.

Landlord shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority.

SECTION XVI. ASSIGNMENT AND SUBLETTING BY TENANT

A. Tenant shall not directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of the Premises or Tenant's leasehold estate hereunder (collectively "Assignment"), or permit the Premises to be occupied by anyone other than Tenant or sublet the Premises ("Sublease") or any portion thereof without Landlord's prior written consent being held and obtained in each instance, subject to the terms and conditions contained in this section.

B. If Tenant desires at any time to enter into an Assignment or a Sublease of the Premises or any portion thereof, Tenant shall request in writing, at least sixty (60) days prior to the effective date of the Assignment or Sublease, Landlord's consent to the Assignment or Sublease, and provide the following:

- (1) The name of the proposed assignee, sub-tenant or occupant;
- (2) The nature of the proposed assignee's, subtenant's or occupant's business to be carried on in the Premises;

- (3) The terms and provisions of the proposed Assignment or Sublease and a copy of such documents; and
- (4) Such financial information concerning the proposed assignee, subtenant or occupant which Landlord shall have requested following its receipt of Tenant's request for consent.

C.

At any time within thirty (30) days after Landlord's receipt of the notice specified above, Landlord may by written notice to Tenant elect either to (a) consent to the proposed Assignment or Sublease, (b) refuse to consent to the proposed Assignment or Sublease or (c) terminate this Lease in full with respect to an Assignment or terminate in part with respect to a Sublease and enter into a lease directly with the proposed assignee or sublessee. Landlord and Tenant agree that consent shall not be unreasonably withheld, however, it shall be reasonable for Landlord to withhold its consent if any of the following situations exist or may exist:

- (1) The proposed transferee's use of the Premises conflicts with the Permitted Use under this Lease or is a type of use that is not desirable or compatible with other uses of the Building or Project;
- (2) In Landlord's reasonable business judgment, the proposed transferee lacks sufficient business reputation or experience to operate a successful business of the type and quality permitted under this Lease;
- (3) Tenant is in default pursuant to this Lease or an event has occurred which, with the passage of time and/or the giving of notice, would constitute an event of default hereunder.

D.

If Landlord consents to the Sublease or Assignment within said thirty (30) day period, Tenant may enter into such Assignment or Sublease of the Premises or portion thereof, but only upon the terms and conditions set forth in the notice furnished by Tenant to Landlord pursuant to Subsection B. above; provided, however, that in connection with such Assignment or Sublease, as a condition to Landlord's consent, Tenant shall pay to Landlord one hundred (100%) of the excess, if any, of (i) in the case of an Assignment, the rental and other payment obligations of the proposed assignee under the terms of the proposed Assignment over the rental and other payment obligations of Tenant under the terms of this Lease, or (ii) in the case of a Sublease, the amount proposed to be paid by the sublessee over the proportionate amount of rental and other payment obligations required to be paid by Tenant to Landlord under the terms of this Lease as applicable to the portion of the Premises so subleased.

E.

No consent by Landlord to any Assignment or Sublease by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether arising before or after the Assignment or Sublease. The consent by Landlord to any Assignment or Sublease shall not relieve Tenant of the obligation to obtain Landlord's express written consent to any other Assignment or Sublease. Any Assignment or Sublease that is not in compliance with this Section shall be void and, at the option of Landlord, shall constitute a material default by Tenant under this Lease. The acceptance of rent or payment of any other monetary obligation by Landlord from a proposed assignee or sublessee shall not constitute the consent by Landlord to such Assignment or Sublease. Tenant shall promptly provide to Landlord a copy of the fully executed Sublease or Assignment.

F. (This paragraph deleted on purpose.)

G.

Each assignee or other transferee, other than Landlord, shall assume, as provided in this subsection all obligations of Tenant under this Lease and shall be and remain liable jointly and severally with Tenant for the payment of Monthly Rental and all other monetary obligations hereunder and for the performance of all the terms, covenants,