

LEASE AND FACILITY OCCUPANCY AGREEMENT

THIS LEASE AND FACILITY OCCUPANCY AGREEMENT (the “Agreement” or “Lease”) is made this 8th day of December, 2020 between the OKLAHOMA CITY PUBLIC PROPERTY AUTHORITY (“OCPPA”), an Oklahoma public trust, ASM Global, North America, (“ASM Global”) and Prairie Surf Media (“PSM”). For convenience of reference, the OCPPA, ASM Global and PSM are sometimes collectively referred to in this Agreement as the “Parties.”

WITNESSETH:

WHEREAS, The City is the owner of the Cox Business Services Center in Downtown Oklahoma City, Oklahoma, (“Cox Center”) which is leased to the Oklahoma City Public Property Authority, in addition to the new Downtown Convention Center; and

WHEREAS, the City of Oklahoma City constructed the new MAPS 3 convention center, which will open in January 2021, rendering the Cox Center with little and limited use upon opening of the City’s new Downtown Convention Center, as that will no longer be the highest and best use of the property; and

WHEREAS, PSM has stated it desires to create a motion picture and television studio, along with related uses, in Oklahoma City, Oklahoma (“Studio Facility”); and

WHEREAS, as the new Convention Center opens, PSM has proposed to lease the Cox Center as the site to locate its proposed Studio Facility; and

WHEREAS, on September 15, 2020 the City Council approved a Letter of Intent and Agreement for Exclusive Negotiations and Project Marketing with PSM authorizing the City Manager through the OCPPA to negotiate a lease agreement with PSM to use the Cox Center as a temporary location for its Studio Facility; and

WHEREAS, the location of the Studio Facility at the Cox Center will create new jobs, diversify the employment base, create a new tourism attraction and destination, and further promote economic development in Oklahoma City; and

WHEREAS, ASM Global, formerly known as SMG, operates and manages the Cox Center and the Chesapeake Energy Arena pursuant to the Second Amended and Restated

Facilities Management Agreement (“Facilities Management Agreement”) approved on July 3, 2018 between The City, OCPPA and SMG: and

WHEREAS, ASM Global, as the successor to SMG, will continue to have a presence in the Cox Center and will have the obligation to perform certain task and duties in regard to the Cox Center as set forth in this Agreement, in addition to its obligations under the Pre-Opening Consulting, Operating and Management and Sublease Agreement entered into on November 8, 2016 and the continue to have under the July 3, 2018 Facilities Management Agreement; and

WHEREAS, ASM Global, has expressed its desire to work with PSM to provide certain services and security as set forth in this Lease and Occupancy Agreement; and

WHEREAS, the City, OCPPA and PSM believe that the Cox Center is a mutually beneficial location for the Studio Facility; and

WHEREAS, the OCPPA, on behalf of the City, and ASM Global desire to enter into this Lease and Agreement with PSM.

NOW, THEREFORE, in consideration of the promises and mutual obligations herein set forth, the parties hereby agree to the following terms and conditions.

1. *Leased Premises.* OCPPA hereby leases the Leased Premises (as herein after defined) to PSM and PSM hereby leases the same from OCPPA subject to the terms set forth in this Agreement. Generally, the Leased Premises consist of the property known as the Cox Center, excluding (i) all underground parking areas under or adjacent to the Cox Center, (which are owned by the Central Oklahoma Transportation and Parking Authority (“COTPA”) and the use of which will be subject to a separate agreement between PSM and COTPA), and further excluding those parking areas around the Cox Center constructed with proceeds of tax exempt revenue bonds and further excluding those parking areas producing revenues that are pledged to repayment of the Central Oklahoma Transportation and Parking Authority Parking System Revenue and Refunding Bonds, Series, 1996, or any other series of tax exempt bonds related to Cox Center parking areas, (ii) the offices used by ASM Global, (iii) ASM Global needed storage facilities in the Cox Center, (iv) the kitchen and required catering space currently operated and managed by ASM Global, pursuant to the ASM Global Facility Agreement, and (v) the main

telephone equipment room. The Parties agree the Cox Center is comprised of approximately 323,250 square feet which will be divided between ASM Global space and PSM space. The Parties further agree that PSM will have access and control of 254,500 square feet (or 78.7%) as shown on the attached diagram (Exhibit No. 1). ASM Global will have access to and control of approximately 68,750 square feet (or 21.7%) as shown on Exhibit No. 1. The address of the Cox Center is known as 1 Myriad Gardens, Oklahoma City, Oklahoma 73102. PSM will be the primary tenant of the Cox Center and shall have exclusive control and occupancy of its designated portions of the Cox Center, with ASM Global having control and exclusive access to the designated portions of the Cox Center.

2. Term. The Initial Term of this Lease Agreement is for a period of five (5) years, commencing on January 1, 2021, (“Commencement Date”) and ending on the last day of the month immediately prior to the beginning of the sixth (6) year (the “Expiration Date”). PSM shall have the exclusive option to renew and extend the Term of the Lease for up to three (3) additional one year terms upon mutual consent. However, the OCPPA must notify PSM two (2) years prior to the beginning of each option term if it will not agree to consent to approve the option year. If OCPPA does not provide such notice, the option for that option year shall be at the exclusive discretion of PSM. Each Renewal Term shall be by written agreement of both parties in a form acceptable to the PSM and OCPPA, and shall be subject to the rental rates set forth in Section 4 below.

3. Early and Interim Access to the Leased Space. PSM has determined and requested that it will need to move-in, set-up and organize the Leased Premises for operation of the production studios and to accommodate certain film production companies prior to official start of the Initial Term. Upon written approval of the General Manager of OCPPA, it is agreed by the Parties that effective as of December 8, 2020 PSM may have early access to the Leased Premises prior to initiation of the Lease Term for purposes of move in and for accommodating production companies needing space prior to the start of the Term, provided that said early access does not interfere or disrupt any events previously committed by ASM Global in the Cox Center. Consistent with Exhibit No. 1, ASM Global agrees to work with PSM to locate space in the Cox Center that can be used by PSM prior to initiation of the Term.

4. Rent. The City and OCPPA recognize that the new services and business opportunities PSM presents will have a significant economic benefit to the City and surrounding area beyond the payment of any fair market rent associated with the use of the Cox Center. The City and OCPPA also wish to balance the fair market rental requirements with the anticipated economic benefits arising from the Lease over the Term of the Agreement. Therefore, in consideration of the economic impact potential presented by the services and the additional and new business opportunities that PSM will generate in attracting the west coast film industry to Oklahoma City, and as an incentive to encourage PSM to locate its operations in the Cox Center, OCPPA has determined that providing lease space to PSM at a rental rate that may be less than traditional fair market rental rate is more than adequate consideration in light of the new and additional economic benefits that will arise from PSM's operations in the Cox Center, particularly in light that the Cox Center is at the end of its useful life and will no longer be used as the City's primary convention center and may eventually be demolished in deference to a highest and best use of the property. OCPPA agrees to rent the Leased Premises to PSM on the following annual amortized *Base Rent* schedule:

First Year Rent is	\$1.00
Second Year Rent is	\$75,000
Third Year Rent is	\$175,000
Fourth Year Rent is	\$225,000
Fifth Year Rent is	\$250,000
Option Year 6 Rent is	\$250,000 plus the CPI increase for the prior year up to a maximum of 257,500
Option Year 7 Rent is	Prior year amount plus the CPI for the prior year up to a maximum of \$265,225
Option Year 8 Rent is	Prior year amount plus the CPI for the prior year up to a maximum of \$273,182

4.1. CPI Increase. The annual CPI increase shall be limited on the basis of changes in the Consumer Price Index for all Urban Consumers, U.S. City Average, as promulgated by the United States Bureau of Labor Statistics, (or successor index) for the prior year and limited to an amount not to exceed three percent (3.0%) annually.

4.2. *Payment of Rent.* Rent is payable to OCPPA, c/o Finance Director, 200 N. Walker, 4th Floor, Oklahoma City, OK, 73102. The initial Base Rent payment of \$1.00 (for the first year) shall be due and owing on January 1, 2021 and is payable without prior notice or demand. Thereafter the payment of the annual Base Rent beginning on January 1, 2022 may at the option of PSM be paid as a lump sum within 30 days or may be paid on a monthly basis with the amount being one-twelfth) 1/12 of the amount of the annual Base Rent for that year. If PSM opts to make monthly payments (as opposed to a lump sum payment) said payment shall be due and payable on or before the 5th of each month (the “due date”). PSM shall advise the OCPPA 30 days prior to the beginning of each year which payment option it will use.

5. *Utilities, Building Maintenance and Security.*

5.1 *Utilities:* The Cox Center is not metered for utilities in manner that can separate utility usage between ASM Global and PSM. As an incentive to PSM for locating in the Cox Center, the OCPPA is agreeable to share in the costs of utilities to reduce PSM’s operational costs during the first years of this Agreement and ramp up the portion paid by PSM to pay the proportional share of utilities based on ASM Global occupying 25% of the Cox Center and PSM occupying 75%. PSM agrees to be responsible to pay its full share of utility costs by the end of the Initial Term and throughout the Option Years.

The Parties agree that \$1,100,000 is a reasonable estimate for annual utility costs, based on the average of previous years’ costs. PSM believes its operations could result in lower utility costs than when the facility was being used as a convention center. since utility costs fluctuate and tenant activities can impact that fluctuation. After the end of the Initial Term and during each of the Option Years, OCPPA will pay its 25% portion of utility costs on the first \$1,100,000 in total utility costs for that year. PSM will pay its 75% portion of utility costs on the first \$1,100,000 in total utility cost for that year, plus all amounts over the cap of \$1,100,000. Therefore, PSM agrees to pay utility costs in the amounts below, and

during the option years, any difference in utilities that exceeds the cap of \$1,100,000:

Initial Term

- Year 1: \$150,000
- Year 2: \$150,000
- Year 3: \$300,000
- Year 4: \$450,000
- Year 5: \$600,000

Option Years

- Year 6: \$825,000 plus all utility costs in excess of \$1,100,000
- Year 7: \$825,000 plus all utility costs in excess of \$1,100,000
- Year 8: \$825,000 plus all utility costs in excess of \$1,100,000

Payment of any utility cost shall be passed along to PSM on a monthly basis upon receipt of bills from the billing utility. Utilities are payable to OCPPA, c/o Finance Director, 200 N. Walker, 4th Floor, Oklahoma City, OK, 73102. Since the utility costs during the Initial Term are based on a flat annual rate, PSM shall have the option to make four quarterly payments in the amount of ¼ of the annual payment. Said payments shall be due on the following dates: January 1, April 1, July 1, and October 1, except that the first payment shall be made on or before February 25, 2020. The payments shall be made within 5 days and will be considered delinquent beginning on the 6th day and subject to a late penalty of \$25 dollars and shall accrue interest on the unpaid balance at the rate of eight (8%) percent per annum. Payments during the Option Year will be required on a monthly basis, with OCPPA billing PSM for 75% of the utility costs as billed to the OCPPA. Payment will be due within 5 days of the receipt of an invoice from OCPPA and shall be considered delinquent if not paid with paid by the 6th day and will be subject to a late penalty of \$25.00 and the unpaid balance shall accrue interest on the unpaid balance at the rate of eight (8%) per annum. For purposes of this Agreement utility costs shall include only: electric, gas, sewer and water.

OCCPA or ASM Global shall keep accurate record of the paid utility costs which shall be made available to PSM upon a reasonable request from PSM. Billing will be made a month in arrears.

5.2 *Maintenance.* The City commits to maintain the Leased Space in the Cox Center in good working order during the Term of the Lease except for defects caused by PSM's misuse. Any improvements that are required for PSM's specialized use of the facility will be PSM's responsibility.

The City has committed funding to the OCCPPA for an evaluation of the HVAC system and of the load bearing capacity of the auxiliary space on the east side of the Cox Center and the arena floor. The City cannot commit funding to OCCPA for additional improvements to the Cox Center as part of the Lease Agreement, and the OCCPA likewise makes no such commitment. The OCCPA agrees in the event that HVAC and/or structural conditions are discovered during the evaluation process that will not allow the building to serve its purpose for PSM's use, PSM may terminate the agreement with no adverse penalty.

OCCPA will provide for security and basic maintenance, such as routine trash removal, cleaning, maintenance of lighting, vacuuming and cleaning of carpets, painting, ceilings and ceiling tiles, and other such general maintenance activity customarily provided in the Leased Space through its contract with ASM Global. Currently, the contract with ASM Global to manage and operate the Cox Center is subject to a cap of \$1.2 million. PSM shall be responsible for maintenance of any industry specific needs including maintenance of buildouts, stages or sets it constructs in the Leased Space. PSM shall be responsible for trash removal required by the building of its sets, including the providing any dumpsters needed for such activity. To stay within the cap and subject to the Security provision below, ASM Global and PSM have agreed to a modified base staffing level to support the requirements of PSM's use as follows.

ASM Global Base Positions at the Cox Center:

- IT Manager
- General Manager
- Administrative Asst
- Facility Staff Accountant
- Central Plant (8 positions)
- Director of Operations
- Lead Electrician
- Handyman
- Lead Housekeeper
- Housekeeper
- Security (18 positions with PSM contributing \$259,667 toward security costs)

It is further agreed between the Parties that the Handyman position shall have basic plumbing knowledge and be able to respond to basic plumbing issues in the leased space. Any staffing request by PSM in excess of these positions shall be paid by PSM and worked out through ASM Global.

5.3 Security and Additional Security Fee: In regard to security, PSM agrees to pay \$259,667.00 per year for the security positions plus the proportional costs of any wage adjustments made to said security positions on an annual basis, not to exceed 3% per year, provided that PSM may by written notice to the City elect to reduce or discontinue such positions at any time at its exclusive discretion, in which case the \$259,667 shall be proportionally reduced or eliminated. Payment of the additional Security Fee shall be paid in arrears and shall be billed by OCPPA on January 1 of each year. Payment will be due within 5 days of the receipt of an invoice from OCPPA and shall be considered delinquent if not paid with paid by the 6th day and will be subject to a late penalty of \$25.00 and the unpaid balance shall accrue interest on the unpaid balance at the rate of eight (8%) per annum.

6. Parking. The parking under and near the Cox Center is owned by and controlled by the Central Oklahoma Transportation and Parking Authority (COTPA). PSM agrees that it will enter into a separate agreement with COTPA for use of the parking. Failure of PSM to reach an agreement with COTPA prior to July 15, 2021 shall serve as a reason for PSM to terminate this Agreement with no penalty. PSM is in the process of conducting sound and vibration test to

assess where and how daily parkers may impact filming operations, which may have an impact on access and operations of the garage.

7. *Fixtures and Personalty.* All fixtures (including trade fixtures attached to the Leased Premises), equipment, improvements, and appurtenances attached to or built into the Leased Premises, or subsequently installed pursuant to any other provisions hereof, whether by ASM Global or PSM shall be and remain part of the Leased Premises and shall not be removed by PSM at the expiration of the Lease Term, unless otherwise expressly provided in this Lease.

7.1 *Fixtures.* The following shall be deemed fixtures that comprise a part of the Leased Premises and shall not be removed by the PSM, except as otherwise specifically provided herein: all electric ceiling and lighting fixtures and outlets; plumbing, heating, sprinkling, telephone systems (but not telephone equipment), and built-in communication systems; partitions, railings, doors, paneling, molding, cabinetry, shelving, flooring, and floor and wall coverings; and all ventilating, silencing, air conditioning, cooling, and heating equipment, where installed within or to interior walls, floors, and ceilings.

7.2 *Movable Items.* Where not built into the Leased Premises or attached to interior walls, floors, and ceilings, and if furnished by or at PSM's expense without credit by any Improvement Allowance, all readily removable electric fixtures, non-attached carpets or rugs, electric fans, water coolers, kitchen appliances, furniture, furnishings, movable trade fixtures, equipment, including PSM's Studio Facility improvements and equipment, shall not be deemed fixtures and a part of the Leased Premises, and may be removed by PSM upon the condition that such removal does not damage the Leased Premises. In such event PSM shall pay the cost of repairing any damage to the Leased Premises arising from any removal of such items.

8. *Acceptance.* By taking possession of the Leased Premises, PSM will be deemed conclusively: (a) to have accepted the Leased Premises as suitable for the purposes for which the same are leased and to have waived any defects therein, except as otherwise provided by this Agreement.

9. Contingency for Future Building Repairs or Improvements. OCPPA contends that the Leased Space has been constructed and improved over the years and was constructed and improved to meet compliance with applicable building codes in effect at the time of construction, renovation or expansion and that the Cox Center and Leased Space meets these code compliance requirements. The City has committed funds to perform evaluation of the HVAC system and the load bearing capacity of the arena floor and the auxiliary space on the east side of the Cox Center. The City commits to maintain the building in good working order during the term of the lease except for defects and damages caused by PSM's activities or misuse. Any improvements that are required by PSM for its use of the facility will be the responsibility of PSM, including any improvements to the arena floor. PSM represents that it will not be using HVAC or Power beyond the current or normal operating capacity. Any HVAC or power needs in excess of current or normal operating capacity will be supplemented with temporary air and/or generators at PSM's expense.

10. Cost Incurred for Relocation of Booked Events. On September 15, 2020, The City of Oklahoma City and Prairie Surf Media, LLC entered into a Letter of Intent and Agreement for Exclusive Negotiation and Project Marketing for PSM to market the use of the Cox Convention Center as a studio and film production facility. The Agreement required the City to cease booking new events in the convention center after the September 15, 2020 effective date and allowed the City to honor those contracts previously booked for events scheduled through the end of 2020.

The City, through the OCPPA, and PSM agreed to share the cost for relocating and/or buying out booked events and those costs associated with relocating the OKC Blue basketball team before the end of the team's contracted term. Relocation payments by PSM will only be made for legally enforceable contracts entered into prior to the September 15, 2020 Letter of Intent and Agreement.

PSM will share such relocation costs, not to exceed \$200,000, including costs of relocating contracted events and relocating the OKC Blue. PSM agrees to make an initial payment of \$60,000 to OCPPA for the relocation of OKC Blue. PSM agrees to share the remaining costs associated with relocating and/or buying out other contracted events with

OCPPA on a 50/50 basis. The City will continue to work with ASM Global to negotiate relocation expenses as details for compensation are finalized.

The City will front relocation expenses and PSM will pay the City for final relocation costs up to a maximum of \$140,000 by December 31, 2021.

As part of the consideration to be paid for displacing the OKC Blue, the OCPPA will allow the OKC Blue to take the following equipment from the Cox Center that is necessary for their operation to be relocated to a different facility. PSM and ASM Global acknowledge that said equipment will not be available for their use:

- Digital scorer's table system
- Daktronics All Sport Scoring & Shot Clocks
- Spalding Goals
- 2019-20 Blue Game Floor
- TV RF System (in house system that distributes a feed to the locker rooms)
- 2019-20 Thunder Game Floor

11. *Catering and Use of Kitchen.* ASM Global shall continue to have access to the Kitchen and related catering space in the Cox Center. OCPPA desires that ASM Global continue to generate revenue through use of the Kitchen to provide catering to PSM and its clients and its subtenants and contractors. PSM agrees to use ASM Global for its catering needs to the extent possible. If PSM's subtenants or contractors want to use a caterer other than ASM Global, OCPPA, PSM and ASM Global will work together to develop a list of approved caterers who may use the Kitchen under the supervision and control of ASM Global. Any approved caterers must agree to comply with all reasonable rules and requirements promulgated by AMS Global for use of the kitchen, which includes the obligation to pay a 20% fee to ASM Global for use of the Kitchen. Such rules and requirements shall be subject to comment and approval of OCPPA.

12. *Use.* PSM will occupy the Leased Premises continuously and will not use or permit any portion of the Leased Premises to be used for any purpose other than for activities related to its film business activities and PSM or its clients and sub-tenants may not use the Leased Premises for any purpose, which is unlawful or done in violation as to mainstream film industry standards, such as pornographic films, or in a manner that increases the risk of casualty or the

rate of fire or casualty insurance covering the Building or its contents. In the event that any act of PSM or its clients or subtenants results in any increase in the cost of insurance covering the Building or its contents, PSM agrees to pay to OCPPA the amount of such increased cost as Additional Rent. PSM will conduct PSM's business and will control PSM's and its agents, employees, licensees, clients, sub-tenants and invitees in such a manner as not to create any nuisance or unreasonably interfere with, annoy, or disturb ASM Global or its licensees. PSM, in conjunction with ASM Global, will maintain the Leased Premises in a clean and healthful condition. PSM, at PSM's expense, shall comply and shall cause PSM's agents, employees, licensees, clients, sub-tenants, and invitees to comply fully with: (a) all laws pertaining to PSM's use of the Leased Premises; (b) all other legal requirements, including all applicable laws pertaining to air and water quality, hazardous materials, waste disposal, all emissions, and other environmental matters; and (c) all zoning and other land use regulations and laws, and any directive of any governmental authority, pursuant to law, which shall impose any duty upon OCPPA or ASM Global or PSM with respect to the use or occupancy of the Leased Premises. PSM will not erect or install any sign or other type of display whatsoever upon the exterior of the Building or on the Land, or upon or in any window of the Building, or any Common Area, without the prior written consent of OCPPA or ASM, which may be granted or withheld in OCPPA's sole discretion. OCPPA agrees to consult with PSM regarding planned renovations that may involve signage and displays. Any signs or other type of display which PSM installs without OCPPA's prior written consent may be removed by OCPPA, and PSM shall reimburse OCPPA for such cost promptly upon receipt of an invoice from OCPPA.

13. *Americans with Disabilities Act Requirements.* PSM is responsible for and will maintain the Common Areas of the Building in substantial compliance with the public accommodations provisions of Title III of the Americans with Disabilities Act of 1990, as amended (the "ADA"). In making any improvements or in constructing its stages and buildouts, PSM shall bear the cost of any improvements, repairs, renovations, or modifications to the Common Areas that may from time to time be required to bring the Leased Space into compliance or maintain compliance with Title III of the ADA. PSM agrees to be responsible for any alteration or renovation made by PSM that are not made in compliance with the ADA.

14. OCPPA's Services and Other Obligations. OCPPA and PSM hereby agree:

14.1 OCPPA's Services and Repairs. Through this agreement with ASM Global, OCPPA shall make all inspections and repairs to the mechanical, electrical, plumbing, and HVAC systems within the Cox Center providing service to the Leased Premises in a manner as customarily required for such equipment to be functional for their intended purposes. PSM will promptly notify OCPPA or ASM Global of any damage or malfunction of such systems of which PSM has knowledge. Within seventy-two (72) hours of notice from PSM of a malfunction, OCPPA or ASM Global will endeavor to repair the malfunctioning equipment. Any such repairs made necessary by the act, neglect, fault, or omission of PSM or PSM's agents, employees, invitees, or visitors shall be made by ASM Global at PSM's expense; and PSM shall promptly remit such cost to OCPPA as Additional Rent upon written demand therefore.

14.2 OCPPA's Reservation. Notwithstanding the foregoing, OCPPA reserves the right, without any liability to PSM, and without being in breach of any covenant or agreement of this Lease and Agreement, to temporarily interrupt or discontinue all or any portion of OCPPA's services hereunder at such times, and for so long as may be necessary in OCPPA's reasonable judgment, by reason of accident, unavailability of employees, strikes, riots, acts of God, or other events beyond the control of OCPPA. Reasonable advance notice shall be given to PSM for any anticipated interruption. OCPPA shall endeavor to limit disruptions to PSM's business.

15. Quiet Enjoyment. If PSM pays Rent herein required and performs the obligations of PSM hereunder, PSM will peacefully hold and enjoy the Leased Premises throughout the Lease Term.

16. Insurance. PSM and OCPPA shall each maintain the following insurance coverages provided in this Section:

16.1 PSM's Insurance. PSM will maintain or cause to be maintained the following policy or policies of insurance for fire and extended coverage insurance covering

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the PSM Improvements and PSM's property located in the Leased Premises; and PSM will maintain or cause to be maintained commercial general liability insurance, including contractual liability insurance, for injury to or death of any person occasioned by, arising out of, or in connection with occupancy of the Leased Premises, the limits of such policy or policies to be in an amount of not less than \$175,000.00 with respect to injuries to or death of any one person and in an amount of not less than \$1,000,000.00 with respect to any one occurrence.

- 16.2 *Evidence of Coverage.*** PSM will furnish to OCPPA on or before the Commencement Date, a certificate of insurance satisfactory to OCPPA, confirming the maintenance of such insurance and the payment of all premiums. Renewal certificates or copies of renewal policies will be delivered to OCPPA at least thirty (30) days prior to the expiration of any policy. To the fullest extent possible, PSM will obtain a written obligation on the part of each insurance company to notify OCPPA at least thirty (30) days prior to cancellation of such insurance.
- 16.3 *Carriers.*** All insurance required hereunder shall be issued by insurance companies licensed to do business in the State of Oklahoma and acceptable to OCPPA.
- 16.4 *OCPPA's Insurance.*** OCPPA will maintain insurance on the building in the same manner it does with all other property it leases or owns, subject to the provisions and limitations of the Oklahoma Governmental Tort Claims Act.
- 16.5 *Waiver of Certain Claims.*** Each of the parties hereby releases the other from all liability for damage due to any act or neglect of the other (except as hereinafter provided) occasioned to property owned by said parties, which is or might be incident to or the result of any casualty for which either of the parties is now carrying, is required by this Lease to carry, or may hereafter carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by the deliberate, harmful act of either of the parties hereto or their agents, employees, or other Persons acting on their behalf. OCPPA and

PSM further agree that any insurance they obtain pursuant hereto shall contain an appropriate provision whereby the insurance company or companies consent to the mutual release of liability contained herein and waive all right of recovery by way of subrogation against OCPPA or PSM in connection with any loss or damage covered by any such policies. Upon request by either party, PSM or OCPPA shall provide the other with proof of insurance containing evidence of the insurer's acknowledgement of the provisions of this Section.

17. *Maintenance and Alterations.* OCPPA and PSM agree as follows:

17.1 *OCPPA's Responsibilities.* Except as otherwise provided in this Lease, OCPPA agrees to maintain the leased space in good order and repair and to make all necessary structural repairs to the Building, including the Leased Premises, as and when required. OCPPA reserves the right to connect to, maintain, and repair pipes, ducts, conduits, cables, plumbing, vents, and wiring that is in, to, and through the Leased Premises, as and to the extent OCPPA deems reasonably necessary, convenient, or appropriate for the proper operation and maintenance of the Building. OCPPA shall not be liable to PSM for any damage or inconvenience and PSM shall not be entitled to any abatement or reduction of Rent by reason of any repairs, alterations, or additions made by OCPPA.

17.2 *PSM's Maintenance Obligations.* PSM will, at PSM's expense, maintain the non-structural portions of the interior of the Leased Premises in sound condition and good repair. Additionally, upon prior written approval of OCPPA, PSM will repair or replace any damage done to the Leased Premises by PSM or PSM's agents, employees or licensees. PSM will not commit or allow any waste or damage (ordinary wear and tear excepted) to be committed on any portion of the Leased Premises. If PSM fails to make such repairs promptly, OCPPA, at OCPPA's option, may make such repairs and PSM shall pay OCPPA as Additional Rent, within sixty (60) days following receipt of an invoice therefor, OCPPA's actual out-of-pocket costs incurred in making the repairs.

17.3 Alterations. PSM will make no alterations or additions to the Leased Premises without the prior written consent of OCPPA. PSM shall make no modifications or alterations to the Building structure and systems without OCPPA's prior written approval, which OCPPA may grant or withhold in OCPPA's sole discretion. All repairs and permitted alterations or additions to the Leased Premises will be performed at PSM's expense: (a) by OCPPA or Persons designated by OCPPA; or (b) by PSM; or (c) by Persons designated by PSM and approved by OCPPA.

18. Assignment; Subletting. Except as otherwise permitted under this Lease Agreement, PSM will not assign or encumber this Lease or any interest herein, sublet the Leased Premises in whole or in part, or suffer any other person to occupy the Leased Premises or any portion thereof without the prior written consent of OCPPA, which consent shall not be unreasonably withheld. Any such assignment, encumbrance, subletting, or occupancy without such consent will be void. If PSM desires to assign or encumber this Lease or sublet the Leased Premises or any part thereof, PSM will give OCPPA written notice of such desire, specifying the name of the proposed assignee, mortgagee, or sublessee, the proposed effective date, and all other terms of the proposed assignment, encumbrance, or sublease at least thirty (30) days prior to the date of such assignment, encumbrance, or sublease is proposed to be effective. OCPPA will have the option for a period of ten (10) days after receipt of such notice to: (a) permit PSM to assign, encumber or sublet such portion of the Leased Premises; or (b) refuse to consent to the proposed assignment, encumbrance or subletting and continue this Lease in effect as to the entire Leased Premises. The failure by OCPPA to exercise any of the foregoing options within the time provided will be deemed an exercise of option (b) above. Notwithstanding any consent granted by OCPPA, PSM will at all times remain fully liable for the payment of Rent and for the performance of PSM's obligations hereunder. No consent granted by OCPPA will constitute a waiver of the provisions of this Lease except as to the specific instance covered thereby. PSM shall pay for the costs of OCPPA's expenses in reviewing the proposal and drafting the necessary documents, if any, including reasonable attorney fees incurred by OCPPA.

19. Condemnation. If the Leased Premises or the Building is taken or condemned in whole or in part for any public use or purpose by right of eminent domain, or is transferred by

agreement in connection with, in lieu of, or under threat of condemnation, the Lease Term and the leasehold estate created hereby will, at the option of PSM, terminate as of the date of the taking. OCPPA will receive the entire award from such taking (or the entire compensation paid on account of any transfer by agreement). PSM will have no claim to any such award, and PSM assigns any right it might have to recover any money by the taking to OCPPA. PSM, however, shall be entitled to claim, prove and receive in any condemnation proceeding such awards as may be allowed under applicable law for lost profits and/or business income, fixtures and other equipment installed by PSM, but only if such award shall be made by the court in addition to (and shall in no manner whatsoever reduce) the award made by the court to OCPPA for the Land and Building (including the Leasehold Improvements) or part thereof so taken. For purposes of this Section only, the term "Building" shall not include parking facilities, driveways, or non-paved landscaped exteriors.

20. Casualty. The following provisions shall apply to damage or destruction to the Building or the Leased Premises:

20.1 Damage to Leased Premises Only. If the Leased Premises are damaged by fire or other casualty, PSM shall give prompt written notice thereof to OCPPA. If such damage cannot be repaired within one hundred twenty (120) days from the date of such casualty (as estimated by OCPPA as soon as reasonably practicable after the occurrence of such damage), this Lease, at the option of OCPPA or PSM, exercised by giving written notice thereof to the other within 60 days after the occurrence of such damage, will terminate as of the date such notice is given. On such termination PSM will pay Rent and all other obligations of PSM apportioned to the date on which such damage occurred and will immediately surrender the Leased Premises to OCPPA. If the damage cannot be repaired within one hundred twenty (120) days, but neither OCPPA nor PSM exercises the option to terminate this Lease, OCPPA will make the necessary repairs to the Leased Premises and Leasehold Improvements, at PSM's expense if PSM agrees, (to the extent not covered by the proceeds of insurance carried by either party pursuant to the terms hereof), and this Lease will continue in effect, but Rent will be equitably reduced

or abated (as determined in the good faith judgment of OCPPA) until such repairs are made. Rent will not be abated or reduced so long as PSM's continued occupancy of the Leased Premises is not materially interrupted.

20.2 *Damage to Building.* If the Building, but not the Leased Premises, shall be so damaged by casualty that substantial alteration or reconstruction of the Building shall, in OCPPA's sole judgment, be required or in the event of any material uninsured loss to the Building, OCPPA may, at OCPPA's option, terminate this Lease by notifying PSM in writing of such termination within one hundred twenty (120) days after the date of casualty. On such termination PSM will pay Rent and all other obligations of PSM apportioned to the date of termination and PSM will immediately surrender the Leased Premises to OCPPA. If OCPPA does not exercise the option to terminate this Lease within one hundred twenty (120) days following such casualty, OCPPA will repair and restore the Building and the Common Areas at OCPPA's expense. Rent will not be abated or reduced during such restoration or repair so long as PSM's continued occupancy of the Leased Premises is not materially interrupted.

20.3 *No Liability.* OCPPA shall not be liable to PSM for any inconvenience or annoyance to PSM or injury to the business of PSM resulting in any way from such damage or OCPPA's restoration work, other than abatement of Rent, as and when applicable in accordance with this Section. Notwithstanding anything herein to the contrary, if the Leased Premises or any other portion of the Building is damaged by any casualty resulting from the fault or negligence of PSM or any of PSM's agents or employees, the Rent hereunder shall not abate and PSM shall be liable to OCPPA for the cost of repair and restoration of the Building and Leased Premises to the extent such cost and expenses are not covered by insurance proceeds.

20.4 *Holder's Requirements.* Any provisions of this Section to the contrary notwithstanding, PSM hereby acknowledges that in the event any Holder under any Encumbrance should require that proceeds of insurance be used to retire the

indebtedness secured thereby in accordance with the provisions of such Encumbrance. OCPPA shall have no obligation to rebuild or restore the Building, and this Lease shall terminate on thirty (30) days written notice to OCPPA.

21. *Entry.* OCPPA and ASM Global, as OCPPA's designated manager of the Cox Center, its agents, employees, and contractors will have the right to enter the Leased Premises at all reasonable hours (or, in any emergency, at any hour), to inspect, clean, repair, or alter the Leased Premises as OCPPA may deem necessary or to comply with Legal Requirements. PSM will not be entitled to any abatement or reduction of Rent by reason thereby, nor shall any such entry for such purposes constitute an actual or constructive eviction of PSM. OCPPA may also enter the Leased Premises at any time upon reasonable notice to PSM to conduct economic appraisal of the Building or to show the Leased Premises to prospective purchasers and Lessees.

22. *Surrender of Leased Premises.* Upon the Expiration Date or other termination of this Lease, PSM shall quit and surrender the Leased Premises, together with all items comprising the Leasehold Improvements as set forth in Section 4 herein, and such Leased Premises shall be broom clean and in good condition and repair, reasonable wear and tear accepted. PSM shall ascertain from OCPPA at least thirty (30) days prior to the Expiration Date or other termination of this Lease whether OCPPA requires PSM to restore the Leased Premises or any particular part thereof to the condition which existed at the Commencement Date. Upon notification from OCPPA, PSM, at PSM's sole cost and expense, shall restore the same before the Expiration Date or other termination date, and PSM shall remove from the Leased Premises all property PSM is entitled to remove under Section 4, together with any alterations, additions, and improvements which OCPPA has given PSM written instructions to remove. PSM, at PSM's expense, shall immediately repair any damage to the Leased Premises resulting from the removal of PSM's unattached, movable property, or property OCPPA has given PSM written instructions to remove, unless such damage is caused by OCPPA's negligence. If the Leased Premises are not surrendered as provided herein, PSM shall indemnify OCPPA against any loss or liability resulting from the delay of PSM in surrendering the Leased Premises including, without limitation, any claims made by any succeeding PSM whose occupancy of the Leased Premises

has been delayed. PSM's obligation under the preceding sentence shall survive the Expiration Date or other termination of the Lease.

22.1 *Holding Over.* If PSM continues to occupy the Leased Premises after the Expiration Date or other termination of the Lease, such holding over will, unless otherwise agreed by OCPPA in writing, constitute a tenancy at will. In that case, PSM shall pay to OCPPA an amount equal to one and one-half (1.5) times the amount of Rent payable during the last month prior to the scheduled Expiration Date or other termination of the Lease and be subject to all of the other provisions set forth herein.

22.2 *Abandoned Property.* OCPPA may, at OCPPA's option, take possession of all personal property not removed by PSM from the Leased Premises if OCPPA receives notice or has a reasonable belief PSM has abandoned or failed to continue to occupy the Leased Premises. Additionally, any personal property not removed by PSM within thirty (30) days of the Expiration Date or any other termination of the Lease will be conclusively presumed to have been abandoned by PSM. On the occurrence of any such event OCPPA may remove and store such property, at the expense of PSM, without being liable to PSM therefore. OCPPA will thereafter comply with all notice requirements as applicable, and other procedures required by the Laws of the State of Oklahoma with respect to the disposition of abandoned or unclaimed property and notify PSM in writing, at the notice address set forth herein or as otherwise required by Law, of such event. If PSM fails to recover such property from OCPPA within fourteen (14) days after such notice, OCPPA may dispose of such property in any commercially reasonable manner permitted by such Laws and apply any net proceeds, after deducting any actual and direct costs and fees incurred in securing, storing, and selling such property, against any Rent or other amounts due hereunder, or if no amounts are due OCPPA hereunder, then to PSM.

23. *Default.* The following shall be deemed to be events of default by PSM hereunder ("PSM Defaults" or "Default") if not cured within the applicable cure period:

- 23.1 *Monetary Default.*** PSM's failure to pay any Rent or other sums payable by PSM hereunder within thirty (30) days from the due date.
- 23.2 *Non-Monetary Defaults.*** PSM's failure to cure any of the following events within sixty (60) days after written notice thereof to PSM: (a) material failure to comply with any term of this Lease or the Building Regulations to be observed by PSM, other than non-payment of any Rent when due; (b) PSM's abandonment of the Leased Premises; (c) discovery of any material misrepresentation or omission made with respect to PSM's disclosure of PSM's financial condition as submitted by PSM to OCPPA; or (d) the making by PSM of a transfer in fraud of creditors or an assignment for the benefit of creditors.
- 23.3 *Other Defaults.*** The following events shall also be deemed events of default by PSM if the same are not dismissed within sixty (60) days of the filing thereof: (a) the filing by or against PSM of any proceeding under the federal bankruptcy act or any similar Law; (b) the adjudication of PSM as bankrupt or insolvent in proceedings filed under the federal bankruptcy act or any similar Law; or (c) the appointment of a receiver for PSM or for any assets of PSM.

24. *Remedies.* On the occurrence of any Default, OCPPA has the option, but not the obligation, to do any one or more of the following without any further notice or demand, in addition to and not in limitation of any other remedy permitted by Law, in equity, or by this Lease:

- 24.1 *Termination.*** OCPPA may terminate this Lease by written notice for any or no reason in OCPPA's sole discretion, in which event PSM will immediately surrender the Leased Premises to OCPPA (in accordance with the provisions set forth in Section 16). If PSM fails to do so, OCPPA may without notice and without prejudice to any other remedy OCPPA might have, enter and take possession of the Leased Premises and remove PSM and PSM's property therefrom without being liable to prosecution or any claim for damages therefore.
- 24.2 *Reletting.*** OCPPA may enter and take possession of the Leased Premises without terminating this Lease and without being liable to prosecution or any claim for

damages therefore. OCPPA may change the locks on the doors to the Leased Premises to exclude PSM therefrom and immediately discontinue furnishing any utilities and other services OCPPA has been providing. If OCPPA terminates PSM's possession of the Leased Premises, either with or without terminating the Lease, then either: (a) the aggregate amount of the Base Rent for the remainder of the Lease Term shall at once mature and be immediately due and payable by PSM to OCPPA, and OCPPA shall have the right to immediate recovery of all such amounts, together with interest thereon as provided hereinabove; or (b) OCPPA may relet the Leased Premises either in the name of OCPPA or as the agent of PSM and receive the rent therefore, in which event PSM will pay to OCPPA, on demand, the reasonable costs of renovating, repairing, and altering the Leased Premises and any deficiency that might arise by reason of such reletting. Such reletting, if undertaken at OCPPA's sole discretion, may be for such term or terms (which may be greater or less than the then balance of the Lease Term hereunder) and on such conditions (which may include concessions or free rent) as OCPPA in OCPPA's absolute discretion may determine. OCPPA will have no duty to relet the Leased Premises and the failure of OCPPA to relet the Leased Premises will not release or affect PSM's liability for Rent or for damages determined in accordance with applicable Law. In addition, OCPPA shall have the right from time to time to recover from PSM all Additional Rent thereafter accruing pursuant to Section 3.2.

24.3 *Rents from Reletting.* OCPPA may collect the rents from any reletting and apply the same in the following order: (a) the payment of costs and expenses of reentry (including reasonable attorney fees), redecoration, repair, and alterations; and (b) to the payment of Rent accrued and to accrue hereunder. Any excess shall belong solely to OCPPA. OCPPA may, at any time and from time to time, sue and recover judgment for any deficiencies remaining after the application of the proceeds of reletting as provided above.

- 24.4** *No Abatement.* Any action committed by OCPPA pursuant to this Section shall in no way cause or result in any abatement of Rent or any other charge payable by PSM hereunder.
- 24.5** *Damages.* Nothing herein contained shall limit or prejudice the right of OCPPA to prove for and obtain as damages by reason of such termination, an amount equal to the maximum allowed by applicable Law.
- 24.6** *Option to Perform.* OCPPA may perform or cause to be performed, but is under no obligation to perform, the obligations of PSM hereunder and may enter the Leased Premises to accomplish such purpose without being liable to prosecution or any claim for damages therefore. PSM agrees to reimburse OCPPA on demand for any expense or cost, including reasonable attorney fees, which OCPPA might or does incur in effecting compliance with this Lease on behalf of PSM. PSM further agrees that OCPPA shall not be liable or responsible for any loss, inconvenience, annoyance, or damage resulting to PSM or anyone holding under PSM for any action taken by OCPPA pursuant to this Section, whether caused by the negligence of OCPPA or otherwise.
- 24.7** *Attorney Fees.* If OCPPA is the prevailing party in any action under this Lease as a result of PSM's Default or consults or places this Lease or any amount payable by PSM hereunder with an attorney for the enforcement of any of OCPPA's rights hereunder, PSM agrees in each such case to pay to OCPPA the reasonable fees and other expenses incurred by OCPPA in connection therewith (including without limitation, all costs and reasonable attorney fees incurred by OCPPA in enforcing and collecting on any judgment rendered against PSM in OCPPA's favor) to the extent permitted by Law.
- 24.8** *Reservation of Rights.* The rights granted to or reserved by OCPPA in this Lease are cumulative of every other right or remedy which OCPPA might otherwise have at law or in equity and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

24.9 Non-Waiver. No action by OCPPA during the Lease Term will be deemed an acceptance of an attempted surrender of the Leased Premises and no agreement to accept a surrender of the Leased Premises will be valid unless made in writing and signed by OCPPA. No re-entry or taking possession of the Leased Premises by OCPPA will be construed as an election by OCPPA to terminate this Lease, unless a written notice of termination is given to PSM. Notwithstanding any such reletting, re-entry, or taking possession, OCPPA may at any time thereafter elect to terminate this Lease for a previous Default. OCPPA's acceptance of Rent following the occurrence of a Default will not be construed as OCPPA's waiver of such Default. No waiver by OCPPA of any Default will be deemed to constitute a waiver of any other or future Default hereunder. Forbearance by OCPPA to enforce one or more of the remedies herein provided will not be deemed to constitute a waiver of any Default. No provision of this Lease will be deemed to have been waived by OCPPA unless such waiver is in writing and signed by OCPPA.

25. OCPPA's Transfer. In the event OCPPA transfers OCPPA's interest in the Building, OCPPA will thereby be released from any further obligation hereunder. The transferee will thereafter be liable for the performance of any obligations of OCPPA hereunder, and PSM agrees to attorn and look solely to the transferee for the performance of such obligations. The agreement of PSM to attorn to the transferee of OCPPA will survive any termination of rights of OCPPA in the Building, and PSM agrees to execute and deliver to the transferee or OCPPA from time to time within thirty (30) days after written request therefore, all instruments which might be required by OCPPA to confirm such attornment.

26. Subordination. This Lease and PSM's rights hereunder will, at OCPPA's option, be subject and subordinate to all Encumbrances. PSM agrees to execute and deliver to OCPPA from time to time within thirty (30) days after written request by OCPPA, all instruments which might be required by any Holder to confirm such subordination. Notwithstanding the foregoing, PSM agrees that any Holder will have the right at any time to subordinate any rights of such Holder to

the rights of PSM under this Lease on such terms and subject to such conditions as such Holder deems appropriate in such Holder's absolute discretion.

27. *Certificates.* PSM agrees to execute and deliver from time to time within thirty (30) days after written request by OCPPA, a certificate, to the extent true or except as otherwise set forth in the certificate, certifying: (a) that PSM has entered into occupancy of the Leased Premises and is presently open and conducting PSM's business in the Leased Premises; (b) the amount of Base Rent payable by PSM hereunder; (c) that this Lease is in full force and effect and has not been assigned, modified, supplemented, or amended; (d) that neither OCPPA nor PSM is in default hereunder; (e) that this Lease represents the entire agreement between OCPPA and PSM pertaining to the Leased Premises; (f) the Expiration Date; (g) that all conditions under this Lease to be performed by OCPPA have been satisfied; (h) that no Rent has been paid more than thirty (30) days in advance of its due date; (i) that no defense or offset currently exists or is claimed by PSM against OCPPA or against enforcement of this Lease by OCPPA; (j) that the address for notices to be sent to PSM is as set forth in such certificate or at the Leased Premises; (k) that PSM will look only to OCPPA for return of any deposit hereunder; and (l) such other certifications which might reasonably be required by OCPPA. The certificate will also contain an agreement by PSM with Holder that after the date of such certificate, PSM will not: pay any Rent more than thirty (30) days in advance of its due date; surrender or consent to the modification, amendment, or termination of this Lease by OCPPA without the prior written consent of the Holder; or seek to terminate this Lease by reason of any default by OCPPA, until PSM has given thirty (30) days prior written notice of such default to Holder and such default shall not have been cured within a reasonable time after giving such notice.

28. *Hazardous Materials.* If the presence of Hazardous Material within the Building or the Leased Premises caused or permitted by PSM results in contamination of the Leased Premises, or if contamination of the Building or the Leased Premises by Hazardous Material otherwise occurs for which PSM is legally liable to OCPPA for damage resulting therefrom (a "Discharge"), then PSM shall indemnify, defend, and hold OCPPA harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses incurred by OCPPA (including diminution in value of the Leased Premises, damages for the loss or restriction on use

of rentable or usable space or of any amenity of the Leased Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney fees, consultant fees, and expert fees) which arise during or after the Lease Term as a result of such contamination. This indemnification includes costs incurred by OCPPA in connection with any investigation of site conditions and any action to remedy any contamination of the Land, Building, or Leased Premises from such Discharge, including any clean-up, remedial, removal, or restoration work required by any Governmental Authority because of Hazardous Material present in the soil or ground water on or under the Land. Without limiting the foregoing, if the presence of any Hazardous Material within the Building or the Leased Premises caused or permitted by PSM results in Discharge, PSM shall promptly take all actions at its sole expense as are necessary to return the Land, Building, or Leased Premises to the condition existing prior to the Discharge; provided that OCPPA's approval of such actions shall first be obtained. The foregoing indemnity shall survive the Expiration Date or earlier termination of this Lease.

28.1 *Indemnification.* If the presence of Hazardous Material within the Building or the Leased Premises caused or permitted by PSM results in contamination of the Leased Premises, or if contamination of the Building or the Leased Premises by Hazardous Material otherwise occurs for which PSM is legally liable to OCPPA for damage resulting therefrom (a "Discharge"), then PSM shall be required to indemnify, defend, and hold OCPPA harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses incurred by OCPPA (including diminution in value of the Leased Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Leased Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney fees, consultant fees, and expert fees) which arise during or after the Lease Term as a result of such contamination. This indemnification includes costs incurred by OCPPA in connection with any investigation of site conditions and any action to remedy any contamination of the Land, Building, or Leased Premises from such Discharge, including any clean-up, remedial, removal, or restoration work required by any

Governmental Authority because of Hazardous Material present in the soil or ground water on or under the Land. Without limiting the foregoing, if the presence of any Hazardous Material within the Building or the Leased Premises caused or permitted by PSM results in Discharge, PSM shall promptly take all actions at its sole expense as are necessary to return the Land, Building, or Leased Premises to the condition existing prior to the Discharge; provided that OCPPA's approval of such actions shall first be obtained. The foregoing indemnity shall survive the Expiration Date or earlier termination of this Lease.

28.2 *Disclosure.* Promptly following written request from OCPPA, PSM shall disclose to OCPPA the names and amounts of all Hazardous Materials or any combination thereof, which were stored, used, or disposed of on the Leased Premises, or which PSM intends to store, use, or dispose of on the Leased Premises.

28.3 *Inspection.* OCPPA and its agents shall have the right, but not the duty, to inspect the Leased Premises at any time to determine PSM's compliance with the terms of this Section. If PSM is not in compliance herewith, OCPPA shall have the right to immediately enter upon the Leased Premises to remedy any Discharge caused by PSM's failure to comply, and PSM shall reimburse OCPPA for all costs and expenses incurred by OCPPA. OCPPA shall use reasonable efforts under the circumstances to minimize interference with PSM's business, but shall not be liable for any interference caused thereby.

28.4 *Default.* Any default under this Section shall be a material Default enabling OCPPA to exercise any of the remedies set forth herein.

29. *Miscellaneous.* OCPPA and PSM further agree as follows:

29.1 *Brokerage.* OCPPA and PSM hereby acknowledge that the lease of space contemplated herein was brought about solely by the efforts of OCPPA and PSM, and PSM has dealt with no brokers in connection with the leasing of the Leased Premises. If any lawful claims for commissions are ever made in connection with this Lease, all such lawful claims shall be handled and paid by PSM.

29.2 *Notices.* Any notice to be given hereunder will be deemed to be given three (3) days after being deposited with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as stated below, or on the day of its personal delivery to the office of the respective party set forth below; and if faxed or delivered by overnight courier, such notice will be deemed to be given on the business day immediately following the day on which it was faxed or deposited with the courier.

Notice to PSM:

Prairie Surf Media
c/o John Michael Williams
Williams, Box, Forshee & Bullard, P.C
522 Colcord Drive
Oklahoma City, Oklahoma 73102-2202

Notice to OCPPA:

Oklahoma City Public Property Authority
Attn: City Clerk/Secretary
200 N. Walker, 2nd Floor
Oklahoma City, Oklahoma 73102

Notice to ASM Global

ASM Global
Attention: Chris Semrau,
One Myriad Gardens
Oklahoma City, Oklahoma 73102

Any Party may at any time designate any other address for notices by giving written notice thereof to the other party.

29.3 *Joint and Several Liability.* If PSM comprises more than one Person, PSM's obligations hereunder are joint and several.

29.4 *Attorney Fees.* If either party is required to hire an attorney because of the breach by the other of any provision of this Lease, then the prevailing party will be

entitled to receive its reasonable attorney fees and expenses from the other to the extent permitted by Law.

- 29.5 *Entire Agreement and Amendment.*** PSM agrees that there are no representations, understandings, stipulations, agreements, or promises pertaining to this Lease or the Leased Premises which are not incorporated herein. This Lease will not be altered, waived, amended, or extended, except by a written agreement signed by OCPPA and PSM.
- 29.6 *Severability.*** If any clause or provision of this Lease is illegal, invalid, or unenforceable under any present or future Law, the remainder of this Lease will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible which is legal, valid, and enforceable.
- 29.7 *Binding Effect.*** The provisions of this Lease will be binding on and inure to the benefit of OCPPA and PSM and their respective successors and permitted assigns.
- 29.8 *Governing Law.*** This Lease will be construed and enforced according to the internal Laws of the State of Oklahoma. All claims, disputes, and other matters in question arising out of or relating to this Lease, or the breach thereof, will be decided by proceedings instituted and litigated in the District Court of Oklahoma County, State of Oklahoma.
- 29.9 *Limitation of Damages to PSM.*** In the event of any alleged default of OCPPA hereunder, PSM shall not seek to secure any claim for damages or indemnification by any attachment, levy, judgment, garnishment, or other security proceedings against any property of OCPPA, other than OCPPA's interest in the Cox Center, if any. Such right of execution shall be subordinate and subject to any encumbrance upon the Cox Center.
- 29.10 *Time.*** Time is of the essence in the performance of OCPPA's and PSM's respective obligations hereunder.

- 29.11** *OCCPA Approvals.* Approvals or other actions of OCCPA contemplated by this Agreement may be given by its General Manager or the designee of same.
- 29.12** Obligations of PSM to restore the Leased Premises upon termination of this Lease may be waived by OCCPA if the Cox Center is to be demolished or otherwise.
- 29.13** In the event ASM's agreement(s) with OCCPA regarding the Cox Center terminate, this Agreement shall be deemed to be an agreement between OCCPA and PSM.

[Remainder of page is blank. Signature pages follow.]

SIGNATURE PAGE FOR PRAIRIE SURF MEDIA. LLC

3rd APPROVED by Prairie Surf Media, LLC, and SIGNED by its Member/Manager this ___
day of December, 2020.

**Prairie Surf Media, LLC, an
Oklahoma limited liability company**

ATTEST:

Jim Michael Wilkins
Witness/Secretary

[Signature]
Member/Manager

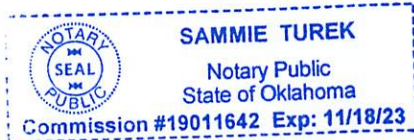
ACKNOWLEDGEMENT BY Prairie Surf Media, LLC,

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on December 3, 2020,
by Rachel Cannon, known to me as the
Member/Manager of Prairie Surf Media, LLC, an Oklahoma limited liability company.

Seal or [Signature]
Notary Public

My Commission Expires: 11/18/23
Commission # 19011642



SIGNATURE PAGE FOR THE OKLAHOMA CITY PUBLIC PROPERTY
AUTHORITY

APPROVED by the Trustees and **SIGNED** by the Chairman of the Oklahoma City
Public Property Authority this 8th day of December, 2020.

**THE OKLAHOMA CITY PUBLIC
PROPERTY AUTHORITY**

ATTEST:

Secretary

Chairman

REVIEWED for form and legality.



Deputy Municipal Counselor

ACKNOWLEDGEMENT BY OCPPA

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on _____, 2020,
by _____, known to me as the Chairman of
the Oklahoma CITY Public Property Authority, an Oklahoma public trust.

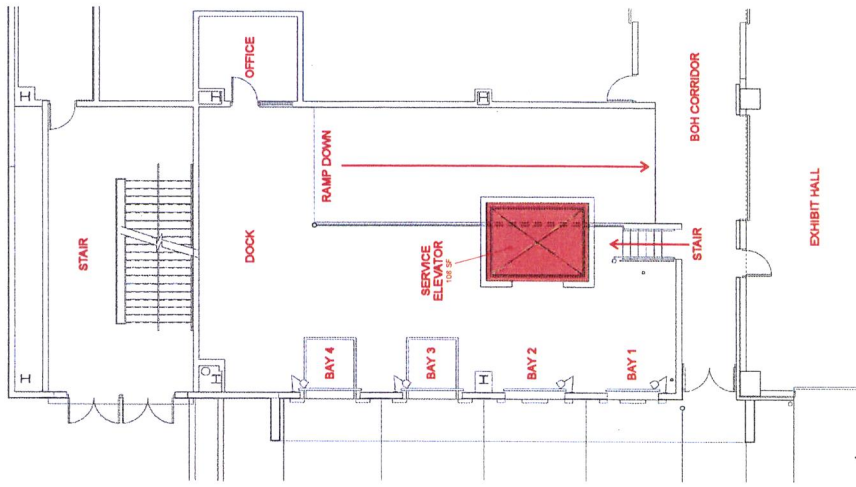
Seal or
My Commission Expires: _____
Commission # _____

Notary Public

EXHIBIT NO. 1

DIAGRAM OF THE COX CENTER SHOWING SPACES CONTROLLED BY ASM GLOBAL AND PSM.

LEVEL 1

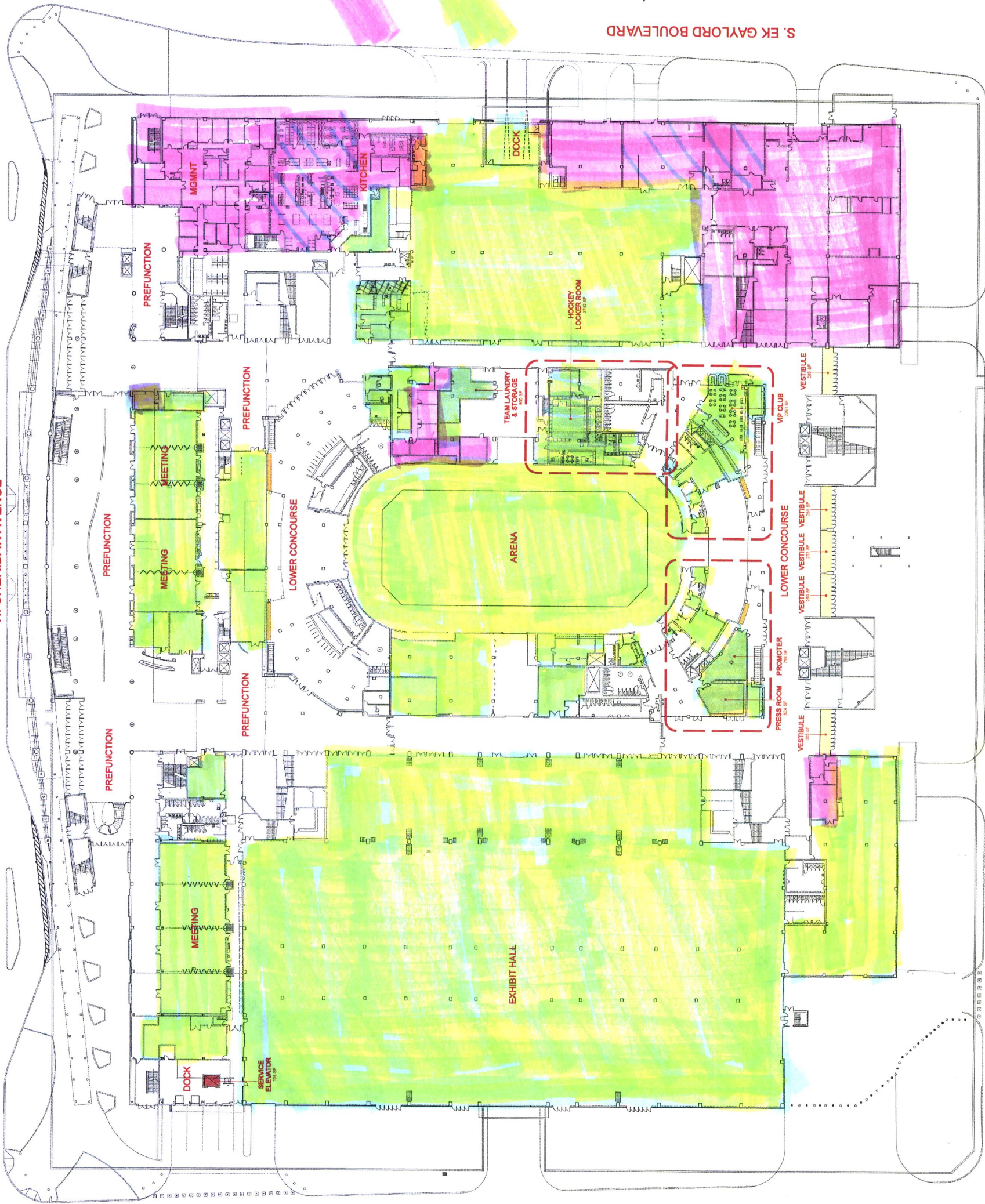


Enlarged Elevator Plan
Scale: 1/8"=1'-0"

RENOVATED AREA SUMMARY

LEVEL 1	3742 SF
HOCKEY LOCKER ROOM (Office A or B)	900 SF
TEAM LAUNDRY & STORAGE	2251 SF
VIP CLUB	824 SF
PRESS ROOM	799 SF
PROMOTER	108 SF
SERVICE ELEVATOR	1343 SF
VESTIBULES	9905 SF
TOTAL LEVEL 1	9905 SF
LEVEL 2	3759 SF
HOCKEY TEAM STORE	1682 SF
LOGE BOXES	908 SF
KITCHEN	108 SF
SERVICE ELEVATOR	464 SF
AV STORAGE	72 SF
BEVERAGE STATION	72 SF
TOTAL LEVEL 2	6973 SF
LEVEL 3	1378 SF
PARTY DECK	1378 SF
TOTAL LEVEL 3	1378 SF
LEVEL B	108 SF
SERVICE ELEVATOR	127 SF
ELEVATOR EQUIPMENT STORAGE	156 SF
TOTAL LEVEL B	371 SF
GRAND TOTAL	18,689 SF

Overall Floor Plan
Scale: 1"=30'-0"



ASM
68,750

PSM
254,500

Total SF
323,250



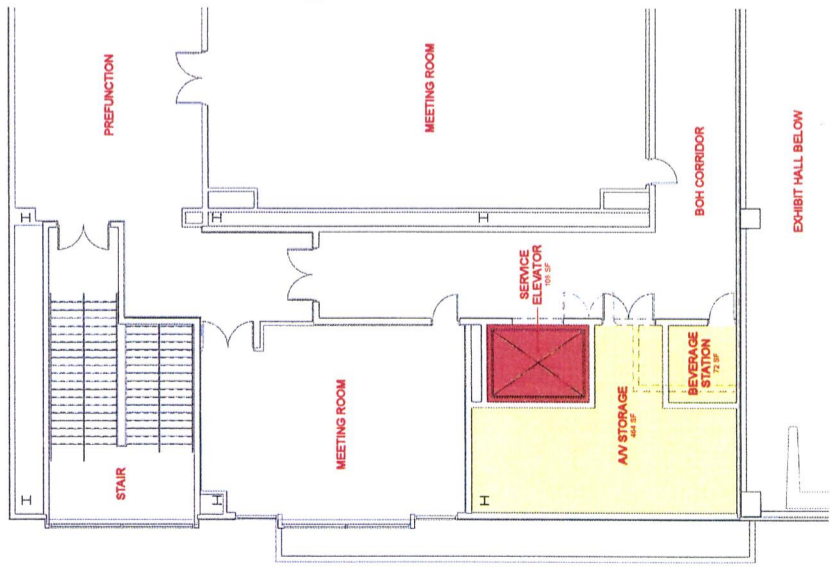
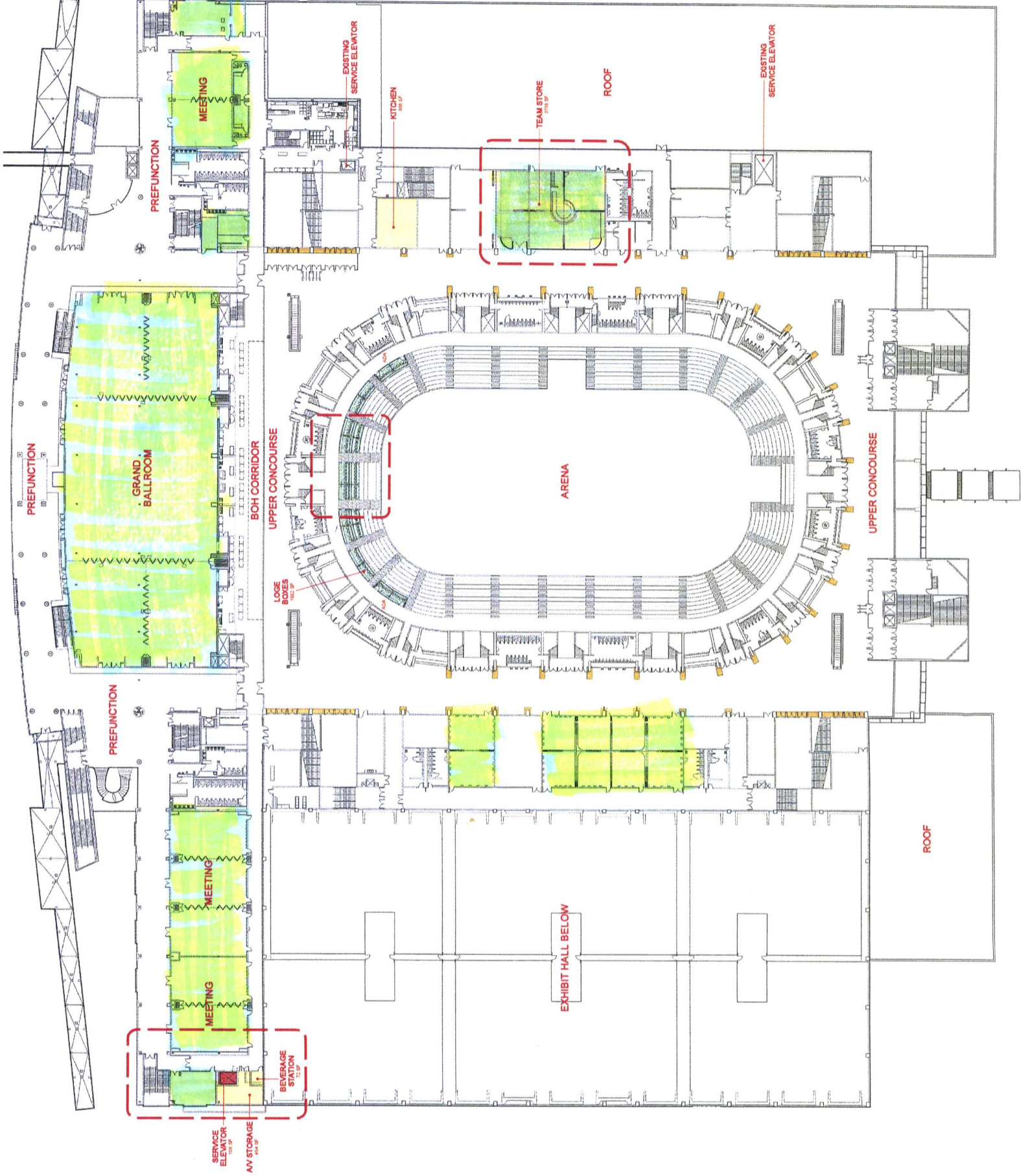
The City of
OKLAHOMA CITY



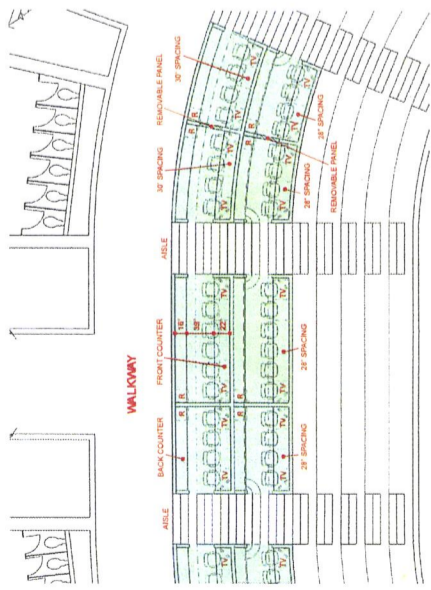
COX CENTER HOCKEY IMPROVEMENTS
Schematic Design Submission
December 23, 2011

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LEVEL 2



Enlarged Elevator Plan
Scale: 1/8" = 1'-0"
North 0 8 16 32



Enlarged Loge Box Plan
Scale: 1/8" = 1'-0"
North 0 8 16 32

Overall Floor Plan
Scale: 1" = 30'-0"
North 0 30 60 120



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