

**COMMERCIAL LEASE AGREEMENT**

THIS AGREEMENT entered into this 03 / 31 / 2022 day of March 2022, by AND between Equity Commercial Realty, LLC herein referred to as "Landlord", and City of Norman hereinafter, referred to as "Tenant" witnesses:

1. In consideration of the promises and payments hereinafter set forth, Landlord herewith leases to Tenant, and Tenant leases from Landlord, the following described real property and Premises, under the terms and conditions as set forth herein:

**APPROXIMATE SQ. FT: 10,500 SF +/-**  
**ADDRESS: 1910 Research Park Blvd (the "Leased Premises" or the "Premises")**  
**CITY/STATE: Norman, OK 73069**  
**PREMISES: Exhibit "A"**  
**LANDLORD WORK/QUOTE: Exhibit "B-1"**  
**AMORTIZATION TABLE: Exhibit "B-2"**  
**RULES AND REGULATIONS: Exhibit "C"**  
**TENANT ESTOPPEL STATEMENT: Exhibit "D"**  
**TENANT ACCEPTANCE LETTER: Exhibit "E"**

2. **LEASE PERIOD.** The term of this Lease shall be for a period of **Five (5) Years** estimated to begin July 1, 2022, but no later than 10 days after City of Norman issues a Certificate of Occupancy or Temporary Certificate of Occupancy.

2.1 **City Council Approval.** This Agreement is contingent upon Norman City Council's Approval on or before April 30, 2022. If this Agreement is not approved by City Council by April, 30, 2022, the Landlord shall have the right to cancel this Agreement immediately with written notice to Tenant.

2.2 **Annual Termination Clause.** Tenant has the right to terminate this Agreement on an annual basis with a Four (4) Month advance notice. In the event that funding for project is pulled, unamortized TI and remaining commission will be due to Landlord upon notice of Termination.

3. **USE OF PREMISES.** The Tenant shall not do or permit anything to be done on the Leased Premises or keep anything therein which would invalidate the Landlord casualty or liability insurance on the building, and the Tenant shall pay the Landlord as additional rent upon written notice the amount of any increase in the Landlord's insurance Tenant caused by things done or kept in the Leased Premises. The Premises shall be leased by Tenant for use as: **office/warehouse for City of Norman.**

4. **BASE ANNUAL RENT.** The base rate to be paid by Tenant for said Leased Premises shall be:

Month 1 – 60                      Annual Base Rent - \$97,125                      Monthly Rent - \$8,093.75 + CAM/NNN (see Section 11)

Monthly payments to be made under this Lease shall be due on the first of each month without demand, counterclaim, set-off and/or any deduction whatsoever. In the event Tenant is more than five (5) days late in making any monthly payment, or any checks given for rent are returned marked "insufficient", Tenant shall pay an additional fee of ten percent (10%) of such monthly payment. Any sum which remains unpaid for more than thirty (30) days following the date on which the same is due shall bear interest at the lesser of (i) 1 1/2% per month, or (ii) the greatest amount that can lawfully be charged, from the date on which such sum was payable until paid. Such interest shall be in addition to the late fee described above. The amounts payable hereunder shall be in addition to, and not in limitation of, other remedies available hereunder or under law. Such late payment, penalty, and interest paid by Tenant, or acceptance thereof by Landlord, shall not be deemed a waiver of relinquishment by Landlord of any of its rights or remedies under this Agreement.

4.1 **AppFolio/Tenant Portal.** Tenant is required to utilize the Owner's property management software (AppFolio) for submission of initial security deposit and monthly rent payments. The Property Manager will provide AppFolio log-on credentials immediately upon lease execution. AppFolio payment options include free e-checks or automatic debit/credit options (fees may apply). **Possession of the Premises will not occur until set-up of the Tenant Portal has been completed and the security deposit has been received.**

5. **SECURITY DEPOSIT.** A deposit of **\$0.00** payable on lease execution date is required. As security for the full and faithful performance by TENANT of each and every term, covenant and condition of this lease. In the event that TENANT defaults in respect to any of the terms, provisions, covenants, and conditions of this Lease, including but not limited to, payment of any rent, OWNER may use, apply, or retain the whole or any part of the security deposit so deposited for the payment of any such rent in default or for any other sum which OWNER may expend or be required to expend by reason of TENANT'S default, including any damages or deficiency in the reletting of the Leased Premises, whether such damages or deficiency may accrue before or after summary proceedings or other re-entry by OWNER. In the event that TENANT shall fully and faithfully comply with all terms,

provisions, covenants, and conditions of this Lease, the security deposit or any balance thereof shall be returned to TENANT after the time fixed as the expiration of the term. TENANT shall not be entitled to any interest on the aforesaid security deposit. In the absence of evidence satisfactory to OWNER of assignment of the rights to receive the security deposit, or the remaining balance thereof, OWNER may return the security deposit to the original TENANT, regardless of one or more assignments of this Lease itself. In the event of a bona fide sale of the Leased Premises, subject to this Lease, OWNER shall have the right to transfer the security deposit to the vendee for benefit of TENANT, OWNER shall be considered released by TENANT from all liability for the return of such security deposit and TENANT agreed to look solely to the new OWNER for the return of the security deposit. The preceding provisions shall apply to every transfer or assignment made of the security deposit to a new OWNER.

6. **INCREASE IN BASE ANNUAL RENTAL.** See Section 4 above.
7. **UTILITIES.** Tenant shall pay for all utilities associated with this Lease Premises.
8. **EXCESSIVE UTILITY CONSUMPTION.** Intentionally Deleted.
9. **PEST CONTROL.** Landlord shall be responsible for any pest control applications on an as needed basis.
10. **INSURANCE.**
  - 10.1 Tenant's Hazard Insurance. Landlord shall not be liable to Tenant in any manner for any loss or damage to Tenant's property, including, by way of description and not limitation, fixtures, equipment, or inventory which may be occasioned by any casualty of any nature including, by way of description and not limitation, fire, wind, tornado, rain, flood or act of God.
  - 10.2 Tenant's Public Liability Insurance.. The parties recognize that Tenant is self-insured and enjoys limited sovereign immunity pursuant to the Oklahoma Governmental Tort Claims Act. Tenant will provide documentation of its status as a self-insured entity within thirty days of execution this lease by both parties.
  - 10.3 Certificates. Tenant shall deposit the policies of such insurance described in Section 10.1 and 10.2, or original certificates thereof, with the Landlord. Such policies shall be non-cancelable except upon ten (10) days prior written notice to the Landlord.
  - 10.4 Increased Fire Hazard. The Tenant shall not keep, use, sell or offer for sale in or upon the Leased Premises, any article or services which may be prohibited by the standard form of fire insurance policy. The shall pay any increase in premiums for fire and extended coverage insurance that may be charged during the term of this Lease on the amount of any insurance which may be carried by the Landlord on the Leased Premises, resulting from the type of merchandise or services sold by the Tenant in the Leased Premises, whether or not the Landlord has consented to the same, or from Tenant's use of the Premises, other than the Tenant's normal use permitted by this lease.
  - 10.5 Waiver of Subrogation. Landlord and Tenant hereby waive any and all right of recovery against one another, based upon the negligence of either party, their respective clients or employees, for real or personal property loss and/or damage occurring to the Leased Premises, or any part thereof, from perils insured against in fire and allied peril insurance policy required hereby.
  - 10.6 Increased Property Insurance. Should Tenant occupancy result in an increase of Landlord expense, the Tenant shall pay any increase in premiums for property insurance that may be charged during the term of this Lease on the amount of any insurance which may be carried by the Landlord on the Leased Premises, as a result of Tenant occupancy whether or not the Landlord has consented to the same.
  - 10.7 Indemnity. To extent of the law, Landlord and Tenant shall each indemnify, defend, and save harmless the other party and such other party's employees, agents, and contractors (the "Indemnified Parties") from and against any and all loss, damage, claim, demand, liability, or expense (including reasonable attorneys' fees) resulting from claims by third parties and based on any acts or omissions of the indemnitor, its employees, agents, and contractors in connection with the Building Project, but expressly excluding any acts or omissions which were the result of fraud, gross negligence or willful misconduct. The indemnitor shall have the right to assume the defense of any claim covered by this indemnity on behalf of both itself and the Indemnified Parties, provided that the lawyers selected by the indemnitor to handle such defense are reasonably satisfactory to the Indemnified Parties, the indemnitee has expressly agreed to such representation in writing, and such representation does not result in a conflict of interest for such lawyers. The Indemnified Parties may not settle any claim covered by this Indemnity section without the consent of the indemnitor.
11. **MAINTENANCE OF COMMON AREAS.** Landlord agrees that it will provide services to and for the benefit of the Premises as described in paragraphs 12.1, 12.2, and 12.3. Maintenance of common areas will be at the expense of Tenant. Tenant shall pay an annual common area maintenance charge of **\$1,741.25/month (\$1.99/SF)** for the first year and shall be adjusted annually to the actual cost. *See 11.1 for breakout of current actual expenses for 2021\**. The common area maintenance charge shall include those

items listed in Section 12 as well as Property Taxes, Property Insurance, Management, and any other expenses that are for the benefit for the entire center and use of all tenants. So long as Tenant is not in default hereunder LANDLORD agrees that it will provide services to and for the benefit of the Leased Premises as described in paragraphs 12.1, 12.2, and 12.3.

\*11.1 Expenses. CAM = \$0.84 Taxes = \$0.71 Insurance = \$0.44

*In the event Property Taxes are abated, Tenant shall receive a credit for an equal amount of abatement.*

12. **COMMON AREA.** All common areas including the parking area, sidewalks, service drives, or access shall be for the joint and common use of all tenants, their customers, invitees, and employees other than for the purpose of merchandising and public display.
- 12.1 Parking Area. Landlord shall clean the parking areas of the Premises, maintain the same in good order and repair, and maintain the lighting fixtures and striping thereon.
- 12.2 Common Area Utilities. Landlord shall pay all costs incurred as providing utilities for services in the common areas of the Premises.
- 12.3 Landscaping. Landlord shall maintain all landscaped areas in and around the Premises in good condition and appearance. in the Premises in good condition and appearance.
13. **REAL ESTATE TAXES.** During the term of this Lease, **Landlord** agrees and covenants to pay in full all ad valorem special assessments, and any other taxes levied or assessed against the Lease Premises, or any part thereof, except taxes on personal property, including merchandise inventory, owned by Tenant.
14. **PERSONAL PROPERTY TAXES.** Tenant shall be liable for all taxes levied against leasehold improvements, merchandise, personal property, trade fixtures and all other taxable property located in the Leased Premises. If any such taxes for which Tenant is liable are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of the Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Leased Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay Landlord, upon demand, that part of such taxes for which the Tenant is primarily liable pursuant to the terms of this Section. Tenant shall pay when due any and all taxes related to Tenant's use and operation of its business in the Leased Premises.
15. **OTHER TAXES AND FEES.** In the event the State of Oklahoma or any local municipality, or any other taxing jurisdiction begins to change or assess a sales/use tax on rent collections, or any type of utility related fee, the Tenant understands these costs will be passed through to the Tenant and will be collected monthly from the Tenant at the same time rent is due with the same late fee consequences. The Landlord will bill these charges to the Tenant for ease of accounting. If paid late, the Tenant will be responsible for all penalties and additional assessments.
16. **EMPLOYEE PARKING.** Tenant agrees to cooperate with Landlord in accommodating parking spaces for other Tenants and their customers. Including, but not limited to, requiring Tenant and its employees shall park in designated parking areas.
17. **MAINTENANCE AND REPAIRS.** Tenant and Landlord shall have the following obligations with respect to repair and maintenance:
- 17.1 Tenant's Obligations. Tenant shall take good care of and maintain the Premises and the fixtures, glass, appurtenances and equipment therein and at its sole cost and expense make all repairs to such fixtures, appurtenances and equipment including, but not limited to any and all heating and air conditioning units, plumbing, electrical, and fire/life safety equipment as and when needed to preserve them in good working order and condition. Any damage or injury to the Premises (except however its structural components and roof) or to its fixtures, glass, appurtenances, and equipment to the Premises (i) caused by Tenant moving property in or out of the Premises. (ii) caused by Tenant's installation or removal of furniture, fixtures or other property, (iii) resulting from fire, explosion, air conditioning unit or heating system failure, short circuits, flow or leakage of water steam, sewer gas, sewerage odors, mold or by frost or by bursting or leaking of pipes or plumbing works or gas, or from rain, or (iv) from any other cause of any other kind or nature whatsoever, resulting due to the carelessness, omission, neglect, improper conduct or other causes of Tenant, its servants, employees, agents, customers, visitors, or licensees, shall be repaired restored, or replaced promptly by Tenant at its sole cost and expense, to the satisfaction of Landlord. All such repairs, restorations and replacements shall be in quality and class equal to the original work or installations and shall be done in a good and workmanlike manner. If Tenant fails to make such repairs, restorations or replacements, the same may be made by Landlord at the expense of Tenant and all sums so spend and expenses incurred by Landlord shall be collectible as Additional Rent Tenant agrees to seek any necessary approvals for funding for such needed repairs; in the event repairs are made by Landlord, Tenant will similarly seek funding for Additional Rent within ten (10) days after rendition of a bill or statement thereof. At no time, shall Tenant be considered an agent of the Landlord.

17.2 Landlord's Obligations. Landlord, shall make all repairs and replacements, structural and otherwise, necessary or desirable to keep in good order and repair the exterior of the Premises, the roof, the Common Areas (excepting, however, the front exterior and the interior of the Premises for which Tenant shall be responsible), and the parking area. Tenant agrees to notify Landlord of the necessity for any repairs of which Tenant may have knowledge, for which Landlord may be responsible under the provisions of this Section.

17.3 Heating and Air Conditioning Equipment. With respect to the heating and air conditioning equipment contained in and/or servicing the Premises, Landlord and Tenant hereby agree as follows:

17.3.1 Inspection. Tenant acknowledges and agrees that it has been provided ample access to and has made its own independent inspection of the heating and air conditioning system(s) contained in and/or servicing the Premises and is accepting such equipment "as is" condition subject to all faults and without warranty of any kind relating thereto.

17.3.2 Maintenance Agreement. Tenant agrees that at all times during the term of this Lease and any extended term hereof, Tenant shall maintain, keep in good repair and replace when necessary at Tenant's sole cost and expense, all such heating and air conditioning equipment and systems. In order to insure the proper functioning of such equipment and to increase the efficiency thereof, Tenant agrees that at all times during the term of this Lease and any extended term hereof, Tenant shall at Tenant's sole cost and expense, keep in full force and satisfactory to Landlord, a maintenance agreement which shall provide for the periodic inspection, maintenance and repair (including replacement) of such equipment at least twice per year. Tenant shall annually provide Landlord a valid copy of said maintenance agreement or a copy of the semi-annual statement verifying the semi-annual inspection. Should Tenant fail to enter into such maintenance agreement, Landlord, at its sole option and without any obligation whatsoever to do so, may enter into a management agreement with a heating and air conditioning service company of Landlord's choice and in such event, all sums payable by Landlord, at its sole option and without any obligation whatsoever to do so, may enter into a management agreement with a heating and air conditions service company of Landlord's choice and in such event, all sums payable by Landlord pursuant to such maintenance agreement shall be payable by Tenant to Landlord upon demand.

17.3.3 Equipment Replacement. Should any "major component" (as herein below defined) of the heating and air conditions equipment contained in and/or servicing the Premises, require replacement in the reasonable determination of the Owner during the term of this Lease or any extended term hereof, where such replacement is necessary due solely to the age of the particular component rather than to (i) lack of maintenance (ii) failure of Tenant to comply with its obligations to keep in force a maintenance agreement, or (iii) other forms of Tenant neglect, misuse or vandalism (whether by Tenant OR A THIRD PARTY), Owner shall replace any such component and assume the responsibilities for all costs and expenses related thereto, provided however, Tenant hereby agrees to pay Owner during the remaining term of the Lease and any extended term hereof, equal monthly installments of additional rental computed as one/eighty-fourth (1/84) of the costs of such replacement (parts and labor included). Tenant's additional payments shall not exceed the total share of costs of replacement, and Landlord shall disclose the total costs of replacement and the schedule to when the costs are to be paid off. For purposes of this paragraph 17.3.3, a "major component" shall be deemed to be a compressor motor or heat exchanger only.

18. **CARE OF PREMISES.** Tenant shall not perform any acts or carry on any practice, which may injure the building, or be a public nuisance. Tenant shall, at its expense, keep the Leased Premises under its control. It is further understood that Tenant shall properly and in a timely manner, at its expense, clean, repair, maintain, service and in general take good care of the Lease Premises; but Tenant shall not be liable for any damages to the premises caused by fire, the elements, acts of God, civil riot, war, or insurrection. In addition, Tenant, at its expense, shall repair or replace any equipment or portions thereof which become damaged due to the negligence of Tenant, or Tenant's employees.

19. **IMPROVEMENTS.** No alterations, additions, or improvements shall be made to the Premises without first obtaining the written consent of Landlord. Further, any improvements, additions, or alterations made to the Premises shall become a part of the realty and shall not thereafter be removed from the Premises by Tenant, with the sole exception that Tenant shall have the right to install trade fixtures, counters, wall shelving, or signs which may be removed by Tenant upon the payment to Landlord of the cost of repairing any damage caused by removal of same. A layout of the Lease Premises and full description of proposed alterations, additions, or improvements to be performed on same is attached to this Lease. Tenant covenants and agrees to indemnify Landlord and hold Landlord free and harmless against any and all claims arising out of Tenant improvements and any alterations, changes, improvements, and repairs made by Tenant. In the event that any person files a mechanic's or materialmen's lien or laborer's lien against the premises, Tenant agrees to cause the same to be bonded or discharged of record within twenty (20) days after the filing of such lien, by the filing of a bond or other security as may be required to discharge the same of record.

*19.1 Tenant shall, in addition to Base Rent and NNN fees, pay \$522.73 per month for the Improvements on Exhibit B-1 & B-2.*

20. **USE.** Tenant shall not use Premises for any purpose deemed hazardous by the insurance company providing coverage on the Premises. Landlord shall have the right to enter Premises at reasonable hours of the day to examine same, or to make repairs and

alterations as may be necessary. Tenant shall not commit waste or permit waste to be committed on the Premises. Tenant shall keep the Leased Premises and all improvements to the extent covered herein, in sound condition and good repair and will neither do, nor permit to be done, anything to the Leased Premises that may impair the value thereof. Tenant shall take good care of the Leased Premises and fixtures therein and shall quit and surrender Premises at the end or other termination of said Lease term in as good condition as the reasonable use thereof shall permit.

21. **CASUALTY DAMAGE.** In the event said Premises are damaged, partially destroyed or rendered partially unfit for their accustomed uses by fire, tornado, or any other casualty, Landlord, shall, at its expense, promptly restore the Premises to substantially the condition in which they were immediately prior to such casualty. From the date of such casualty until said Premises are restored, rent shall abate in such proportion as the part of said Premises thus destroyed or rendered unfit bears to total Premises. In the event the Premises are totally destroyed or rendered wholly unfit for their accustomed uses by any casualty, Landlord may, at its option, elect to restore said Premises at its expense to substantially the condition they were in prior to such casualty. If Landlord does not commence such restoration within three (3) months after such casualty, this lease shall terminate and Tenant shall be liable for rent only to the time of such casualty. The Premises shall be deemed totally destroyed if the cost of restoration exceeds 50% of the fair market value of the improvements thereon prior to such casualty. Tenant shall receive pro rata refund of any sum paid in advance for the period during which the Premises are unfit for use.
22. **LIABILITY.** Landlord shall not be liable for any damages to any property at any time in building or Premises from gas, smoke, water, rain, or snow which may leak into or issues from any part of said building of which the Lease Premises is part (or from the pipes or plumbing work of same, or from any other place or corridor) unless said damage is caused by Landlord's gross negligence. Tenant further agrees to indemnify and hold Landlord or its brokers harmless from any and all damages or claims whatsoever which Landlord, may be compelled to pay on account of injuries to the person, occurring in or on the Premises, whether such injuries be caused by negligence or misconduct of the person entering the Premises under express or implied invitation of Tenant or where said injuries are the result of the violation of any rules or regulations Landlord deems necessary and proper unless said damages are caused by Landlord's gross negligence.
23. **CONSTRUCTION OF LEASE.** The terms and provisions of this Lease shall be construed in accordance with the laws of the State of Oklahoma.
24. **UNIFORM RULES AND REGULATIONS.** Landlord shall have the right to prescribe uniform rules and regulations for the premises as Landlord may reasonably deem necessary, advisable and appropriate. These are identified on Exhibit "C" as applicable.
25. **DEFAULT.** The following shall be defaults by the Tenant:
- (a) The Tenant shall fail to pay any rental or other sum of money within thirty (30) days of becoming due
  - (b) The Tenant shall fail to perform any other covenant of Lease.
  - (c) The Tenant shall be declared insolvent under the State Insolvency Law.
  - (d) An assignment shall be made of the Tenant's property for the benefit of creditors.
  - (e) Abandonment of any portion of the Leased Premises or the removal of any Tenant's business;
  - (f) The filing by or against the Tenant, or any Guarantors, of any proceedings under the federal bankruptcy act or any similar law and the failure to secure a discharge of the same within thirty (30) days;
  - (g) The adjudication of the Tenant or any Guarantors as bankrupt or insolvent in proceedings filed under the federal bankruptcy act or any similar law;
  - (h) The appointment of a receiver or trustee for the Tenant, any Guarantors or any of the assets of the Tenant.
26. **FAILURE TO CURE.** If a particular default is not cured within a reasonable time period, at Landlord's election, this lease and all rights of Tenant hereunder shall expire and terminate at the end of the notice period, but Tenant shall remain liable as herein provided.
27. **REMEDIES.** On the occurrence of any event of the default, as set forth in paragraph 25, the Landlord will have the option to do the following, without any notice or demand, in addition to and not in limitation of any other remedy permitted by law or by this Lease.
- 27.1 Termination. The Landlord may terminate this Lease, in which event the Tenant will immediately surrender the Leased Premises to the Landlord, but if the Tenant fails to do so, the Landlord may, without notice and without prejudice to any other remedy the Landlord might have, enter and take possession of the Leased Premises and remove the Tenant and the Tenant's property therefrom without being subject to any claim for damages therefor. Tenant shall pay Landlord all costs incurred by Landlord in any such action, including the costs of taking possession of and repairing any damage to the Leased premises, and all other damages caused by Tenant's default.
- 27.2 Reletting. If Landlord does not terminate this Lease, Landlord may, as its option, reenter the Leased Premises and remove any personal property of the Tenant, forcibly if necessary, without being guilty of trespass, and relet the Leased Premises for the

benefit of Tenant, in which event the Tenant shall pay the Landlord all costs incurred by Landlord in such action including, without limitation, the costs of taking possession of and repairing the Leased Premises, the cost of preparing the Leased Premises for reletting, attorneys' fees, brokerage commissions, and all other damages caused by Tenant's default, and shall remain obligated to Landlord for the difference between any rent received by Landlord as a result of such reletting and the Rent for which Tenant is obligated hereunder. Landlord shall have no duty to relet the Leased Premises, and the failure of Landlord to relet the Leased Premises will not release or affect the Tenant's liability for Rent or for damages. In the event any such reletting results in payment of rent thereunder to Landlord in excess of the Rent for which Tenant is obligated hereunder, Landlord shall retain such excess.

- 27.3 **Election Not To Relet.** If the Landlord elects not to terminate this Lease and does not reenter the Leased Premises and relet the same for the benefit of Tenant, Tenant shall remain obligated to Landlord for all Rent for which it is obligated hereunder for the remainder of the Lease Term, together with all damages caused by Tenant's default.
- 27.4 **Acceleration.** The Landlord may declare the entire amount of the Rent to become payable during the remainder of the Lease Term to be due immediately. In the event the Landlord elects to relet the Leased Premises, in accordance with paragraph 27.2 hereof then, upon such acceleration, Tenant shall pay to Landlord, in addition to all other sums payable hereunder, the difference between (i) the terms of this Lease, for the remainder of the Lease Term, and (ii) the amount which Landlord reasonably expects to receive as rent pursuant to such reletting for the remainder of the Leased Term. In the event the Landlord elects not to relet the Leased Premises, in accordance with paragraph 27.3 hereof, then, upon such acceleration, Tenant shall pay to Landlord's reasonable estimate of Rent to be thereafter due and payable under the terms of this Lease, for the remainder of the Lease Term.
- 27.5 **Option to Perform.** The Landlord may perform or cause to be performed the unperformed obligations of the Tenant under this Lease and may enter the Leased Premises to accomplish such purpose without being subject to any claim for damages therefor. The Tenant agrees to reimburse the Landlord on demand for any expense which the Landlord might incur in effecting compliance with this Lease on behalf of the Tenant, and the Tenant further agrees that the Landlord will not be liable for any damages resulting to the Tenant from such action, whether caused by the negligence of the Landlord or otherwise.
28. **TERMINATION.** Landlord shall have the right to terminate this lease in the event of bankruptcy, insolvency, or receivership of Tenant, or an assignment by Tenant for the benefit of the creditors of Tenant.
29. **LIEN OF TENANT'S PROPERTY.** Intentionally Deleted
30. **SURRENDER OF POSSESSION.** Upon the expiration of this lease, Tenant shall quit and surrender to Landlord the peaceable possession of Premises. Thereupon, Premises shall be in good a condition as when the Tenant took possession, save and except normal wear and tear, and damage from accident, structural defects, fire or the elements due to no fault of Tenant.
31. **ABANDONED PROPERTY.** All personal property not removed by the Tenant from the Lease Premises within ten (10) days after the termination of this lease will be conclusively presumed to have been abandoned by the Tenant, and the Landlord at their option, thereafter take possession of such property and either declare the same to be the property of the Landlord, or, at the expense of the Tenant, dispose of such property in any manner and for whatever consideration the Landlord at their sole discretion deems advisable.
32. **HOLDING OVER.** If Tenant retains possession of Premises after the expiration of this lease, such continued possession shall, if rent is paid by Tenant and accepted by Landlord, create a month-to-month tenancy at 1.5 times the base rent on the terms herein specified and said tenancy may be terminated at any time by either party with thirty (30) days written notice to other party.
33. **RIGHT TO SHOW PREMISES.** Landlord may, at any time within ninety (90) days prior to expiration of this lease, enter the Premises at reasonable hours of the day for the purpose of offering and showing same for lease, and may place and keep on the windows and doors of the Premises, signs advertising said Premises for rent.
34. **ASSIGNMENT.** TENANT may not assign this lease or sublet the Premises or any portion thereof, without the written consent of OWNER. However, consent shall not be unreasonably withheld. Tenant responsible for \$500 processing/administration fee, if applicable to assignment.
- 34.1 Without limitation, it is agreed that LANDLORD'S consent shall not be considered unreasonably withheld if: 1) the proposed assignee's financial condition does not meet the criteria LANDLORD uses to select TENANTS having similar leasehold obligations; 2) the proposed assignee or Sublette's business is not suitable for the Building considering the business of the other TENANTS and Building's prestige, or would result in violation of another TENANT'S rights; 3) any portion of the Building or Premises would likely become subject to additional or different laws as a consequence of the proposed assignment or sublet. Any attempted Assignment or Subletting in violation of this Section 34, shall, be exercisable in LANDLORD'S sole

and absolute discretion, be voidable. In no event shall any assignment, sublet or permitted transfer release or relieve TENANT from any obligation under this Lease or any liability hereunder.

- 34.2 TENANT shall pay to LANDLORD fifty percent (50%) of all cash and other consideration which TENANT received as a result of an Assignment that is in excess of the rent payable to Landlord hereunder for the portion of the premises and Term covered by the Transfer within ten (10) days following receipt thereof by TENANT. If TENANT is in Monetary Default (defined in Section 25 above), LANDLORD may require that all sublease payments be made directly to LANDLORD, in which case TENANT shall receive a credit against rent in the amount of any payments received (less Landlord's share of any access).
35. **MODIFICATIONS.** No modifications of the terms and conditions of this lease shall be effective unless reduced to writing and executed by the parties hereto.
36. **MORTGAGES.** Landlord reserves the right to subject and subordinate this lease at all times to any mortgage liens placed upon Landlord's interest in Premises, and Tenant shall execute and deliver upon the demand of Landlord, its successors and assigns, such further instrument subordinating this lease to the lien of any such mortgages, provided such mortgages shall recognize the validity and continuance of this lease in the event of foreclosure, or by conveyance in lieu of foreclosure, so long as Tenant shall not be in default under the terms hereof.
37. **ADVERTISING.** Tenant shall not conduct any "Going out of Business", "Fire Sales", or related type of advertising or promotion on the Premises. Further, Tenant shall not use or place any portable or temporary advertising sign or Structure on the Premises.
38. **SIGNAGE.** Tenant shall not place any type of sign on the outside of the building without written approval from Landlord. Tenant shall conform to the stipulations of Landlord on the type and size of sign used. A sign will be constructed to the benefit of all tenants within the development, Tenant shall be allowed to place signage on the sign. The size of Tenant's signage shall be based on Tenant's pro-rata share of the space within the development. Landlord is responsible for installation of base; Tenant shall pay for signage.
39. Intentionally Deleted
40. **COMPLIANCE WITH LAWS, RULES AND REGULATIONS.** Tenant, at Tenant's sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of State, Federal, Municipal or other agencies or bodies having jurisdiction over the use and occupancy of the Leased Premises. Tenant shall procure at its own expense all permits and licenses required for the transaction of its business in the Leased Premises. Tenant will comply with the rules and regulations of the Property adopted by the Landlord, which are set forth on a schedule attached to this lease. If Tenant is not complying with such rules and regulations, or if Tenant is in any way not complying with this Article 40, then, notwithstanding anything to the contrary contained herein, Landlord, may, at its election, enter the Leased Premises without liability therefor and fulfill Tenant's obligations. Tenant shall reimburse Landlord, on demand, for any expenses, which Landlord may incur in effecting compliance with Tenant's obligations and agrees that Landlord shall not be liable for any damages resulting to Tenant from such action. Landlord shall have the right at all times to change and amend the rules and regulations in any reasonable manner as it may deem advisable for the safety, care, cleanliness, preservation of good order and operation or use of the property of the Leased Premises. All changes and amendments to the rules and regulations of the Property will be forwarded by Landlord to Tenant in writing and shall thereafter be carried out and observed by Tenant.
41. **SMOKE FREE ENVIRONMENT.** Tenant agrees to indemnify and hold Landlord and its Landlord officers harmless against any claims, which may arise out of Landlord's decision to maintain a smoke free environment. Such indemnification shall include, but not necessarily be limited to, reasonable attorney's fees, court costs, mediation and/or arbitration costs, and judgments as a result of said claims.
42. **TOXIC MOLD.** Both Tenant and Landlord agree that, at the time of Delivery of the Premises, neither is aware of any toxic mold present in the Premises. If any toxic mold is found during the Lease Period or any subsequent Renewal Periods, Tenant shall immediately notify Landlord and the parties shall work together to remedy the situation.
43. **NOTICES.** All notices provided for in this lease shall be effective when sent by regular mail and received or delivered in person to the following addresses except as may otherwise specifically provided herein, all notices required or permitted hereunder shall be in writing, and shall be deemed to be delivered when (a) delivered personally and acknowledged and dated in writing as received by the notice party or their representative, (b) when deposited with the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, or (c) when the same has been deposited with a commercial overnight delivery service, for delivery on the next business day addressed to the parties at the respective addresses set forth hereunder, or at such other address as may have been theretofore specified by written notice delivered in accordance herewith.

Landlord:

Tenant:

Equity Commercial Realty, LLC  
 c/o Touchstone Management  
 PO 722760  
 Norman, OK 73070  
 405.701.0038  
[marissa@fleskeholding.com](mailto:marissa@fleskeholding.com)

City of Norman  
 201 W. Gray  
 Norman, OK 73069  
 ATTN: Legal Department

44. **ESTOPPEL CERTIFICATE.** Tenant agrees on the commencement date, and from time to time thereafter upon not less than fifteen (15) days prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing in the form attached hereto as Exhibit "D" certifying that this lease is unmodified and in full force and effect; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the fixed rent and additional rent and to perform its other covenants under this lease; that there are no uncured defaults of Landlord or Tenant under this lease (or, if there have been any modifications), that there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail; and the dates to which the fixed minimum rent, percentage rent, common area and other charges have been paid. Any such statement delivered pursuant to this Article 44 may be relied upon by any prospective purchaser or mortgagee of Premises which include the Premises or any prospective assignee of any such mortgagee.
45. **RELOCATION.** Intentionally Deleted.
46. **HAZARDOUS SUBSTANCES.** Tenant covenants, warrants and represents that at no time during its use and occupancy of the leased premises will it cause or permit the presence of any hazardous substance (as hereinafter defined), in or about the Leased Premises or any land or structure adjacent thereto. For purposes of this Lease, hazardous substance is defined as any substance or material (i) which is listed in the United States Department of Transportation Hazardous Materials Table (as amended from time to time), or (ii) the presence of which on or near the Leased Premises would be in violation of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., or any other state or federal law or regulation whether now existing or hereinafter enacted, which related to any form of environmental contamination or the prevention or abatement thereof. At any time during the term of this Lease, Landlord shall have the right and option, at Tenant's expense, to investigate the leased premises and the land thereunder for the presence of any hazardous substance. Tenant hereby indemnifies and holds Landlord harmless in the event any hazardous substance is subsequently found in, on or about the leased premises, unless the same was released or placed thereon by a party other than Tenant or any of Tenant's employees, Landlord's, invitees or contractors.
47. **AMERICANS WITH DISABILITIES ACT.** Landlord is delivering a completed space to Tenant, Landlord shall be fully responsible for delivering the Premises along with all common areas in full compliance with the Americans with Disabilities Act ("ADA"). So long as Tenant has not altered the Premises, in the event access to or any portion of the interior of the Leased Premises is deemed to be in violation of the ADA by any government authority having jurisdiction, the Landlord shall at its sole cost and expense, take such steps as are necessary to bring the Leased Premises in compliance with ADA; Once such plans and specifications have been approved by both parties, Landlord shall promptly commence to make such improvements to the leased premises as are contained in such plans and specifications.
48. **CONDEMNATION.**
- 48.1 **Substantial Taking.** If the whole of the premises shall be taken for any public or quasi-public use under any statute or right of eminent domain, or by private purchase in lieu thereof, then this lease shall automatically terminate as of the date that title shall be taken. If a substantial part of the Leased Premises shall be so taken and, in the opinion of the Landlord, the remainder thereof ceases to be a viable concern, then Landlord and Tenant shall each have the right to terminate this Lease on thirty (30) days' notice to the other given within ninety (90) days after the date of such taking. If any part of the premises shall be so taken and so render the remainder thereof unusable for the use of Tenant, then Landlord and Tenant shall each have the right to terminate this Lease on thirty (30) days' notice to the other given within ninety (90) days after the date of such taking. In the event that this Lease shall terminate or be terminated, the rent shall, if necessary, be adjusted accordingly.
- 48.2 **Other Taking.** If any part of the Leased Premises shall be so taken and this lease shall not terminate or be terminated under the provisions of the preceding section, then, the fixed rent shall be reduced based upon the ratio of the square footage area of the Leased Premises which is so taken by such condemnation, to the entire area of the Leased Premises, and Landlord shall, at its own cost and expenses, restore the remaining portion of the Leased Premises to the extent necessary to render the same reasonably suitable for the purposes for which the premises was leased, and shall make all repairs to the Leased Premises to the extent necessary to constitute the remaining portion of the premises a complete architectural unit, provided that such work shall not exceed the scope of the work required to be done by Landlord in originally constructing the premises, and the cost thereof shall not exceed the net proceeds of the condemnation award actually received and retained by Landlord.
- 48.3 **Condemnation Award.** All condemnation awards or other payments or compensation awarded or paid upon such a total or partially taking of the Leased Premises shall belong to and be the property of Landlord without any participation by Tenant to the extent such award, payment or compensation is not based in any part on Tenant's occupancy of the Leased Premises;



provided, however, that nothing contained herein shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceeding for loss of business and/or depreciation to, damage to, and/or cost of removal of, and/or the value of stock and/or trade fixtures, furniture and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or awards or any amount payable directly or indirectly to the holder of any mortgage to which this Lease is subordinate.

49. **EXPENSE OF ENFORCEMENT.** If either party hereto be made or becomes a party to any litigation by or against the other party involving the enforcement of any of the rights and remedies of such party, or arising, on account of the default of the party in the performance of such party's obligations hereunder, then the prevailing party in any litigation, or the party becoming involved in such litigation because of a claim against such other party, as the case may be, shall receive from the other party all costs and reasonable attorneys' fees incurred by such party in such litigation.
50. **INSOLVENCY.** In the event of attempted assignment of this lease to creditors, or the institution of bankruptcy, corporate reorganization, trustee or receivership proceedings involving Tenant, shall forthwith and of themselves cancel and void this lease, and possession of the premises shall immediately pass to Landlord, at its option. If Landlord exercises its option to recover possession of the premises upon the occurrence of one of such events, it shall not be held to have waived its cause of action against Tenant for its failure to perform fully the terms of this lease prior to such event.
51. **SALE BY LANDLORD.** In the event Landlord transfers its interest in the building, Landlord will thereby be released from any further obligation hereunder and Tenant agrees to look solely to the transferee for the performance of such obligations. The agreement of Tenant to return to the designee of the Landlord from time to time within ten (10) days after written request therefore all instruments which might be required by the Landlord to confirm such attornment.
52. **NON COMPETITION.** Intentionally Deleted.
53. **CONFIDENTIALITY.** The parties hereto agree that Tenant will not disclose any of the terms and conditions of this lease agreement other than in the course of the interest operations of the Tenants business. Tenants are specifically prohibited from disclosing any of the terms and conditions of this lease agreement with other Tenants (past, present or future). Intentional disclosure of the terms and conditions of this lease agreement may constitute an event of default at the Landlord's option.
54. **PARTNERSHIP.** Nothing in this Lease shall be deemed to create a partnership between Landlord and Tenant, make either responsible for the debts or obligations of the other, or create any relationship between the parties other than that of Landlord and Tenant.
55. **QUIET ENJOYMENT.** The Landlord agrees that if the Tenant pays the Rent and performs all other obligations of the Tenant hereunder, the Tenant will peacefully hold the leased Premises, free of interference from any person, firm, or corporation claiming by, through, or under Landlord, subject to any underlying leases, mortgages or other encumbrances now or hereafter affecting the leased Premises and any applicable ordinances, laws, and regulations affecting the use thereof.
56. **TENANT'S ACCEPTANCE OF LEASED PREMISES.** By taking possession of the Leased Premises or Signing the Tenant Acceptance Letter (Exhibit "E"), the Tenant will be deemed to have accepted the Leased Premises as suitable for the Permitted Use and to have waived any and all defects therein.
57. **NOTICE OF ACCIDENTS AND DEFECTS.** Tenant shall give to Landlord immediate notice of any casualty, accident, or loss occurring in the Leased Premises.
58. **RECORDING.** The Landlord and the Tenant agree that this Lease will not be recorded, but that a memorandum hereof, will be executed and delivered within ten (10) days after written request therefor by either party, which memorandum shall set forth such matters as may be requested by either Landlord or Tenant and shall be in a form suitable for recording in the Office of the County Clerk of the county in which the Premises is located.
59. **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.
60. **BINDING EFFECT.** The provisions of this Lease will be binding on and inure to the benefit of the Landlord and the Tenant and their respective successors and permitted assigns.
61. **TIME OF THE ESSENCE.** Time shall be of the essence with respect to the performance by the parties of their respective obligations hereunder.

- 62. **CONSENT TO BREACH.** Any assent, expressed or implied, to any breach of any covenant or condition herein shall operate as such only in the specific instance and shall not be construed as an assent or waiver of any condition or covenant generally, or any subsequent breach thereof.
- 63. **REMEDIES CUMULATIVE.** The various rights, powers elections and remedies of the parties hereto shall be considered as cumulative, and no one of them is exclusive of the others or exclusive of any right or power allowed by law, and no right shall be exhausted by being exercised on one or more occasions.
- 64. **SECTION HEADINGS.** The section headings in this Agreement are for convenient reference only and shall not in any way affect the meaning or interpretation of this Lease.
- 65. **BROKER DISCLOSURE.** Both Tenant and Landlord agree Fleske Holding Company, LLC is a Broker in this transaction for the Landlord. Eric Fleske is a partner of the Landlord and an owner of Fleske Holding Company, LLC. No other Broker is involved in this transaction *except Judy J. Hatfield of Equity Commercial Realty Advisors, LLC*. Tenant warrants that it has had no dealings with any real estate brokers or associates in connection with the negotiation of this Lease excepting only the brokers named above, and it knows of no other real estate broker or associate who is entitled to a commission in connection with this Lease. Tenant agrees to indemnify the Landlord from all claims for commissions or other compensation asserted by any person employed or retained by Tenant with respect to the lease of the Leased Premises.

66. **SIGNATURES.**

This lease shall be binding upon the heirs, administrators, executors and successors of the parties hereto.

This Agreement is herewith executed in two counterparts, one for Tenant and one for Landlord, each of which shall be deemed an original for all purposes.

In Witness hereof, the parties hereto caused this Lease to be executed the day and year written above. Although written in standard terms, should you have any questions regarding the contents hereof, you should consult your attorney for interpretation.

This lease is an integrated contract and constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith. Landlord and Tenant agree that this writing shall be adopted by both parties as a complete and exclusive statement of the terms of the agreement, and that no parol evidence shall be admissible in any dispute hereto.

Landlord: **Equity Commercial Realty, LLC**

Tenant: **City of Norman**



03 / 31 / 2022

BY: **Eric Fleske, Manager**



03 / 31 / 2022

BY: \_\_\_\_\_

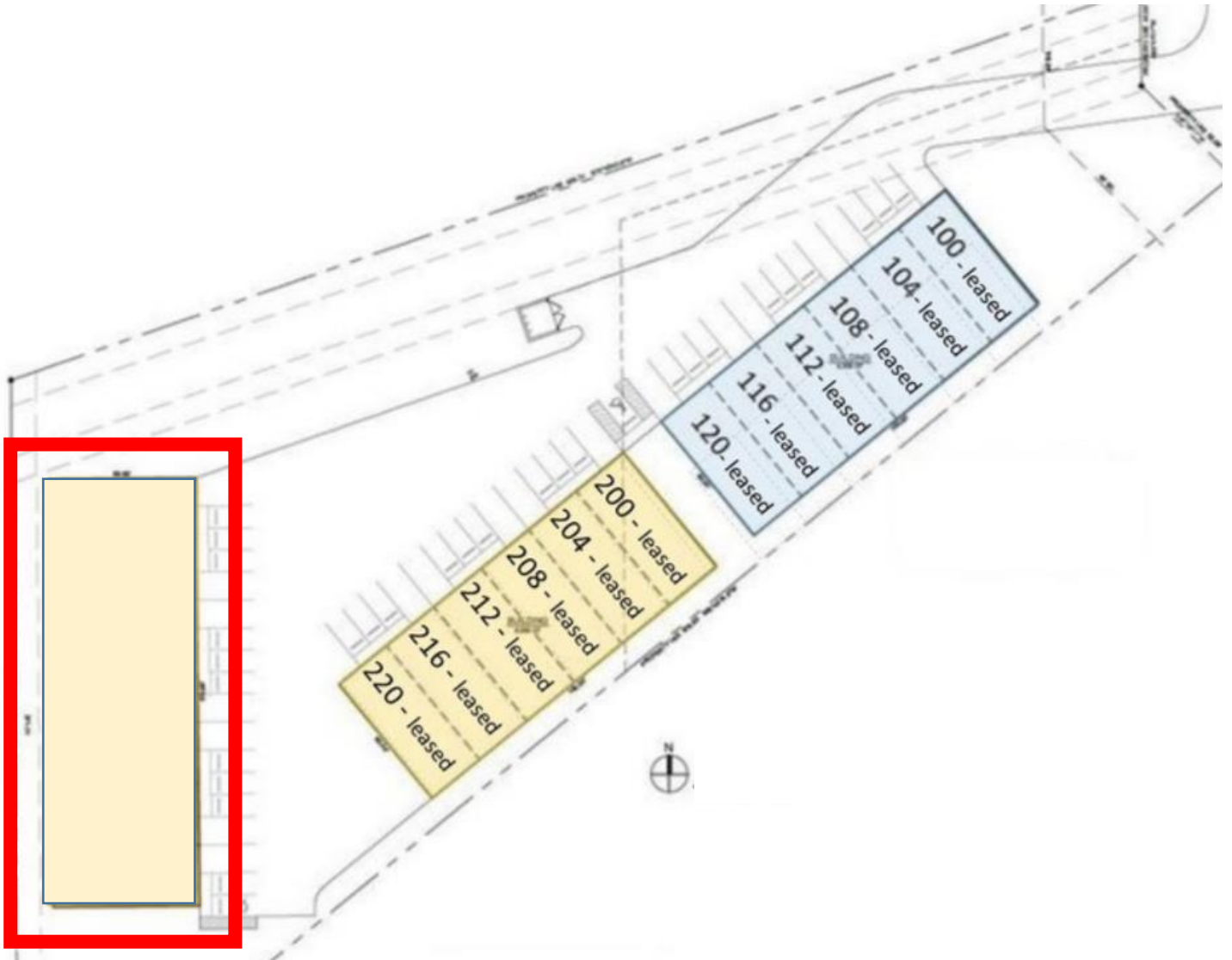
Darrel Pyle

City Manager

**EXHIBIT "A"**

**PREMISES**

**1910 Research Park Blvd**



**EXHIBIT "B-1"**

**LANDLORD WORK/QUOTE**

Landlord to build out according to space plan below.

Scope of Work/Quote for Free Standing Single Slope Shed Building

Supply and installation of 8' chain link fence and associated gates per the drawing above with hand changes.

The quotation has been based on the assumption that the work can be performed concurrently with construction of the interior finish portion of the project.

**EXHIBIT "B-2"**

**AMORTIZATION TABLE**

Amortization Table for fencing

**Amortization Table**

Account Name

**Initial Data**

LOAN DATA		TABLE DATA	
Loan amount:	\$27,700.00	Table starts at date:	
Annual interest rate:	5.00%	or at payment number:	1
Term in years:	5		
Payments per year:	12		
First payment due:	7/1/2022		

**PERIODIC PAYMENT**

Entered payment: *The table uses the calculated periodic payment amount unless you enter a value for "Entered payment".*  
 Calculated payment: \$522.73

**CALCULATIONS**

Use payment of: \$522.73      Beginning balance at payment 1: 27,700.00  
 1st payment in table: 1      Cumulative interest prior to payment 1: 0.00

**Table**

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
1	7/1/2022	27,700.00	115.42	407.32	27,292.68	115.42
2	8/1/2022	27,292.68	113.72	409.01	26,883.67	229.14
3	9/1/2022	26,883.67	112.02	410.72	26,472.95	341.15
4	10/1/2022	26,472.95	110.30	412.43	26,060.52	451.46
5	11/1/2022	26,060.52	108.59	414.15	25,646.38	560.04
6	12/1/2022	25,646.38	106.86	415.87	25,230.50	666.90
7	1/1/2023	25,230.50	105.13	417.61	24,812.90	772.03
8	2/1/2023	24,812.90	103.39	419.35	24,393.55	875.42
9	3/1/2023	24,393.55	101.64	421.09	23,972.46	977.05
10	4/1/2023	23,972.46	99.89	422.85	23,549.61	1,076.94
11	5/1/2023	23,549.61	98.12	424.61	23,125.00	1,175.06
12	6/1/2023	23,125.00	96.35	426.38	22,698.62	1,271.42
13	7/1/2023	22,698.62	94.58	428.16	22,270.46	1,366.00
14	8/1/2023	22,270.46	92.79	429.94	21,840.52	1,458.79
15	9/1/2023	21,840.52	91.00	431.73	21,408.79	1,549.79
16	10/1/2023	21,408.79	89.20	433.53	20,975.26	1,638.99
17	11/1/2023	20,975.26	87.40	435.34	20,539.93	1,726.39
18	12/1/2023	20,539.93	85.58	437.15	20,102.78	1,811.97
19	1/1/2024	20,102.78	83.76	438.97	19,663.81	1,895.74
20	2/1/2024	19,663.81	81.93	440.80	19,223.00	1,977.67
21	3/1/2024	19,223.00	80.10	442.64	18,780.37	2,057.76
22	4/1/2024	18,780.37	78.25	444.48	18,335.89	2,136.02
23	5/1/2024	18,335.89	76.40	446.33	17,889.56	2,212.42
24	6/1/2024	17,889.55	74.54	448.19	17,441.36	2,286.95
25	7/1/2024	17,441.36	72.67	450.06	16,991.30	2,359.63
26	8/1/2024	16,991.30	70.80	451.94	16,539.36	2,430.42
27	9/1/2024	16,539.36	68.91	453.82	16,085.54	2,499.34
28	10/1/2024	16,085.54	67.02	455.71	15,629.83	2,566.36
29	11/1/2024	15,629.83	65.12	457.61	15,172.22	2,631.49
30	12/1/2024	15,172.22	63.22	459.52	14,712.71	2,694.70
31	1/1/2025	14,712.71	61.30	461.43	14,251.28	2,756.01
32	2/1/2025	14,251.28	59.38	463.35	13,787.93	2,815.39
33	3/1/2025	13,787.93	57.45	465.28	13,322.64	2,872.84
34	4/1/2025	13,322.64	55.51	467.22	12,855.42	2,928.35
35	5/1/2025	12,855.42	53.56	469.17	12,386.25	2,981.91
36	6/1/2025	12,386.25	51.61	471.12	11,915.13	3,033.52
37	7/1/2025	11,915.13	49.65	473.09	11,442.04	3,083.17
38	8/1/2025	11,442.04	47.68	475.06	10,966.98	3,130.84
39	9/1/2025	10,966.98	45.70	477.04	10,489.94	3,176.54
40	10/1/2025	10,489.94	43.71	479.03	10,010.92	3,220.25
41	11/1/2025	10,010.92	41.71	481.02	9,529.90	3,261.96
42	12/1/2025	9,529.90	39.71	483.03	9,046.87	3,301.67
43	1/1/2026	9,046.87	37.70	485.04	8,561.84	3,339.36
44	2/1/2026	8,561.84	35.67	487.06	8,074.78	3,375.04
45	3/1/2026	8,074.78	33.64	489.09	7,585.69	3,408.68
46	4/1/2026	7,585.69	31.61	491.13	7,094.56	3,440.29
47	5/1/2026	7,094.56	29.56	493.17	6,601.39	3,469.85
48	6/1/2026	6,601.39	27.51	495.23	6,106.16	3,497.35
49	7/1/2026	6,106.16	25.44	497.29	5,608.87	3,522.80
50	8/1/2026	5,608.87	23.37	499.36	5,109.51	3,546.17
51	9/1/2026	5,109.51	21.29	501.44	4,608.06	3,567.46
52	10/1/2026	4,608.06	19.20	503.53	4,104.53	3,586.66
53	11/1/2026	4,104.53	17.10	505.63	3,598.90	3,603.76
54	12/1/2026	3,598.90	15.00	507.74	3,091.16	3,618.75
55	1/1/2027	3,091.16	12.88	509.85	2,581.31	3,631.63
56	2/1/2027	2,581.31	10.76	511.98	2,069.33	3,642.39
57	3/1/2027	2,069.33	8.62	514.11	1,555.22	3,651.01
58	4/1/2027	1,555.22	6.48	516.25	1,038.97	3,657.49
59	5/1/2027	1,038.97	4.33	518.40	520.56	3,661.82
60	6/1/2027	520.56	2.17	520.56	0.00	3,663.99

**EXHIBIT "C"****RULES AND REGULATIONS**

1. Tenant shall not place anything, or allow anything to be placed, in the common areas, if any, or near the glass of any window, door, partition or wall which may in Landlord's judgment, appear unsightly from the common areas or from the outside of the Premises or the building in which the Premises are located (the "Building").
2. If there is a Building directory, as provided by Landlord, it shall be available to Tenant solely to display their/its one line/name and their/its location in the Building, which display shall be directed by Landlord.
3. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Tenant or used by Tenant for any purposes other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, stairways, balconies and roof are not for the use of the general public and Landlord shall, in all cases, retain the right to control and prevent access thereto by all persons whose presence in the judgment of the Landlord, reasonably exercised, shall be prejudicial to the safety, character, reputation and interests of the Building. Neither Tenant nor any employees or invitees of any Tenant shall go upon the roof of the Building.
4. The toilet rooms, urinals, wash bowls or other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and to the extent caused by Tenant or its employees or invitees, the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be born by Tenant.
5. Tenant shall not cause any unnecessary janitorial labor or services by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness.
6. Tenant shall not smoke in the offices or common areas of the Building. All smoking shall be limited to designated areas outside the building.
7. No cooking shall be done or permitted by Tenant on the Premises, nor shall the Premises be used for lodging.
8. Tenant shall not bring upon, use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.
9. Landlord shall have sole power to direct electricians to where and how telephone and other wires are to be introduced. No boring or cutting for wires is to be allowed without the consent of Landlord. The locations of telephone, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.
10. Upon the termination of the tenancy, Tenant shall deliver to Landlord all keys and passes for offices, room, parking, lot and toilet rooms, which shall have been furnished Tenant. In the event of the loss of any keys so furnished, Tenant shall pay Landlord therefor. Tenant shall not make, or cause to be made, any such keys and shall order all such keys solely from Landlord and shall pay Landlord for any additional such keys over and above the two sets of keys furnished by Landlord.
11. Tenant shall not install linoleum, tile, carpet or other floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Landlord.
12. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevator, except between such hours and in such elevator as shall be designated by Landlord.
13. Tenant shall cause all doors to its Leased Premises to be closed and securely locked before leaving the Building at the end of the day.
14. Without the prior written consent of Landlord, Tenant shall not use the name of the Building or any picture of the Building in connection with, or in promoting or advertising the business of Tenant, except Tenant may use the address of the Building as the address of its business.
15. Tenant shall cooperate fully with Landlord to assure the most effective operation of the Premises' or the Building's heat and air conditioning, and shall refrain from attempting to adjust any controls which are located in the Common Areas. Tenant shall keep corridor doors closed.

16. Except for Landlord's gross negligence, Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Leased Premises closed and secured.
17. Intentionally Deleted.
18. Intentionally Deleted.
19. On Sundays, holidays (legal) and on other days during certain hours for which the Building may be closed after normal business hours, access to the Building or to halls, corridors, elevators, stairwells will be at Tenant's sole risk.
20. Tenant shall not change locks or install other locks on doors without the prior written consent of Landlord. All changes in the locks on office doors or change to the card access system, if any, after occupancy will be at the expense of the Tenant.
21. The cost of any special electrical circuits for items such as copy machines, computers, microwaves, etc., shall be borne by Tenant. Prior to installation of special equipment or special wiring Tenant must receive written approval from Landlord.
22. Tenant shall give prompt notice to Landlord of any accidents to or defects in plumbing, electrical fixtures or heating apparatus so the same may be attended to properly.
23. No safes or other objects larger or heavier than the freight elevators of the Building are limited to carry, shall be brought into or installed on the demised Premises. Landlord shall have the power to prescribe the weight and position of such safes or other objects which shall, if considered necessary by Landlord, be required to be supported by such additional materials placed on the floor as Landlord may direct, and at the expense of Tenant. In no event can these items exceed a weight for which the floor is designed.
24. No person or persons other than those approved by Landlord will be permitted to enter the Building for purposes of cleaning, maintenance, construction or painting.
25. Tenant shall not permit or suffer the demised Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, or vibrations or interfere in any way with other Tenants or those having business therein, nor shall any animals or birds be kept in or about the Building.
26. Canvassing, soliciting and peddling in the Building are prohibited. Tenant shall cooperate to prevent the same.
27. Landlord reserves the right, at any time, to rescind any one or more of these rules and regulations or to make such other and further reasonable rules and regulations as in Landlord's judgment may from time to time be necessary for the safety, care and cleanliness of the Building for the preservation or order therein.

**EXHIBIT "D"**

**TENANT ESTOPPEL STATEMENT**

**Landlord: Equity Commercial Realty, LLC**

**Tenant: City of Norman, ATTN: Legal Department**

**Premises: 1910 Research Park Blvd, Norman, OK 73069**

As Tenant under the above referenced Lease, the undersigned hereby acknowledges for the benefit of the Landlord the potential purchaser of the Premises and any potential lender whose loan will be secured by the Premises the truth and accuracy of the following statements pertaining to the Lease.

1. Tenant has accepted, is satisfied with, and is in full possession of said Premises, including all improvements, additions and alterations thereto required to be made by Landlord under the Lease.
2. The Lease is in full force and effect and Tenant is paying the full rent stipulated in the Lease with no offsets, defenses or claims.
3. Neither Landlord nor Tenant is in default under any of the terms, covenants or provisions of the Lease.
4. Landlord has satisfactorily complied with all of the requirements and conditions precedent to the commencement of the terms of The Lease as specified in the Lease.
5. The fixed annual rent under the Lease is \$ \_\_\_\_\_ and no monies have been paid to Landlord in advance of the due date set forth in the Lease described above, except \$ \_\_\_\_\_.
6. The Lease is for a term of \_\_\_ years and Tenant has been in occupancy and paying rent since the term commenced on \_\_\_\_\_.
7. No monetary consideration, including the value of rental concessions, has been granted Tenant by Landlord for entering into the Lease except \$ \_\_\_\_\_.
8. That the Landlord holds no security deposit of the Tenant except as follows: \$ \_\_\_\_\_.
9. Tenant acknowledges **(a)** that there have been no oral or written modifications or amendments to the Lease other than herein specifically stated, **(b)** that is has no notice of prior assignment, hypothecation or pledge of rents or of the Lease, **(c)** that a true and complete copy of the Lease is attached hereto, the same represents the entire agreement between Landlord and Tenant and the same is full y enforceable in accordance with its terms, **(d)** that no prepayment or reduction of rent and no modification, termination or acceptance of surrender of the Lease will be valid as to Landlord or Lender without the consent of said entities, and **(e)** that notice of the proposed assignment of Landlord’s interest in the Lease may be given it by Certified of Registered Mail, Return Receipt Requested, at the Premises, or as otherwise directed below.

Landlord:  
 Equity Commercial Realty, LLC  
 c/o Touchstone Management  
 PO 722760  
 Norman, OK 73070  
 405.701.0038  
[marissa@fleskeholding.com](mailto:marissa@fleskeholding.com)

Tenant:  
 City of Norman  
 201 W. Gray  
 Norman, OK 73069  
 ATTN: Legal Department

Date: \_\_\_\_\_

Date: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_



**EXHIBIT "E"**

**TENANT ACCEPTANCE LETTER**

**Landlord:** Equity Commercial Realty, LLC

**Tenant:** City of Norman, ATTN: Legal Department

**Premises:** 1910 Research Park Blvd, Norman, OK 73069

**LEASE DATED:** \_\_\_\_\_

The undersigned, as Tenant, hereby confirms as of this date, the following:

- 1. That it has accepted possession of the premises pursuant to the terms of the aforesaid Lease.
- 2. That the improvements and space required to be furnished according to the aforesaid Lease have been completed in all respects and have been found to be satisfactory.
- 3. That the Landlord has fulfilled all of its duties of an inducement nature in the Lease, if any.
- 4. That the aforesaid Lease has not been modified, altered or amended except as noted herein.
- 5. That there are no offsets or credits against rentals, nor have rentals been paid more than thirty (30) days in advance.
- 6. That said rental shall commence to accrue on the \_\_\_ day of \_\_\_\_\_, 2022.
- 7. That we have no notice of a prior assignment, hypothecation or pledge of rents or the lease.

**Tenant:** \_\_\_\_\_

**Tenant:** \_\_\_\_\_

**DATE:** \_\_\_\_\_







**DATE:** \_\_\_\_\_

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<b>TITLE</b>	lease Research Park - City of Norman, ready for signature
<b>FILE NAME</b>	Research Park Lea...or signatures.pdf
<b>DOCUMENT ID</b>	7fcc78112015d76448fd52a4a7330a7dfd0bcfc8
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

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## Document History

 SENT	<b>03 / 30 / 2022</b> 22:26:07 UTC	Sent for signature to Darrel Pyle (darrel.pyle@normanok.gov) and Eric Fleske (eric@fleskeholding.com) from rachelle@fleskeholding.com IP: 72.198.168.219
 VIEWED	<b>03 / 31 / 2022</b> 18:34:21 UTC	Viewed by Darrel Pyle (darrel.pyle@normanok.gov) IP: 96.8.35.98
 SIGNED	<b>03 / 31 / 2022</b> 18:35:44 UTC	Signed by Darrel Pyle (darrel.pyle@normanok.gov) IP: 96.8.35.101
 VIEWED	<b>03 / 31 / 2022</b> 18:47:14 UTC	Viewed by Eric Fleske (eric@fleskeholding.com) IP: 72.198.168.219
 SIGNED	<b>03 / 31 / 2022</b> 18:47:24 UTC	Signed by Eric Fleske (eric@fleskeholding.com) IP: 72.198.168.219
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