

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into as of the date of the last signature affixed hereto (the "Effective Date"), by and between the parties defined below as Landlord and Tenant respectively. Landlord and Tenant may be collectively referred to herein as the "Parties" or each, individually, as a "Party".

"TENANT":

Mollman Media, Inc.  
An Oklahoma domestic for profit business corporation

Notice Address: 607 W Chickasha Ave

Email: Chickasha Ok 73012

Phone: Mollman Media, Inc 405 284 2729

"LANDLORD":

Norman Regional Hospital Authority  
An Oklahoma public trust d/b/a Norman Regional Health System

Notice Address: 901 N Porter Ave.  
Norman, OK 73072

Email: mherron@nrh-ok.com

Phone: (405) 307-2146

1. **LEASED PROPERTY:** Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord a segment of property located near the southwest corner of the intersection of Oklahoma Highway 9 and 24th Avenue SE and north of Ann Branden Boulevard in Norman, Oklahoma (the "Property"). The Property, which is specifically identified by the highlighted area in Exhibit "A" attached hereto, is large enough to accommodate a digital billboard (the "Billboard") and associated equipment and infrastructure, as further described below in paragraph 3 of this Lease. Landlord provides the Property in its current AS IS WHERE-IS CONDITION. Tenant's obligation under this Lease includes the completion of certain improvements to the Property (the "Tenant's Work"), as described in paragraph 2 of this Lease.

2. **TENANT'S WORK:** Tenant is solely responsible for installing the Billboard at Tenant's expense, including securing any necessary permits, contracts, materials, and labor. In addition to complying with the requirements in paragraph 9 of this Lease, Tenant will, upon request, provide Landlord with updates regarding the progress of Tenant's Work. Landlord may, in its discretion, take steps to accommodate Tenant's Work; provided, however, that Tenant remains solely responsible for completing Tenant's Work. Tenant's Work shall be deemed complete on the day the Billboard is capable of displaying advertisements ("Operational Date").

3. **THE BILLBOARD:** The total height of the Billboard will be approximately 33 feet tall from the ground to the highest point of the Billboard, including two electronic displays (one on each side of the Billboard) measuring roughly 11 feet tall by 22 feet wide. The electronic display will be capable of cycling through multiple advertisements, at a rate of roughly six advertisements per minute. Once the Billboard is constructed, Tenant will be regarded as the owner of the Billboard and associated equipment and infrastructure, subject to the terms of this Lease.

4. **TERM:** The initial term of this Lease will be for a period \_\_\_\_\_, commencing on the Operational Date. \_\_\_\_\_; unless either Landlord or Tenant provides written notice at least one year before the expiration of the initial term or Subsequent Term, as the case may be. In addition, this Lease may be terminated:

- (a) As provided elsewhere in this Lease;
- (b) Thirty days after Landlord provides Tenant written notice, if Tenant has not commenced Tenant's Work within 120 days of the Effective Date; or
- (c) Thirty days after Landlord provides Tenant written notice, if Tenant has not completed Tenant's Work within 200 days of the Effective Date. For purposes of this paragraph, Tenant has completed Tenant's Work on the Operational Date. If the Lease is terminated pursuant to this subparagraph, Landlord may (1) restore the Property to its original condition and invoice Tenant for the cost of such restoration; (2) at its own



- (iv) \_\_\_\_\_
- (vi) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_

7. **USE OF PROPERTY:**

- (a) Tenant shall use and occupy the Property solely for the purpose of installing the Billboard, maintaining the Billboard, and other ancillary matters. Tenant shall obtain the prior written consent of Landlord before changing the scope or character of such use; provided, however, that nothing in this Lease shall be construed to prevent Tenant from accessing the property as necessary to assemble, install, maintain, repair, or otherwise manage the Billboard and associated equipment and infrastructure.
- (b) Tenant shall not use the Property in any manner that is disreputable, creates extraordinary fire hazards, or which would result in an increase in the insurance premium rates or cancellation of Landlord's insurance policy. It shall be the sole responsibility of Tenant to ensure Tenant's use the Property, including installation of the Billboard, is not in violation of any applicable laws, statutes, rules, regulations, orders, covenants, restrictions, decrees, or City of Norman ordinances, including, but not limited to, the Property's existing zoning designation, environmental regulations, and all laws regarding access for handicapped or disabled persons. Tenant shall indemnify, defend, and hold harmless Landlord from all claims, penalties, or damages that arise in any way from the Tenant's failure to comply with any applicable laws, statutes, rules, regulations, or City of Norman ordinances.
- (c) Movement on or off of the Property of equipment, boxes, crates, and other items is undertaken at Tenant's risk, and Tenant assumes all risks of, and shall be liable for, all damage to property or persons when moving items in and out of the Property.
- (e) All damages to the Landlord's property caused by the movement of any property of Tenant, or of Tenant's officers, owners, managers, employees, agents, representatives, visitors, guests, customers, delivery persons, invitees, contractors, or subcontractors, shall be repaired at the sole cost and expense of Tenant.

8. **UTILITIES:** Tenant shall arrange and pay for any and all utilities furnished to the Billboard, including, but not limited to, electricity, internet, telecommunications, security, and any other expenses incurred in the business operations conducted on the Property.

9. **IMPROVEMENTS AND ALTERATIONS:** Any improvements made by Tenant to the Property, subject to paragraph 13 of this Lease, shall become part of the Property of Landlord at the expiration of this Lease. In installing the Billboard, Tenant agrees to provide first-class quality materials, and labor shall be performed in a first-class workmanlike

manner with high-quality results. The Property is offered for lease to Tenant in an "AS-IS" "WHERE-IS" condition, and Landlord shall not be responsible for remodeling or providing more improvements of any nature to the Property. Any improvements to the Property, including installation of the Billboard and any associated equipment and infrastructure, shall be done at the sole expense of Tenant. It is Tenant's responsibility to make certain that any such improvements, including the Billboard and any associated equipment and infrastructure, comply with all applicable laws, regulations, ordinances, and

codes. Tenant shall not permit any mechanic's or materialman's liens to be filed against the Property for any work performed, materials furnished, or obligation incurred by Tenant, or at Tenant's request. If such a lien is filed, then Tenant shall, within ten (10) days after Landlord has delivered notice of such filing to Tenant, either pay the amount of the lien or diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim or bond around the lien and invoice Tenant for the cost thereof, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten (10) days after Landlord has invoiced Tenant therefore. If the lien is not removed within the ten-day period Landlord reserves the right to treat the failure as a material breach and terminate this Lease agreement upon ten (10) days' notice, in addition to all other rights and remedies contained herein.

10. **MAINTENANCE AND REPAIRS:**

(a) **Tenant Obligations.** Tenant shall be responsible for the expense and performance of all maintenance and repairs that are necessary to keep all of the improvements, including the Billboard and associated equipment and infrastructure; fixtures; equipment; and appliances related in any way to the Property, in good condition and working order, including making repairs and performing maintenance to address ordinary wear and tear and casualty. Tenant agrees that its duty to perform maintenance and repairs performing preventive and routine maintenance on all systems in order to keep them in good working order and condition, at Tenant's sole expense.

(b) **Self-Help.** In the event that Landlord in good faith determines that maintenance or repairs are needed, Landlord shall inform Tenant of the need for such maintenance or repair. If Tenant fails to make such maintenance or repair within thirty (30) days of Landlord's notice, Landlord may perform the maintenance or repair as necessary and the Tenant shall reimburse the Landlord for all expenses associated therewith.

11. **TAXES:** Landlord shall be responsible for paying real estate property taxes, except that Tenant shall be responsible for any and all taxes levied or assessed against the Billboard and any associated equipment and infrastructure, as well as taxes levied or assessed against other improvements or fixtures placed by Tenant on the Property.

12. **INSURANCE:** Tenant shall be solely responsible for insuring the Billboard and associated equipment and infrastructure, at levels consistent with industry standards.

13. **SURRENDER:**

(a) No act by Landlord shall be deemed an acceptance of surrender of the Property, and no agreement to accept a surrender of the Property shall be valid unless it is in writing and signed by the Landlord. At the expiration or termination of this Lease, Tenant shall deliver to Landlord the Property with all improvements located therein in good repair and condition, including repairs relating to ordinary wear and tear and casualty. Subject to paragraph 13(b) of this Lease, provided that Tenant has completely performed all of Tenant's obligations hereunder, Tenant may remove all unattached trade fixtures and personal property placed in the Property by Tenant. Tenant shall repair all damage caused by any removal of items. All items left on the Property by Tenant after termination of the Lease, or end of the Lease, shall be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items.

(b) Unless this Lease is terminated pursuant to paragraphs 4(b) or 4(c) of this Lease, at the expiration or termination of this Lease, Landlord will elect one of the following options with respect to the Billboard and associated equipment and infrastructure:

(i) Landlord may direct Tenant to remove the Billboard and associated equipment and infrastructure from the property at Tenant's sole expense. Tenant shall repair all damage caused by the removal and shall bear sole responsibility for the removal.

(ii) Landlord may purchase the Billboard and associated equipment and infrastructure from Tenant at fair market value. Landlord may, at Landlord's expense and discretion, elect to obtain an opinion from an independent appraiser on the fair market value of the Billboard and associated equipment and infrastructure and, subject to subparagraph 13(c) of this Lease, the appraiser's calculation of fair market value will be final unless both Parties reject the appraisal.

(iii) Landlord may authorize Tenant to sell the Billboard and associated equipment and infrastructure to a third party mutually agreed upon by Landlord and Tenant. As provided in subparagraph 13(c) of this Lease, Landlord may condition its election upon Landlord executing a lease or other agreement with the third party.

(iv) Landlord and Tenant may, in writing, agree to some other option with respect to the Billboard and associated equipment and infrastructure.

(c) Landlord's election made pursuant to subparagraph 13(b) of this Lease is subject to Landlord's absolute discretion. Landlord may, in Landlord's sole discretion, make its election subject to any reasonable condition, including (but not limited to) the fair market value determination made by an appraiser pursuant to subparagraph 13(b)(ii) of this Lease, the execution of a separate agreement between Landlord and Tenant, or the execution of a separate agreement between Landlord and any third party. Landlord may revoke, alter, or change, its election at any time unless Tenant has reasonably and materially relied upon Landlord's election.

14. **QUIET ENJOYMENT AND UNOBSTRUCTED VIEWS:** Provided Tenant has performed all of its obligations hereunder, Tenant shall peaceably and quietly hold and enjoy the Property for the term of the Lease, without hindrance from Landlord or any party claiming by, through, or under Landlord, but not otherwise, subject to the terms and conditions of this Lease. Landlord will not obstruct the Billboard, as viewed from nearby roadways from which the Billboard would be visible and legible on the Effective Date. Such duty to not obstruct includes an obligation to ensure no vegetation on property owned and controlled by Landlord obstructs the sign; provided, however, that Tenant is solely responsible for maintaining the Property.

15. **ASSIGNMENT AND SUBLETTING:** This Lease is not assignable, except as follows:

- (a) Tenant shall not, without the prior written consent of Landlord: (i) Sublease any part or all of the Property; (ii) assign, transfer, mortgage, pledge, collateralize, or encumber this Lease, the Property, or any portion thereof; (iii) grant any license, concession, or other right of occupancy to any part or all of the Property; or (iv) permit the use and occupancy of the Property by any individual or entity other than Tenant. Any one or more of the above events shall constitute a "Transfer." If Tenant requests Landlord's consent to a Transfer, then Tenant shall provide, at Tenant's expense, Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address, reasonably satisfactory information about its business and business history; its proposed use of the Property; and general references sufficient to enable Landlord to determine the proposed transferee's and character.
- (b) Landlord's consent to a transfer may not be unreasonably withheld. In determining whether to grant consent, Landlord may consider, among any other appropriate factors, the reputation of the proposed transferee; the proposed transferee's ability to comply with the terms of this Lease, including its ability to offer Advertising Credit to an inventory of advertisements comparable to Tenant's inventory; and the proposed transferee's willingness to assume the entirety of this Lease.
- (c) If Landlord gives prior written consent to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement in which it expressly assumes the Tenant's obligations hereunder and any additional obligations imposed by Landlord upon Landlord's consent. Landlord's consent to a Transfer shall not release Tenant from its obligations under this Lease, but rather, unless Landlord agrees otherwise, Tenant and its transferee shall be jointly and severally liable. Landlord's consent to any Transfer shall not be deemed to waive Landlord's rights as to any subsequent Transfers.
- (e) Notwithstanding anything in this paragraph, Tenant's leasing of advertising space on the Billboard, as provided in paragraph 5 of this Lease, does not constitute a Transfer and, except as otherwise provided in this Lease, does

not require Landlord's prior written consent.

16. **DAMAGES, NON-LIABILITY OF LANDLORD:** Landlord, and Landlord's officers, managers, employees, and members shall not be liable for any losses, costs, expenses, damages, theft, or vandalism of any property of Tenant, or Tenant's officers, owners, managers, employees, agents, representatives, visitors, guests, customers, delivery persons, invitees, contractors, and subcontractors, unless such events are directly caused by or due to the negligence of Landlord or its officers, owners, managers, employees, agents, representatives, contractors, and subcontractors. Landlord, or its agents, shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling objects, slips or falls, steam, glass, electricity, water, rain, snow, ice, or water leaks, unless such events are directly caused by or due to the negligence of Landlord. Landlord, and Landlord's officers, managers, employees, and members shall not be liable in any way for any acts of God or natural events.

17. **BREACH, DEFAULT AND REMEDIES:** Tenant shall be deemed to be in default if any one or more of the following events occurs at any time: (i) Tenant violates or fails to perform any of Tenant's obligations, commitments, promises, terms, guaranties, covenants, conditions, or rules expressed in this Lease, and such violation or failure continues for thirty (30) days after written notice of such default from Landlord, or, if such cure reasonable takes longer than such period, then Tenant shall be entitled to such additional time to cure as is reasonably necessary to cure the same; (ii) an assignment is made of the Tenant's property for the benefit of creditors; (iii) abandonment of the Property or the closing of Tenant's business; (iv) 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 ninety (90) days; (v) the adjudication of the Tenant or any Guarantors as bankrupt or insolvent in proceedings filed under the federal bankruptcy act or any similar law; or (vi) the appointment of a receiver or trustee for the Tenant, any Guarantors, or any of the assets of the Tenant. Upon any event of default and Tenant's failure to timely cure such default, Landlord may exercise any one, or more, or all of the following rights and remedies, in Landlord's sole discretion: (i) Landlord may terminate the Lease; (ii) Landlord may terminate Tenant's right to possession of the Property; or (iii) Landlord may require Tenant to pay to Landlord an amount equal to all damages resulting from Tenant's default including, but not limited to:

- (a) All costs incurred by Landlord in obtaining possession of the Property;
- (b) All costs of Landlord in removing and/or storing items that are abandoned by Tenant on the Property;
- (c) All expenses of re-leasing the Property such as brokerage fees, advertising costs, cleaning expenses, repair costs, expenses to return the Property to rentable condition;
- (d) All damages to the Property improvements, fixtures, equipment, site, and all costs to repair, restore, clean and/or otherwise put the Property back into a reasonably presentable condition;
- (e) All costs incurred by Landlord in performing any of Tenant's obligations which Tenant failed to perform;
- (f) All damages resulting from Tenant's breach of the covenants in this Lease; and
- (g) All reasonable attorneys' fees, court costs, and collections expenses incurred by Landlord in the enforcement of this Lease against Tenant, whether before or after litigation is filed.

Upon termination of the Lease, Landlord shall use reasonable efforts to re-lease the Property on such terms as Landlord, in Landlord's sole discretion, may determine (including terms different than in this Lease). Tenant's obligations shall not be diminished because of Landlord's failure to re-lease the Property, or any other amount due under this Lease, due for such re-leasing, to the extent that Landlord is unable to re-lease the Property upon reasonable terms. Amounts due to Landlord under this Lease may be recovered by Landlord, at Landlord's option, in separate actions, from time to time; or, at Landlord's option, may be deferred until the expiration of the term of this Lease (in which event, the cause of action shall not be deemed to have accrued until the date of expiration of the term of the Lease). The provisions contained in this paragraph shall be in addition to and shall not prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of the unexpired term of this Lease. All rights and remedies of Landlord under this Lease shall be cumulative and shall not prohibit Landlord from exercising any other rights and remedies available to Landlord under applicable law or at equity, including, but not limited to, a lawsuit for damages, an injunction, or specific performance. No waiver by Landlord of any breach of any covenant, condition, agreement, rule, or regulation herein contained shall operate as a waiver of such covenant, condition, agreement, rule, or regulation itself, or of any subsequent breach thereof. To the full extent permitted by law or equity, Landlord and Tenant agree that the Oklahoma District Court in Cleveland County Oklahoma, and the Federal District Court in the Western District of Oklahoma, shall have exclusive jurisdiction over any matter relating to or arising from this Lease and the Parties' rights and obligations under this Lease, and that Oklahoma law shall govern the interpretation and enforcement of this Lease. All personal property not removed by Tenant from the Property within thirty (30) days after the termination of this Lease will be conclusively presumed to have been abandoned by Tenant, and Landlord at Landlord's sole option, thereafter may 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.

If Landlord fails to perform any of Landlord's covenants hereunder, Landlord shall not be in default unless: (1) Tenant gives Landlord written notice thereof, setting forth in reasonable detail the nature and extent of such failure, and (2) if such failure by Landlord is not cured or attempted to be cured within thirty (30) days following the delivery of such notice. If such failure cannot be reasonably cured within thirty (30) days, the length of such period shall be extended for a period reasonably required therefor if Landlord commences curing such failure within the thirty (30) day period and continues the curing thereof with reasonable diligence and continuity. Upon such default by Landlord and continuation of the same after all cure periods have expired, Tenant may perform the cure of the default for and on behalf of Landlord, the cost of which performance, upon the proper payment thereof, together with all interest and penalties necessarily paid in connection therewith and any and all other damages incurred by Tenant as a result of any such default, shall be paid to Tenant by Landlord upon demand, with interest thereon, from the date of each expenditure and/or incurrence or, at the continuing option of Tenant, the same may (in whole or in part), with interest as aforesaid. The failure of Tenant to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease will not be construed as a waiver or a relinquishment thereof for the future. The remedies set forth in this paragraph are in addition to and not in limitation of any other rights and remedies of Tenant contained in this Lease, or at law or in equity. If Landlord defaults under this Lease, and Tenant enforces this Lease, by terminating the Lease or otherwise, Tenant shall be entitled to recover from Landlord all damages and other sums which Tenant is entitled to recover under any provision of this Lease or at law or in equity, including without limitation, Tenant's cost. If such Landlord default continues and is of a nature which materially and adversely impacts Tenant's business and is incapable of a cure by Tenant, then Tenant may terminate this Lease upon having delivered 30 days' notice of Tenant's intent to terminate provided the default is not cured by the date of lease termination, and upon such termination, in which event the Parties shall have no further rights or liabilities under this Lease except for any that expressly survive termination of this Lease). Notwithstanding any other provision herein, in no event shall either Party be liable to the other for any special or punitive damages as a result of any breach of or default under this Lease.

18. **INDEMNIFICATION:** Subject to the waiver of subrogation, Tenant shall defend, indemnify, and hold harmless Landlord, and Landlord's officers, managers, employees, members, owners, representatives, agents, contractors, subcontractors, and consultants, from and against all claims, demands, liabilities, causes of action, lawsuits, disputes, allegations, investigations, judgments, controversies, petitions, fines, damages, and expenses (including, but not limited to, attorneys' fees and all litigation expenses) alleged to be caused by, or arising from any act, omission, or negligence, of Tenant, or Tenant's officers, owners, managers, employees, agents, representatives, visitors, guests, customers, delivery persons, invitees, contractors, and subcontractors. This indemnity shall also apply to any act committed, or any omission to act, in or about the Property by Tenant, or Tenant's officers, owners, managers, employees, agents, representatives, visitors, guests, customers, delivery persons, invitees, contractors, and subcontractors, or from any breach or default by Tenant of this Lease. Likewise, Landlord shall defend, indemnify, and hold harmless Tenant, and Tenant's officers, managers, employees, members, owners, representatives, agents, contractors, subcontractors, and consultants, from and against all claims, demands, liabilities, causes of action, lawsuits, disputes, allegations, investigations, judgments, controversies, petitions, fines, damages, and expenses (including, but not limited to, attorneys' fees and all litigation expenses) alleged to be caused by, or arising from any act, omission, or negligence, of Landlord, or Landlord's officers, owners, managers, employees, agents, representatives, visitors, guests, customers, delivery persons, invitees, contractors, and subcontractors. This indemnity shall also apply to any act committed, or any omission to act, in or about the Property by Tenant, or Tenant's officers, owners, managers, employees, agents, representatives, visitors, guests, customers, delivery persons, invitees, contractors, and subcontractors, or from any breach or default by Landlord of this Lease. This indemnity provision shall survive termination or expiration of this Lease until the applicable statute of limitations ends as related to any claims that could be brought as indicated above. If any proceeding is filed for which indemnity is required hereunder, each indemnifying Party agrees, upon request therefore, to defend the indemnified Party in such proceeding at the indemnifying Party's sole cost utilizing attorneys reasonably satisfactory to the indemnified Party. Tenant agrees on behalf of itself and Tenant's officers, managers, owners, members, and employees, that the liability of Landlord to Tenant or any of Tenant's officers, managers, owners, members, and employees, for any claims against Landlord of any nature shall be recoverable only to the extent of the Landlord's economic interest in the Property. Tenant agrees on behalf of itself and Tenant's officers, managers, owners, members, and employees, that Landlord's officers, managers, employees, members, owners, representatives, or agents shall not be personally liable in any way for any claims or damages. Notwithstanding the foregoing or anything in this Lease to the contrary, indemnifications by Landlord are subject in all respects to the terms and conditions set forth in The Governmental Tort Claims Act codified in Okla. Stat. tit. 51, §§ 151, et seq.

19. **SUBORDINATION ATTORNMENT:** This Lease shall be subordinate to any deed of trust, mortgage or other security instrument, or any ground lease, master lease, or primary lease, which now or hereafter covers all or any part of the Property. Tenant shall attorn to any party succeeding to Landlord's interest in the Property, whether by purchase, foreclosure,

deed in lieu of foreclosure, power of sale, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request. However, Tenant shall not be required to vacate and leave the Property prior to the end of Tenant's term in this Lease for such reasons of subordination or attornment. Tenant shall not seek to enforce any remedy for any default on the part of the Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail, to any Landlord's mortgagee (if any), and affording such Landlord's mortgagee an opportunity to perform Landlord's obligations.

20. **EMINENT DOMAIN**: Tenant agrees that Landlord may convey insignificant perimeter portions of the Property for highway or roadway purposes to the State of Oklahoma or other appropriate governmental body, and covenants and agrees to consent thereto and to execute any documents in order to effectuate same. If the entire Property are taken by right of eminent domain, or conveyed in lieu thereof, this Lease shall terminate as of the date of the taking. If any eminent domain government taking occurs, Landlord shall receive the entire award or other compensation granted and Tenant may separately pursue a claim (to the extent that it will not reduce Landlord's award) against the condemning government for Tenant's cost, the value of Tenant's personal property which Tenant is allowed to remove under this Lease, moving costs, loss of business, and other claims it may have.

21. **CERTAIN RIGHTS RESERVED BY LANDLORD**: Landlord reserves the right to make reasonable inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Property, or any part thereof; and to enter upon the Property. Landlord reserves the right to take such reasonable measures as Landlord deems advisable for the safety and security of the Property and persons located upon the Property. Landlord reserves the right to enter the Property at reasonable hours to show the Property to prospective purchasers, lenders, or prospective tenants during the last three (3) months of the Initial Term or Subsequent Term, as the case may be.

22. **LANDLORD TRANSFER**: Landlord may transfer any portion of the Property and any of Landlord's rights under this Lease. If Landlord assigns its rights under this Lease, then Landlord shall thereby be released from any further obligations hereunder, provided that the assignee assumes Landlord's obligations hereunder in writing.

23. **NOTICE**: All notices and other communications given pursuant to this Lease shall be in writing and shall be delivered via: (i) first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the Parties hereto at the address specified herein; (ii) hand delivered in writing to the intended address; or (iii) sent by email, so long as receipt of such transmission can be confirmed by the sender, and so long as the evidenc of such transmission is maintained and available for verification. All notices shall be effective upon delivery to the address of the addressee. The Parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

24. **FORCE MAJEURE**: Whenever a period of time is herein prescribed for action to be taken by either Landlord or Tenant, such Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor, or materials, war, government laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such Party.

25. **BROKERAGE**: Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party.

26. **ESTOPPEL CERTIFICATES**: From time to time, Tenant shall furnish to any party designated by Landlord, within ten (10) days after Landlord has made a request therefore, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord may reasonably request.

27. **AUTHORITY**: Tenant, and each individual executing this Lease on behalf of Tenant, represent and warrant that such individual(s) is duly authorized to execute and deliver this Lease on behalf of Tenant, and any other affiliated Tenant entities as may be required to bind Tenant to this Lease. The individual(s) executing this Lease on behalf of Landlord represent and warrant to Tenant that they are fully authorized and legally capable of executing this Lease on behalf of Landlord and that such execution is binding upon all parties holding any beneficial and/or ownership interest in the Property.

28. **PARAGRAPH HEADINGS**: Paragraph headings contained in this Lease are for reference purposes only and shall not affect in any way whatsoever the meaning or interpretation of this Lease. Likewise, the phrase "intentionally deleted" or "intentionally blank" is for incidental drafting purposes only and shall not be construed to affect the interpretation of the



remaining provisions of this Lease and shall not be construed to mean that Landlord has affirmatively negated any rights that Landlord may otherwise enjoy elsewhere in the Lease, or by statute, law, or equity.

29. **TIME OF THE ESSENCE**: Time is of the essence in all provisions (singular and multiple) of this Lease and shall be strictly followed.
30. **SEVERABILITY**: If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
31. **MODIFICATION**: This Lease may not be amended except by an instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord, and no custom or practice which may evolve between the Parties in the administration of the terms hereof shall waive or diminish the right of Landlord to insist upon and enforce performance by Tenant in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the Parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and other than Landlord's Mortgagee (if one exists), no third party shall be deemed a third-party beneficiary hereof.
32. **NO MERGER**: There shall be no merger of the leasehold interest hereby created with the fee estate in the Property or any part thereof if the same person acquires or holds, directly or indirectly, this Lease, or any interest in this Lease, and the fee estate in the Property, or any interest in such estate.
33. **NO OFFER**: The submission of this Lease to Tenant, and any writings or discussions prior such submission, shall not be construed as an offer of any kind, and Tenant shall not have any rights under this Lease unless Landlord and Tenant both execute the same copy of this Lease.
34. **JOINT AND SEVERAL LIABILITY**: Each entity that serves in the capacity of a tenant, subtenant, occupant, property manager, managing partner, or member, as it relates to this Lease, shall be jointly and severally liable for Tenant's obligations under this Lease.
35. **ENTIRE AGREEMENT**: This Lease 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. Furthermore, Landlord and Tenant expressly disclaim any implied warranties that the Property are suitable for Tenant's intended commercial purpose. This Lease may be executed and delivered via electronic means.


IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date with intent to be bound by the terms contained herein.

Tenant:  
Mollman Outdoor, Inc.  
An Oklahoma domestic for profit business corporation

Signature: [Handwritten Signature]  
Printed Name: Matthew Mollman  
Title: President

Date: 6-Feb-23

Landlord:  
Norman Regional Hospital Authority  
An Oklahoma public trust d/b/a Norman Regional Health System

Signature: Richie Splitt   
Printed Name: **Richie Splitt, FACHE**  
Title: **President and Chief Executive Officer**

Date: 02/16/2023  
12:11 PM EST

