FISTA Development Trust Authority

Board Meeting

January 7th, 2025 at 3:15 p.m.
FISTA Innovation Park, Conference Room
200 SW C Avenue, Lawton, Oklahoma

The meeting will be conducted in person for all trustees and members of the public to attend.

"Official action can be taken only on items which appear on the agenda. The Authority may approve, ratify, deny, defer, recommend or continue any agenda item. The Authority may also propose to enact floor amendments to any matter presented before them. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

AGENDA

I. Call to Order/Roll Call

II. Introduction of Guests

III. Business

A. Consider approval of minutes of the Trust meeting on December 3, 2024.
RECOMMENDED ACTION: Motion to approve/amend minutes.

B. Consider approval of October 2024 financials.
RECOMMENDED ACTION: Motion to approve financials.

C. Consider approval of an Agreement with Tradesman Architectural Studios for professional services in designing, bidding and construction administration of FISTA Tenant Suites (Copies of the Agreement are on file in the Office of the City Clerk)
RECOMMENDED ACTION: Move to approve the agreement with Tradesman Architectural Studios for the FISTA Tenant Suites, and authorize the Chair and Secretary to execute the Agreement.

D. Consider approval of an Amended Lease Agreement between the FISTA Trust and Epirus Inc., for approximately 2,107 square feet, as their First Right of Refusal Space, and authorize the Chair and Secretary to execute the agreement (Copies of the Agreement are on file in the Office of the City Clerk)
RECOMMENDED ACTION: Move to approve an Amended Lease Agreement between the FISTA Trust and Epirus Inc., for approximately 2,107 square feet as their First Right of Refusal Space, and authorize the Chair and Secretary to execute the Agreement.

E. Consider approval of a Lease Agreement between the FISTA Trust and The Innovation Foundation at Oklahoma State University for approximately 250 square feet in the Business Integration Center (BIC) at Central Plaza, and authorize the Chair and Secretary to execute the Agreement (Copies of the Agreement are on file in the Office of the City Clerk)
RECOMMENDED ACTION: Move to approve a Lease Agreement between the FISTA Trust and the Innovation Foundation at Oklahoma State University for approximately 250 square feet in the BIC at Central Plaza, and authorize the Chair and Secretary to execute the agreement.

F. Consider approval of a Request for Proposals for Architectural and Engineering Services for the Design of an Anechoic Chamber at FISTA and direct the solicitation for proposals be published and advertised as required by applicable laws (Copies of the Request for Proposals are on file in the Office of the City Clerk)
RECOMMENDED ACTION: Move to approve a Request for Proposals for Architectural and Engineering Services for the Design of an Anechoic Chamber at FISTA, and direct the solicitation for proposals be published and advertised as required by applicable laws.

G. Consider approval of a Request for Proposals for Additive Manufacturing Equipment for the FISTA STEM Center and direct the solicitation for proposals be published and advertised as required by applicable laws (Copies of the Request for Proposals are on file in the Office of the City Clerk)
RECOMMENDED ACTION: Move to approve a Request for Proposals for Additive Manufacturing for the FISTA STEM Center and direct the solicitation for proposals be published and advertised as required by applicable laws.

H. Consider entering into negotiations with Tradesman Architectural Studios for the provision of architectural and engineering services related to the design and development of the FISTA Anechoic Chamber. This recommendation is based on their proposal in response to the recently issued RFP and their demonstrated qualifications (Copies of the Response to RFP are on file in the Office of the City Clerk)
RECOMMENDED ACTION: Authorize the President & CEO to enter into negotiations with Tradesman Architectural Studios for contractual terms, scope of work, and budget related to the FISTA Anechoic Chamber project.

I. Consider approval of a five (5) year Lease Agreement between the FISTA Trust and SBIR Advisors for approximately 100 square feet in the Business Integration Center (BIC) at Central Plaza, and authorize the Chair and Secretary to execute the Agreement. (Copies of the Agreement are on file in the Office of the City Clerk)

RECOMMENDED ACTION: Move to approve a five (5) year Lease Agreement between the FISTA Trust and SBIR Advisors for approximately 100 square feet in the BIC at Central Plaza, and authorize the Chair and Secretary to execute the agreement.

J. Consider approval of a five (5) year Lease Agreement between the FISTA Trust and ANPC for approximately 100 square feet in the Business Integration Center (BIC) at Central Plaza, and authorize the Chair and Secretary to execute the Agreement (Copies of the Agreement are on file in the Office of the City Clerk)
RECOMMENDED ACTION: Move to approve a five (5) year Lease Agreement between the FISTA Trust and ANPC for approximately 100 square feet in the BIC at Central Plaza, and authorize the Chair and Secretary to execute the agreement.

IV. Reports

Chairman's Update
President/CEO Update
Trustees/Committees
Construction

V. Adjourn

This Notice of Meeting and Agenda was sent via email on January 6th, 2025 at 3:10 p.m. to the following locations:

Lawton City Hall
Agenda Email Distribution List
thefista.com
FISTA, 200 SW C Ave, Lawton, OK 73501

The FISTA Development Trust Authority encourages participation by all City of Lawton citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (580) 581-3305 at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The 48-hour time period may be waived if an interpreter for the deaf (signing) is not the necessary accommodation.

FISTA Development Trust Authority
Board Meeting Minutes

December 3, 2024 at 3:15 p.m.
FISTA
200 SW C Avenue, Lawton, Oklahoma

Trustees Present: Barry Ezerski, Clarence Fortney, Brian Henry, Albert Johnson, Jr., Phil Kennedy, David Madigan, Randy Warren, and Allan Hampton

Ex-Officio Present: Assistant Treasurer Dani Blackburn and Dewayne Burk

Trustees Absent: Mark Brace, Liz Tomichen, and Amber Woomavovah

Ex-Officio Absent: n/a

Staff Present: Dr. Krista Ratliff, Charli Hall, Ariana Sirokman, Nena Hardy, and Kerry Norman

Guests: Eric Swanson, Kim McConnell, R.L. Smith, and Paige Kimbro

I. **Call to Order/Roll Call**

II. **Introduction of Guests**

III. **Business**

A. Consider approval of the minutes of the Trust meeting on November 5, 2024.
ACTION: Mr. Ezerski moved to approve the minutes of the Trust meeting on November 5, 2024; Mr. Madigan seconded the motion. The motion passed unanimously; a copy of the minutes is on file in the Office of the City Clerk.

B. Consider approval of September 2024 financials.
ACTION: Assistant Treasurer Dani Blackburn presented; Mr. Fortney moved to approve September 2024 financials; Mr. Henry seconded the motion. The motion passed unanimously; a copy of the financials is on file in the Office of the City Clerk.

C. Consider approval of a Guaranteed Maximum Price Amendment to the Construction Contract with QUAD Build, Inc., for build-out of the STEM Lab, Incubator and Makerspace in the former Old Navy Space of the Central Plaza, and authorize the Chair and Secretary to execute the Amendment (Copies of the Guaranteed Maximum Price Amendment are on file in the Office of the City Clerk)
ACTION: Dr. Ratliff presented; Mr. Fortney moved to approve the Guaranteed Maximum Price Amendment to the Construction Contract for the build-out of the STEM Lab, Incubator and Makerspace in the former Old Navy Space of the Central Plaza, and authorize the Chair and Secretary to execute the Amendment; Mr. Warren seconded the motion. The motion passed 7-1, with one abstention from Mr. Kennedy upon the opinion of the City Attorney, serving in the capacity of the FISTA Trust counsel, recusing himself from this action; A copy of the Guaranteed Maximum Price Amendment is on file in the Office of the City Clerk.

D. Consider approval of amendments to the FISTA Trust Employee Handbook (Copies of the amended Employee Handbook are on file in the Office of the City Clerk)
ACTION: Dr. Ratliff presented; Mr. Johnson moved to approve amendments to the FISTA Trust Employee Handbook.; Mr. Ezerski seconded the motion. The motion passed unanimously; a copy of the amended Employee Handbook is on file in the Office of the City Clerk.

IV. Reports

Chairman Update- Mr. Kennedy is the incoming Chairman, acting Chairman for the meeting in Mr. Brace's absence. Mr. Kennedy has no additional updates.

President/CEO Update- Dr. Ratliff discussed the following: Introducing Kerry Norman, our new Facility Security Officer and giving her the floor for a brief introduction. Progress in the new construction and partners, almost all 8 suites in Phase 1.2 are almost spoken for and contracted. Leidos is interested in one to expand their operations, as well as Booz Allen Hamilton, and Leonardo. Oasys is discussing opening an office within FISTA. CGI Federal is currently in a holding pattern, interest in coming to FISTA still, but on hold for now. Currently in discussions with Fortum, DZYNE, ANPC, ATHERO, and Angel UAS for space at FISTA. We are currently 10 days behind schedule on convention center construction. Cutting close but still anticipate being ready for FIRES Conference. Deposits from ARPA are finally coming as we submit the necessary receipts. The plaza transition is still ongoing, we are onboarding all Plaza employees to FISTA. We are waiting on COs for some construction so tenants can start moving into their spaces. I will be attending City Council tonight and awarding CoL 2 million dollars from the P3 Grant. 70% of the roof repair is completed. Brad Allred has been on site often and keeps us well-informed on the progress. He has been a great partner in this project. I visited LA recently and had the opportunity to meet with the teams at Halo, and Athero, as well as visit our partners at Picogrid and Epirus. Epirus wants to move manufacturing operations to Lawton, wanting to start with 250K SQFT but able to expand to 500k SQFT. Thank you to the Cameron University Foundation for the donation of $300k to the FISTA Foundation. We are excited to announce that one of our newest partners, AEON, is donating $25k to the FISTA Foundation at the end of January. We will be hosting a reception for them.

InTouch/Insight Property Manager- Mrs. Kimbro discussed the following: Recent Events- The Plaza hosted a blood drive on 11/27 with a great turnout. Black Friday at the Plaza was a success, with a higher-than-anticipated turnout. Multiple seasonal tenants filling the plaza, with a few wanting to extend to year leases. Upcoming events- Santa is coming to the Plaza for photos every Saturday leading to Christmas. On 12/14 we will have a kid craft day where they will make Hot Cocoa Ornaments. Potential tenants are close to closing leases with us.

V. Adjourn

This Notice of Meeting and Agenda was sent via email on December 2nd, 2024, at 2:40 p.m. to the following locations:

Lawton City Hall
Agenda Email Distribution List
thefista.com
FISTA, 200 SW C Ave, Lawton, OK 73501

The FISTA Development Trust Authority encourages participation by all City of Lawton citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (580) 581-3305 at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The 48-hour time period may be waived if an interpreter for the deaf (signing) is not the necessary accommodation.

Financial Statements

of
FISTA DEVELOPMENT TRUST AUTHORITY
For the Periods Ended October 31, 2024 and 2023

See Accountant's Compilation Report

Hatch, Croke & Associates, P.C.

Certified Public Accountants

417 SW C Avenue
Lawton, OK 73501

(580) 353-2122
Fax: (580) 353-2178

To Board of Directors
FISTA DEVELOPMENT TRUST AUTHORITY
Lawton, Oklahoma

Management is responsible for the accompanying financial statements of FISTA DEVELOPMENT TRUST AUTHORITY (an Oklahoma Public Trust), component unit of the City of Lawton, Oklahoma, which comprise the statement of net position as of October 31, 2024, and the related statement of revenue and expenses for the 1 month ended October 31, 2024 and October 31, 2023, and the related statement of cash flows for the 1 month ended October 31, 2024 in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Accounting principles generally accepted in the United States of America require that fixed assets with a useful life of more than a year be capitalized and depreciated over their estimated useful life. Management has elected to expense current year asset acquisitions which is not consistent with generally accepted accounting principles. Management has not determined the effect of this departure on the financial statements.

Management has elected to omit substantially all the disclosures, management discussion and analysis (MD&A), statement of changes in net assets, and required supplementary information required by accounting principles generally accepted in the United States of America. If the omitted disclosures and statements were included in the financial statements, they might influence the user's conclusions about the Organization's net position, changes in net assets, and cash flows. Accordingly, the financials statements are not designed for those who are not informed about such matters.

Supplementary Information

The supplementary information contained in the departmental statements of revenue and expenses and the Budget/Variance reports are presented for purposes of additional analysis and are not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement, however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

Other Matters

While the financial statements are compiled in accordance with accounting principles generally accepted in the United States of America, their presentation is not.

We are not independent with respect to FISTA DEVELOPMENT TRUST AUTHORITY.

Hatch, Croke & Associates, P.C.

Hatch, Croke & Associates, P.C.
Lawton, Oklahoma
January 6, 2025

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Net Position
October 31, 2024

ASSETS & DEFERRED OUTFLOWS

Current Assets				
Cash - LNB Operating	$	229,925.81		
Cash - LNB Operating ICS		366,679.92		
Cash - LNB Trust Account ICS		16,083.00		
Cash - LNB Sales Tax Funds ICS		128,125.05		
Cash - BOK Financial Prin Acct		493,967.31		
Cash - BOK Financial Int Acct		160,550.21		
Cash - LNB HUD-1 ICS		885,483.89		
Cash - Arvest P3		5,949,303.62		
A/R - City of Lawton		98,479.74		
A/R - InTouch Management		76,404.03		
A/R - ARPA		259,066.78		
Accounts Receivable		76,327.07		
A/R - Plaza Tenants		210,372.26		
Allowance for Doubtful Account		(107,718.76)		
Prepaid Insurance		9,420.63		
Leases Receivable - Current		797,921.39		
Total Current Assets			$	9,650,391.95
Fixed Assets				
WIP - RR/Hall		1,009,493.75		
WIP - CEMA		930,320.15		
WIP - Lovestruck		7,600.00		
WIP - STEM Lab		83,505.00		
WIP - Conference Center		73,145.00		
WIP - Incubator		19,600.00		
WIP - Patio		59,101.37		
Buildings & Improvements-FISTA		8,311,341.73		
Buildings & Imporvements-Mall		144,078.64		
Equipment-FISTA		962,046.06		
Equipment-Mall		14,184.20		
Furniture & Fixtures-FISTA		328,719.82		
Furniture & Fixtures-Mall		17,105.94		
Accumulated Depreciation		(492,074.44)		
Total Fixed Assets				11,468,167.22
Other Assets and Deferred Outflows				
Utility Deposits-Central Mall		294.07		
Leases Receivable - Long Term		2,047,104.49		
Total Other Assets and Deferred Outflows				2,047,398.56
Total Assets and Deferred Outflows			$	23,165,957.73

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Net Position
October 31, 2024

LIABILITIES, DEFERRED INFLOWS AND NET POSITION

Current Liabilities				
Accounts Payable	$	571,787.54		
Accounts Payable-Mall		61,590.82		
Payroll Taxes Payable-Mall		1,310.59		
FWT & FICA Payable		6,920.51		
SWT Payable		978.00		
FUTA & SUTA Payable		182.73		
Insurance W/H		(733.43)		
Deferred Revenue-COL		48,771.80		
Deferred Revenue-Mall		28,123.39		
Tenant Deposits Payable		23,089.25		
Accrued Interest		30,533.13		
Accrued Wages		4,868.35		
Loan Payable - COL HUD #1		1,000,000.00		
S/T N/P Truist Bank/BOK		1,200,500.00		
Total Current Liabilities			$	2,977,922.68
Long Term Liabilities and Deferred Inflows				
L/T N/P Truist Bank/BOK		13,754,500.00		
Deferred Inflow From Leases		2,845,025.88		
Total Long Term Liabilities and Deferred Inflows				16,599,525.88
Net Position				
Investment in Capital Assets		11,585,477.81		
Net Position - Restricted		137,576.90		
Net Position - Unrestricted		(12,394,251.50)		
Change in Net Position		4,259,705.96		
Total Net Position				3,588,509.17
Total Liabilities, Def. Inflows & Net Position			$	23,165,957.73

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenues & Expenses - Combined
For the Periods Ended October 31, 2024 and 2023

	1 Month Ended Oct. 31, 2024	Prior Year Period	Variance	Pct	4 Months Ended Oct. 31, 2024	Prior Year Period	Variance	Pct
Revenue								
Rent	$ 158,813.85	$ 139,368.85	$ 19,445.00	14	$ 604,721.30	$ 587,565.43	$ 17,155.87	3
Incentives - Rent Abate	(13,564.05)	0.00	(13,564.05)	0	(49,578.59)	0.00	(49,578.59)	0
Sponsorships	8,873.43	0.00	8,873.43	0	40,521.93	0.00	40,521.93	0
Tenant Shared Expense	57,882.32	52,656.94	5,225.38	10	227,445.07	193,924.37	33,520.70	17
CUAS Academy	0.00	0.00	0.00	0	7,864.34	0.00	7,864.34	0
Other Income	0.00	73.95	(73.95)	(100)	12,530.37	145.56	12,384.81	999
Grant Revenue	3,511,958.59	351,327.37	3,160,631.22	900	5,855,405.60	351,327.37	5,504,078.23	999
Total Revenue	3,723,964.14	543,427.11	3,180,537.03	585	6,698,910.02	1,132,962.73	5,565,947.29	491
Operating Expenses								
Advertising & Marketi	8,998.07	2,142.73	6,855.34	320	14,232.33	23,241.37	(9,009.04)	(39)
Art & Decor	7.00	439.97	(432.97)	(98)	3,467.70	7,385.75	(3,918.05)	(53)
Auto & Fuel	148.41	727.12	(578.71)	(80)	948.17	1,507.79	(559.62)	(37)
Bank Charges	13.50	144.21	(130.71)	(91)	825.82	521.00	304.82	59
Commissions	0.00	0.00	0.00	0	317.73	4,595.56	(4,277.83)	(93)
Conferences	0.00	0.00	0.00	0	0.00	7,000.00	(7,000.00)	(100)
Contract Labor	0.00	1,368.60	(1,368.60)	(100)	0.00	5,253.30	(5,253.30)	(100)
Depreciation	29,333.74	16,969.42	12,364.32	73	117,310.59	67,877.68	49,432.91	73
Dues & Subscriptions	765.47	235.94	529.53	224	1,608.41	2,002.51	(394.10)	(20)
E/D Incentives	250,000.00	0.00	250,000.00	0	500,000.00	0.00	500,000.00	0
Employee Benefits	4,653.76	(777.79)	5,431.55	(698)	15,257.90	12,207.06	3,050.84	25
Equipment	140,215.76	7,363.22	132,852.54	999	257,660.55	26,208.22	231,452.33	883
Flowers & Gifts	0.00	0.00	0.00	0	201.04	338.31	(137.27)	(41)
Furniture & Fixtures	0.00	7,348.66	(7,348.66)	(100)	4,749.00	70,188.13	(65,439.13)	(93)
Insurance	(545.37)	258,672.33	(259,217.70)	(100)	8,873.29	275,863.32	(266,990.03)	(97)
Leasehold Imp-Phase I	0.00	26,624.69	(26,624.69)	(100)	101,696.25	351,746.37	(250,050.12)	(71)
Leasehold Imp-Patio	0.00	0.00	0.00	0	79,153.83	0.00	79,153.83	0
Leasehold Imp-Plaza H	67,115.50	0.00	67,115.50	0	200,497.52	0.00	200,497.52	0
Leasehold Imp-Security	11,654.82	0.00	11,654.82	0	11,654.82	0.00	11,654.82	0
Leasehold Imp-CEMA	0.00	0.00	0.00	0	102,890.85	0.00	102,890.85	0
Leasehold Imp-Proj Lo	1,880.00	0.00	1,880.00	0	26,820.00	0.00	26,820.00	0
Leasehold Imp-Proj Ba	5,760.00	0.00	5,760.00	0	34,000.00	0.00	34,000.00	0
Leasehold Imp-Conf Ce	145,397.75	0.00	145,397.75	0	632,344.14	0.00	632,344.14	0
Leasehold Imp-STEM L	9,432.49	0.00	9,432.49	0	95,582.49	0.00	95,582.49	0
Leasehold Imp-Incub/A	92,719.74	0.00	92,719.74	0	700,502.68	0.00	700,502.68	0
Licenses & Fees	35.00	136.11	(101.11)	(74)	45.00	622.46	(577.46)	(93)
Management Fees	12,500.00	12,500.00	0.00	0	50,000.00	50,000.00	0.00	0
Meals & Luncheons	247.00	129.69	117.31	90	1,293.89	936.10	357.79	38
Office Expense	327.73	413.67	(85.94)	(21)	1,221.76	1,262.89	(41.13)	(3)
Postage	73.00	0.00	73.00	0	204.50	71.01	133.49	188
Professional Fees - Acc	6,935.41	6,421.25	514.16	8	28,800.28	19,128.75	9,671.53	51
Professional Fees - Leg	0.00	1,575.00	(1,575.00)	(100)	0.00	12,150.00	(12,150.00)	(100)
Professional Fees - Oth	32,920.00	10,000.00	22,920.00	229	113,374.08	92,750.00	20,624.08	22
Repairs & Maintenance	22,727.69	19,496.82	3,230.87	17	54,690.20	76,848.74	(22,158.54)	(29)
Retirement	930.17	1,152.25	(222.08)	(19)	6,924.89	3,323.16	3,601.73	108
Services	44,384.79	46,914.25	(2,529.46)	(5)	185,461.20	181,488.11	3,973.09	2
Small Equipment	468.38	626.82	(158.44)	(25)	3,538.46	5,818.96	(2,280.50)	(39)
Special Events	143.46	0.00	143.46	0	802.50	0.00	802.50	0
Supplies	7,227.51	5,319.15	1,908.36	36	17,546.23	21,343.46	(3,797.23)	(18)
Taxes - Payroll	8,232.51	8,290.50	(57.99)	(1)	36,473.33	31,074.53	5,398.80	17
Taxes - Ad Valorem	312,037.00	0.00	312,037.00	0	312,037.00	0.00	312,037.00	0
Telecommunications	528.95	527.96	0.99	0	2,116.68	2,110.48	6.20	0
Travel	213.62	4,875.27	(4,661.65)	(96)	4,222.32	8,799.75	(4,577.43)	(52)
Utilities	46,466.09	53,004.60	(6,538.51)	(12)	211,984.18	249,755.75	(37,771.57)	(15)
Wages	60,233.91	50,550.98	9,682.93	19	224,503.45	175,420.28	49,083.17	28
Website	165.00	140.00	25.00	18	660.00	901.50	(241.50)	(27)
Total Operating	1,324,347.86	543,333.42	781,014.44	144	4,166,495.06	1,789,742.30	2,376,752.76	133
Operating Inc	2,399,616.28	93.69	2,399,522.59	999	2,532,414.96	(656,779.57)	3,189,194.53	(486)
Transfers from COL	263,108.30	192,880.71	70,227.59	36	812,122.30	754,584.63	57,537.67	8
COL-PY Funds Recog	268,570.63	0.00	268,570.63	0	888,873.61	0.00	888,873.61	0
Interest Income	8,917.07	1,814.04	7,103.03	392	26,295.09	4,281.97	22,013.12	514
Total Other Inco	540,596.00	194,694.75	345,901.25	178	1,727,291.00	758,866.60	968,424.40	128
Change in Net	$ 2,940,212.28	$ 194,788.44	$ 2,745,423.84	999	$ 4,259,705.96	$ 102,087.03	$ 4,157,618.93	999

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Cash Flows
For the Period Ended October 31, 2024
INCREASE (DECREASE) IN CASH OR CASH EQUIVALENTS

	1 Month Ended Oct. 31, 2024	4 Months Ended Oct. 31, 2024
Cash Flow from Operating Activities		
Net Income (Loss)	$ 2,940,212.28	$ 4,259,705.96
Adjustments to Reconcile Cash Flow		
Depreciation	29,333.74	117,310.59
Decrease (Increase) in Current Assets		
A/R - City of Lawton	170,249.19	964,375.29
A/R - InTouch Management	(9,148.75)	10,201.97
A/R - ARPA	(259,066.78)	(258,739.90)
Accounts Receivable	2,106.97	150,935.85
A/R - Plaza Tenants	(15,206.15)	(37,697.46)
A/R - Employees	0.00	101.43
Increase (Decrease) in Current Liabilities		
Accounts Payable	(118,471.09)	(86,766.02)
Accounts Payable-Mall	9,361.32	(29,475.09)
Payroll Taxes Payable-Mall	(4,352.49)	(11,674.25)
FWT & FICA Payable	433.13	(4,115.05)
SWT Payable	94.00	(313.00)
FUTA & SUTA Payable	41.80	(38.71)
Insurance W/H	56.12	0.00
Deferred Revenue-FISTA	0.00	(1,214.55)
Deferred Revenue-COL	(268,570.63)	(888,873.61)
Deferred Revenue-Mall	(9,388.61)	(11,437.33)
Tenant Deposits Payable	7,006.25	7,006.25
A/P - Foundation	(475.00)	0.00
Increase (Decrease) in Other Assets		
Total Adjustments	(465,996.98)	(80,413.59)
Cash Provided (Used) by Operations	2,474,215.30	4,179,292.37
Cash Flow From Investing Activities		
Sales (Purchases) of Assets		
Cash Flow From Financing Activities		
Cash (Used) or provided by:		
Net Increase (Decrease) in Cash	2,474,215.30	4,179,292.37
Cash at Beginning of Period	5,755,903.51	4,050,826.44
Cash at End of Period	$ 8,230,118.81	$ 8,230,118.81

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenues & Expenses - Operations
For the Periods Ended October 31, 2024 and 2023

	1 Month Ended Oct. 31, 2024	Prior Year Period	Variance	Pct	4 Months Ended Oct. 31, 2024	Prior Year Period	Variance	Pct
Revenue								
Rent	$ 35,751.88	$ 5,312.50	$ 30,439.38	573	$ 137,163.83	$ 22,270.00	$ 114,893.83	516
Incentives-Rent Abate	(13,564.05)	0.00	(13,564.05)	0	(49,578.59)	0.00	(49,578.59)	0
Sponsorships	8,873.43	0.00	8,873.43	0	40,521.93	0.00	40,521.93	0
Tenant Shared Expense	29,607.15	12,788.60	16,818.55	132	108,713.34	12,788.60	95,924.74	750
Other Income	0.00	73.95	(73.95)	(100)	12,530.37	145.56	12,384.81	999
Total Revenue	60,668.41	18,175.05	42,493.36	234	249,350.88	35,204.16	214,146.72	608
Operating Expenses								
Advertising & Marketi	8,330.50	1,598.00	6,732.50	421	11,955.48	21,989.55	(10,034.07)	(46)
Art & Decor	7.00	439.97	(432.97)	(98)	3,467.70	7,385.75	(3,918.05)	(53)
Bank Charges	13.50	0.00	13.50	0	398.92	0.00	398.92	0
Conferences	0.00	0.00	0.00	0	0.00	7,000.00	(7,000.00)	(100)
Depreciation	28,694.41	16,755.21	11,939.20	71	114,753.27	67,020.84	47,732.43	71
Dues & Subscriptions	299.97	182.94	117.03	64	983.91	1,790.51	(806.60)	(45)
E/D Incentives	250,000.00	0.00	250,000.00	0	500,000.00	0.00	500,000.00	0
Employee Benefits	4,653.76	(777.79)	5,431.55	(698)	15,257.90	12,207.06	3,050.84	25
Equipment	0.00	7,363.22	(7,363.22)	(100)	2,928.68	26,208.22	(23,279.54)	(89)
Flowers & Gifts	0.00	0.00	0.00	0	201.04	338.31	(137.27)	(41)
Furniture & Fixtures	0.00	4,904.66	(4,904.66)	(100)	4,749.00	60,402.13	(55,653.13)	(92)
Insurance	(1,995.20)	86,133.96	(88,129.16)	(102)	4,523.80	92,494.96	(87,971.16)	(95)
Licenses & Fees	35.00	0.00	35.00	0	45.00	287.00	(242.00)	(84)
Meals & Luncheons	247.00	129.69	117.31	90	1,293.89	936.10	357.79	38
Postage	73.00	0.00	73.00	0	204.50	71.01	133.49	188
Professional Fees - Acc	5,530.41	5,121.25	409.16	8	24,725.28	14,403.75	10,321.53	72
Professional Fees - Leg	0.00	1,575.00	(1,575.00)	(100)	0.00	12,150.00	(12,150.00)	(100)
Professional Fees - Oth	13,220.00	10,000.00	3,220.00	32	44,367.40	40,000.00	4,367.40	11
Repairs & Maintenance	10,766.89	4,244.20	6,522.69	154	17,217.69	25,429.78	(8,212.09)	(32)
Retirement	930.17	1,152.25	(222.08)	(19)	6,924.89	3,323.16	3,601.73	108
Small Equipment	468.38	626.82	(158.44)	(25)	3,538.46	5,818.96	(2,280.50)	(39)
Special Events	143.46	0.00	143.46	0	802.50	0.00	802.50	0
Supplies	1,695.91	1,399.62	296.29	21	5,248.67	6,995.39	(1,746.72)	(25)
Taxes - Payroll	3,185.03	3,969.25	(784.22)	(20)	14,636.58	13,971.61	664.97	5
Taxes - Ad Valorem	165,604.00	0.00	165,604.00	0	165,604.00	0.00	165,604.00	0
Travel	213.62	4,875.27	(4,661.65)	(96)	4,222.32	8,799.75	(4,577.43)	(52)
Utilities	6,939.85	9,593.12	(2,653.27)	(28)	30,128.40	42,222.14	(12,093.74)	(29)
Wages	56,240.44	50,550.98	5,689.46	11	220,509.98	175,420.28	45,089.70	26
Website	165.00	140.00	25.00	18	660.00	901.50	(241.50)	(27)
Total Operating	555,462.10	209,977.62	345,484.48	165	1,199,349.26	647,567.76	551,781.50	85
Operating Inc	(494,793.69)	(191,802.57)	(302,991.12)	158	(949,998.38)	(612,363.60)	(337,634.78)	55
Transfers from COL	0.00	54,453.05	(54,453.05)	(100)	42,759.81	178,744.94	(135,985.13)	(76)
COL-PY Funds Recog	250,000.00	0.00	250,000.00	0	500,000.00	0.00	500,000.00	0
Interest Income	36.49	7.53	28.96	385	150.09	29.76	120.33	404
Total Other Inco	250,036.49	54,460.58	195,575.91	359	542,909.90	178,774.70	364,135.20	204
Change in Net	$ (244,757.20)	$ (137,341.99)	$ (107,415.21)	78	$ (407,088.48)	$ (433,588.90)	$ 26,500.42	(6)

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenues & Expenses - Central Mall
For the Periods Ended October 31, 2024 and 2023

	1 Month Ended Oct. 31, 2024	Prior Year Period	Variance	Pct	4 Months Ended Oct. 31, 2024	Prior Year Period	Variance	Pct
Revenue								
Rent	$ 123,061.97	$ 134,056.35	$ (10,994.38)	(8)	$ 467,557.47	$ 565,295.43	$ (97,737.96)	(17)
Tenant Shared Expense	28,275.17	39,868.34	(11,593.17)	(29)	118,731.73	181,135.77	(62,404.04)	(34)
Total Revenue	151,337.14	173,924.69	(22,587.55)	(13)	586,289.20	746,431.20	(160,142.00)	(21)
Operating Expenses								
Advertising & Marketi	667.57	544.73	122.84	23	2,276.85	1,251.82	1,025.03	82
Auto & Fuel	148.41	727.12	(578.71)	(80)	948.17	1,507.79	(559.62)	(37)
Bank Charges	0.00	144.21	(144.21)	(100)	426.90	521.00	(94.10)	(18)
Commissions	0.00	0.00	0.00	0	317.73	4,595.56	(4,277.83)	(93)
Contract Labor	0.00	1,368.60	(1,368.60)	(100)	0.00	5,253.30	(5,253.30)	(100)
Depreciation	639.33	214.21	425.12	198	2,557.32	856.84	1,700.48	198
Dues & Subscriptions	465.50	53.00	412.50	778	624.50	212.00	412.50	195
Insurance	1,449.83	172,538.37	(171,088.54)	(99)	4,349.49	183,368.36	(179,018.87)	(98)
Licenses & Fees	0.00	136.11	(136.11)	(100)	0.00	335.46	(335.46)	(100)
Management Fees	12,500.00	12,500.00	0.00	0	50,000.00	50,000.00	0.00	0
Office Expense	327.73	413.67	(85.94)	(21)	1,221.76	1,262.89	(41.13)	(3)
Professional Fees - Acc	1,405.00	1,300.00	105.00	8	4,075.00	4,725.00	(650.00)	(14)
Professional Fees - Oth	0.00	0.00	0.00	0	2,775.00	0.00	2,775.00	0
Repairs & Maintenance	11,960.80	15,252.62	(3,291.82)	(22)	37,472.51	51,418.96	(13,946.45)	(27)
Services	44,384.79	46,914.25	(2,529.46)	(5)	185,461.20	181,488.11	3,973.09	2
Supplies	5,531.60	3,919.53	1,612.07	41	12,297.56	14,348.07	(2,050.51)	(14)
Taxes - Payroll	4,706.04	4,321.25	384.79	9	21,495.31	17,102.92	4,392.39	26
Taxes - Ad Valorem	146,433.00	0.00	146,433.00	0	146,433.00	0.00	146,433.00	0
Telecommunications	528.95	527.96	0.99	0	2,116.68	2,110.48	6.20	0
Utilities	39,526.24	43,411.48	(3,885.24)	(9)	181,855.78	207,533.61	(25,677.83)	(12)
Total Operating	270,674.79	304,287.11	(33,612.32)	(11)	656,704.76	727,892.17	(71,187.41)	(10)
Operating Inc	(119,337.65)	(130,362.42)	11,024.77	(8)	(70,415.56)	18,539.03	(88,954.59)	(480)
Transfers from COL	97,055.41	128,222.66	(31,167.25)	(24)	481,420.16	512,884.69	(31,464.53)	(6)
Interest Income	1,751.12	1,806.51	(55.39)	(3)	4,443.14	4,252.21	190.93	4
Total Other Inco	98,806.53	130,029.17	(31,222.64)	(24)	485,863.30	517,136.90	(31,273.60)	(6)
Change in Net	$ (20,531.12)	$ (333.25)	$ (20,197.87)	999	$ 415,447.74	$ 535,675.93	$ (120,228.19)	(22)

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenues & Expenses - Construction
For the Periods Ended October 31, 2024 and 2023

	1 Month Ended Oct. 31, 2024	Prior Year Period	Variance	Pct	4 Months Ended Oct. 31, 2024	Prior Year Period	Variance	Pct
Revenue								
Operating Expenses								
Leasehold Imp-Phase 1	0.00	10,205.00	(10,205.00)	(100)	101,696.25	10,205.00	91,491.25	897
Leasehold Imp-Patio	0.00	0.00	0.00	0	79,153.83	0.00	79,153.83	0
Leasehold Imp-Plaza H	67,115.50	0.00	67,115.50	0	200,497.52	0.00	200,497.52	0
Leasehold Imp-Security	11,654.82	0.00	11,654.82	0	11,654.82	0.00	11,654.82	0
Leasehold Imp-CEMA	0.00	0.00	0.00	0	102,890.85	0.00	102,890.85	0
Leasehold Imp-Proj Lo	1,880.00	0.00	1,880.00	0	26,820.00	0.00	26,820.00	0
Leasehold Imp-Proj Ba	5,760.00	0.00	5,760.00	0	34,000.00	0.00	34,000.00	0
Leasehold Imp-Incub/A	92,719.74	0.00	92,719.74	0	120,102.68	0.00	120,102.68	0
Professional Fees - Oth	0.00	0.00	0.00	0	0.00	52,750.00	(52,750.00)	(100)
Total Operating	179,130.06	10,205.00	168,925.06	999	676,815.95	62,955.00	613,860.95	975
Operating Inc	(179,130.06)	(10,205.00)	(168,925.06)	999	(676,815.95)	(62,955.00)	(613,860.95)	975
Transfers from COL	166,052.89	10,205.00	155,847.89	999	287,942.33	62,955.00	224,987.33	357
COL-PY Funds Recog	18,570.63	0.00	18,570.63	0	388,873.61	0.00	388,873.61	0
Total Other Inco	184,623.52	10,205.00	174,418.52	999	676,815.94	62,955.00	613,860.94	975
Change in Net	$ 5,493.46	$ 0.00	$ 5,493.46	0	$ (0.01)	$ 0.00	$ (0.01)	0

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenues & Expenses - HUD-22
For the Periods Ended October 31, 2024 and 2023

	1 Month Ended Oct. 31, 2024	Prior Year Period	Variance	Pct	4 Months Ended Oct. 31, 2024	Prior Year Period	Variance	Pct
Revenue								
Grant Revenue	$ 0.00	$ 351,327.37	$ (351,327.37)	(100)	$ 0.00	$ 351,327.37	$ (351,327.37)	(100)
Total Revenue	0.00	351,327.37	(351,327.37)	(100)	0.00	351,327.37	(351,327.37)	(100)
Operating Expenses								
Furniture & Fixtures	0.00	2,444.00	(2,444.00)	(100)	0.00	9,786.00	(9,786.00)	(100)
Leasehold Imp-Phase I	0.00	16,419.69	(16,419.69)	(100)	0.00	341,541.37	(341,541.37)	(100)
Total Operating	0.00	18,863.69	(18,863.69)	(100)	0.00	351,327.37	(351,327.37)	(100)
Operating Inc	0.00	332,463.68	(332,463.68)	(100)	0.00	0.00	0.00	0
Change in Net	$ 0.00	$ 332,463.68	$ (332,463.68)	(100)	$ 0.00	$ 0.00	$ 0.00	0

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenue & Expenses - P3 (2024)
For the Periods Ended October 31, 2024 and 2023

	1 Month Ended Oct. 31, 2024	Prior Year Period	Variance	Pct	4 Months Ended Oct. 31, 2024	Prior Year Period	Variance	Pct
Revenue								
Grant Revenue	$ 3,252,891.81	$ 0.00	$ 3,252,891.81	0	$ 5,096,338.82	$ 0.00	$ 5,096,338.82	0
Total Revenue	3,252,891.81	0.00	3,252,891.81	0	5,096,338.82	0.00	5,096,338.82	0
Operating Expenses								
Leasehold Imp-Conf Ce	145,397.75	0.00	145,397.75	0	632,344.14	0.00	632,344.14	0
Leasehold Imp-STEM L	9,432.49	0.00	9,432.49	0	95,582.49	0.00	95,582.49	0
Leasehold Imp-Incub/A	0.00	0.00	0.00	0	580,400.00	0.00	580,400.00	0
Total Operating	154,830.24	0.00	154,830.24	0	1,308,326.63	0.00	1,308,326.63	0
Operating Inc	3,098,061.57	0.00	3,098,061.57	0	3,788,012.19	0.00	3,788,012.19	0
Interest Income	7,129.46	0.00	7,129.46	0	21,701.86	0.00	21,701.86	0
Total Other Inco	7,129.46	0.00	7,129.46	0	21,701.86	0.00	21,701.86	0
Change in Net	$ 3,105,191.03	$ 0.00	$ 3,105,191.03	0	$ 3,809,714.05	$ 0.00	$ 3,809,714.05	0

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenue & Expenses - ARPA
For the Periods Ended October 31, 2024 and 2023

	1 Month Ended Oct. 31, 2024	Prior Year Period	Variance	Pct	4 Months Ended Oct. 31, 2024	Prior Year Period	Variance	Pct
Revenue								
Grant Revenue	$ 259,066.78	$ 0.00	$ 259,066.78	0	$ 259,066.78	$ 0.00	$ 259,066.78	0
Total Revenue	259,066.78	0.00	259,066.78	0	259,066.78	0.00	259,066.78	0
Operating Expenses								
Equipment	140,215.76	0.00	140,215.76	0	254,731.87	0.00	254,731.87	0
Taxes - Payroll	341.44	0.00	341.44	0	341.44	0.00	341.44	0
Wages	3,993.47	0.00	3,993.47	0	3,993.47	0.00	3,993.47	0
Total Operating	144,550.67	0.00	144,550.67	0	259,066.78	0.00	259,066.78	0
Operating Inc	114,516.11	0.00	114,516.11	0	0.00	0.00	0.00	0
Change in Net	$ 114,516.11	$ 0.00	$ 114,516.11	0	$ 0.00	$ 0.00	$ 0.00	0

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenue & Expenses - OSMPC/CUAS
For the Periods Ended October 31, 2024 and 2023

	1 Month Ended Oct. 31, 2024	Prior Year Period	Variance	Pct	4 Months Ended Oct. 31, 2024	Prior Year Period	Variance	Pct
Revenue								
CUAS Academy	$ 0.00	$ 0.00	$ 0.00	0	$ 7,864.34	$ 0.00	$ 7,864.34	0
Grant Revenue	0.00	0.00	0.00	0	500,000.00	0.00	500,000.00	0
Total Revenue	0.00	0.00	0.00	0	507,864.34	0.00	507,864.34	0
Operating Expenses								
Professional Fees - Oth	19,700.00	0.00	19,700.00	0	66,231.68	0.00	66,231.68	0
Total Operating	19,700.00	0.00	19,700.00	0	66,231.68	0.00	66,231.68	0
Operating Inc	(19,700.00)	0.00	(19,700.00)	0	441,632.66	0.00	441,632.66	0
Change in Net	$ (19,700.00)	$ 0.00	$ (19,700.00)	0	$ 441,632.66	$ 0.00	$ 441,632.66	0

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenues & Expenses - Combined
For the Period Ended October 31, 2024

	4 Months Ended Oct. 31, 2024	Budget	Variance	Pct
Revenue				
Rent	$ 604,721.30	$ 1,921,000.00	$ (1,316,278.70)	(69)
Incentives - Rent Abatement	(49,578.59)	0.00	(49,578.59)	0
Sponsorships	40,521.93	10,000.00	30,521.93	305
Tenant Shared Expense Reimb.	227,445.07	630,000.00	(402,554.93)	(64)
CUAS Academy	7,864.34	0.00	7,864.34	0
Other Income	12,530.37	0.00	12,530.37	0
Grant Revenue	5,855,405.60	26,063,095.00	(20,207,689.40)	(78)
Total Revenue	6,698,910.02	28,624,095.00	(21,925,184.98)	(77)
Operating Expenses				
Advertising & Marketing	14,232.33	53,500.00	(39,267.67)	(73)
Art & Decor	3,467.70	0.00	3,467.70	0
Auto & Fuel	948.17	4,500.00	(3,551.83)	(79)
Bank Charges	825.82	4,300.00	(3,474.18)	(81)
Commissions	317.73	22,200.00	(21,882.27)	(99)
Conferences	0.00	60,000.00	(60,000.00)	(100)
Contract Labor	0.00	14,500.00	(14,500.00)	(100)
Depreciation	117,310.59	300,000.00	(182,689.41)	(61)
Dues & Subscriptions	1,608.41	7,680.00	(6,071.59)	(79)
E/D Incentives	500,000.00	1,000,000.00	(500,000.00)	(50)
Employee Benefits	15,257.90	109,727.00	(94,469.10)	(86)
Equipment	257,660.55	4,025,000.00	(3,767,339.45)	(94)
Flowers & Gifts	201.04	1,000.00	(798.96)	(80)
Furniture & Fixtures	4,749.00	315,095.00	(310,346.00)	(98)
Insurance	8,873.29	315,000.00	(306,126.71)	(97)
Interest Expense	0.00	360,000.00	(360,000.00)	(100)
Leasehold Imp-Phase 1	101,696.25	500,000.00	(398,303.75)	(80)
Leasehold Imp-Patio	79,153.83	0.00	79,153.83	0
Leasehold Imp-Ext Refurbish	0.00	200,000.00	(200,000.00)	(100)
Leasehold Imp-Plaza HVAC	200,497.52	0.00	200,497.52	0
Leasehold Imp-Parking Lt Drain	0.00	250,000.00	(250,000.00)	(100)
Leasehold Imp-Security Upgrade	11,654.82	250,000.00	(238,345.18)	(95)
Leasehold Imp-CEMA	102,890.85	0.00	102,890.85	0
Leasehold Imp-Proj Lovestruck	26,820.00	650,000.00	(623,180.00)	(96)
Leasehold Imp-Proj Baby Panda	34,000.00	650,000.00	(616,000.00)	(95)
Leasehold Imp-Proj Salsageomet	0.00	1,000,000.00	(1,000,000.00)	(100)
Leasehold Imp-Tenant Space	0.00	1,000,000.00	(1,000,000.00)	(100)
Leasehold Imp-Phase X	0.00	4,403,000.00	(4,403,000.00)	(100)
Leasehold Imp-Conf Center	632,344.14	1,966,666.66	(1,334,322.52)	(68)
Leasehold Imp-STEM Lab	95,582.49	7,766,666.67	(7,671,084.18)	(99)
Leasehold Imp-Anechoic Chambe	0.00	5,750,000.00	(5,750,000.00)	(100)
Leasehold Imp-Incub/Accel	700,502.68	2,341,666.67	(1,641,163.99)	(70)
Licenses & Fees	45.00	3,000.00	(2,955.00)	(99)
Management Fees	50,000.00	150,000.00	(100,000.00)	(67)
Meals & Luncheons	1,293.89	8,100.00	(6,806.11)	(84)
Office Expense	1,221.76	2,800.00	(1,578.24)	(56)

	4 Months Ended Oct. 31, 2024	Budget	Variance	Pct
Postage	204.50	600.00	(395.50)	(66)
Professional Fees - Accounting	28,800.28	89,000.00	(60,199.72)	(68)
Professional Fees - Legal	0.00	30,000.00	(30,000.00)	(100)
Professional Fees - Other	113,374.08	685,000.00	(571,625.92)	(83)
Repairs & Maintenance	54,690.20	257,000.00	(202,309.80)	(79)
Retirement	6,924.89	31,508.00	(24,583.11)	(78)
Services	185,461.20	600,000.00	(414,538.80)	(69)
Small Equipment	3,538.46	3,500.00	38.46	1
Special Events	802.50	52,500.00	(51,697.50)	(98)
Supplies	17,546.23	70,000.00	(52,453.77)	(75)
Taxes - Payroll	36,473.33	144,944.00	(108,470.67)	(75)
Taxes - Ad Valorem	312,037.00	311,833.00	204.00	0
Telecommunications	2,116.68	6,500.00	(4,383.32)	(67)
Travel	4,222.32	45,000.00	(40,777.68)	(91)
Utilities	211,984.18	715,000.00	(503,015.82)	(70)
Wages	224,503.45	1,078,762.50	(854,259.05)	(79)
Website	660.00	19,000.00	(18,340.00)	(97)
Total Operating Expenses	4,166,495.06	37,624,549.50	(33,458,054.44)	(89)
Operating Income	2,532,414.96	(9,000,454.50)	11,532,869.46	(128)
Transfers from COL	812,122.30	9,000,454.50	(8,188,332.20)	(91)
COL-PY Funds Recognized	888,873.61	0.00	888,873.61	0
Transfers to COL	0.00	(2,000,000.00)	2,000,000.00	(100)
Interest Income	26,295.09	0.00	26,295.09	0
Debt Service	0.00	(1,200,000.00)	1,200,000.00	(100)
Total Other Income	1,727,291.00	5,800,454.50	(4,073,163.50)	(70)
Change in Net Positio	$ 4,259,705.96	$ (3,200,000.00)	$ 7,459,705.96	(233)

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenues & Expenses - Operations
For the Period Ended October 31, 2024

	4 Months Ended Oct. 31, 2024	Budget	Variance	Pct
Revenue				
Rent	$ 137,163.83	$ 121,000.00	$ 16,163.83	13
Incentives-Rent Abatement	(49,578.59)	0.00	(49,578.59)	0
Sponsorships	40,521.93	10,000.00	30,521.93	305
Tenant Shared Expense Reimb.	108,713.34	101,000.00	7,713.34	8
Other Income	12,530.37	0.00	12,530.37	0
Total Revenue	249,350.88	232,000.00	17,350.88	7
Operating Expenses				
Advertising & Marketing	11,955.48	50,000.00	(38,044.52)	(76)
Art & Decor	3,467.70	0.00	3,467.70	0
Bank Charges	398.92	2,500.00	(2,101.08)	(84)
Conferences	0.00	60,000.00	(60,000.00)	(100)
Depreciation	114,753.27	300,000.00	(185,246.73)	(62)
Dues & Subscriptions	983.91	6,480.00	(5,496.09)	(85)
E/D Incentives	500,000.00	1,000,000.00	(500,000.00)	(50)
Employee Benefits	15,257.90	109,727.00	(94,469.10)	(86)
Equipment	2,928.68	25,000.00	(22,071.32)	(88)
Flowers & Gifts	201.04	1,000.00	(798.96)	(80)
Furniture & Fixtures	4,749.00	5,000.00	(251.00)	(5)
Insurance	4,523.80	110,000.00	(105,476.20)	(96)
Licenses & Fees	45.00	2,500.00	(2,455.00)	(98)
Meals & Luncheons	1,293.89	7,500.00	(6,206.11)	(83)
Postage	204.50	600.00	(395.50)	(66)
Professional Fees - Accounting	24,725.28	75,000.00	(50,274.72)	(67)
Professional Fees - Legal	0.00	30,000.00	(30,000.00)	(100)
Professional Fees - Other	44,367.40	185,000.00	(140,632.60)	(76)
Repairs & Maintenance	17,217.69	100,000.00	(82,782.31)	(83)
Retirement	6,924.89	31,508.00	(24,583.11)	(78)
Small Equipment	3,538.46	3,500.00	38.46	1
Special Events	802.50	52,500.00	(51,697.50)	(98)
Supplies	5,248.67	25,000.00	(19,751.33)	(79)
Taxes - Payroll	14,636.58	81,944.00	(67,307.42)	(82)
Taxes - Ad Valorem	165,604.00	165,495.00	109.00	0
Travel	4,222.32	45,000.00	(40,777.68)	(91)
Utilities	30,128.40	115,000.00	(84,871.60)	(74)
Wages	220,509.98	878,762.50	(658,252.52)	(75)
Website	660.00	19,000.00	(18,340.00)	(97)
Total Operating Expenses	1,199,349.26	3,488,016.50	(2,288,667.24)	(66)
Operating Income	(949,998.38)	(3,256,016.50)	2,306,018.12	(71)
Transfers from COL	42,759.81	2,756,016.50	(2,713,256.69)	(98)
COL-PY Funds Recognized	500,000.00	0.00	500,000.00	0
Interest Income	150.09	0.00	150.09	0

	4 Months Ended Oct. 31, 2024	Budget	Variance	Pct
Total Other Income	542,909.90	2,756,016.50	(2,213,106.60)	(80)
Change in Net Positio	$ (407,088.48)	$ (500,000.00)	$ 92,911.52	(19)

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenues & Expenses - Central Mall
For the Period Ended October 31, 2024

	4 Months Ended Oct. 31, 2024	Budget	Variance	Pct
Revenue				
Rent	$ 467,557.47	$ 1,800,000.00	$ (1,332,442.53)	(74)
Tenant Shared Expense Reimb.	118,731.73	529,000.00	(410,268.27)	(78)
Total Revenue	586,289.20	2,329,000.00	(1,742,710.80)	(75)
Operating Expenses				
Advertising & Marketing	2,276.85	3,500.00	(1,223.15)	(35)
Auto & Fuel	948.17	4,500.00	(3,551.83)	(79)
Bank Charges	426.90	1,800.00	(1,373.10)	(76)
Commissions	317.73	22,200.00	(21,882.27)	(99)
Contract Labor	0.00	14,500.00	(14,500.00)	(100)
Depreciation	2,557.32	0.00	2,557.32	0
Dues & Subscriptions	624.50	1,200.00	(575.50)	(48)
Insurance	4,349.49	205,000.00	(200,650.51)	(98)
Interest Expense	0.00	360,000.00	(360,000.00)	(100)
Licenses & Fees	0.00	500.00	(500.00)	(100)
Management Fees	50,000.00	150,000.00	(100,000.00)	(67)
Meals & Luncheons	0.00	600.00	(600.00)	(100)
Office Expense	1,221.76	2,800.00	(1,578.24)	(56)
Professional Fees - Accounting	4,075.00	14,000.00	(9,925.00)	(71)
Professional Fees - Other	2,775.00	0.00	2,775.00	0
Repairs & Maintenance	37,472.51	157,000.00	(119,527.49)	(76)
Services	185,461.20	600,000.00	(414,538.80)	(69)
Supplies	12,297.56	45,000.00	(32,702.44)	(73)
Taxes - Payroll	21,495.31	63,000.00	(41,504.69)	(66)
Taxes - Ad Valorem	146,433.00	146,338.00	95.00	0
Telecommunications	2,116.68	6,500.00	(4,383.32)	(67)
Utilities	181,855.78	600,000.00	(418,144.22)	(70)
Total Operating Expenses	656,704.76	2,398,438.00	(1,741,733.24)	(73)
Operating Income	(70,415.56)	(69,438.00)	(977.56)	1
Transfers from COL	481,420.16	1,269,438.00	(788,017.84)	(62)
Interest Income	4,443.14	0.00	4,443.14	0
Debt Service	0.00	(1,200,000.00)	1,200,000.00	(100)
Total Other Income	485,863.30	69,438.00	416,425.30	600
Change in Net Positio	$ 415,447.74	$ 0.00	$ 415,447.74	0

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenues & Expenses - Construction
For the Period Ended October 31, 2024

	4 Months Ended Oct. 31, 2024	Budget	Variance	Pct
Revenue				
Operating Expenses				
Furniture & Fixtures	0.00	200,000.00	(200,000.00)	(100)
Leasehold Imp-Phase 1	101,696.25	500,000.00	(398,303.75)	(80)
Leasehold Imp-Patio	79,153.83	0.00	79,153.83	0
Leasehold Imp-Ext Refurbish	0.00	200,000.00	(200,000.00)	(100)
Leasehold Imp-Plaza HVAC	200,497.52	0.00	200,497.52	0
Leasehold Imp-Parking Lt Drain	0.00	250,000.00	(250,000.00)	(100)
Leasehold Imp-Security Upgrade	11,654.82	250,000.00	(238,345.18)	(95)
Leasehold Imp-CEMA	102,890.85	0.00	102,890.85	0
Leasehold Imp-Proj Lovestruck	26,820.00	650,000.00	(623,180.00)	(96)
Leasehold Imp-Proj Baby Panda	34,000.00	650,000.00	(616,000.00)	(95)
Leasehold Imp-Proj Salsageomet	0.00	1,000,000.00	(1,000,000.00)	(100)
Leasehold Imp-Tenant Space	0.00	1,000,000.00	(1,000,000.00)	(100)
Leasehold Imp-Incub/Accel	120,102.68	275,000.00	(154,897.32)	(56)
Total Operating Expenses	676,815.95	4,975,000.00	(4,298,184.05)	(86)
Operating Income	(676,815.95)	(4,975,000.00)	4,298,184.05	(86)
Transfers from COL	287,942.33	4,975,000.00	(4,687,057.67)	(94)
COL-PY Funds Recognized	388,873.61	0.00	388,873.61	0
Total Other Income	676,815.94	4,975,000.00	(4,298,184.06)	(86)
Change in Net Positio	$ (0.01)	$ 0.00	$ (0.01)	0

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenues & Expenses - HUD-22
For the Period Ended October 31, 2024

	4 Months Ended Oct. 31, 2024	Budget	Variance	Pct
Revenue				
Grant Revenue	$ 0.00	$ 110,095.00	$ (110,095.00)	(100)
Total Revenue	0.00	110,095.00	(110,095.00)	(100)
Operating Expenses				
Furniture & Fixtures	0.00	110,095.00	(110,095.00)	(100)
Total Operating Expenses	0.00	110,095.00	(110,095.00)	(100)

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenue & Expenses - HUD-23
For the Period Ended October 31, 2024

		4 Months Ended Oct. 31, 2024		Budget		Variance	Pct
Revenue							
Grant Revenue	$	0.00	$	2,203,000.00	$	(2,203,000.00)	(100)
Total Revenue		0.00		2,203,000.00		(2,203,000.00)	(100)
Operating Expenses							
Leasehold Imp-Phase X		0.00		2,203,000.00		(2,203,000.00)	(100)
Total Operating Expenses		0.00		2,203,000.00		(2,203,000.00)	(100)

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenue & Expenses - P3 (2024)
For the Period Ended October 31, 2024

	4 Months Ended Oct. 31, 2024	Budget	Variance	Pct
Revenue				
Grant Revenue	$ 5,096,338.82	$ 7,300,000.00	$ (2,203,661.18)	(30)
Total Revenue	5,096,338.82	7,300,000.00	(2,203,661.18)	(30)
Operating Expenses				
Leasehold Imp-Phase X	0.00	2,200,000.00	(2,200,000.00)	(100)
Leasehold Imp-Conf Center	632,344.14	1,966,666.66	(1,334,322.52)	(68)
Leasehold Imp-STEM Lab	95,582.49	2,766,666.67	(2,671,084.18)	(97)
Leasehold Imp-Incub/Accel	580,400.00	566,666.67	13,733.33	2
Total Operating Expenses	1,308,326.63	7,500,000.00	(6,191,673.37)	(83)
Operating Income	3,788,012.19	(200,000.00)	3,988,012.19	(999)
Transfers to COL	0.00	(2,000,000.00)	2,000,000.00	(100)
Interest Income	21,701.86	0.00	21,701.86	0
Total Other Income	21,701.86	(2,000,000.00)	2,021,701.86	(101)
Change in Net Positio	$ 3,809,714.05	$ (2,200,000.00)	$ 6,009,714.05	(273)

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenue & Expenses - ARPA
For the Period Ended October 31, 2024

	4 Months Ended Oct. 31, 2024	Budget	Variance	Pct
Revenue				
Grant Revenue	$ 259,066.78	$ 14,950,000.00	$ (14,690,933.22)	(98)
Total Revenue	259,066.78	14,950,000.00	(14,690,933.22)	(98)
Operating Expenses				
Equipment	254,731.87	4,000,000.00	(3,745,268.13)	(94)
Leasehold Imp-STEM Lab	0.00	5,000,000.00	(5,000,000.00)	(100)
Leasehold Imp-Anechoic Chambe	0.00	5,750,000.00	(5,750,000.00)	(100)
Taxes - Payroll	341.44	0.00	341.44	0
Wages	3,993.47	200,000.00	(196,006.53)	(98)
Total Operating Expenses	259,066.78	14,950,000.00	(14,690,933.22)	(98)

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenue & Expenses - OSMPC/CUAS
For the Period Ended October 31, 2024

	4 Months Ended Oct. 31, 2024	Budget	Variance	Pct
Revenue				
CUAS Academy	$ 7,864.34	$ 0.00	$ 7,864.34	0
Grant Revenue	500,000.00	0.00	500,000.00	0
Total Revenue	507,864.34	0.00	507,864.34	0
Operating Expenses				
Professional Fees - Other	66,231.68	500,000.00	(433,768.32)	(87)
Total Operating Expenses	66,231.68	500,000.00	(433,768.32)	(87)
Operating Income	441,632.66	(500,000.00)	941,632.66	(188)
Change in Net Positio	$ 441,632.66	$ (500,000.00)	$ 941,632.66	(188)

FISTA DEVELOPMENT TRUST AUTHORITY
Statement of Revenue & Expenses - HUD-25
For the Period Ended October 31, 2024

	4 Months Ended Oct. 31, 2024	Budget	Variance	Pct
Revenue				
Grant Revenue	$ 0.00	$ 1,500,000.00	$ (1,500,000.00)	(100)
Total Revenue	0.00	1,500,000.00	(1,500,000.00)	(100)
Operating Expenses				
Leasehold Imp-Incub/Accel	0.00	1,500,000.00	(1,500,000.00)	(100)
Total Operating Expenses	0.00	1,500,000.00	(1,500,000.00)	(100)

December 18, 2024

FISTA Trust Development Authority
200 SW C Avenue
Lawton, OK 73501

RE: FISTA Suites II

FISTA Board,

TRADESMAN architectural studios (TRADESMAN) is pleased to submit the following fee proposal for professional services associated with designing, bidding, and construction administration for the Suites II at the FISTA in Lawton, Oklahoma. Suites II includes additional tenant suites. TRADESMAN will work directly with the Fires Innovation Science and Technology Accelerator (FISTA) and their contractors. The scope of the project includes architectural and engineering services.

PROJECT DESCRIPTION

The FISTA Development Trust Authority recently finished additional incubator suites at the innovation center for the FISTA program. TRADESMAN is now being asked to design updates similar to those suites.

Suites
Finished space for 8 multiple independent suites of approximately 4,800 sf total. The space will be subdivided into approximately 4 large suites (comprised of a reception area, 4 offices, conference room, and a storage / data closet) and 4 small incubator offices.

Vestibule
A vestibule will be built interior to the exit at the SW corner of the building. The vestibule will serve as a lobby separating the adjacent storage, fire suppression, and electrical equipment from the exit's egress pathway.

PROJECT SCOPE OF WORK

TRADESMAN will provide project management and serve as architect of record, providing all architecture construction documents, design services, and drawings as well as bidding, construction administration and closeout services. Mechanical and Plumbing engineering will be provided by TRADESMAN. Structural and Electrical Engineering will be provided through a sub-consultant.

Task 1: Schematic Design

Create schematic plans of rooms and major system designs. Schematic plans will be single line drawings of proposed solutions not including details or in-depth information of solutions. Cost estimating will be provided by the contractor or through a sub-consultant for an additional fee. Schematics to be used to gain approval of the owner for the proposed design philosophy only.

Task 2: Create final construction documents for bidding, permit, and construction

Upon approval of the schematic design drawings by FISTA, TRADESMAN will develop the design further for interim owner review (75%), then will issue Ready to Advertise Construction Documents for bidding. All documents will be signed and sealed appropriately per Oklahoma laws and guidelines. TRADESMAN will submit permit documents to the owner for submission to City of Lawton for City review and approval. The cost estimate will be updated and presented by the contractor. Any architectural exterior work in addition to those required for life safety systems are outside this contract.

Task 3: Provide Bidding and Construction Administration services.

TRADESMAN understands that FISTA intends to bid the project to a General Contractor or hire a Construction Manager to bid to Sub-Contractor's. It is FISTA's responsibility to ensure all scope described in the construction documents is covered by subcontractors' bids.
Upon approval by FISTA, TRADESMAN will support bidding services as required by Oklahoma state statute.

- Review and respond to appropriate bidder requests for information (RFI's).
- Attend one (1) pre-bid meeting.
- Provide addenda during bidding to any appropriate owner and TRADESMAN approved changes to the documents due to bidder questions.
- Assist the owner with completion of bid tabulations.

Upon successful bidding process and selection of sub-contractors by the owner, or General Contractor if owner chooses, TRADESMAN will provide the following services:

- Answer RFI's by the contractor or owner during construction process, within reason.
- Review and approve/disapprove contractor submittals and submit select finish submittals for approval, within reason.
- Stand ready to assist the owner with recommendations to owner questions, within reason.
- Be ready to be on site to assist the owner with construction questions and attend OAC meetings up to one time per month for the estimated twelve-month construction period.
- Be ready to conduct a substantial completion inspection ("punch") of the work completed and create a documents showing the work to be acceptable or un-acceptable ("punch list") per the documents provided for the work and submitted to the owner.

FEE

TRADESMAN proposes to provide the above listed basic services for a lump sum fee as shown below:

- Task 1: Create schematic drawings for review …………………..……….……$5,600.00
- Task 2: Create final construction documents …………..……..…………………$14,000.00
- Task 3: Provide Construction Administration services …………………………$8,400.00

Total Fee: ……………………………………………………………………………..$28,000.00

Additional Services

- FF&E Design ………………………………………………………………………$ (TBD)

The Total Basic Services Fee, not including any optional services, will not be exceeded without prior approval by the owner. Anticipated expenses for travel, printing, delivery or permit fees etc., will be billed at cost. Client will provide any environmental, survey, geotech services required.

This proposal is with the understanding the project complies with a typical construction process, terms, and expectations as detailed in a standard AIA B101 contract.

SCHEDULE

Upon Notice to Proceed, TRADESMAN will move forward with site evaluation, create schematic drawings for approval, then advance the development and design of the project to Contract Documents. The following summarizes the schedule for the project.

- Task 1: Create schematic drawings for review ……………….. 30 calendar days
- Task 2: Create final construction documents …………………. 45 calendar days
- Task 3: Provide Construction Administration services ……….. not to exceed 12 months*

We look forward to working with FISTA on your plan's next steps.
Please contact us with any questions you may have regarding this proposal.

Sincerely,

TRADESMAN architectural studios PLLC

Isaac Hines, AIA
Principal

Approved:

FISTA Chair	Date	FISTA Treasurer	Date

AMENDED LEASE

Dated this 2nd day of July, 2024

as Amended this 1st day of January, 2025

to Activate the Tenants First Right of Refusal

between

Fires Innovation Science & Technology Accelerator Development Trust Authority

as Landlord and

Epirus Inc.

as Tenant

Affecting premises commonly known as The FISTA 200 Southwest C Avenue, in Lawton, Oklahoma 73501.

EXHIBITS:

EXHIBIT A: FLOOR PLAN

EXHIBIT B: FORM OF DECLARATION (COMMENCEMENT DATE CERTIFICATE)

EXHIBIT C: JANITORIAL SERVICES

EXHIBIT D: IT/SECURITY SERVICES PROVIDED TO BUILDING TENANTS

EXHIBIT E: LIST OF ADDITIONAL INSUREDS RULES AND REGULATIONS

EXHIBIT F: RULES AND REGULATIONS

EXHIBIT G: COVENANT AGREEMENT BETWEEN CITY OF LAWTON, OKLAHOMA AND LAWTON ECONOMIC DEVELOPMENT AUTHORITY

LEASE

THIS LEASE (this "**Lease**") is made as of the 2nd day of July, 2024 (the "**Effective Date**"), and amended this 1st day of January, 2025 to active the Tenants First Right of Refusal, between Fires Innovation Science and Technology Accelerator Development Trust Authority, a public trust of the City of Lawton, Oklahoma ("**Landlord**"), and Epirus Inc., a California Incorporation ("**Tenant**").

Landlord and Tenant hereby agree as follows:

ARTICLE 1
BASIC LEASE PROVISIONS

1.1 '"**Lease Premises**": Secure space in the Building, as more particularly shown on Exhibit A (Floor Plan). The Lease Premises shall be designated as Epirus Inc. The total area of the Leased Premises is 3,000 and the First Right of Refusal space of 2107 for a total of 5107 rentable square feet as further defined in Section 1.14 below.

1.2 "**Building**": The one-story office building, fixtures, equipment and other improvements and appurtenances now located or hereafter erected on the Land (as hereinafter defined) and commonly known as the former Sears building.

1.3 "**Parking Area**": The parking surfaces, fixtures and other improvements and appurtenances now located or hereafter erected, located or placed upon the Land.

1.4 "**Land**": The real property known as Central Plaza in downtown Lawton, Oklahoma.

1.5 "**Park**": The real property, together with all buildings and other improvements now or hereafter located thereon including the Building and the Land, commonly known as the FISTA Innovation Park.

1.6 **"Reserved"**

1.7 "**Reserved"**

1.8 "**Commencement Date**": The date on which Landlord delivers possession of the Lease Premises to Tenant with the Premises in Deliverable Condition. "**Deliverable Condition**" means vacant and free of all occupancy rights, professionally cleaned, separately demised, with all systems and improvements in the Lease Premises in good working order and condition, in compliance with and free of all violations of law and legally permitted to be used for the uses permitted under this Lease, free of Hazardous Materials, with Landlord's Work completed and otherwise in the condition in which the Lease Premises exist as of the date hereof.

1.9 "**Expiration Date**": The last day of the calendar month in which occurs the day immediately preceding the day that is three (3) years after the Commencement Date.

1.10 **"Term"**: The term of this Lease, which shall begin on the Commencement Date and, unless this Lease or the Term is sooner terminated or is extended, shall end on the Expiration Date.

1.11 "**Permitted Use**": See Article 7.

1.12 "**Tenant's Proportionate Share**": The percentage equal to a fraction, the numerator of which is the Area of the Lease Premises and the denominator of which is the Area of the Building.

1.13 "**Area of the Building**": 105,000 square feet. The Area of the Building has been calculated in accordance with the American National Standards Institute, lnc./Building Owners and Managers Association standard method of measuring floor area, ANSI/BOMA Z65.l-1996 ("'**BOMA**").

1.14 "**Area of the Lease Premises**": estimated 3,000 rentable square feet in FISTA I, Epirus Inc. The Area of the Lease Premises is an agreed-upon square footage and shall not be subject to remeasurement.

1.15 "**Base Rent**": The amount equal to the product of Seventeen Dollars ($17.00) per square foot for the initial 3000 square feet and an amount equal to the product of Twenty-Five Dollars ($25.00) for the First Right of Refusal space in the amount of 2107 square feet ("**Base Rent Rate**"), multiplied by the Area of the Lease Premises as set for in Section 1.13, which amount shall be increased as provided herein. Commencing on the first (1st) day of the second (2nd) Lease Year and on the first day of each and every Lease Year thereafter during the Lease Term, the Base Rent Rate shall be increased by five percent (5%) of the amount of the Base Rent Rate payable for the preceding Lease Year. Under no circumstances shall the Base Rent Rate or annual five percent (5%) increases be abated for any reason.

1.16 "**Additional Rent**": All sums other than Base Rent payable by Tenant to Landlord under this Lease and any exhibits, riders or other attachments hereto, including late charges, overtime or excess service charges, damages, and interest and other costs related to Tenant's failure to perform any of its obligations under this Lease.

1.17 "**Rent**": Base Rent and Additional Rent, collectively.

1.18 "**Tenant Improvement**" Landlord will provide a Tenant Improvement Allowance of $250,000 toward the improvement of the initial 3000 square feet of this lease. The Improvement Allowance is intended to cover all hard costs associated with Tenant's improvements, including but not limited to construction, architecture and consultant fees. Furniture, fixtures, security system, moving expenses, telephone and data equipment and cabling costs will be at the expense of the tenant, but up to 25% of the TI ($250,000) can be used to offset these costs. All costs associated with the buildout of the Tenants First Right of Refusal space shall be at the sole expense of the Tenant.

1.18 "**Security Deposit**": N/A.

1.19 "**Parking Allocation**": One parking permit per 1,000 square feet of Area of the Lease Premises (with such number of parking permits being rounded to the nearest whole number) for use by the Tenant and other permitted occupants of the Premises in the Parking Area.

1.20 "**Tenant's Notice Address**":

Epirus Inc.
19145 Gramercy Pl.
Torrance, CA 90501

"**Landlord's Notice Address**":
Chair

P.O. Box 2883
Lawton, OK 73502

With copies to:

President/CEO
P.O. Box 2883
Lawton, OK 73502

"**Landlord's Payment Address**":
Same as notice address

All capitalized terms used in this Lease without definition are defined in this Lease or the exhibits thereto.

ARTICLE 2
LEASE PREMISES

2.1 **Lease**. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Lease Premises. The lease of the Lease Premises is subject to any covenants, conditions and restrictions of record in effect as of the date hereof including, but not limited to, the Covenant Agreement between the City of Lawton, Oklahoma and the Lawton Economic Development Authority set forth in Exhibit F hereto. Landlord represents and warrants that no such covenant, condition or restriction increases Tenant's obligations or decreases Tenant's rights or otherwise adversely affects Tenant or Tenant's use or occupancy of the Lease Premises, except as otherwise specified in this Lease and Exhibits hereto.

2.2 **Building Common Areas**.

(a) Tenant shall have the right, in common with others, to reasonable use of the common areas of the Building, including corridors, restrooms, the **Conference Center** (as defined in, and subject to the provisions of, Section 2.2(b) below) and walkways, subject to the Rules and Regulations established by Landlord pursuant to Article 15 of this Lease.

(b) For so long as the conference center servicing the Building ("**Conference Center**") remains open and available as a conference room to all tenants of the Building, Tenant shall have the nonexclusive right (subject to reasonable rules and regulations and usage fees) to use the Conference Center during the Lease Term on a first-come, first-served basis.

2.3 **Relocation.** Landlord shall have no right to relocate the Tenant during the Term.

2.4 **Parking**. Tenant shall be entitled to the Parking Allocation for the leasing of unreserved spaces in the Parking Area. Landlord shall cause the Parking Area to have sufficient parking for all users thereof (including Tenant).

ARTICLE 3
LEASE TERM

3.1 **Lease Term**. Upon the provisions of this Lease being in full force and effect, Tenant shall have and hold the Lease Premises for the Term as specified in Article 1.10 of this Lease.

3.2 **Lease Year**. Each twelve 12-month period during the Lease Term commencing on the Commencement Date or the anniversary thereof is sometimes called a "Lease Year."

3.3 **Adjustments to Lease Term**. If the Commencement Date falls on any day other than the first day of a calendar month, the first Lease Year shall expire on the first anniversary of the last day of the calendar month in which the Commencement Date falls (thereby extending the first Lease Year by the number of additional days between the actual Commencement Date and the end of the calendar month in which that date falls).

3.4 **Commencement Date Certificate**. Promptly after the Commencement Date has occurred, Landlord and Tenant shall execute a written declaration setting forth the Commencement Date, the Expiration Date, and the other information set forth therein. The form of such declaration is attached hereto as Exhibit C and is made a part hereof. Any failure of the parties to execute such declaration shall not affect the validity of the Commencement Date as determined in accordance with this Article.

3.5 **“Reserved”**

ARTICLE 4
RENT

4.1 **Base Rent**. Commencing on the Commencement Date, Tenant shall pay to Landlord Base Rent calculated as set forth in Article 1 above for all of the Lease Premises, payable in advance in equal monthly installments as set forth thereunder.

4.2 **Payment of Base Rent**. The first and last monthly rent installments hereunder shall be prorated on the basis of a 30-day month if the Lease Term does not commence on the first day of a calendar month or end on the last day of a calendar month. All Rent shall be paid to Landlord, without set-off, deduction, or (with respect to Base Rent) demand (except as expressly provided in this Lease), in legal tender of the United States at Landlord's Payment Address or to such other address as Landlord may designate from time to time by written notice to Tenant or, at Tenant's by electronic payment pursuant to instructions provided by Landlord upon request. If Landlord shall accept Rent after it shall become due and payable, such acceptance shall not excuse a delay upon subsequent occasions, or constitute or be construed as a waiver of any of Landlord's rights hereunder. If any sum payable by Tenant under this Lease is paid by check which is returned due to insufficient funds, stop payment order, or otherwise, then: (a) such event shall be treated as a failure to pay such sum when due (regardless of when Landlord received the check); and (b) in addition to all other rights and remedies of Landlord hereunder, Landlord shall be entitled (i) to impose a returned check charge of Fifty Dollars ($50.00) to cover Landlord's administrative expenses and overhead for processing, and (ii) to require that all future payments be remitted by money order, or cashier's or certified check or, at Tenant's option, by electronic payment.

4.3 **First Month's Base Rent**. Concurrently with Tenant's execution of this Lease, Tenant shall pay to Landlord the sum of one (1) full calendar month's Base Rent, which sum shall be credited by Landlord toward the first monthly installment of annual Base Rent due for the first full calendar month following the Commencement Date.

4.4 **Additional Rent**. All amounts payable by Tenant hereunder in addition to Base Rent shall be deemed to be Additional Rent and shall be collectible in like manner as Base Rent. Notwithstanding the foregoing, except as otherwise provided in this Lease, all Additional Rent owed by Tenant to Landlord, and any cost, expense, damage, or liability shall be paid by Tenant to Landlord no later than the later of (i) thirty (30) days after the date Landlord notifies Tenant of the amount of such Additional Rent or such cost, expense, damage or liability, together with reasonably detailed backup documentation, as applicable, or (ii) the day the next monthly installment of Base Rent is due. If any payment hereunder is due after the end of the Lease Term, such Additional Rent or such cost, expense, damage or liability shall be paid by Tenant to Landlord not later than thirty (30) days after Landlord notifies Tenant of the amount of such Additional Rent or such cost, expense, damage or liability.

ARTICLE 5
OPERATING EXPENSES REAL ESTATE TAXES ELECTRICITY

5.1 **Operating Expenses**.

(a) Tenant shall pay separately all reasonable operating expenses actually incurred by Landlord directly related to the maintenance, management and operation of the Building and the Parking Area allocable to the Term and determined on an accrual basis in accordance with generally accepted accounting principles ("**Operating Expenses**") in Tenant's proportionate share of the Area of the Lease Premises related to the Area of the Building as set forth in Sections 1.13 and 1.14 above. Landlord shall keep accurate and complete books and records with respect to Operating Expenses and shall, upon Tenant's written request, provide Landlord with an electronic copy of same. If Tenant examines such books and records and discovers that Landlord has overcharged Tenant for Additional Rent with respect to Operating Expenses, then Landlord shall immediately refund the amount overcharged and Landlord shall reimburse Tenant for such examination costs.

(b) Operating Expenses shall include, subject to the terms of this Lease, the costs and expenses described in Subsection (1) below.

(1) <u>Included costs and expenses:</u>

(A) Insurance premiums paid by Landlord.

(B) Personnel costs directly allocable to the Building and Parking Area, including, but not limited to, salaries, wages, fringe benefits and other direct and indirect costs of engineers, superintendents, watchmen, security, porters, property accountants and any other personnel related to the management, maintenance, repair and operation of the Building and Parking Area.

(C) Costs of service and maintenance contracts, including, but not limited to, chillers, boilers, controls, elevators, mail chute, windows, electronics, signage, lighting, access control service, physical security, landscaping and irrigation, snow and ice removal, management fees, and air and water quality testing.

(D) The amortization (amortized on a straight-line basis over useful life) of capital expenditures made by Landlord made (i) to reduce Operating Expenses (provided that in no event shall the amortization included in Operating Expenses for a calendar year in respect of such a capital expenditure exceed the reduction in Operating Expenses for such calendar year resulting from such capital expenditure), or (ii) to comply with all present future laws, ordinances (including zoning ordinances and land use requirements), regulations and orders of the County of Comanche, the State of Oklahoma, the United States of America and any other public or quasi-public authority having jurisdiction over the Lease Premises (collectively, "**Legal Requirements**").

(E) Real Estate Taxes (as hereinafter defined), including Tenant's proportionate share of all ad valorem tax payments or in lieu of ad valorem tax payments specified in the Covenant Agreement between the City of Lawton, Oklahoma and the Lawton Economic Development Authority set forth in Exhibit G hereto, permits and fees.

(F) The costs of any additional services not provided to the Building and Parking Area on the Commencement Date but thereafter provided by Landlord in the prudent management of the Building, following written notice to the Tenant.

(G) Charges for concierge (if any), access control, janitorial and cleaning services (including supplies) for operation and maintenance of the Building and Parking Area (including the loading dock serving the Building), the fitness facility (if any), and the roof deck (if any).

(H) Personnel costs of the property manager and maintenance supervisor, even if such persons work off-site.

(I) Accounting expenses of Landlord in connection with calculating Operating Expenses.

(J) Capital expenditures due to breakage, casualty or normal wear and tear.

(K) SCIF and Facilities Charges, defined as the costs and expenses of Landlord with respect to the provision to Building tenants of those services outlined in this Lease.

(L) If Landlord is required to upgrade or replace any of the IT Equipment (as defined above in Section 1.7) (i) to maintain the accreditation of the Building as a SCIF (the "**SCIF Accreditation**") or the certification ("**IT Certification**") of the information technology infrastructure at the Building (the "**Building IT**") or (ii) to otherwise comply with any applicable requirements of the governmental agency providing the SCIF Accreditation and the IT Certification (the “GA").

Notwithstanding anything to the contrary, "**Operating Expenses**" shall exclude: (a) costs and expenses of leasing space, including advertising, promotion, other marketing, commissions, legal fees, allowances, and all costs and expenses of any demolition in, painting, carpeting, or refurbishing of, or alterations or improvements to, any tenantable space; (b) costs and expenses of providing any service to any tenant or occupant of, or to any tenantable space in excess of that required by this Lease to be provided to Tenant free of separate or additional charge; (c) costs or expenses arising from any fire or other casualty or which could have been covered by property insurance; (d) all costs and expenses arising from negligence, willful misconduct, violation of a Legal Requirement or breach or default; (e) taxes other than real estate taxes or sales taxes on Operating Expenses, ground lease rents; reserves, depreciation, amortization and debt service and other financing expenses (other than as and to the extent included in clause (vi) above); (f) personnel costs for personnel above the grade of building manager; any personnel costs allocable to any part of personnel time during which such personnel are not engaged at the Building in the operation and maintenance thereof; (g) any amount paid or incurred to any affiliate of Landlord or of any their respective agents, in excess of the amount which would have been paid or incurred on an open market basis in the absence of such affiliation; all general corporate overhead of Landlord or any of their respective agents; any management fee in excess of that which would have been charged by a reputable unaffiliated management company; and any costs and expenses which, if the Building had been managed by such a company being paid such a fee, would have been borne by such company without separate reimbursement; (h) costs and expenses relating to any retail space or to any common areas adjacent thereto, or to any dining or eating facility, any athletic, fitness, or recreational club or facility, or any observatory, antenna or other amenity; (i) professional fees (other than accountant fees for calculation of Operating Expenses); (j) costs and expenses attributable to any hazardous wastes, substances, or materials or testing, investigation, management, maintenance, remediation or removal thereof; (k) charitable or political contributions; (l) costs and expenses arising out of any latent defects in the Building, or the correction thereof; (m) costs relating to fine art, (n) assessments, common charges or the like imposed by the any association or board operating any project of which the Building is a part to the extent that the same (o) are imposed to pay for (or as reimbursement for) costs which do not constitute Operating Expenses (it being agreed that any such assessments, common charges or the like which are paid to any such association or board or otherwise to establish "reserves" for future expenditures shall not be included in Operating Expenses) or (p) are not calculated on a fair and equitable basis; (q) costs and expenses resulting from an increase in the rentable area of the Building, (r) capital expenditures (except as provided in Article 5.l(b)(l)(D)) and rent for items that, if purchased. would constitute a capital expenditure, and (s) any other cost or expense not attributable to the maintenance and operation of the Building or that is not, according to the practices of reputable landlords of comparable buildings, customarily included in operating expense escalation rent provisions.

"Real Estate Dues" shall mean all real estate taxes and other impositions, including general and special assessments and other similar taxes and assessments if any, which are imposed upon Landlord or assessed against the Building or the Land upon which the Building is situated. Utility Charges. Tenant shall pay all gas, water, sewer, electricity and other utility charges (including surcharges) of every type and nature attributable to and in Tenant's proportionate share of the Area of the Leased Premises to the Area of the Building.

ARTICLE 6
SERVICES

6.1 **Services.**

(a) Except as otherwise provided in this Lease, Landlord shall provide, or cause to be provided to the fully constructed (at the tenants' sole expense) Lease Premises at Tenant's proportionate share of the cost and expense as set forth (and to the extent permitted) in Article 5 according to first class standards: secure and non-secure janitorial services (the specifications for which are attached hereto as Exhibit C), heat, ventilation and air conditioning ("HVAC"), trash disposal, electricity, hot and cold water and sewer, exterior landscaping and maintenance, Parking Area maintenance, and Building and common area maintenance and repairs. Repairs and maintenance shall include base Building systems in and serving the Lease Premises, including structural, mechanical, electrical, water and sewer, and, subject to the provisions of Article 7, repairs and replacements to improvements in, on or about the Lease Premises (including the improvements existing in the Lease Premises). Landlord shall permit Tenant and its telecommunications vendors to have access to the Building service closets, rooms, shafts, and areas to install, maintain, repair and replace telecommunications line and equipment, and Landlord shall not disturb, and shall prevent any other person from disturbing, same.

(b) Subject to Article 10 and Article 11, all injury, breakage and damage to the Lease Premises and to any other part of the Building and Park or Land caused by any act or omission of Tenant, or of any agent, employee, or contractor of Tenant, shall be repaired by and at the sole expense of Tenant, and all injury, breakage and damage to the Lease Premises and to any other part of the Building and Park or Land caused by any act or omission of Landlord, or of any agent, employee, or contractor of Landlord, shall be repaired by and at the sole expense of Landlord. The liability of Tenant for such costs and expenses shall be reduced by the amount of any insurance proceeds actually received by Landlord on account of such injury, breakage or damage.

(c) Not withstanding anything herein to the contrary Landlord agrees that any janitorial or other services provided to the Lease Premises shall be only by U.S. nationals. Tenant further reserves the right to provide notice to Landlord that it no longer requires janitorial service to the Lease Premises and shall have the right to directly contract for such services at the Tenants own cost.

6.2 **Regular Operating Hours**; **After-Hours Charges**. Regular operating hours for the Building, including, without limitation, for provision of HVAC, are from 8:00 a.m. to 6:00 p.m. Monday to Friday, and no regular hours on Saturday and Sunday. After-hours HVAC service is available with twenty-four (24) hours' notice at Landlord's rate schedule, which rate schedule is based on Landlord's actual costs (and shall not include any profit or markup). Tenant acknowledges that Landlord shall provide Building HVAC services on Saturdays, Sundays or Federal holidays only upon prior written request, and Tenant agrees that if it desires Building HYAC services during a Saturday, Sunday or Federal holiday, Tenant shall notify Landlord in writing by 5:00 pm on the immediately previous Friday, if a weekend day, or the immediately previous business day, if a Federal holiday. Tenant will reimburse Landlord for any actual out-of-pocket costs incurred by Landlord associated with operating the Building and related systems at times other than these established hours.

6.3 **"Reserved."**

ARTICLE 7
USE; CONDITION OF LEASE PREMISES; SURRENDER

7.1 **Use**. Tenant shall use the Lease Premises for SCIF and general office purposes only to perform Department of Defense and other government contracts and programs (the "**Permitted Use**").

7.2 **SCIFs**

(a) The parties hereto acknowledge and agree that each of the SCIFs Accreditation and the IT Certification is exclusive to the Building. Except as otherwise provided in this Lease, Tenant shall have the right to use the Lease Premises as a contractor and under the suggestion of the GA. Landlord makes no warranty to Tenant that the SCIF Accreditation and/or the IT Certification will remain in effect throughout the Lease Term and any extensions or renewals thereof. Landlord shall require the IT/Security Provider Contract Special Security Officer ("**CSSO**") to immediately report all security violations to Tenant's CSSO, and to the cognizant GA Security Officer.

(b) Tenant, on behalf of itself, its agents, employees and contractors:

(i) covenants that, at all times during the Lease Term and any extensions or renewals thereof, it shall conduct itself in strict compliance with the terms and conditions of the SPP (as defined in Section 6.2 above), which SPP was developed by the IT/Security Provider and Landlord in accordance with the Director of Central Intelligence Directives (''DCID"), take no action or make any omission that would cause the SPP to not remain in effect, and take no action or make any omission that would cause the SCIF Accreditation to not remain in effect;

(ii) (1) covenants that Tenant shall utilize, with respect to its information technology requirements, a Building System Security Plan ("SSP") that either (A) is shared with the IT/Security Provider and has already been approved by the GA (the "Existing SSP''), (B) has been newly developed for Tenant by the IT/Security Provider to accommodate Tenant's particular information technology requirements at the Building (a ''New Program SSP") or (C) was previously developed at Tenant's prior location of business and has been transferred to the Building (a "Transferred Program SSP"), with respect to (B) and (C) above, the GA has approved the New Program SSP or the transfer of the Transferred Program SSP to the Building, as the case may be, and the applicable SSP is in effect as of the date hereof;

(2) covenants that, at all times during the Lease Term and any extensions or renewals thereof, it shall comply with the terms and conditions of the applicable SSP, take no action or make any omission that would cause the applicable SSP to not remain in effect, with the assistance of the IT/Security Provider, document any proposed changes to the applicable SSP and procure any necessary GA or other approvals to the same, and take no action or make any omission that would cause the IT Certification to not remain in effect;

(iii) (1) warrants and represents that the GA has approved Tenant's submission of DD Form 254 - Contract Security Classification Specification (as approved by the GA, hereinafter referred to as the ''DD254"), and the DD254 is in effect as of the date hereof;

(2) covenants that, at all times during the Lease Term and any extensions or renewals thereof, it shall conduct itself in strict compliance with the DD254 and take no action or make any omission that would cause the DD254 to not remain in effect;

(c) If suspension or termination of the SCIF Accreditation or IT Certification occurs, or any other sanction or penalty (monetary, operational or otherwise) relating to the status of the SCIF Accreditation or the IT Certification is imposed during the Lease Term (and any extensions or renewals thereof) (each, a "**SCIF Penalty**'') as a result of the act or omission to act of Tenant, or its agents, employees or contractors, then Tenant shall be liable for any direct or indirect costs, damages, losses, claims, actions or liabilities suffered or incurred by any of the Landlord Parties (including, without limitation, rental income loss with respect to other tenants' leases in the Building) by reason of or related to such suspension or termination of the SCIF Accreditation or IT Certification or other sanction or penalty (the "**De-accreditation Liability**") and any attorneys' fees and costs incurred by Landlord in any related legal action. Notwithstanding the foregoing, if the SCIF Penalty was not caused solely by the act or omission of Tenant, or its agents, employees or contractors, then Tenant's De-Accreditation Liability to the Landlord Parties shall be reduced to the extent that the SCIF Penalty was attributable to the act or omission of a party other than Tenant or its agents, employees or contractors.

(d) If termination of the SCIF Accreditation or IT Certification occurs by reason of the negligence or willful misconduct of Landlord or the IT/Security Provider, then for a period of thirty (30) days following notice from the GA to Landlord of such termination of SCIF Accreditation or IT Certification, Landlord shall have the right to apply for re-accreditation of the Building as a SCIF or recertification of the Building IT (in either case, a "**Re-accreditation**''). Landlord shall provide to Tenant prompt notice of such termination. If such Re-accreditation does not occur within one hundred twenty (120) days following Landlord's application for the same, Tenant may terminate this Lease upon thirty (30) days' notice to Landlord; provided, that if such Re-accreditation occurs during such thirty (30) day notice period, then Tenant's exercise of its termination right hereunder shall be null and void and this Lease shall continue in full force and effect. If, following a termination of the SCIF Accreditation or IT Certification described herein, Tenant is unable to use the Lease Premises for the Permitted Use set forth in Section 7.1, Landlord shall provide Tenant with an abatement of Base Rent and Additional Rent during all such periods to the extent that Tenant's Permitted Use is impaired. If Tenant is prohibited from using the entire portion of the Lease Premises for the Permitted Use, Tenant shall have the option to use a portion of Lease Premises (equal to not less than 50% of the Lease Premises) for general office use ("Alternative Use") and shall pay Base Rent on the portion of the Lease Premises so used for the Alternative Use at a rate equal to 50% of the then applicable Base Rent Rate plus Additional Rent for such portion of the Lease Premises. If the Re-accreditation has not occurred by the date that is one hundred eighty (180) days after the date that such SCIF Accreditation or IT Certification was terminated, then commencing on such date and continuing for a period of five (5) business days thereafter, Landlord and Tenant shall each have the right to terminate this Lease by delivering written notice to the other party and this Lease shall terminate ten (10) days following the date of such termination notice. If this Lease is terminated pursuant to this Article 7.2, Tenant shall remain liable for any payments which may become due under this Lease which relate to costs or expenses incurred by Landlord prior to the effective date of termination of this Lease.

7.3 **Condition of Lease Premises**. Landlord shall deliver, and Tenant shall accept the Lease Premises in Deliverable Condition, without any Landlord obligations to make alterations or improvements to the Lease Premises, except as otherwise provided herein, and other than to cause the Lease Premises to be in Deliverable Condition and other than any alterations and improvements necessary to insure that the Lease Premises are in compliance with all applicable laws, regulations and building codes, including the Americans with Disabilities Act of 1990, as amended ("ADA"), and acknowledges that, other than as set forth above, Landlord has made no representation or warranty as to the suitability of the Lease Premises for the conduct of Tenant's business. Tenant is solely responsible for determining that each of the SCIF Accreditation and IT Certification is adequate for its purposes and use.

7.4 **Compliance with Laws**. Landlord shall cause the Park to comply with all Legal Requirements. Tenant shall, at its sole cost and expense, comply promptly with all Requirements with respect to any alterations Tenant performs and all applicable statutes, ordinances, rules, regulations, orders, restrictions of record and Requirements regulating the use by Tenant of the Lease Premises. Tenant shall not use or permit the use of the Lease Premises in any manner that will tend to create waste or a nuisance. With respect to the

Parle, Building and common areas, Landlord shall maintain the Building and the Lease Premises in compliance with all municipal, county, state, federal and other applicable regulations, including the ADA, hereafter mandated by order of any governmental agency or any other authority during the Lease Term and any extensions thereof, unless any requirement is imposed solely as a result of the specific use of the Lease Premises (other than merely for the permitted uses) made by Tenant or any Alterations to the Lease Premises made by or on behalf of Tenant, in which cases Tenant shall bear the cost of compliance. Landlord shall bear all costs of ADA compliance with respect to the Lease Premises, unless such ADA compliance is required due to Tenant's specific use of the Lease Premises or an Alteration to the Lease Premises made by or on behalf of Tenant.

7.5 **Maintenance and Repairs**. Landlord shall maintain, keep in good repair and replace as necessary the components of the Park. Tenant shall keep the interior of the Lease Premises in good order, condition and repair throughout the Lease Term, and any extensions and renewals thereof (excepting maintenance and repair of the Lease Premises and the IT Equipment located in the Lease Premises required to be performed by Landlord under this Lease), and shall not commit waste. Further, Tenant shall be solely responsible for the maintenance and repair of any Alterations constructed by it. Tenant shall promptly notify Landlord of any repairs required to be made to the Lease Premises. If repairs in the Lease Premises are required which are the obligation of Tenant hereunder, and are not made by Tenant after the expiration of all applicable notice and cure periods, then Landlord may, at its option, conduct such necessary repairs and charge the reasonable cost thereof to Tenant as Additional Rent.

7.6 **Surrender of Lease Premises**. Tenant shall remove its personal property and surrender the Lease Premises at the expiration of the Lease Term, or earlier termination of Tenant's occupancy, in good condition, reasonable wear and tear and casualty damage excepted. If Tenant fails to so remove its personal property prior to the expiration of the Lease Term, or earlier termination of Tenant's occupancy, and surrender of the Lease Premises, then, at the option of Landlord, such property shall become the property of Landlord, or may be removed and disposed of by Landlord and Tenant shall reimburse Landlord on demand for all reasonable costs of such disposal and the restoration of any damage to the Lease Premises caused or necessitated by such removal, except where such damage results from the negligent or intentional wrongful acts of Landlord or its agents or employees.

7.7 **RESERVED**

7.8 **IT Equipment**.

(a) During the Lease Term, Landlord shall provide for Tenant's use the IT Equipment. Landlord shall cause the IT Equipment to be in good working order on the Commencement Date and Tenant acknowledges that Landlord has made no representation or warranty as to the suitability of the IT Equipment for the conduct of Tenant's business.

Landlord, on behalf of itself, its agents, employees, and contractors, covenants that, during the Lease Term, it shall not take (and shall prevent any other person from taking) any action that would disturb the normal operation or condition of the IT Equipment or in any way alter the IT Equipment. Tenant shall leave in place the IT Equipment at the expiration of the Lease Term, or earlier termination of Tenant's occupancy, in the same condition as it received the IT Equipment, reasonable wear and tear and casualty damage excepted.

(b) Subject to Article 11, notwithstanding the foregoing, all injury, breakage and damage to the IT Equipment caused by any negligent or willful act or omission of Tenant, or of any agent, employee, or contractor of Tenant, shall be repaired or replaced by and at the sole expense of Tenant, except that Landlord shall have the right, at its option, to make such repairs and replacements and to charge Tenant directly for all costs and expenses incurred in connection therewith as Additional Rent hereunder, and the liability of Tenant for such costs and expenses shall be reduced by the amount of any insurance proceeds actually received by Landlord on account of such injury, breakage or damage.

(c) In the event Landlord is required to upgrade or replace any of the IT Equipment to maintain the Building's SCIF Accreditation or IT Certification or to otherwise comply with any applicable requirements of the GA, then the costs and expenses of such upgrade or replacement shall be considered a component of Operating Expenses if and to the extent permitted pursuant to Article 5.1(b)(1)(P) above.

ARTICLE 8
ALTERATIONS

8.1 **Alterations**

(a) Tenant shall not make any alterations, additions, or improvements ("**Alterations**") to the Lease Premises without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed and shall be deemed granted unless Landlord, within ten (10) days after Tenant's request for such consent, notifies Tenant of Landlord's reasonable reason(s) for withholding such consent. In no event shall Landlord's consent, however, be required for any Alteration that does not require a building permit. All Alterations shall be done in a good and workmanlike manner, by properly qualified and licensed persons reasonably acceptable to Landlord pursuant to plans and specifications submitted to Landlord, together with Landlord's request for consent. All Alterations made by Tenant shall be made in accordance with reasonable guidelines promulgated by Landlord for construction in the Building of which Tenant has notice following inquiry of Landlord and shall be completed at Tenant's sole cost and expense. Tenant shall be responsible for obtaining, at its sole cost, any permits, licenses and certificates of occupancy for any such Alterations and Landlord shall reasonably cooperate in connection with obtaining same.

(b) Landlord at its sole cost and expense will have constructed only one (1) perimeter wall enclosing the initial 3,000 square feet of Lease Premises with the outside of the wall finished and the inside of the wall unfinished to allow cabling to be installed by Tenant before Tenant has sheetrock installed and the inside of the wall finished. All other alterations, additions or improvements to the Lease Premises including the First Right of Refusal Space will be completed utilizing the Tenant Improvement as outlined in Article 1.18 or at the sole cost and expense of the Tenant in full compliance with this Article 8.1.

(c) All such Alterations shall become the property of Landlord at the end of the Lease Term and shall remain on the Lease Premises upon the expiration or earlier termination of this Lease, except that Tenant may, at any time during the Lease Term or upon the expiration or earlier termination of this Lease or any extensions or renewals thereof, remove any personal property installed by Tenant; provided, however, that Tenant shall repair at its sole cost and expense, any damage caused to the Lease Premises in removing such item(s). All Alterations and personal property not so removed within five (5) business days after the termination of this Lease and surrender of the Premises shall become the property of Landlord.

8.2 **Mechanic's Liens**. If any mechanic's lien is filed against the Lease Premises, the Building, the Park or the Land for work claimed to have been done for or materials claimed to have been furnished to Tenant ("Lien Work"), such mechanic's lien shall be discharged by Tenant, at its sole cost and expense, within sixty (60) days after the filing of said lien, by the payment thereof or by filing a bond authorized by law and sufficient to fully bond against the amount of any lien and any anticipated costs. If Tenant shall fail to discharge any such mechanic's lien, Landlord may, at its option, discharge the same by filing a bond and such amount shall be repaid to Landlord by Tenant as Additional Rent on demand.

ARTICLE 9
ENTRY BY LANDLORD

Landlord, its agents and employees shall have the right to enter the Lease Premises (except for those portions designated by Tenant as secure areas) at all reasonable times upon reasonable prior written notice (except in the case of an emergency when it would be impracticable) to make repairs and to maintain the Building, and to review the condition of the Lease Premises and determine Tenant's ongoing compliance with this Lease; provided, however, except in the event of emergency circumstances, such Landlord entry into the Lease Premises shall be with a Tenant and a GA escort or CSSO. Notwithstanding anything to the contrary in this Lease, Landlord's right of ingress and egress through the Lease Premises other than offices and conference rooms (unless no other practical means of ingress and egress exists - e.g. hallway) to other areas of the Building shall be unrestricted, provided only Landlord personnel having a clearance level that would otherwise allow them to enter the Lease Premises shall be allowed to traverse the Lease Premises without a Tenant and a GA escort or CSSO. Landlord shall prevent any such entry from adversely affecting the conduct of business in, or Tenant's use or occupancy of the Lease Premises.

ARTICLE 10
INSURANCE; INDEMNIFICATION

10.1 **Tenant's Indemnity**.

10.1 **Indemnity**. To the maximum extent permitted by law, Tenant waives any right to contribution against the Landlord Parties (as hereinafter defined) and shall indemnify and save harmless the Landlord Parties from and against all third-party claims of whatever nature arising from or claimed to have arisen from (i) any accident, injury or damage whatsoever caused to any person, or to the property of any person, occurring in or about the Lease Premises (except to the extent arising from the act or omission of a Landlord Party) from the Commencement Date, and thereafter throughout and until the end of the Lease Term, and after the end of the Lease Term for so long after the end of the Lease Term as Tenant or anyone acting by, through or under Tenant is in occupancy of the Lease Premises or any portion thereof; (ii) any accident, injury or damage whatsoever occurring outside the Lease Premises but within the Park (i.e., inclusive of the Building, common areas, Parking Area, and the Land), to the extent such accident, injury or damage results, or is claimed to have resulted, from any act, omission or negligence on the part of any of the Tenant Parties; or (iii) any breach of this Lease by Tenant. Tenant shall pay such indemnified amounts as they are incurred by the Landlord Parties. This indemnification shall not be construed to deny or reduce any other rights or obligations of indemnity that a Landlord Parties may have under this Lease or the common law.

(b) **Breach**. If Tenant breaches any of its indemnity obligations hereunder or under any other contractual or common law indemnity: (i) Tenant shall pay to the Landlord Parties all liabilities, loss, cost, or expense (including reasonable attorney's fees) incurred as a result of said breach; and (ii) the Landlord Parties may deduct and offset from any amounts due to Tenant under this Lease any amounts owed by Tenant pursuant to this Section.

(c) **No limitation**. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Landlord or Tenant or any subtenant or other occupant of the Lease Premises under workers' compensation acts, disability benefit acts, or other employee benefit acts. Tenant waives any immunity from or limitation on its indemnity or contribution liability to the Landlord Parties or Tenant Parties, as the case may be, based upon such acts of this Lease.

(d) **Survival**. The terms of this Article shall survive any termination or expiration of this Lease.

(e) **Costs**. The foregoing indemnity and hold harmless agreement shall include indemnity for all costs, expenses and liabilities (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the Landlord Parties in connection with any such claim or any action or proceeding brought thereon, and the defense thereof. In addition, if any action or proceeding shall be brought against one or more Landlord Parties by reason of any such claim, Landlord shall promptly notify Tenant of same and Tenant shall resist and defend such action or proceeding on behalf of the Landlord Party by counsel appointed by Tenant's insurer (if such claim is covered by insurance without reservation) or otherwise by counsel reasonably satisfactory to the Landlord Party. The Landlord Parties shall not be bound by any compromise or settlement of any such claim, action or proceeding without the prior written consent of such Landlord Parties.

10.2 **Landlord's Indemnity**. To the extent not resulting from any negligence or willful misconduct of any Tenant Party, and subject to exemptions and limitations on liability set forth in the Oklahoma Governmental Tort Claims Act, Landlord waives any right to contribution against the Tenant Parties (as hereinafter defined) and shall indemnify and save harmless the Tenant Parties from and against any claim by a third party arising from any injury to any person occurring in the Lease Premises or in the Park after the date that possession of the Lease Premises is first delivered to Tenant and until the expiration or earlier termination of the Lease Term, to the extent such injury results from the negligence or willful misconduct of Landlord or a Landlord Party, or from any breach or default by Landlord in the performance or observance of its covenants or obligations under this Lease. Tenant shall provide prompt notice of any such third-party claim to Landlord. Landlord shall have the right, but not the duty, to defend the claim. The foregoing indemnity and hold harmless agreement shall include indemnity for all costs, expenses, and liabilities (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the Tenant Parties in connection with any such claim or any action or proceeding brought thereon, and the defense thereof. In addition, if any action or proceeding shalt be brought against one or more Tenant Parties by reason of any such claim, Tenant shall promptly notify Landlord of same, and Landlord, upon request from the Tenant Party, shall resist and defend such action or proceeding on behalf of the Tenant Party by counsel appointed by Landlord's insurer (if such claim is covered by insurance without reservation) or otherwise by counsel reasonably satisfactory to the Tenant Party. The Tenant Parties shall not be bound by any compromise or settlement of any such claim, action or proceeding without the prior written consent of such Tenant Parties.

10.3 **Tenant's Risk**. Tenant shall use and occupy the Lease Premises and use such other portions of the Building and the Park as Tenant is given the right to use by this Lease at Tenant's own risk. The Landlord Parties shall not be liable to the Tenant Parties for any damage, injury, loss, compensation, or claim (including, but not limited to, claims for the interruption of or loss to a Tenant Party's business) based on, arising out of or resulting from any cause whatsoever other than the negligence or misconduct of Landlord or any of the

Landlord Parties, including, but not limited to, repairs to any portion of the Lease Premises or the Building, any fire, robbery, theft, mysterious disappearance, or any other crime or casualty, the actions of any other tenants of the Building or of any other person or persons, or any leakage in any part or portion of the Lease Premises or the Building, or from water, rain or snow that may leak into, or flow from any part of the Lease Premises, the Building, or from drains, pipes or plumbing fixtures in the Building or the Park. Any goods, property or personal effects stored or placed in or about the Lease Premises shall be at the sole risk of the Tenant Party, and neither the Landlord Parties nor their insurers shall in any manner be held responsible therefor. The Landlord Parties shall not be responsible or liable to a Tenant Party, or to those claiming by, through or under a Tenant Party, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the Lease Premises or any part of the Building or otherwise. The provisions of this Article shall be applicable until the expiration or earlier termination of the Lease Term, and during such further period as Tenant may use or be in occupancy of any part of the Lease Premises or of the Building.

10.4 **Tenant's Commercial General Liability Insurance**. Tenant shall maintain in full force from the period commencing on or before the Commencement Date, and thereafter throughout and until the end of the Lease Term, and after the end of the Lease Tenn for so long after the end of the Lease Term as Tenant or anyone acting by, through or under Tenant is in occupancy of the Lease Premises or any portion thereof, a policy of commercial general liability insurance, on an occurrence basis, issued on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG 00011001 or another ISO Commercial General Liability "occurrence" form providing equivalent coverage. Such insurance shall include broad form contractual liability coverage, specifically covering but not limited to the indemnification obligations undertaken by Tenant in this Lease. The minimum limits of liability of such insurance shall be Two Million Dollars ($2,000,000) per occurrence. In addition, if the Tenant hosts a function in the Lease Premises or any other part of the Building or the Land, Tenant shall obtain, and cause any persons or parties providing services for such function to obtain, the appropriate insurance coverages as reasonably determined by Landlord (including liquor liability coverage, if applicable) and provide Landlord with evidence of the same upon request.

10.5 **Tenant's Property Insurance**. Tenant shall maintain at all times during the Lease Term, and during such earlier time as Tenant may be performing work in or to the Lease Premises or have property, fixtures, furniture, equipment, machinery, goods, supplies, wares or merchandise on the Lease Premises, and continuing thereafter so long as Tenant is in occupancy of any part of the Lease Premises, business interruption insurance and insurance against loss or damage covered by the so-called "**all-risk**" type insurance coverage with respect to Tenant's property, fixtures, furniture, equipment, machinery, goods, supplies, wares and merchandise, and all alterations, improvements and other modifications made by or on behalf of the Tenant in the Lease Premises, and other property of Tenant located at the Lease Premises, except to the extent paid for by Landlord (collectively "Tenant's Property"). The business interruption insurance required by this Article shall be in minimum amounts typically carried by prudent tenants engaged in similar operations, but in no event shall be in an amount less than the Base Rent then in effect during any Lease Year, plus any Additional Rent due and payable for the immediately preceding Lease Year. The "all risk" insurance required by this Section shall be in an amount at least equal to the full replacement cost of the Tenant's Property. Notwithstanding the foregoing, Tenant shall have the right, at Tenant's sole option, to self-insure the "'all risk" insurance coverage required under this Article 10.5. In addition, during such time as Tenant is performing work in or to the Lease Premises, Tenant, at Tenant's expense, shall also maintain or shall cause its contractor(s) to maintain, builder's risk insurance for the full insurable value of such work. In the event of loss or damage covered by the "'all risk" insurance required by this Section, the responsibilities for repairing or restoring the loss or damage shall be determined in accordance with Article 11.

10.6 **Tenant's Other Insurance**. Throughout the Lease Term, Tenant shall obtain and maintain (1) comprehensive automobile liability insurance (covering any automobiles owned or operated by Tenant) issued on a form at least as broad as ISO Business Auto Coverage form CA 00 01 07 97 or other form providing equivalent coverage; (2) worker's compensation insurance or participation in a monopolistic state workers' compensation fund; and (3) employer's liability insurance or (in a monopolistic state) Stop Gap Liability insurance. Such automobile liability insurance shall be in an amount not less than One Million Dollars ($1,000,000) for each accident. Such worker's compensation insurance shall carry minimum limits as defined by the law of the jurisdiction in which the Lease Premises are located (as the same may be amended from time to time). Such employer's liability insurance shall be in an amount not less than One Million Dollars ($1,000,000) for each accident, One Million Dollars ($1,000,000) disease-policy limit, and One Million Dollars ($1,000,000) disease-each employee.

10.7 **Requirements for Insurance**. All insurance required to be maintained by Tenant pursuant to this Lease shall be maintained with responsible companies that are permitted to do business and are in good standing, in the jurisdiction in which the Lease Premises are located and that have a rating of at least "A" and are within a financial size category of not less than "Class X' in the most current Best's Key Rating Guide or such similar rating as may be reasonably selected by Landlord. All such insurance shall be primary and noncontributory. No such policy shall contain any deductible or self-insured retention that is not commercially reasonable. Such deductibles and self-insured retentions shall be deemed to be "insurance" for purposes of the waiver in Article 10.14 below. Landlord reserves the right from time to time (but not more frequently than once in any 3 year period) to require Tenant to obtain higher minimum amounts of insurance based on such limits as are customarily carried with respect to similar properties in the area in which the Lease Premises are located. The minimum amounts of insurance required by this Lease shall not be reduced by the payment of claims or for any other reason. In the event Tenant shall fail to obtain or maintain any insurance meeting the requirements of this Article, or to deliver such policies or certificates as required by this Article, beyond the expiration of all applicable notice and cure periods, Landlord may, at its option, on five (5) days' notice to Tenant, procure such policies for the account of Tenant, and the reasonable cost thereof shall be paid to Landlord, as Additional Rent, within thirty (30) days after delivery to Tenant of bills therefor. Any or all of Tenant's insurance may be provided by blanket and/or umbrella coverage.

10.8 **Additional Insureds**. The commercial general liability and auto insurance carried by Tenant pursuant to this Lease, and any additional liability insurance carried by Tenant pursuant to Section 10.4 of this Lease, shall name Landlord, Landlord's managing agent, those additional persons or entities listed on Exhibit E attached hereto and made a part hereof and such other persons or entities as Landlord may reasonably request from time to time as additional insureds with respect to liability arising out of or related to this Lease or the operations of Tenant (collectively, “Additional Insureds''). Such insurance shall provide primary coverage without contribution from any other insurance carried by or for the benefit of Landlord, Landlord's managing agent, or other Additional Insureds. Such insurance shall also waive any right of subrogation against each Additional Insureds.

10.9 **Evidence of Insurance**. Evidence of Tenant's General Liability Insurance and property insurance required to be maintained by Tenant hereunder shall be made available to Landlord and all other Additional Insureds on or before the Commencement Date hereof and at other times upon reasonable request of Landlord. Each Memorandum of Insurance for the applicable policy required hereunder shall state that such policy is endorsed to provide that any organizations or persons where required by contract or agreement are named as Additional Insureds under such policy. Tenant shall provide not less than thirty (30) days prior written notice to Landlord of any material change adversely impacting the interests of Landlord and/or cancellation of any required policy. In jurisdictions requiring mandatory participation in a monopolistic state workers' compensation fund, the insurance certificate requirements for the coverage required for workers' compensation will be satisfied by a letter from the appropriate state agency confirming participation in accordance with statutory requirements. Such current participation letters required by this Article shall be provided every six (6) months for the duration of this Lease. Failure by Tenant to provide the evidence of insurance required by this Section shall not be deemed to be a waiver of the requirements in this Section.

10.10 **Subtenants and Other Occupants**. Tenant shall require its subtenants of the Lease Premises to provide written documentation evidencing the obligation of such subtenant to maintain insurance that meets the requirements of this Article, and otherwise to comply with the requirements of this Article. Tenant shall require all such subtenants to supply certificates of insurance evidencing that the insurance requirements of this Article have been met and shall forward such certificates to Landlord on or before the earlier of (i) the date on which the subtenant or other occupant or any of their respective direct or indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, servants, employees, principals, contractors, licensees, agents, invitees or representatives first enters the Lease Premises or (ii) the commencement of the sublease. Tenant shall identify and remedy any deficiencies in such certificates or policy provisions.

10.11 **No Violation of Building Policies**. Tenant shall not use the Premises in violation of this Lease in a manner that constitutes a violation of the normal and customary standard policies of fire, boiler, sprinkler, water damage or other insurance covering the Park (i.e., inclusive of the Building, common areas, Parking Area, and the Land) and/or the fixtures, equipment and property therein carried by Landlord, or do or permit default by Tenant, which (i) would result in termination of any such policies, (ii) would adversely affect Landlord's right of recovery under any of such policies, or (iii) would result in reputable and independent insurance companies refusing to insure the Park (i.e., inclusive of the Building, common areas, Parking Area, and the Land) or the property of Landlord in amounts reasonably satisfactory to Landlord.

10.12 **Tenant to Pay Premium Increases**. If, because of any Tenant default, the rates for liability, fire, boiler, sprinkler, water damage or other insurance on the Park (i.e., inclusive of the Building, common areas, Parking Area, and the Land) or on the property and equipment of Landlord shall be higher than they otherwise would be, Tenant shall reimburse Landlord for the additional insurance premiums thereafter paid by Landlord which shall have been charged because of the aforesaid reasons, such reimbursement to be made from time to time on Landlord's demand as Additional Rent hereunder.

10.13 **Landlord's Insurance.**

(a) Required Insurance. Landlord has as of the Commencement Date and shall maintain insurance against loss or damage with respect to the Building (and Park as applicable), with customary exceptions, in such amounts and subject to such deductibles as Landlord may reasonably determine. Landlord shall also maintain such insurance with respect to any improvements, alterations, and fixtures located at the Lease Premises to the extent paid for by Landlord. The reasonable cost of such insurance shall be treated as a part of Operating Expenses. Such insurance shall be maintained with an insurance company selected by Landlord. Payment for losses thereunder shall be made solely to Landlord.

(b) **Optional Insurance**. Landlord may maintain such additional insurance with respect to the Building and the Park, including, without limitation, earthquake insurance, terrorism insurance, flood insurance, liability insurance and/or rent insurance, as Landlord may in its reasonable discretion elect. Landlord may also maintain such other insurance as may from time to time be required by any future mortgagee for the Building. The reasonable cost of all such additional insurance shall also be part of the Operating Expenses to the extent permitted under this Lease.

(c) **Blanket and Self-insurance**. Any or all of Landlord's insurance may be provided by blanket coverage maintained by Landlord or any affiliate of Landlord under its insurance program for its portfolio of properties, or by Landlord or any affiliate of Landlord under a program of self-insurance, and in such event Operating Expenses shall include the portion of the reasonable cost of blanket insurance or self-insurance that is allocated to the Building.

(d) **No Obligation**. Landlord shall not be obligated to insure and shall not assume any liability of risk of loss for, Tenant's Property, including any such property or work of tenant's subtenants or occupants, except to the extent caused by the negligence or willful misconduct of Landlord or any of the Landlord Parties. Landlord will also have no obligation to carry insurance against, nor be responsible for, any loss suffered by Tenant, subtenants or other occupants due to interruption of Tenant's or any subtenant's or occupant's business.

10.14 **Waiver of Subrogation**. The parties hereto waive and release any and all rights of recovery against the other, and shall not seek to recover from the other or to make any claim against the other, and in the case of Landlord, against all "Tenant Parties" (hereinafter defined), and in the case of Tenant, against all "Landlord Parties" (hereinafter defined), for any loss or damage with respect to property incurred by the waiving/releasing party to the extent such loss or damage is insured under any insurance policy required by this Lease or which would have been so insured had the party carried the insurance it was required to carry hereunder. Tenant shall obtain from its subtenants and other occupants of the Lease Premises a similar waiver and release of claims against any or all of Tenant or Landlord. The insurance policies required by this Lease shall contain no provision that would invalidate or restrict the parties' waiver and release of the rights of recovery in this Article. The parties hereto covenant that no insurer shall hold any right of subrogation against the parties hereto by virtue of such insurance policy.

The term "Landlord Party" or "Landlord Parties" means Landlord, any affiliate of Landlord, Landlord's managing agent(s) for the Building, each mortgagee, ground lessor, IT/Security Manager and each of their respective direct or indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, servants, employees, principals, contractors, licensees, agents or representatives. The term "Tenant Party" or "Tenant Parties" means Tenant, any affiliate of Tenant, any permitted subtenant or any other permitted occupant of the Lease Premises, and each of their respective direct or indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, servants, employees, principals, contractors, licensees, agents, invitees or representatives.

10.15 **Tenant's Work**. During such times as Tenant is performing work or having work or services performed in or to the Lease Premises, Tenant shall require its contractors, and their subcontractors of all tiers, to obtain and maintain commercial general liability, automobile, workers compensation, employer's liability, builder's risk, and equipment/property insurance in such amounts and on such terms as are customarily required of such contractors and subcontractors on similar projects. The amounts and terms of all such insurance are subject to Landlord's written approval, which approval shall not be unreasonably withheld. The commercial general liability and auto insurance carried by Tenant's contractors and their subcontractors of all tiers pursuant to this Section shall name the Additional Insureds identified on Exhibit E and such other persons or entities as Landlord may reasonably request from time to time as additional insureds with respect to liability arising out of or related to their work or services. Such insurance shall provide primary coverage without contribution from any other insurance carried by or for the benefit of Landlord, Landlord's managing agent, or other Additional Insureds. Such insurance shall also waive any right of subrogation against each Additional Insured. Tenant shall obtain and submit to Landlord, prior to the earlier of (i) the entry onto the Lease Premises by such contractors or subcontractors or (ii) commencement of the work or services, certificates of insurance evidencing compliance with the requirements of this Section.

10.16 **Limitation of Landlord's Liability**. Notwithstanding anything to the contrary contained in this Lease, Landlord's liability to Tenant for any reason related to this Lease or under any indemnity of Landlord shall not exceed Landlord's equity in the Building and the proceeds therefrom. Tenant shall not look to any other property or assets of Landlord or any of the Landlord Parties in seeking either to enforce Landlord's obligations under this Lease or to satisfy a judgment for Landlord's failure to perform such obligations; and none of the Landlord Parties shall be personally liable for the performance of Landlord's obligations under this Lease.

10.17 **Consequential Damages**. Except for Tenant's potential liability with respect to a holdover by Tenant pursuant to Section 21.3 below, neither Tenant nor Landlord shall for any reason or in any event be liable to the other party for consequential damages.

ARTICLE 11
DAMAGE AND DESTRUCTION

11.1 If the Lease Premises or any portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements, or other casualty, within sixty (60) days after that event, Landlord shall notify Tenant of the estimated time, in Landlord's reasonable judgment, required for repair or restoration as well as the securing of any required SSP, DD254, SPP, SCIF Accreditation, IT Certification and/or any other GA, security-related or other governmental approvals for the Building and/or the Lease Premises, as applicable (collectively, the "GA Rebuilding Approvals"). If the estimated time is one hundred and fifty (150) days plus the time required to obtain the GA Rebuilding Approvals or less after the casualty event, Landlord shall proceed promptly and diligently to adjust the loss with applicable insurers, to secure all required governmental permits and approvals (including, without limitation, the GA Rebuilding Approvals), and to repair or restore the Lease Premises (excluding any Alterations for which Tenant shall be solely liable for repair or replacement under any and all circumstances) or the portion of the Building necessary for Tenant's occupancy. This Lease shall remain in full force, except that for the time the Lease Premises is unusable and Tenant does not in fact use the Lease Premises, Tenant shall receive a Rent abatement for that part of the Lease Premises rendered unusable and not used in the conduct of Tenant's business from the date of the casualty to the date the OA Rebuilding Approvals have been received and the Lease Premises is available for occupancy by Tenant; provided, however, rent shall not be abated to the extent the Lease Premises, or any portion thereof, is so rendered unusable by reason of an act or omission of Tenant.

11.2 If the estimated time for repair or restoration and receipt of the GA Rebuilding Approvals in connection with a casualty loss described above is in excess of one hundred and fifty (150) days plus the time required to obtain the GA Rebuilding Approvals after the casualty event, Tenant may terminate this Lease as of the date of the casualty event by giving notice to Landlord within ten (10) days following receipt of Landlord's notice of the estimated time for repair. If Tenant does not terminate this Lease, Landlord may elect, on notice to Tenant within twenty (20) days after the period for Tenant's election to terminate has expired, to procure the GA Rebuilding Approvals and repair or restore the Lease Premises or the portion of the Building necessary for Tenant's occupancy. In that event, this Lease shall continue in full force, but the Landlord shall proportionately abate the Rent from the date of the casualty to the date the GA Rebuilding Approvals have been obtained and the Lease Premises is available for occupancy by Tenant. If Landlord does not elect to procure the GA Rebuilding Approvals and repair or restore, this Lease shall terminate as of the date of the casualty event.

11.3 If the GA Rebuilding Approvals are to be obtained and the Lease Premises or such portion of the Building necessary for Tenant's occupancy are to be repaired or restored under this Article 11, Landlord shall repair or restore at Landlord's cost the Building itself and all improvements in the Lease Premises, but in any event excluding Alterations made by or for Tenant following the Commencement Date. Tenant shall pay the cost of repairing or restoring any Alterations made by or for Tenant subsequent to the Commencement Date and shall be responsible for carrying casualty insurance as Tenant deems appropriate for those Alterations and for the portion of the Building for which Tenant may be liable under Article 10 for repair or reconstruction.

If there is any damage to or destruction of the Lease Premises or the Building, Landlord and Tenant acknowledge that their respective rights and obligations are to be governed exclusively by this Lease.

ARTICLE 12
HAZARDOUS MATERIALS

12.1 **Definitions.** Tenant shall comply with all applicable statutes, laws, ordinances, rules, and regulations now or hereafter mandated by any applicable federal, state, or local governmental authority with respect to the use, generation, treatment, storage, disposal, emission, discharge, release or threatened release of any Hazardous Materials (as hereinafter defined) introduced to the Lease Premises by Tenant. "**Hazardous Materials**" means any of the following and any substance or material that contains any of the following: (a) asbestos, asbestos containing materials, and presumed asbestos containing materials; (b) oils, petroleum, petroleum products and by-products, drilling fluids, produced waters, and other wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal resources; (c) polychlorinated biphenyl, urea formaldehyde, radon gas, radioactive materials (including any source, special nuclear, or byproduct material), medical waste, chlorofluorocarbons, lead or lead-based products, and any other substance whose presence could be detrimental to the Lease Premises, Building or the Land, or to health or the environment and (d) any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Law or other Legal Requirements as a ''hazardous substance," "hazardous material," ''hazardous waste," infectious waste," ''toxic substance," "toxic pollutant," or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, and reproductive toxicity. "**Environmental Law**'' means any present and future law and any amendments thereto (whether common law, statute, rule, order, regulation or otherwise), permits, directives, and other requirements of governmental authorities applicable to the Lease Premises, the Building or the Land and relating to the environment, environmental conditions, health, safety, or to any Hazardous Material, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 33 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § I101 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., any so-called "Super Fund" or "Super Lien" law, any Legal Requirements requiring the filing of reports or notices relating to Hazardous Materials, and any similar state and local laws, all amendments thereto, and all regulations, orders, decisions, and decrees now or hereafter promulgated thereunder concerning the environment, industrial hygiene or public health or safety. Tenant shall not cause any Hazardous Materials introduced to the Lease Premises by Tenant to be used, generated, treated, stored, disposed of, emitted, discharged, or released on or about the Lease Premises, Building or Land other than such materials and supplies otherwise constituting Hazardous Materials which are normally used in general business offices, provided such materials and supplies are used, handled, stored and disposed of in accordance with all applicable governmental rules, regulations, laws and requirements.

12.1 **Indemnification**. Landlord shall indemnify, defend by counsel reasonably acceptable to Tenant, and hold harmless the Tenant Parties from and against any and all claims, losses, liability, costs, or expenses, directly or indirectly arising out of (a) the actual or alleged release, presence, removal, or failure to remove, of Hazardous Materials other than Hazardous Materials introduced to the Lease Premises by Tenant, and (b) any violation of an Environmental Law by a Landlord Party. Tenant shall indemnify, defend by counsel reasonably acceptable to Landlord, and hold harmless the Landlord Parties from and against any and all claims, losses, liability, costs, or expenses, directly or indirectly arising out of (a) the actual or alleged release, presence, removal, or failure to remove, of Hazardous Materials introduced to the Lease Premises; by Tenant, and (b) any violation of an Environmental Law by Tenant or its employees, agents, or contractors with respect to Hazardous Materials introduced to the Lease Premises by Tenant.

12.2 **Survival**. The obligations pursuant to this Article 12 shall survive the termination of this Lease.

12.3 **Representations**. Landlord represents that, except as specified in the Phase I and Phase II Environmental Site Assessments dated May 15, 2018 and August 22, 2018 (the "**Environmental Reports**"), to its actual knowledge as of the Effective Date of this Lease, based solely and exclusively on the Environmental Report and no further or additional inspection or inquiry having been made, the Park does not contain any Hazardous Materials and covenants that Landlord will not permit the use of any such materials in the operation of the Building or Park. If the Landlord is advised, or it shall come to Landlord's attention, that Hazardous Materials exist in the Building, Park or the Land, if mandated by any Legal Requirement, Landlord shall take all reasonable steps necessary to promptly remove, at Landlord's expense, all such Hazardous Materials, and in doing so, Landlord shall not materially interfere with the conduct of Tenant's business; provided, however, that Landlord shall remove, at Tenant's expense, all Hazardous Materials, in, on or about the Lease Premises which Tenant, its employees, agents, subcontractors or subtenants shall have introduced or otherwise brought in, on or about the Lease Premises in violation of Environmental Laws.

ARTICLE 13
EMINENT DOMAIN

13.1 If any part of the Lease Premises or such portion of the Building necessary for Tenant's occupancy shall be taken for public use by right of eminent domain or transferred by agreement under threat of such taking, this Lease shall terminate as of the earlier of the date of such taking or effective transfer of title pursuant to such agreement or the date title is vested in the condemnor or transferee ("**Condemnation Effective Date**"). No portion of any condemnation award shall inure to Tenant, except that Tenant shall have the right to prove and collect the value of the alterations, improvements and fixtures installed by Tenant at its sole cost and moving expenses awarded for such taking under the power of eminent domain. If this Lease is terminated under the provisions of this Article 13, all rent paid in advance shall be apportioned and returned to the Tenant as of the Condemnation Effective Date. Notwithstanding the foregoing, in the event that only a part of the Lease Premises or such portion of the Building necessary for Tenant's occupancy shall be so taken and such taking, in Tenant's reasonable opinion does not affect Tenant's use and occupancy such that the part not so taken shall be sufficient for the operation of Tenant's business, this Lease shall not terminate, and Tenant shall retain the part not so taken and there shall be a reduction in the Rent in corresponding proportion to the reduction in the area of the Lease Premises and Landlord shall promptly repair the damage caused by such taking.

ARTICLE 14
DEFAULTS AND REMEDIES

14.1 **Events of Default by Tenant**; **Breach**. In addition to those events or occurrences described in this Lease as an Event of Default, the occurrence of any of the following shall constitute an "Event of Default'' by Tenant under this Lease:

(a) The failure by Tenant to make any payment of Rent or other monetary payment required to be made by Tenant under this Lease, as and when due and such failure continues in excess of ten (10) days after notice thereof by Landlord to Tenant.

(b) The suspension or termination of the SCIF Accreditation or IT Certification or the imposition of any other sanction or penalty (monetary, operational or otherwise) relating to the status of the SCIF Accreditation or IT Certification during the Lease Term, and any extensions or renewals thereof, as the result of the act or omission to act of Tenant, or its agents, employees or contractors;

(c) Tenant's breach of any covenant, representation or warranty under Article 7.2(b) of this Lease;

(d) The failure of Tenant to observe, keep or perform any of the terms, covenants, agreements or conditions under this Lease that Tenant is obligated to observe or perform, other than that described in subparagraphs (a), (b) or (c) above,- for a period for sixty (60) days after written notice to Tenant of said failure; except, that if such default is reasonably susceptible of being cured but cannot be cured, using reasonable efforts, within said sixty (60) day period, then such period shall be extended for a reasonable additional time provided Tenant commences to cure such default within the sixty (60) day period and proceeds diligently thereafter to effect such cure;

(d) the appointment of a receiver for a substantial part of Tenant's assets; and

(e) the levy upon this Lease or any estate of Tenant under this Lease by attachment or execution and the failure to have the attachment or execution vacated within thirty (30) days or the filing of a voluntary petition in bankruptcy by Tenant or the filing of an involuntary petition by Tenant's creditors, with the petition remaining undischarged for a period of ninety (90) days.

Tenant shall not be entitled to exercise any options in this Lease including, but not limited to, expansion renewal, right of refusal and termination option if there has been an Event of Default on the part of Tenant that has not be cured.

14.2 **Landlord's Remedies.**

(a) If and for so long as an Event of Default by Tenant is continuing, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder upon ten (10) days' notice. If the Landlord shall elect to so terminate this Lease, Landlord may recover from Tenant (subject to conformance with applicable law):

(i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(ii) the worth at the time of the award of the amount by which the unpaid rent for the balance of the Lease Term after the Event of Default exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(iii) to the extent not in conflict with other provisions of this Lease, any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom. As used herein, the "worth at the time of award" is computed by allowing interest at the Default Rate (as defined below in Article 14.4); plus

iv) if the Event of Default was due to a violation of Article 7.2(c), then in addition to such other remedies as are provided for in this Lease, the De-accreditation Liability.

(v) In the event of an Event of Default by Tenant, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Lease

Premises and remove all persons and property from the Lease Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. No re-entry or taking possession of the Lease Premises by Landlord pursuant to this Article 14.2 shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

(vi) All rights and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and none of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be proved by law, whether or not stated in this Lease. No waiver of any default of Tenant hereunder shall be implied from any acceptance by Landlord of any Rent or other payment due hereunder or any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in said waiver. The consent or approval of Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

(vii) The rights and remedies of Landlord set forth herein are not exclusive, and Landlord may exercise any other right or remedy available to it under this Lease, at law or in equity.

14.3 **WAIVER**. LANDLORD AND TENANT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE LEASE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

14.4 **Landlord Right to Cure Tenant Default**. If Tenant defaults in the making of any payment or in the doing of any act herein required to be made or done by Tenant and such default constitutes an Event of Default, then Landlord may, upon five (5) days' prior written notice except in cases of emergency, but shall not be required to, make such payment or do such act. If Landlord elects to make such payment or do such act, all reasonable costs and expenses actually incurred by Landlord, plus interest thereon at the rate per annum ("Default Rate") which is two percent (2%) higher than the publicly announced "prime rate" then being reported by the Bank of America, from the date paid by Landlord to the date of payment thereof by Tenant, shall be immediately paid by Tenant to Landlord as Additional Rent hereunder; provided, however, that nothing contained herein shall be construed as permitting Landlord to charge or receive interest in excess of the maximum legal rate then allowed by law. The taking of such action by Landlord shall not be considered as a cure of such default by Tenant or prevent Landlord from pursuing any remedy it is otherwise entitled to in connection with such default.

14.5 **Late Charge**. If Tenant fails to make any payment of Base Rent or of Additional Rent on or before the date ten (10) days after such payment is due and payable, Tenant shall pay to Landlord a late charge of five percent (5%) of the amount of such payment; provided, however, that if Tenant makes all payments of Base Rent and Additional Rent hereunder by wire transfer, then Landlord shall waive such late charge the first time in each calendar year that Tenant fails to make a payment when due, provided that such payment is made within five (5) business days following the receipt of written notice from Landlord of such nonpayment. In addition, such payment shall bear interest at the Default Rate, from the date such payment became due to the date of payment thereof by Tenant; provided, however, that if Tenant makes all payments of Base Rent and Additional Rent hereunder by wire transfer, then for the first time in each calendar year that Tenant fails to make a payment when due such late payment shall not begin to accrue interest at the Default Rate until the expiration of the five (5) business day cure period described above. It is expressly agreed that nothing contained herein shall be construed as permitting Landlord to charge or receive interest in excess of the maximum legal rate then allowed by law. Such late charge and interest shall constitute Additional Rent due and payable hereunder with the next installment of annual Base Rent due hereunder.

14.6 **No Waiver**. No Event of Default by Tenant shall be deemed waived unless in writing and signed by Landlord.

ARTICLE15
RULES AND REGULATIONS

15.1 Tenant and its agents, employees, subtenants, contractors, customers, clients, licensees, family members, guests or other invitees (each, an "**Invitee**" or, collectively, "**Invitees**") shall at all times abide by and observe the Rules and Regulations attached hereto as Exhibit F. In addition, Tenant and its Invitees shall abide by and observe all other reasonable rules or regulations that Landlord may promulgate from time to time for the operation and maintenance of the Building, provided that notice thereof is given to Tenant and such rules and regulations are not inconsistent with the provisions of this Lease. Landlord shall have the right to reasonably modify the rules and regulations from time to time to comply with the requirements of the GA and/or to maintain the Building's SCIF Accreditation and IT Certification. Such rules are to be applied by Landlord in a non-discriminatory manner against all tenants in the Building. If there is any inconsistency between this Lease and the Rules and Regulations set forth in Exhibit J. This Lease shall govern.

ARTICLE 16
LANDLORD'S COVENANTS

16.1 **Quiet Enjoyment**. Landlord covenants that, conditioned upon timely payment of rent by Tenant and upon compliance by Tenant with the terms and conditions of this Lease, Tenant shall at all times have the right to quiet use and enjoyment of the Lease Premises and Tenant shall peaceably and quietly have, hold and enjoy the Lease Premises for the Lease Term and any extensions or renewals thereof subject to the terms of this Lease.

16.2 **Interruption of Service**. Landlord shall not carry on any activity which directly or indirectly, unreasonably obstructs, interferes with. or impairs the ability of Tenant to use the Lease Premises. If the Lease Premises are rendered unfit for Tenant's reasonable use or occupation or made impassable through the acts, omissions or negligence of Landlord, its employees, agents. contractor or invitees (excluding interference caused by fire, strikes, governmental authority or acts of God). Landlord shall promptly undertake and complete the repair and restoration of the same. If such inability of Tenant to use the Lease Premises persists for more than three (3) consecutive business days, and there is no Event of Default and Tenant has not in fact been using the Lease Premises, then beginning on the fourth (4th) consecutive business day of Tenant's inability to use the Lease Premises as stated herein, the Landlord shall give a proportional abatement of Rent during such period until such repair and restoration is completed and the Lease Premises are fit for occupancy and use as contemplated herein.

ARTICLE 17
ASSIGNMENT AND SUBLETTING

Tenant shall not assign, mortgage, pledge or otherwise encumber this Lease (or its interest in this Lease) nor sublet all or any portion of the Lease Premises without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. Notwithstanding the foregoing: (i) customers and contract partners of Tenant shall be entitled to occupy portions of the Lease Premises from time to time without the prior consent of Landlord; provided, however, that such temporary occupancy by any customers or contract partners of Tenant shall be in compliance with the SSP, and all applicable GA, SCIF Accreditation and IT certification requirements described in this Lease and such customers and contract partners of Tenant shall be deemed Tenant Parties for purposes of Tenant's indemnity obligations under Article 10 of this Lease and (ii) no Landlord consent shall be required for an assignment or sublease to an affiliate of Tenant, or for an assignment made in connection with a sale of Tenant's assets or merger or consolidation.

Provided that: (a) Tenant shall remain liable for the duration of the Lease Term for all covenants, payments and other obligations under this Lease. (b) there is no Event of Default, (c) any future subtenant agrees to not cause any default under the terms and conditions of this Lease. or in the case of an assignment, such assignee agrees in writing to assume all of Tenant's obligations under this Lease accruing after such assignment, and (d) Tenant shall require its subtenants of the Lease Premises to provide indemnities to the Landlord Parties in a form similar to Tenant's indemnity in Article 10.1 herein or as otherwise approved by Landlord, then Landlord, upon a request made by Tenant, which request shall include a copy of the agreement effecting such proposed transfer, along with any other documentation reasonably requested by Landlord, shall consent to a proposed sublease or assignment to a person:

(a) acceptable to the GA (such GA acceptability being evidenced by a written consent by the GA that is in a form acceptable to Landlord);
(b) performing authorized government program work;
(c) that will not require the demising of the Lease Premises, or, if demising is desired by Tenant, such demising shall be permitted provided that:
(d) the same shall be treated as an Alteration under this Lease, and
(e) all costs therefore shall be paid by Tenant.
(f) with respect to an assignee, that in the commercially reasonable opinion of Landlord is financially capable of performing under this Lease;
(g) that has an approved SSP from the GA (i.e., in the form of either an Existing SSP, a New Program SSP or a Transferred Program SSP) as such terms are defined in Article 7.2(b)(ii), as the case may be), which applicable SSP is in effect as of the date of the sublease or assignment;
(h) that has an approved DD254 from the GA, which DD254 is in effect as of the date of the sublease or assignment;
(i) that has entered into a MOU with the IT/Security Provider, and such MOU is in effect as of the date of the sublease or assignment;
(j) that has entered into an NDA with the IT/Security Provider, and such NDA is in effect as of the date of the sublease or assignment; and
(k) that in the commercially reasonable opinion of Landlord. the transfer or the activities of the proposed transferee will not require or cause any SCIF Accreditation, IT Certification or other applicable certification or approvals to be void, negated, invalidated or compromised, or would cause a breach of the obligations, terms, conditions, covenants, warranties or representations on the part of Tenant pursuant to Article 7.2 of this Lease.

ARTICLE18
SIGNAGE

No sign, advertisement or notice referring to Tenant shall be inscribed, painted, affixed or otherwise displayed on any part of the exterior or the interior of the Building (other than within the Lease Premises or on the entrance door(s) thereof) or any other location within the Park, except on the directories and doors of offices and such other areas as are designated by Landlord, and then only in such place, number, size, color and style as are reasonably approved by Landlord and are in accordance with any applicable state or local building code or zoning regulations. All of Tenant's signs that are approved by Landlord shall, at Landlord's election, be installed by Landlord at Tenant's reasonable cost and expense and shall be removed by Landlord at Tenant's reasonable cost and expense at the end of the Lease Term (and Landlord shall repair any damage to the Building or the Lease Premises caused by such removal, at Tenant's reasonable cost and expense (except to the extent due to negligence or willful misconduct of Landlord)). If any sign, advertisement or notice that has not been approved by Landlord is exhibited or installed by Tenant, Landlord shall have the right to remove the same at Tenant's expense. Notwithstanding the foregoing, Landlord shall, at Landlord's cost, provide building standard suite entry signage identifying Tenant in a location designated by Landlord and in such place, number, size, color and style as are approved by Landlord in Landlord's reasonable discretion, and Landlord also shall list Tenant's name or the names of any subtenants or assignees (but not the names of any personnel of Tenant or of any personnel of such subtenants or assignees) on the Building lobby directory. Landlord's acceptance of any name for listing on the Building directory will not be deemed, nor will it substitute for, Landlord's consent, as required by this Lease, to any sublease, assignment or other occupancy of the Lease Premises. Landlord shall have the right to prohibit any advertisement of or by Tenant which in its reasonable opinion impairs the reputation of the Building or its desirability as a Class A office building, and upon notice from Landlord, Tenant shall immediately refrain from and discontinue any such advertisement. Landlord reserves the right to affix, install and display signs. advertisements and notices on any part of the exterior or interior of the Building but not in the Lease Premises except as may be required by law or in emergency situations.

ARTICLE 19
SUBORDINATION

Subordination. This Lease is subject to and subordinate to the lien of any and all mortgages (which term "**mortgages**" shall include both construction and permanent financing and shall include deeds of trust and similar security instruments) which may now encumber the Building. and to any and all renewals, extensions, modifications, recastings or refinancing thereof. This Lease shall also be subject and subordinate to the lien of (i) any new first mortgage that hereafter may encumber the Building, and (ii) any second or junior mortgages that may hereafter encumber the Building, provided the holder of the first mortgage consents to such subordination. At any time after the execution of this Lease, the holder of any mortgage to which this Lease is subordinate shall have the right to declare this

Lease to be superior to the lien of such mortgage, and Tenant agrees to execute all documents required by such holder in confirmation thereof, in all cases subject to the receipt by Tenant of a subordination, non-disturbance and attornment agreement from the applicable mortgagee on such mortgagee's standard market form.

Further Assurances. In confirmation of the foregoing subordination, Tenant shall, at Landlord's request, promptly execute upon not less than five (5) business days' prior written notice from Landlord any requisite or appropriate certificate or other document reasonably acceptable to Tenant. If Tenant fails to execute such certificate or other document within the aforesaid five (5) business day period, then Landlord may, after the expiration of such period, give Tenant another request for delivery of the executed certificate or document, which shall state in boldface, capital letters at the top thereof: "**WARNING: SECOND REQUEST. FAILURE TO RESPOND TO THIS REQUEST WITHIN FIVE (5) DAYS SHALL RESULT IN DEEMED APPROVAL THEREOF**." Tenant agrees that in the event that any proceedings are brought for the foreclosure of any mortgage encumbering the Building, Tenant shall attorn to the purchaser at such foreclosure sale, if requested to do so by such purchaser, and shall recognize such purchaser as the landlord under this Lease, and Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event any such foreclosure proceeding is prosecuted or completed or any deed in lieu obtained. Tenant agrees that upon such attornment, such purchaser shall not (i) be bound by any payment of annual Base Rent or Additional Rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease, but only to the extent such prepayments have been delivered to such purchaser; (ii) be bound by any amendment of this Lease made without the consent of any lender providing construction or permanent financing for the Building following the date of the applicable mortgage; (iii) be liable for damages for any act or omission of any prior landlord except for defaults continuing at the time of attornment; (iv) be subject to any offsets or defenses which Tenant might have against any prior landlord; (v) subject to the provisions of Article 11.2 of this Lease and Tenant's termination rights thereunder, be obligated for construction of any improvements otherwise to be constructed by Landlord under this Lease or be obligated to complete any restoration otherwise to be performed by Landlord under this Lease or to reimburse or otherwise credit Tenant or any other party for the costs thereof; or (vi) be obligated under any provision of this Lease setting forth terms of indemnification by Landlord of Tenant. After succeeding to Landlord's interest under this Lease, such purchaser shall perform in accordance with the terms of this Lease all obligations of Landlord arising after the date such purchaser acquires title to the Building. Upon request by such purchaser, Tenant shall execute and deliver an instrument or instruments confirming its attornment.

After receiving notice from any person, firm or other entity that it holds a mortgage, deed of trust or ground lease on the Building, or the land on which the Building is situated, no notice from Tenant to Landlord alleging any default by Landlord shall be effective unless and until a copy of the same is given to such holder, trustee or ground lessor; provided, however, that Tenant shall have been furnished with the name and address of such holder, trustee or ground lessor. The curing of any of Landlord's defaults by such holder, trustee or ground lessor shall be treated as performance by Landlord.

In addition to the time afforded Landlord for the curing of any default, any such holder, trustee, or ground lessor shall have such additional time as may be necessary given the nature and extent of the default (including such time as may be necessary in order to foreclose the mortgage or obtain a deed in lieu therefor or otherwise obtain possession of the Land and Building) after the expiration of the period allowed to Landlord for the cure of any such default within which to cure such default so long as any such holder, trustee or ground lessor acts with reasonable diligence.

ARTICLE 20
ESTOPPELS AND FINANCIAL STATEMENTS

20.1 **Estoppel Certificates**. Tenant shall, at any time and from time to time, upon not less than ten (10) business days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a true statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if there have been any modifications, that this Lease is in full force and effect as modified and stating the modifications), (ii) stating the dates to which the rent and any other charges hereunder have been paid by Tenant, (iii) stating whether or not, to the actual knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and if so, specifying the nature of such default, (iv) stating the address to which notices to Tenant are to be sent, and (v) stating such other information as Landlord or any other holder of a mortgage secured by the Building reasonably may request on such form as Landlord or such holder may reasonably request. If Tenant fails to execute, acknowledge and deliver any such written statement within the aforesaid ten (10) business day period, then Landlord may, after the expiration of such period, give Tenant another request for delivery of the executed statement, which shall state in bold face, capital letters at the top thereof: "**WARNING: SECOND REQUEST. FAILURE TO RESPOND TO THIS REQUEST WITHIN FIVE (5) DAYS SHALL RESULT IN DEEMED APPROVAL THEREOF.**" If Tenant does not respond within five (5) days after receipt of the second request, Tenant shall be deemed to have approved same. Any such statement delivered by Tenant may be relied upon by any prospective purchaser of the Building or the Land, any mortgagee or prospective mortgagee of the Building or such Land or of Landlord's interest therein, or any prospective assignee of any such mortgagee.

20.2 RESERVED

ARTICLE 21

OTHER

21.1 **Notices**.

(a) Any notice, demand, approval, consent, request or election given pursuant to this Lease shall be in writing. The parties' addresses for communications shall be as set forth in Article 1.20 and 1.21 above.

(b) By prior written notice to the other party, either party may specify a different address and facsimile number, and Landlord may specify the name and address of any future mortgagee of the Building, if any, who also must receive notices hereunder.

(c) Any communications so addressed shall be given by prepaid registered or certified U.S. Mail, by courier or by prepaid overnight delivery by a nationally-recognized courier service. Any notices sent by U.S. Mail or courier shall be deemed received on the earlier of the date of actual receipt or the first business day of delivery or attempted delivery as certified by the post office or the courier company.

21.2 **Attorneys Fees**. In any legal proceeding whatsoever, including bankruptcy, arbitration, declaratory relief or other litigation between Tenant and Landlord, or their successors or assigns, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all reasonable attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not, and that such reimbursement shall be included in any judgment or final order issued in that proceeding. The ''prevailing party" means the party in whose favor a final decision is rendered.

21.3 **Holdover**. If the Tenant shall not immediately surrender the Lease Premises at the expiration of the Lease Term, Tenant shall become a tenant by the month at a Base Rent and Additional Rent equal to one hundred twenty-five percent (125%) of the amount of the Base Rent and all Additional Rent in effect during the last month of the Lease Term. Said monthly tenancy shall commence on the first day following the expiration of the Lease Term. As a monthly tenant, Tenant shall be subject to all the terms, conditions, covenants and agreements of this Lease. Tenant shall give the Landlord at least thirty (30) days' written notice of any intention to quit the Lease Premises. Tenant shall be entitled to thirty (30) days' written notice to quit the Lease Premises, which notice shall not be given until the expiration of the Lease Term, unless Tenant is in default hereunder, in which event Tenant shall not be entitled to any notice to quit, the usua1 thirty (30) days' notice to quit being hereby expressly waived. Notwithstanding the foregoing provisions of this Article 21.3, Tenant shall have no legal right to remain in the Lease Premises beyond the expiration of the Lease Tenn, and in the event of a holdover Landlord shall retain all rights and remedies provided for under this Lease and at law or in equity with respect to such a holdover (including, without limitation, if such holdover exceeds 30 days, any consequential damages resulting therefrom). If the Tenant shall hold over after the expiration of the Lease Term, and if Landlord shall desire to regain possession of the Lease Premises promptly at the expiration of the Lease Term, then at any time, regardless of whether Landlord accepts rent from Tenant as a monthly tenant hereunder, Landlord, at its option may forthwith re-enter and take possession of the Lease Premises without process, or by any legal process in force in the jurisdiction in which the Building is located.

21.4 **Time of the Essence**. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

21.5 **Successors and Assigns**. Subject to the provisions of Article 17 of this Lease, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns.

21.6 **Cumulative Remedies**. No remedy or election hereunder shall be deemed exclusive but rather shall be cumulative with all other remedies in law or equity. The exercise of one remedy by a party hereunder shall not preclude the subsequent exercise of another remedy by that party for the same or a subsequent default by the other party.

21.7 **Force Majeure**. Except as otherwise provided in this Lease, whenever Landlord or Tenant is prevented or delayed from the performance of any obligation hereunder (other than obligations for the payment of money when due) as a result of strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, pandemics, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty (subject to the provisions of Article 11 hereof), or other causes beyond the reasonable control of such party, then such party shall be excused from the performance of the obligation to the extent of and for the period of time that such situation continues.

21.8 **Terms and Headings**: Capitalized Terms. The titles of the articles and sections of this Lease are for convenience only and are not to be considered in construing this Lease.

21.9 **Severability**. Any provision or provisions of this Lease which shall be found to be invalid, void or illegal by a court of competent jurisdiction. shall in no way affect, impair or invalidate any other provisions hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

21.10 **Construction**. Notwithstanding which of the parties may be deemed to have prepared this Lease or any provision hereof, this Lease shall not be interpreted either for or against Landlord or Tenant based on such preparation, but this Lease shall be interpreted in accordance with the general tenor of the language to reach an equitable result.

21.11 **Third Party Beneficiaries**. With the exception of the City of Lawton, Oklahoma in its capacity as the sole beneficiary of the FISTA Development Trust Authority created under

Oklahoma statutory law, this Lease, and each provision hereof, is intended solely for the mutual benefit of the parties to this Lease and is not intended for the benefit of any third party. Except as otherwise expressly provided herein, no third party has or shall acquire any rights under this Lease and no third party shall be entitled to rely upon or enforce this Lease or any provision hereof, including, but not limited to, any covenant, representation, or warranty made by Landlord to Tenant contained herein.

21.12 **Hiring Practices.** Tenant agrees to not employ or hire any FISTA staff at any time during their FISTA employment, or for a period of six (6) months after their employment at FISTA, unless express permission is granted by FISTA.

21.13 **Governing Law**. This Lease shall be construed and enforced in accordance with the laws of the State of Oklahoma, without regard to its conflicts of law's provisions. Any action brought under this Lease may only be brought in the county in which the Lease Premises is situated.

21.14 **Further Assurances**. The parties hereto agree to promptly sign all commercially reasonable documents reasonably necessary or desirable to give further effect to the provisions of this Lease.

21.15 **No Recording**. Landlord, and only Landlord, shall be permitted to record a notice of lease or short form of lease in the form prescribed by the applicable state recording laws.

21.16 **Final Agreement**. This Lease and the Exhibits attached hereto represent the final agreement between Landlord and Tenant regarding the subject matter hereof and may not be contradicted by evidence of prior, subsequent or contemporaneous oral agreements of the parties. No amendment or modification hereto shall be valid and binding unless expressed in writing and executed by both parties hereto.

21.17 **Counterparts**. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall comprise but one and the same instrument.

21.18 **Signing Authority**. Each signatory executing this Lease represents and warrants that he or she is duly authorized to bind the corporation or other entity for which he or she signs this Lease.

21.19 **Brokers Fees**. Landlord and Tenant represent and warrant that neither party has employed any broker or finder in respect of this Lease other than Tenant's Broker, and each party shall indemnify and hold harmless the other party from and against any other claim or claims for brokerage or other fees or commissions arising from or out of any breach of the foregoing representation and warranty.

ARTICLE 22

RIGHT OF FIRST OFFER

22.1 **ROFO**. Tenant shall have the continuing right to lease additional suites within the Building as such suite(s) become available for lease and are offered to the general public following the vacation of such suite(s) by the then current tenant of such suite(s) (the "First Offer Space"), subject to and in accordance with the following terms and conditions:

(a) The term of the lease for such First Offer Space shall be for a period of not less than two (2) years and, if there is more than two (2) years remaining in the Lease Term, shall be coincident with the remaining Lease Term (subject to Tenant's right to renew such term) under the Lease.

(b) Landlord shall notify Tenant in writing of the availability of the First Offer Space (the "First Offer Space Notice"), which notice shall identify which suites are available.

(c) In no event shall Tenant have the right to lease less than one (1) full suite, and, in no event shall Tenant be permitted to lease any partial suites.

(d) Tenant shall have a period of ten (10) days following receipt of the First Offer Space Notice to notify Landlord in writing whether Tenant desires to lease the First Offer Space that is the subject of such First Offer Space Notice. If Tenant timely provides such written notice, such notice shall constitute Tenant's binding and irrevocable election to lease the First Offer Space that was the subject of the First Offer Space Notice. The Base Rent for the First Offer Space ("First Offer Space Base Rent'') shall be determined by the mutual agreement of Landlord and Tenant within thirty (30) days after the date Landlord receives Tenant's notice of its election to lease the First Offer Space. The First Offer Space Base Rent shall be based upon one hundred percent (100%) of the then current Market Base Rent (as hereinafter defined) for the Lease Premises. For purposes herein, "Market Base Rent" means Landlord's then current rental rate being offered to tenants for comparable space in the Building for the amount of rentable square feet approximately equal to the then Area of the Lease Premises occupied by Tenant. Notwithstanding the foregoing, if the parties are unable to agree upon the First Offer Space Base Rent after negotiating in good faith during such thirty-day period as to the amount, then Tenant's right to lease the First Offer Space hereunder shall be null and void and of no further force or effect All then-existing terms and conditions of this Lease shall apply to the First Offer Space. If the Tenant does not timely notify Landlord that Tenant desires to lease the First Offer Space, then Tenant's rights under this Article 22 with respect to the First Offer Space that was the subject of the First Offer Space Notice shall lapse and Landlord shall be free to lease such First Offer Space to any other party on such terms and conditions as Landlord in its sole discretion may determine.

(e) If Tenant leases any First Offer Space hereunder, Landlord shall deliver possession of the First Offer Space to Tenant promptly after the date on which the First Offer

Space is vacated by the prior tenant thereof. Landlord shall incur no liability, and the expiration date of the term for which the First Offer Space is leased shall not be extended, if Landlord is unable to deliver possession of the First Offer Space to Tenant due to any holdover tenant's refusal to vacate, or for any other reason. Landlord shall use reasonable efforts to obtain possession of the First Offer Space as soon as reasonably possible, including, without limitation, the commencement of eviction proceedings. Any First Offer Space which is leased to Tenant shall be delivered by Landlord and accepted by Tenant in its then-current "as is" condition. Tenant shall be obligated to pay Base Rent and Additional Rent on the First Offer Space (in accordance with the provisions of the Lease) commencing on the date that Landlord delivers possession of the First Offer Space to Tenant ("**First Offer Space Commencement Date**") and continuing through the date that is mutually determined by Landlord and Tenant to be the expiration date of Tenant's lease of the First Offer Space ("**First Offer Space Expiration Date**"), which date shall be no less than two (2) years after the First Offer Space Commencement Date.

22.2 **No Defaults**. Notwithstanding anything herein to the contrary, if, at the time Tenant would otherwise be entitled to exercise its right to lease any First Offer Space (or at any time thereafter prior to the date on which such First Offer Space is delivered to Tenant), there exists a default under this Lease beyond any applicable notice and cure period, then at Landlord's election, Tenant shall have no right to lease the applicable First Offer Space. Notwithstanding anything herein to the contrary, Tenant's rights under this Article 22 are subject to (i) all rights, including without limitation, renewal and expansion options that may exist or may hereafter be granted in writing to any party leasing and occupying any of the First Offer Space and (ii) any expansion rights of any other tenant occupying space in the Building prior to the Commencement Date with respect to such tenant's right to lease the Additional Space.

22.3 **Amendment**. Promptly after Tenant elects to lease any First Offer Space pursuant to this Article 22, the parties shall execute an amendment to this Lease (which amendment shall be in form and substance reasonably acceptable to Landlord and Tenant) adding such First Offer Space to the Lease Premises on the terms and conditions specified in this Article (however, the failure to execute any such amendment shall not invalidate or otherwise affect the addition of the First Offer Space to the Lease Premises as provided in this Article).

[signature pages to follow]

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the date first above written.

FIRES INNOVATION SCIENCE &

TECHNOLOGY ACCELERATOR, a public trust

ATTEST:

By: ________________________________

Chair, Authorized Signatory

By: ___________________________ Date:________________________________

EPIRUS INC.

ATTEST:

By: _____________________________

Chair, Authorized Signatory

By: ________________________ Date: ____________________________

RIDER NO. 1 RENEWAL

THIS RIDER NO. 1, RENEWAL ("Rider"), is attached to and made a part of that certain Lease dated as of this _____ day of __________, 2024 ("Lease"), by and between Fires Innovation Science and Technology Accelerator Development Trust Authority, a public trust of the City of Lawton, Oklahoma ("Landlord") and Epirus Inc. a California Incorporation(''Tenant''). The terms used in this Rider which are defined in the Lease have the same meanings as provided in the Lease.

WITNESSETH, that for and in consideration of Tenant's entering into the Lease described above, and other good and valuable consideration, and intending to be legally bound hereby, Landlord hereby grants to Tenant the right to renew the Term of the Lease upon the following terms and conditions:

Landlord hereby grants to Tenant the conditional right, exercisable at Tenant's option, to renew the term of the Lease with respect to the entire Premises (including lab and integration spaced leased after the Commencement Date hereof and all First Offer Space leased by Tenant, if any), for one (1) additional term of three (3) years (the "Renewal Term"). If timely exercised and if the conditions applicable thereto have been satisfied, the Renewal Term shall commence immediately following the end of the initial Term of the Lease. The right of renewal herein granted to Tenant shall be subject to, and shall be exercised in accordance with, the following terms and conditions:

Tenant shall exercise its right of renewal with respect to the Renewal Term by giving Landlord written notice of the exercise thereof ("Renewal Option Notice") not less than nine (9) months prior to the expiration of the initial Term of the Lease. If the Renewal Option Notice is not given in a timely manner, Tenant's right of renewal with respect to the Renewal Tenn shall lapse and be of no further force or effect. If Tenant is in default under the Lease beyond any applicable notice and cure period on the date the Renewal Option Notice is, given, then, at Landlord's option, the Renewal Option Notice shall be totally ineffective and Tenant's right of renewal as to each Renewal term shall lapse and be of no further force of effect.

During the Renewal Term, all the terms, conditions, covenants and agreements set forth in the Lease, shall continue to apply and be binding upon Landlord and Tenant, except that (i) in no event shall Tenant have the right to renew the term of the Lease, or any renewal term thereof, beyond the expiration of the Renewal Term, (ii) no abatements, allowances or other monetary concessions shall apply during the Renewal Term, (iii) Base Rent shall be payable in the amount determined pursuant to the paragraph below.

The Base Rent for the Renewal Term ("Renewal Term Base Rent") shall be determined by the mutual agreement of Landlord and Tenant within thirty (30) days after the date Landlord receives Tenant's Renewal Option Notice. The Renewal Term Base Rent shall be based upon one hundred percent (100%) of the then current Market Base Rent (as defined in Section 22.l(d) of the Lease) for the Lease Premises. All other terms and provisions of this Lease shall remain in full force and effect during the Renewal Term, provided, however, Tenant shall have no further option to extend the Lease Term beyond the expiration of the Renewal Term.

Tenant shall not be entitled to renew the term of this Lease, and Tenant's rights under this Rider shall lapse and be of no further force or effect, if, at the time Tenant would otherwise be entitled to exercise its rights of renewal (or at any time thereafter prior to the commencement of the applicable Renewal Term), Tenant is leasing and occupying less than a full Suite.

IN WITNESS WHEREOF, the parties have caused this Rider to be executed as of the date first above written.

FIRES INNOVATION SCIENCE &
TECHNOLOGY ACCELERATOR, a public trust

ATTEST:

By: ________________________________

Chair, Authorized Signatory

By: __________________________

Date:________________________________

EPIRUS INC.

ATTEST:

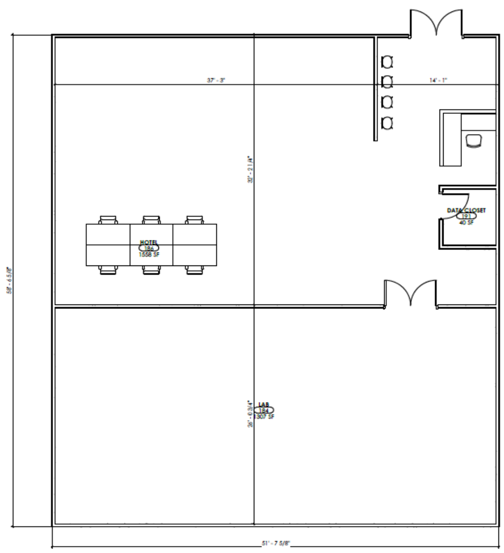
By: ____________________________

Chair, Authorized Signatory

By: ______________________________ Date: ___________________________________

EXHIBIT A

FLOOR PLAN



1 FLOOR PLAN EPIRUS OPTION B
SCALE: 1/4" = 1'-0"

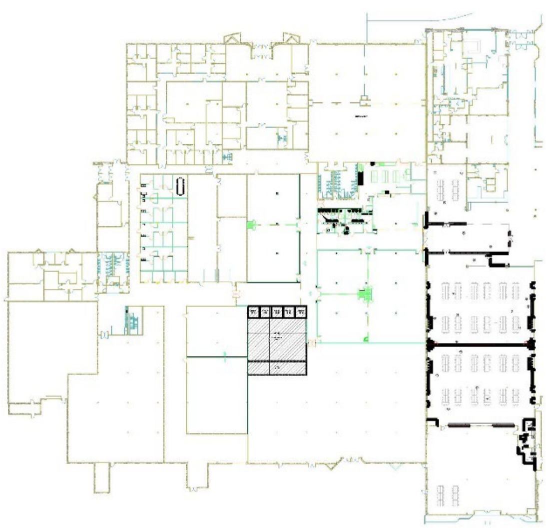


EXHIBIT B
FORM OF DECLARATION

This Exhibit B is attached and made a part of that certain Lease dated this 2nd day of July, 2024 ("Lease"), by and between Fires Innovation Science and Technology Accelerator Development Trust Authority, a public trust of the City of Lawton, Oklahoma ("Landlord") and Epirus Inc., a California Incorporation, ("Tenant"). The terms used in this Exhibit B that are defined in the Lease shall have the same meanings as provided in the Lease. The Declaration to be executed by Landlord and Tenant pursuant to the Lease shall provide as follows:

"This Declaration made as of this _____ day of _____________, ________is being provided pursuant to the terms and provisions of that certain Lease dated July 2nd, 2024 ("Lease"), by and between Fires Innovation Science and Technology Accelerator Development Trust Authority, a public trust of the City of Lawton, Oklahoma ("Landlord") and Epirus Inc., a California Incorporation ("Tenant"). The parties to the Lease desire to confirm that the following terms which are defined in the Lease.

The Commencement Date is defined in Article 1.8 of the Lease.

The initial term of the Lease shall expire three (3) years thereafter.

The number of square feet in the Lease Premises located in FISTA is estimated 3,000 with the First Right of Refusal space being 2107 square feet.

The base rent Seventeen Dollars ($17.00) per square feet multiplied by the total area of the initial lease premises of 3000 square feet and base rent for the First Right of Refusal Space being a base rent of Twenty-Five Dollars ($25.00) per square foot of the 2107 square feet of the First Right of Refusal space.

As of the date hereof the Lease has not been modified and is in full force and effect and there are no defaults thereunder.

Attached to this Declaration is evidence of payment of all insurance required pursuant to Article 10 of the Lease.

[Signatures to follow]

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed as of the date first above written.

FIRES INNOVATION SCIENCE & TECHNOLOGY ACCELERATOR, a public trust

ATTEST:

By: ________________________________

Chair, Authorized Signatory

By: ___________________________

Date:________________________________

EPIRUS INC.

ATTEST:

By: _____________________________

Chair, Authorized Signatory

By: ________________________

Date: ____________________________

EXHIBIT D
JANITORIAL SPECIFICATIONS

All janitorial services apply only to common areas of the tenant space. Cleaning of the tenant space beyond the common areas is to be done at the sole expense of the tenant.

1. DAILY

a. Empty and wipe wastebaskets and replace liners as required. Sanitize as necessary.
b. Sweep entire floor area, including all lobbies, emergency exits and stairways. Damp mop or otherwise clean any floor area soiled due to spillage or other cause.
c. Vacuum all carpeted areas including stairwells.
d. Sweep and damp mop hard surfaced floor and/or uncarpeted surface floors.
e. Remove all finger marks and smudges from all vertical surfaces, including doors, door frames, around light switches, suite entrance glass including sidelights and partitions.
f. Carpet spotting throughout building to be done as necessary. Spot vacuum/clean all other areas as needed to remove light spillage.
g. Dust all desk-tops, table-tops and incidental furniture. *Desk and tables not cleared of paper and work materials shall only be dusted where the desk-top is moderately exposed.
h. Clean and disinfect all toilet rooms, fixtures and mirrors.
i. Refill paper towel, toilet paper, soap dispensing units and sanitary product dispensing units. Empty and clean paper towel and sanitary napkin disposal receptacles.

2. WEEKLY

a. Clean all window frames, sills, chair rails, convector tops and picture frames.
b. Vacuum all upholstered furniture and wipe legs to remove dust.

3. MONTHLY

a. Damp mop and buff all hard surface floors.
b. Detail vacuum all carpets, including under moveable furniture, with particular attention to edges.

4. PERIODIC

a. Strip and refinish all hard-surfaced floors (excluding wood floors), as necessary.
b. Dust all vents and lighting fixtures.
c. Dust all window blinds.

The foregoing janitorial specifications are subject to adjustment from time to time if, in Landlord's good faith judgment, modifications thereto would improve the delivery of such services to the Lease Premises.

EXHIBIT D
IT/Security Services Provided to Building Tenants

Tenants will receive a detailed IT and Security service catalog with all available services outlined with appropriate service level agreements.

The IT/Security Provider will coordinate all aspects of tenant transition into and out of the Building, including necessary security and IT documentation, accounts and services.

On-site Security Office ("Security Office") will be equipped with cleared security professionals to support all aspects of SCIF Management to include: all document control at the Building including incoming/outgoing media processing, classified storage, destruction and database management.

Visitor Control support will include badge production for all tenants and frequent visitors, processing of Visit Authorization Requests and maintenance of Visitor Control database.

Security Office will include a full-time Security Manager/CSSO, a full-time Security Specialist, a full-time Document Control Specialist, and a full-time Information Systems Security Officer ("ISSO").

ISSO for the Building will assist with, as the case may be, each customer's (i) addition to the Existing SSP, (ii) development of a New Program SSP or (iii) transfer ofits Transferred Program SSP (as such terms are defined in Section 7.2(b)(ii) of the Lease), and supporting documentation templates for tenant customer network and/or development networks, but only to the extent that such assistance is within the scope of the IT/Security Provider's standard operation and maintenance responsibilities for the Building ("O&M'').

Conference Center in the Building, available on a non-exclusive basis as coordinated through Landlord's managing agent.

Building will maintain 24/7 cleared Security Guard Force coverage. Guard support will include monitoring of the CCTV, arming/disarming Intrusion Detection Systems, Visitor check-in, building patrols and first responder for alarms and emergencies.

EXHIBIT E
LIST OF ADDITIONAL INSUREDS

Fires Innovation Science and Technology Accelerator Development Trust Authority, a public trust of the City of Lawton, Oklahoma

City of Lawton, Oklahoma

EXHIBIT F
RULES AND REGULATIONS

This Exhibit H is attached to and made a part of that Lease dated as of this 2nd day of July, 2024 ("Lease''), by and between Fires Innovation Science and Technology Accelerator Development Trust Authority, a public trust of the City of Lawton, Oklahoma ("Landlord") and Epirus Inc., ("Tenant"). Unless the context otherwise requires, the terms used in this Exhibit J that are defined in the Lease shall have the same meanings as provided in the Lease.

The following rules and regulations have been formulated for the safety and well-being of all tenants of the Building and to ensure compliance with municipal and other requirements. Strict adherence to these rules and regulations is necessary to guarantee that each and every tenant will enjoy a safe and undisturbed occupancy of its premises in the Building. Any continuing violation of these rules and regulations by Tenant shall constitute a default by Tenant under the Lease (subject to the notice and cure period set forth in Article 15 of the Lease).

Landlord may, upon request of any tenant, waive the compliance by such tenant of any of the following rules and regulations in any particular instance, provided that (i) no waiver shall be effective unless signed by Landlord, or its authorized agent, (ii) any such waiver shall not relieve such tenant from the obligation of complying with such rule or regulation in the future unless otherwise agreed to by Landlord, (iii) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with these rules and regulations, unless such other tenant has received a similar written waiver from Landlord, and (iv) any such waiver by Landlord shall not relieve Tenant from any liability to Landlord for any loss or damage occasioned as a result of Tenant's failure to comply with any rule or regulation.

The sidewalks, entrances, passages, elevators, vestibules, stairways, corridors, halls, and other parts of the Building not exclusively occupied by any tenant shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from each tenant's premises. Landlord shall have the right to control and operate the public portions of the Building, and the facilities furnished for common use of the tenants, in such manner as Landlord deems best for the benefit of the tenants generally. No tenant shall permit the visit to its premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and other public portions or facilities of the Building by other tenants.

No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion. No drapes, blinds, shades, screens or window film shall be attached to or hung in, or used in connection with, any window or door of the premises, without the prior written consent of Landlord. All awnings, projections, curtains, blinds, shades, screens and other fixtures must be of a quality, type, design and color, and attached in the manner approved by Landlord, which may be granted or withheld in Landlord's sole and absolute discretion. All drapes, blinds, shades or screens must be locked in "closed" position at all times.

No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the public or common area halls, corridors or vestibules without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion.

The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no debris, rubbish, rags, or other substances shall be thrown therein.

There shall be no marking, painting, drilling into or defacement of the Building or any part of the premises that is visible from public areas of the Building except as may be approved by Landlord in accordance with the Lease. Tenants shall not construct, maintain, use or operate within their respective premises any electrical device, wiring or apparatus in connection with a loudspeaker system or other sound system. No such loudspeaker or sound system shall be constructed, maintained, used or operated outside of the premises.

No bicycles or vehicles and no animals, birds, fish or pets of any kind or plants shall be brought into or kept in or about the Building or any tenant's premises. No cooking or heating of food shall be done or permitted by any tenant on its premises. No tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from its premises. No personal appliances including, without limitation, coffee makers, refrigerators, microwaves, heating units, lamps or heating or cooling fans shall be permitted to be kept in the premises by tenant or any of its employees or agents.

No space in the Building shall be used for the manufacture of goods for sale in the ordinary course of business, or for the sale at auction of merchandise, goods or property of any kind. Furthermore, the use of its premises by any tenant shall not be changed without the prior approval of Landlord.

No tenant shall unreasonably disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, whistling, singing, or in any other way. No tenant shall throw anything out of the doors or windows or down the corridors or stairs of the Building.

No flammable, combustible or explosive fluid, chemical or substance shall be brought into or kept upon the premises.

No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in any existing locks or the locking mechanism therein, without Landlord's approval. The doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress or egress and code required emergency egress. Each tenant shall, upon the termination of its tenancy, restore to Landlord all keys of stores, offices, storage and toilet rooms either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys so furnished, such tenant shall pay to Landlord the replacement cost thereof. Tenant's key system shall be separate from the rest of the Building.

Landlord (on behalf of itself and its management agents, including Landlord's IT/Security Provider) reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these rules and regulations or the Lease.

No tenant shall pay any employees on its premises, except those actually working for such tenant at the tenant's premises.

Landlord reserves the right to exclude from the Building at all times any person who is not known or does not properly identify himself to the Building management or the IT/Security Provider's staff member on duty. Landlord may, at its option, require all persons admitted to or leaving the Building between the hours of 6:00 p.m. and 7:30 a.m., Monday through Friday, and at any hour on Saturdays, Sundays, and legal holidays, to register. Each tenant shall be responsible for all persons for whom it authorizes entry into the Building and shall be liable to Landlord for all acts or omissions of such persons. All visitors must be checked for security clearance and cleared for entry by Landlord's IT/Security Provider prior to entry into any SCIF areas or tenant space.

The premises shall not, at any time, be used for lodging or sleeping or for any immoral or illegal purpose.

Each tenant, before closing and leaving its premises any time shall see that all lights are turned off.

Landlord's employees shall not perform any work or do anything outside of their regular duties, unless under special instruction from the management of the Building. The requirements of tenants will be attended to only upon application to Landlord, and any such special requirements shall be billed to Tenant (and paid when the next installment of rent is due) in accordance with the schedule of charges maintained by Landlord from time to time or at such time as is agreed upon in advance by Landlord and Tenant.

Canvassing, soliciting and peddling in the Building is prohibited and each tenant shall cooperate to prevent the same.

There shall not be used in any space or in the public halls of the Building, either by any tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and side guards.

Mats, trash or other objects shall not be placed in the public corridors of the Building.

Landlord does not maintain suite finishes constructed by Tenant. However, should the need arise for repairs of items not maintained by Landlord, Landlord will arrange for the work to be done at Tenant's expense.

Drapes installed by Landlord for the use of Tenant or drapes installed by Tenant, which are visible from the exterior of the Building, must be cleaned by Tenant at least once a year, without notice, at Tenant's own expense.

The Building is a non-smoking facility. Landlord shall have the right from time to time in its sole discretion to establish "smoke-free" perimeters surrounding the Building entrances and exits within which smoking shall not be permitted.

All requests for Building services must be directed/registered through the IT/Security Provider or FISTA Director.

All tenants are requested to follow the Building's recycling program.

EXHIBIT G

EXECUTED AND FILED COVENANT AGREEMENT BETWEEN CITY OF LAWTON, OKLAHOMA AND LAWTON ECONOMIC DEVELOPMENT AUTHORITY ATTACHED

LEASE

dated February 1st, 2025

between

Fires Innovation Science & Technology Accelerator

as Lessor

and

The Innovation Foundation at Oklahoma State University

as Lessee

Affecting the premises known as the Business Integration Center (BIC)/Educational Center of Excellence in the Central Plaza Building, 200 SW C Avenue, in Lawton, Oklahoma 73501.

LEASE

This **LEASE** agreement is entered into this 1st day of February, 2025, between the Fires Innovation Science & Technology Accelerator (FISTA) Development Trust Authority, a public trust of the City of Lawton, Oklahoma having an address at P.O. Box 2883, Lawton, Oklahoma 73502 ("Lessor"), and the Innovation Foundation at Oklahoma State University, having an address at 1201 Innovation Way, Stillwater, Oklahoma 74078 ("Lessee").

1. The Demised Premises and Lease Term

In consideration of the terms, covenants and conditions set forth in this Lease to be observed and performed by Lessee, Lessor hereby demises and leases to Lessee, and Lessee hereby leases and takes from Lessor, the following property (collectively hereinafter referred to as the "Demised Premises"):

> Office 106: Approximately 200 square feet of commercial property space located within the Educational Center of Excellence of the Business Integration Center (BIC) at Central Plaza, 200 SW C Avenue, in Lawton, Oklahoma 73501, as depicted on Exhibit A attached hereto and incorporated herein.

To have and to hold the Demised premises by Lessee subject to all of the terms, covenants and conditions herein contained, for a term (the "Lease Term") commencing on February 1st, 2025, and expiring (a) within thirty (30) calendar days of the effective date of a long-term lease negotiated by the Parties for other available space in the FISTA Innovation Park or (b) no later than one (1) year as required by Oklahoma law, unless the Lease Term shall sooner terminate pursuant to any of the conditional limitations or other provisions of this Lease.

2. Rent and Security Deposit

Lessee covenants to pay to the Lessor rent during the Lease Term in the sum of One Thousand Two Hundred and Fifty Dollars ($1,250.00) per month.

Upon execution of this Lease, Lessee shall deposit with Lessor a security deposit equal to one (1) month of Base Rent (the "Security Deposit"). The Security Deposit shall be held by Lessor as security for the full and faithful performance by Lessee of all the terms, covenants, and conditions of this Lease. Lessor may, but shall not be obligated to, apply all or part of the Security Deposit to the payment of any unpaid rent or other amounts due under this Lease, or to cure any default of Lessee. If Lessor applies any portion of the Security Deposit, Lessee shall promptly restore the Security Deposit to its original amount upon written demand from Lessor.

The Security Deposit shall not bear interest, and Lessor shall not be required to keep the Security Deposit separate from its general funds. Upon the expiration or earlier termination of this Lease, and after Lessee has vacated the premises and fulfilled all of its obligations under the Lease, Lessor shall return the remaining balance of the Security Deposit to Lessee, less any amounts applied in accordance with this section, within thirty (30) days.

3. Use of Demised Premises

Lessee covenants that the Demised Premises shall be used solely to facilitate educational opportunities, development, networking, partnership opportunities, and collaboration with the FISTA Innovation Park and for no other purpose, unless approved in writing by Lessor. The collaboration between the parties is set forth in the Collaboration Agreement attached as Exhibit B.

Lessee shall not do, cause, or suffer any waste, damage, disfigurement or injury to the Demised Premises and agrees to the extent permitted by law to pay all reasonable amounts required to repair or replace any such waste, damage, disfigurement, or injury. Lessee agrees to not hire any FISTA staff at any time during their employment, or for a period of six (6) months after their employment at FISTA.

4. Maintenance and Alterations

Lessor shall at its sole cost and expense, be responsible for keeping the Demised Premises, the building in which the Demised Premises are located and the BIC in good order and repair and in compliance with all applicable laws. Lessee, at all times during the Lease Term and at Lessee's expense, shall keep the Demised Premises, and all improvements now or hereafter located thereon, and all facilities and equipment thereon, and all appurtenances to the Demised Premises, in a good and clean order and condition. Lessee shall not make any alterations or additions to the Demised Premises. Lessee shall return premises in the original condition, and be responsible for repair of any damage caused by Lessee, i.e. holes, walls, carpet, etc.

5. Services and Common Areas

Lessee will have reasonable access to the common areas and amenities of the Educational Center of Excellence. Lessor shall pay all charges for public or private utility services provided within the Demised Premises, will at no cost provide internet access via Wi-Fi, will provide at no additional cost a conference room on a shared/scheduled basis, and will provide copier service at a cost of $0.08 per color page and $0.02 per black and white page. Lessor shall be responsible for all costs and expenses for the Demised Premises, Building in which the Demised Premises is located and BIC, including but not limited to all insurance costs, real estate and other taxes, janitorial services and operating and common area expenses.

6. Right of First Refusal

Lessee shall have a one-time right of first refusal ("ROFR") as to each rentable premises in the Educational Center of Excellence suite for which Lessor is seeking a tenant ("Available ROFR Premises") during the Lease Term. To the extent that Lessor renews or extends a then-existing lease with any then-existing tenant of any space, or enters into a new lease such then-existing tenant, the affected space shall not be deemed to be Available ROFR Premises. In the event Lessor intends to lease Available ROFR Premises, Lessor shall provide written notice thereof to Lessee, specifying the terms and conditions of a proposed lease to Lessee of the Available ROFR Premises. Within Ten (10) days following its receipt of such notice, Lessee shall advise Lessor in writing whether Lessee elects to lease the Available ROFR Premises. If Lessee fails to notify Lessor of Lessee's election within said Ten (10) day period, the Lessee shall be deemed to have elected not to lease the Available ROFR Premises. Lessor shall have no obligation to provide a ROFR to Lessee is Lessee is in material default under this Lease.

7. <u>Responsibility</u>

Each party agrees to be responsible for the negligent or intentional acts or omissions of its respective employees, agents, representatives, divisions, and affiliates that arise out of or are related to the performance of the obligations under this Lease. Either party shall not be liable to the other party for indirect, special, incidental, consequential or other similar damages, including loss of work, profit, and goodwill.

8. <u>Default and Termination</u>

If Lessee shall fail to comply with or perform any term, covenant or condition hereof, and such failure shall continue for more than Fifteen (15) calendar days after notice thereof from Lessor, and Lessee within said period, subject to unavoidable delays, shall not commence with due diligence and dispatch the curing of such default, or, having so commenced, thereafter shall fail or neglect to complete with due diligence and dispatch the curing of such default for reasons other than unavoidable delays then, regardless of the pendency of any proceeding which has or might have the effect of preventing Lessee from complying with the terms, covenants or conditions of this Lease, Lessor, at any time thereafter may give a written termination notice to Lessee, and on the date specified in such notice this Lease shall terminate and the Lease Term shall expire and terminate by limitation, and all rights of Lessee under this Lease shall cease, unless before such date all defaults at the time existing under this Lease shall have been fully remedied to the satisfaction of Lessor. Lessee shall reimburse Lessor for all costs and expenses, including reasonable attorneys' fees, reasonably incurred by or on behalf of Lessor occasioned by or in connection with any default by Lessee under this Lease.

9. <u>Lessee's Equipment</u>

All Lessee's equipment placed in the Demised Premises shall be the property of Lessee and it shall be the sole responsibility of Lessee to safeguard and maintain its equipment. Lessor shall have no responsibility whatsoever to safeguard or maintain Lessee's equipment.

If any of Lessee's equipment is not removed by Lessee, at Lessee's expense, within Fifteen (15) calendar days after this lease has been terminated, Lessee shall pay Lessor, on demand, all costs and expenses reasonably incurred by Lessor in removing, storing or disposing of any of Lessee's equipment. Lessee shall immediately repair at Lessee's expense any damage to the Demised Premises caused by any reasonable removal of Lessee's equipment therefrom, whether effected by Lessee or by any other person. Lessor shall not be responsible for any loss or damage to Lessee's equipment.

10. End of Lease Term

Upon the expiration or termination of the Lease Term, Lessee shall quit, surrender and deliver to Lessor the Demised Premises with the improvements thereon in good order and condition, ordinary wear and tear excepted, and shall remove all Lessee's equipment therefrom as aforesaid.

11. Electronic Execution

This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Lease. In order to expedite the transaction contemplated herein, to the extent allowed under applicable law, telecopied signatures or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Lease and shall be of the same force and effect as original signatures and shall be enforceable and admissible in lieu of original signatures to this Lease.

Lessor and Lessee intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures which shall be of the same force and effect as original hand-written signatures for all purposes, and hereby waive any defenses to the admissibility or enforcement of the terms of this Lease based on such telecopied or e-mailed signatures.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date first above written.

FIRES INNOVATION SCIENCE &
TECHNOLOGY ACCELERATOR, a public trust

ATTEST:

By: ____________________________________
Chair, Authorized Signatory

By: ________________________________
Secretary

THE INNOVATION FOUNDATION AT
OKLAHOMA STATE UNIVERSITY

ATTEST:

By: ______________________________________
CEO, Authorized Signatory

By: ___________________________________
Secretary

EXHIBIT A

Floorplan

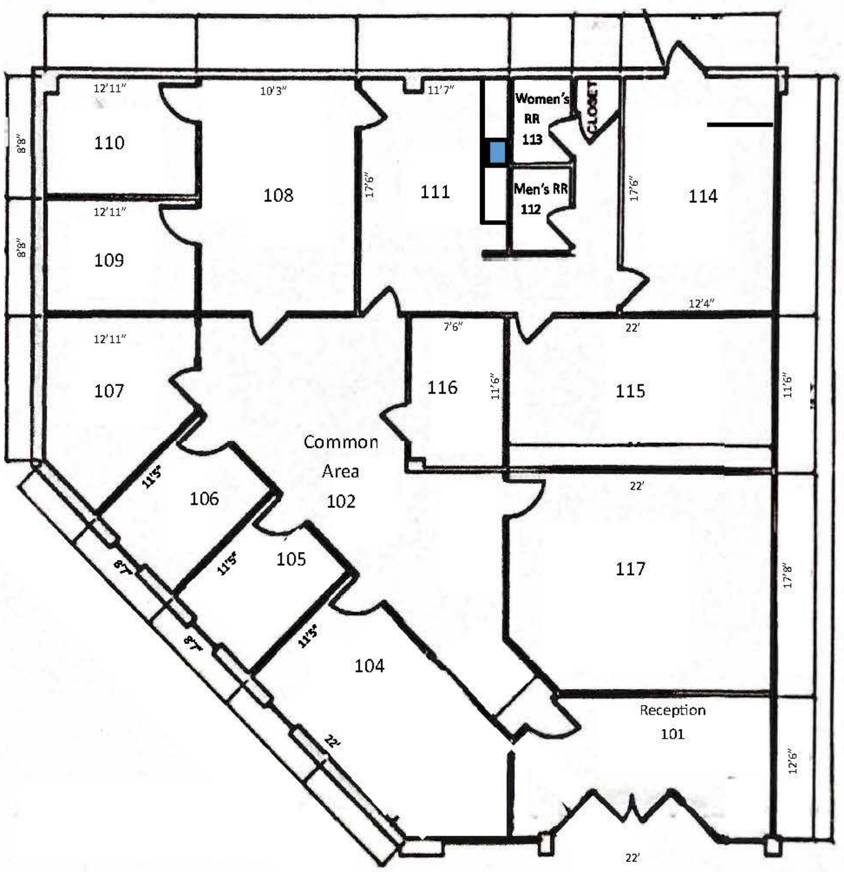


EXHIBIT B

COLLABORATION AGREEMENT

This **Exhibit B** is attached and made part of the Lease dated as of February 1st, 2025 ("Lease"), by and between Fires Innovation Science and Technology Accelerator Development Trust Authority, a public trust of the City of Lawton, Oklahoma ("Lessor") and The Innovation Foundation at Oklahoma State University, an Oklahoma not-for-profit corporation ("Lessee"). Unless the context otherwise requires, the terms used in this **Exhibit B** that are defined in the Lease shall have the same meanings as provided in the Lease.

For the duration of the Lease Term and any extension or renewals thereof, Lessor and Lessee agree to proactively seek opportunities to collaborate in mutually beneficial programs and resources to include, but are not limited to:

1. Lessor's promotion of Lessee's Oklahoma Aerospace Institute for Research and Education's (OAIRE's) services, research and development capabilities, programs, and other resources of value to its other Lessees and partners through website, newsletters, signage, or other marketing collateral and communication tactics. Lessee's OAIRE to work to effectively deliver its services, research and development capabilities, programs, and other resources to other Lessees and partners of the FISTA.

2. Lessor's permission for Lessee's OAIRE consortium members to utilize the Demised Premises, Building, common areas, Parking Area, Land, and any shared services, programs, or other amenities made available by Lessor to any of its Lessees. Lessee's OAIRE to market FISTA's amenities and resources to its consortium members.

3. Lessor's provision for a right of first refusal to Lessee to contract with Lessor for any technology-based incubator and/or accelerator startup and small business services, resources, programming, and other related amenities. Lessee to negotiate in good faith with Lessor for a contract with Lessor and provide agreed upon technology-based incubator and/or accelerator services, resources, programming, and other related amenities.

FISTA Development Trust Authority

FISTA
INNOVATION PARK
Lawton Fort Sill, Oklahoma

**Request for Proposals for Architectural & Engineering Services
for the Design of an
Anechoic Chamber at FISTA
RFP No. 2024-006**

**City of Lawton, FISTA Development Trust Authority
200 SW "C" Ave., Lawton, OK, 73501**

TABLE OF CONTENTS

1. Introduction....4
2. Background....4
3. Selection Schedule....5
4. Project Budget....5
5. Scope of Work....7
6. Owner/Firm....11
7. Submittal Requirements....11
8. Questions and Addenda....14
9. Review of Proposals and Selection of Finalists for Interviews....14
10. Interviews....14
11. Selection Criteria....14
12. Standard Proposal Information....15

PUBLIC NOTICE

REQUEST FOR PROPOSALS (RFP) No. 2024-006

The FISTA Development Trust Authority of the City of Lawton, Oklahoma is soliciting proposals from qualified architectural and engineering firms to submit qualifications for providing design and engineering services for an anechoic chamber project. The project will involve the planning, design, and construction administration of a specialized facility to meet stringent acoustic and electromagnetic isolation requirements. This project will be using ARPA funds and respondents must be prepared to be compliant with ARPA requirements.

We anticipate the building to be a ground-up facility, housing 2 anechoic chambers. The chamber design is for educational purposes, DOD, and aerospace equipment testing. The larger chamber (far-field) will be capable of testing an assembly of size 65" x 35" x 30". The smaller chamber (nearfield) will be capable of testing an assembly of size 10" x 10" x 10". The testing ranges in the far-field chamber will be S Band 1GHz to 4GHz, C Band 4GHz to 8GHz, X Band 8GHz to 12GHz, L Band 1GHz to 4GHz, and Ku Band 12 GHz to 18GHz and testing ranges in the nearfield chamber will be S Band 2GHz to 4GHz, C Band 4GHz to 8GHz, X Band 8GHz to 12 GHz and Ku Band 12 GHz to 18GHz. The chamber design will be delegated to the chamber manufacturer, but it will be the design team's responsibility to help specify and coordinate the chamber requirements, including required testing ranges. Other rooms in the facility will include, an assembly room, conference rooms, 4 private offices, an antechamber, and other support spaces. All specifications may change at any time during the design phase.

Additionally we would include microwave absorber foam rated for a power density level of 15kW/m^2 or higher with Maximum Reflections at Normal Incidence of around -40dB to -50dB for 1-4GHz (L-band and S-band), a receive antenna robot arm for near field measurements and a precise far field receive antenna location (AZ/EL)

Any correspondence, questions or requests for copies of the Request for Proposals should be directed to:

FISTA President & CEO
200 SW C Avenue
Lawton, Oklahoma 73501

Proposals will be received in the office of **FISTA Innovation Park on 3 January 2025, no later than 1pm**.

The FISTA Development Trust Authority reserves the right to reject any/all proposals if determined to be in the best interests of the Trust and the people of the City and State.

City of Lawton
FISTA Development Trust Authority
ANECHOIC CHAMBER CONSULTATION AND DESIGN Request for Proposal (RFP) RFP No. 2024-006

1. INTRODUCTION

The City of Lawton / FISTA Development Trust Authority (Owner) is requesting proposals from qualified architectural and engineering firms for providing design and engineering services for an anechoic chamber project at FISTA, 200 SW "C" Ave., Lawton, Oklahoma.

2. BACKGROUND

The Board of the FISTA Development Trust Authority has accepted $20M in ARPA dollars from the Oklahoma Center for the Advancement of Science & Technology on July 6, 2023. FISTA plans multiple projects from this inclusive of the construction of an Anechoic Chamber.

A Trust Indenture creating the Fires Innovation Science and Technology Accelerator (FISTA) Development Trust Authority was approved by the City Council of the City of Lawton, Oklahoma on the 25th of August 2020 with Lawton Mayor Stanley Booker as the Trustor and community leaders as the 11 Trustees of the FISTA. The Trust was created and established with the City of Lawton as sole beneficiary for the municipal public purposes of promoting industrial development in the City under the provisions of Title 60, Oklahoma Statutes, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Public Trust Act, and other applicable statutes and laws of the State of Oklahoma.

The purposes of this Trust are to plan, establish, develop, construct, enlarge, improve, maintain, equip and make available FISTA facilities, appurtenances, and related improvements within the territorial boundaries of the City of Lawton, Oklahoma, that will attract defense contractors, high-technology industry, innovative businesses, academic institutions and the like with capabilities to directly support the U.S. Army Futures Command Cross-Functional Teams of Long-Range Precision Fires (LRPF), Air & Missile Defense (AMD) and Fort Sill's Fires Center of Excellence (FCoE) in the Army's comprehensive modernization, driving innovation and integrating capabilities to the warfighter.

The City of Lawton and FISTA Development Trust Authority have made a $14.8 million-dollar investment in the purchase/repurposing of the approximately 600,000 square foot Central Mall through a low-interest revenue note that is being paid from the rent roll of the current and future Central Mall tenants. The FISTA Development Trust Authority operates the FISTA facilities with the repurposing (at present) of over 200,000 square feet of the Plaza for Business Development (FISTA – Defense).

3. SELECTION SCHEDULE

December 16, 2024	RFP document available
January 3, 2025	Proposals received no later than 1 p.m.
January 10, 2025	Anticipated notification of firms for interviews
January 15, 2025	Anticipated interview dates held in Lawton
January 20, 2025	Anticipated notice to negotiate contract

The Interviewing Committee reserves the right to bring any or all shortlisted firms for a second interview if time does not permit the committee to sufficiently address all of their individual questions. Interviews will be held in Lawton, OK.

4. PROJECT BUDGET

FISTA anticipates spending approximately $8.0 Million in total on this project, to include construction (including change orders), equipment and the chambers themselves. The Project Team will work collaboratively to refine the total project Budget. Delivering the completed Project, within the Project Budget and timeframe, once established, is of high priority.

5. SCOPE OF WORK

The following summary is intended to provide a general understanding of the Owner's expectations and is not all inclusive.

Design Phase

- **Consultation:** Conduct initial consultations with FISTA to finalize design requirements and constraints.
- **Detailed Design:** Provide a detailed design for the chambers and perimeter building, including:
    - Architectural and structural design.
    - Development of conceptual designs.
    - Preparation of detailed construction documents.
    - Prepare a construction cost estimate.
- **Compliance:** Ensure the design complies with applicable standards and regulations, including provisions of the Public Competitive Bidding Act of 1974 (61 Okla. Stat. § 103). By offering to provide services, the firm certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System.
- **Preliminary Approval:** Submit design documentation, including drawings and other documents to fix and describe the size and character of the project as to structural, mechanical, and electrical systems, preliminary site drawings and other information that may be deemed essential, for review and approval.

Engineering Services

- Shell building engineering services: structural, electrical, mechanical, and civil designs.
- Chamber specific design requirements and coordination.
- Vibration isolation and acoustic optimization.

Construction Phase

- **Consultation with the selected Contractor during the construction phase:** Meet at regular intervals with the construction team to ensure that the building is being constructed to the recommended specifications.
- Assistance with bidding and contractor selection.
- On-Site inspections and quality control
- Consultation or conferences regarding construction.
- Construction Administration Services.

6. OWNER/FIRM

The Owner intends to enter into a contract with the selected company for architectural and engineering services for the anechoic chambers and any building which will contain the chambers.

This RFP will be superseded by the Owner/Contractor Agreement and its related contract documents.

Contract Provisions: The following is an abbreviated summary of a portion of the Owner's proposed contract provisions. The following list is not intended to be exhaustive. The Owner reserves the right to modify the proposed provisions listed below.

Final terms of the Owner/Contractor Agreement will be negotiated during the contract negotiation phase. The Owner reserves the right to negotiate and change any provision contained herein. The Owner/Contractor Agreement will be in place for 12 months from the date of signature or until the completion of the project.

7. SUBMITTAL REQUIREMENTS

Submit one (1) electronic PDF version of the proposal. The submittal must contain the following information:

7.1. COVER LETTER

Provide name and address of the firm(s) and Project contact person with address, telephone number, and email address. Indicate your acceptance of the requirements of this RFP and acknowledge receipt of any addenda, if applicable. Summarize your understanding of the project scope and services required. Provide a statement indicating your ability to provide timely services for the project and to meet the requirements of the proposed schedule. Provide a one-page summary of the benefits you believe the Owner would receive from selecting your firm. The cover letter must be signed by a fully authorized official of the firm.

7.2. PROJECT TEAM

1. Include an organizational chart showing your proposed staff for both the consultation and design phases of the Project. Specifically identify principal, project manager, and project architect, the availability of each person during the term of the project, and their history of working together on previous projects. Indicate experience of key team members working together on past similar projects.

2. Provide resumes or a listing of information for each person included in your proposed project team. State the educational background of each individual, years of experience, length of employment with your firm, and previous project experience. For each person, list specific responsibilities on this project, experience on projects of similar sizes and types, specific qualifications applicable to this project, and current work assignments and availability for this project.
3. List other assignments your project manager will be handling during the period of assignment to the Project.
4. For the project manager, superintendent, and other key staff members proposed, provide client references from three of their most recent projects and three references (contact person and telephone number).

7.3. PROJECT APPROACH AND MANAGEMENT CAPABILITIES

Provide a description of your project approach and management capabilities as it relates to the following areas:

1. **Working Relationships:** Commitment to building positive team working relationships.
2. **Design Services:** Describe your firm's approach to design services.
3. **Examples of relevant Work History:** Provide examples of your firm's ability to manage fast-track schedules with examples of quality control procedures, staffing, and reporting.
4. **Quality Control:** Provide your firm's approach to quality control.

7.4. RELEVANT PROJECT EXPERIENCE

Describe at least three (3) projects of similar size constructed within the past ten (10) years. Successful projects in the local market area are preferred. Provide information on each project to allow the Interviewing Committee to adequately evaluate project performance.

Indicate for each project the following minimum information:

1. Name of project, location, and construction date.
2. Name of project manager and superintendent responsible for project.
3. Construction cost.
4. Type of service and contractual relationship.
5. Preconstruction services provided.
6. Indicate the extent of commissioning, if any.

Provide Client and architect contact information including phone number and email address.

7.5. SPECIAL RESOURCES

A description of special resources or capabilities your firm could employ on the project, which would enhance the value your firm would bring to the project. Describe what steps your firm has taken during recent years to be innovative and progressive in the development of your firm and state how these activities serve your clients.

7.6. ACKNOWLEDGEMENT AND CERTIFICATION STATEMENTS

1. Certify that your Response to RFP will remain in effect for 90 days.
2. Certify that all representations stated in the Response to RFP are true and accurate.
3. Acknowledge that all materials submitted in the Response to RFP will become property of Owner.
4. Acknowledge that all costs associated with preparation of the Response to RFP will be the responsibility of the proposing firm.
5. Litigation for the past five (5) years and any current litigation including a summary of each case and certification that any current or pending litigation will not have an adverse financial effect on the performance of the project.

8. QUESTIONS AND ADDENDA

Questions regarding this RFP shall be submitted in writing to FISTA President & CEO no later than five (5) calendar days prior to the date of receipt of proposals indicated in Section 3 of this RFP.

Responses to questions will be issued via email to all firms. If deemed necessary, addenda to the RFP will be issued by the President & CEO.

9. REVIEW OF PROPOSALS AND SELECTION OF FINALISTS FOR INTERVIEWS

As specified in Section 62 referenced above, the Interviewing Committee shall invite at least three (3), but no more than five (5), architectural firms deemed most qualified for interviews. Short-listed firms will be interviewed on the dates indicated in Section 3 of this RFP.

The Owner reserves the right to reject any or all proposals as stated herein and issue subsequent Requests for Qualifications and negotiate any and all provisions contained herein.

10. INTERVIEWS

The interview will consist of up to a 30-minute presentation by the Offeror, a 20-minute question-and answer session, and a five-minute wrap-up. The proposed key project personnel must participate in the interview. Only project personnel who will have an active key role in the Project should participate in the interview.

11. SELECTION CRITERIA

The Interviewing Committee will rely on the qualitative information contained and presented in the proposals, interviews, and reference checks in making its rankings and recommendation of the most qualified firm to provide services for this project. Selection criteria will be based on:

Experience of Project Team on similar projects	50 points
Technical approach	30 points
References	10 points
Fees	5 points

Compliance with RFP criteria	5 points
Total Points Possible	100 points

Upon completion of the interviews, the firms will be ranked. Unless all proposals are rejected by the Owner, the Owner's Trustees in an open public meeting will make an award and negotiations of a fee for services with the highest-ranking firm will be undertaken.

If an agreement for services cannot be reached with the highest ranked firm or firms, the Owner will move to the next ranked firm or take such action as the owner deems appropriate. The same process will be repeated with the other ranked firms if no such agreement can be reached. Upon successful negotiations with a firm, the Owner may enter into a contract with the selected firm. The Owner reserves the right to not select a firm as part of this process if an agreement cannot be reached with the interviewed firms.

Acceptance of a proposal shall be by written notice to the firms submitting the accepted proposal and by simultaneously notifying in writing the other firms that their proposals were not accepted.

12. STANDARD PROPOSAL INFORMATION

1. Authorized Signature

   An individual authorized to bind the Offeror to the provisions of the RFP must sign all proposals.

2. Owner Not Responsible for Preparation Costs

   The Owner will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

3. Conflict of Interest

   The Offeror must disclose any instances where the firm or any individual anticipated to be working on the project has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed anyone belonging to the Owner). The Owner reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Offeror's proposal.

4. Discrimination

   The Offeror must not engage in discrimination in employment on the basis of race, color, national origin, sex, religion, creed, age, disability or genetic information. Consistent with Title, 25 Okla. Stat. §1604, it shall be grounds for termination of this contract should the Offeror have been found by the Attorney General to have engaged in a discriminatory practice in the course of performing under a contract with the state, or any governmental entity.

5. Offeror's Certification

   By signature on the proposal, the Offeror certifies that it complies with:

   a. The laws of the state of Oklahoma.

   b. All applicable local, state, and federal laws, codes, and regulations.

c. All terms, conditions, and requirements set forth in this RFP.

d. All representations, warranties, and other information set forth in the proposal is truthful and accurate after a diligent investigation by the Offeror, and the Owner and A/E may rely on information contained within Offeror's proposal.

e. A condition that the proposal submitted was independently arrived at, without collusion.

f. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

6. Amendments to Proposals and Withdrawals of Proposals

The Offeror may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the Owner's request.

7. Rights of Rejection

The owner reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended firms will be rejected. The Owner may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP. The Owner reserves the right to reject any proposal determined to be nonresponsive and to reject the proposal of any Offeror determined to be nonresponsive. The Owner also reserves the right to refrain from making an award if it determines it to be in the best interest of the Owner and the people of the City and State.

The Owner may waive minor informalities that:

- Do not affect responsiveness
- Are merely a matter of form or format
- Do not change the relative standing or otherwise prejudice other offers
- Do not change the meaning or scope of the RFP
- Are insignificant, negligible, or immaterial in nature
- Do not reflect a material change in the work
- Do not constitute a substantial reservation against a requirement or provision

FISTA Development Trust Authority

STEM Center
Request for Proposals (RFP) for ADDITIVE MANUFACTURING EQUIPMENT
RFP No. 2024-007

City of Lawton, FISTA Development Trust Authority
200 SW “C” Ave., Lawton, OK, 73501

Contents

1. INTRODUCTION 4
2. BACKGROUND 4
3. SELECTION SCHEDULE 5
4. PROCUREMENT COMPLIANCE 5
5. PROJECT BUDGET 5
6. PRELIMINARY PROJECT SCHEDULE 5
7. SCOPE OF WORK 5
8. SUBMITTAL REQUIREMENTS 7
9. QUESTIONS AND ADDENDA 8
10. SELECTION CRITERIA 8
11. STANDARD PROPOSAL INFORMATION 8

Attachments:
EXHIBIT A – Construction Documents for coordination
EXHIBIT B – W9
EXHIBIT C – Affidavit for Filing with Competitive Bid
EXHIBIT D – Conflict of Interest
EXHIBIT E – Debarment
EXHIBIT F – Compliance with ARPA Guidelines

PUBLIC NOTICE

REQUEST FOR PROPOSALS (RFP) No. 2024-004

The FISTA Development Trust Authority of the City of Lawton, Oklahoma is soliciting proposals for ADDITIVE MANUFACTURING EQUIPMENT.

This complete system will be installed in the STEM Maker Space within the Central Plaza in Lawton, Oklahoma.

Any correspondence, questions or requests for copies of the Request for Proposals should be directed to:

John Semtner PE, Principal
Project Manager
Tradesman Architectural Studios
500 N Broadway Avenue
Suite 100
Oklahoma City, 73102

john@tradesmanstudios.com
1.405.808.5894

Proposals will be received in the office of **Tradesman Architectural Studios on January 30, 2025, no later than 2pm**.

The FISTA Development Trust Authority reserves the right to reject any/all proposals if determined to be in the best interests of the Trust and the people of the City and State.

City of Lawton
FISTA Development Trust Authority
Additive Manufacturing Equipment Request for Proposal
(RFP) RFP No. 2024-007

1. INTRODUCTION

The City of Lawton / FISTA Development Trust Authority (Owner) is soliciting proposals for ADDITIVE MANUFACTURING EQUIPMENT. This complete system will be installed in the STEM Maker Space within the Central Plaza, 200 SW “C” Ave., Lawton, Oklahoma.

These services will be coordinated with the selected architectural and engineering (A/E) firm and construction management (CM) firm. Oklahoma City firm Tradesman Architectural Studios was selected as the A/E consultant for this project. Oklahoma City firm QUAD builds was selected as the CM consultant for this project.

2. BACKGROUND

The Board of the FISTA Development Trust Authority has accepted $20M in ARPA dollars from the Oklahoma Center for the Advancement of Science & Technology on July 6, 2023. FISTA plans multiple projects from this inclusive of the construction of a STEM Center, Incubator, and Maker Space. FISTA identified the former Old Navy and UPS Spaces in the Central Plaza for this purpose.

A Trust Indenture creating the Fires Innovation Science and Technology Accelerator (FISTA) Development Trust Authority was approved by the City Council of the City of Lawton, Oklahoma on the 25th of August 2020 with Lawton Mayor Stanley Booker as the Trustor and community leaders as the 9 Trustees of the FISTA. The Trust was created and established with the City of Lawton as sole beneficiary for the municipal public purposes of promoting industrial development in the City under the provisions of Title 60, Oklahoma Statutes, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Public Trust Act, and other applicable statutes and laws of the State of Oklahoma.

The purposes of this Trust are to plan, establish, develop, construct, enlarge, improve, maintain, equip and make available FISTA facilities, appurtenances, and related improvements within the territorial boundaries of the City of Lawton, Oklahoma, that will attract defense contractors, high-technology industry, innovative businesses, academic institutions and the like with capabilities to directly support the U.S. Army Futures Command Cross-Functional Teams of Long-Range Precision Fires (LRPF), Air & Missile Defense (AMD) and Fort Sill’s Fires Center of Excellence (FCoE) in the Army’s comprehensive modernization, driving innovation and integrating capabilities to the warfighter.

The City of Lawton and FISTA Development Trust Authority have made a $14.8 million-dollar investment in the purchase/repurposing of the approximately 600,000 square foot Central Mall through a low-interest revenue note that is being paid from the rent roll of the current and future Central Mall tenants. The FISTA Development Trust Authority operates the FISTA facilities with the repurposing (at present) of over 200,000 square feet of the Plaza for Business Development (FISTA – Defense).

3. SELECTION SCHEDULE

January 9, 2025	RFP document available from Tradesman Architectural Studios
January 30, 2025	Proposals received by Tradesman Architectural Studios no later than 1 p.m.
February 7, 2025	Anticipated notice to negotiate contract

The evaluation committee reserves the right to bring any or all bidders in for question to evaluate system compliance with the RFP.

4. PROCUREMENT COMPLIANCE

The delivery system for this system is a turn key procurement including installation in accordance with Oklahoma Statutes and federal ARPA guidelines. Procurement selection will be based on lowest first cost from a qualified provider.

5. PROJECT BUDGET

FISTA anticipates spending $800,000 on this equipment. (including installation).

6. PRELIMINARY PROJECT SCHEDULE

The supplier will be required to develop a delivery and installation schedule within three (3) weeks of award. Preliminary design schedules will be provided in associated task orders.

March 4, 2024	Contract and Notice to Proceed
December 1, 2026	System Installation Deadline
December 31, 2026	ARPA Funding Invoice Deadline

Please see Exhibit A at the conclusion of this RFP for conceptual plans and renderings.

7. SCOPE OF WORK

The following summary is intended to provide a general understanding of the Owner's expectations and is not all inclusive.

This proposal shall include all labor, materials, equipment, and related items including incidentals that are required to complete this scope of work per complete plans and specifications.

Includes but not limited to:

- Furnish & install a complete DMP Flex 350 or equivalent system (including all OFOI specialty manufacturing equipment listed in equipment schedule on sheet IN103).
- Allowable manufacturers: 3D Systems, Electro Optical Systems, Renishaw, SLM Solutions, or GE Additive
- Substitutions must be pre-approved before bid date.
- Coordination with MEP as subs required.

7.1. SYSTEM REQUIREMENTS

- Equipment shall include a complete metal powder printing system for aerospace manufacturing including: metal laser printer, vacuum system, blower, chiller, sieve station, oxygen monitor, and printer module cart.
- Print materials capabilities shall include aluminum and titanium alloys with oxygen content during print capability less than 25 ppm. Powder pre-conditioned back into an inert state prior to building parts. Capability to rapidly change materials.
- Print volume shall meet or exceed 275 mm x 275 mm x 420 mm with minimum feature size of 200 µm. Typical accuracy of ± 0.2% with ± 100 µm minimum. Repeatability delta in 3 directions of 60 um (3σ).
- Equipment shall be manufactured in the USA or capable of operating without network connectivity.
- 11,000 lbs max printer weight
- Facility provided power - 400 VAC, 60 Hz, 15 A full load current (printer only)
- Argon Gas Supply – 80 psi – 1,200 gal per cycle (14 mm diameter supply line min)
- Chilled Water – by manufacture's cooling unit
- Software – 1 year included.

7.2. GENERAL BIDDING REQUIREMENTS

A. It is the intent of the following to describe the scope of work included in each Bid Package. The bid shall include all the requirements in the specification sections listed unless specifically excluded.
B. If the scope of work includes Labor, then the successful bidders must provide General Liability, Auto and Workers Compensation. Certificate listing Additional Insured and Waiver of Subrogation in favor of the Owner shall be provided at time of contract issuance.
C. If the scope of work is to only supply Material, then the successful bidders must include all labor, materials, services and incidentals required for complete fabrication, manufacture and delivery to the project site the materials included in the designated specification sections and drawings.
D. If any Bidder is unclear as to the Scope of Work required, contact the point of contact prior to bidding.
E. Owner reserves option to award or reject any and all bid packages.

F. Each bid shall include removal of all trash and debris created by each bidder's work. Each bid shall include delivery / loading/ and unloading of materials.
G. This work will be completed at existing structures, site survey is strongly recommended.
H. This project is TAX EXEMPT.
I. Multiple mobilizations are potentially required, based upon schedule of work.
J. Change orders will only allow a maximum of fifteen percent (15%) for overhead and profit.
K. Each subcontractor is responsible to provide all equipment necessary for means to access work – lifts, scaffolding, ladders, etc.
L. Subcontractors are to provide all required deliverables per specifications included in their specific scope of work. Electronic submittals are due to TRADESMAN architectural studios within (15) days of receiving notice to proceed.
M. By submitting a bid, subcontractors are confirming they have reviewed the construction documents for coordination conditions above and below grade that may affect cost and performance. Any associated cost to be included in submitted pricing.
N. Subcontractors assumes all risk of any and all price increases associated with the cost of their work.
O. Laydown and storage to be made available as managed by owner.

8. SUBMITTAL REQUIREMENTS

Submit one (1) electronic PDF version of the proposal. The submittal must contain the following information:

8.1. COVER LETTER

Provide name and address of the bidder(s) and Project contact person with address, telephone number, and email address. Indicate your acceptance of the requirements of this RFP and acknowledge receipt of any addenda, if applicable. Summarize your understanding of the project scope and services required. Provide a statement indicating your ability to provide timely systems and services for the project and to meet the requirements of the proposed schedule. Provide a one-page summary of the benefits you believe the Owner would receive from selecting your system. The cover letter must be signed by a fully authorized official of the firm.

8.2. SYSTEM DESCRIPTION

1. Provide a general system description showing compliance with this RFP.
2. Provide a compliance matrix with the system compliance set forth in section 7.1.
3. Provide a description of the modeling

8.3. SYSTEM INSTALLATION REQUIREMENTS

Provide a generic installation instruction manual for your system, including all provided components. Provide a description of the system training to be provided.

8.4. SYSTEM COST AND OPERATIONAL FEES

A proposal to include the total cost of the system, installation, and training. Also provide an estimate of any annual fees or contracts that will be required for operation of the system. Individually identify the annual fees and frequency, inclusive of software, licensing, and maintenance.

8.5. ACKNOWLEDGEMENT AND CERTIFICATION STATEMENTS

1. Certify that your Response to RFP will remain in effect for 90 days.
2. Certify that all representations stated in the Response to RFP are true and accurate.
3. Acknowledge that all materials submitted in the Response to RFP will become property of Owner.
4. Acknowledge that all costs associated with preparation of the Response to RFP will be the responsibility of the bidder.
5. Litigation for the past five (5) years and any current litigation including a summary of each case and certification that any current or pending litigation will not have an adverse financial effect on the performance of the project.

9. QUESTIONS AND ADDENDA

Questions regarding this RFP shall be submitted in writing to John Semtner (contact info) no later than five (5) calendar days prior to the date of receipt of proposals indicated in Section 3 of this RFP.

Responses to questions will be issued via email to all firms. If deemed necessary, addenda to the RFP will be issued by the A/E firm or Program Manager.

10. SELECTION CRITERIA

Upon a successful review for compliance with this RFP, the firms will be ranked based upon first cost price. Unless all proposals are rejected by the Owner, the Owner’s Trustees in an open public meeting will make an award and negotiations of contract with the lowest qualified bidder.

If a contract cannot be reached with the lowest bidder, the Owner will move to the next lowest bidder or take such action as the owner deems appropriate. The same process will be repeated with the other ranked firms if no such agreement can be reached. Upon successful negotiations with a firm, the Owner may enter into a contract with the selected bidder. The Owner reserves the right to not select a bidder as part of this process if an agreement cannot be reached with the bidder.

Acceptance of a proposal shall be by written notice to the bidder submitting the accepted proposal and by simultaneously notifying the other bidders in writing that their proposals were not accepted.

11. STANDARD PROPOSAL INFORMATION

1. Authorized Signature

   An individual authorized to bind the Offeror to the provisions of the RFP must sign all proposals.

2. Owner Not Responsible for Preparation Costs

   The Owner will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

3. Conflict of Interest

   The Offeror must disclose any instances where the firm or any individual anticipated to be working on the project has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed anyone belonging to the Owner). The Owner reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Offeror's proposal.

4. Discrimination

   The Offeror must not engage in discrimination in employment on the basis of race, color, national origin, sex, religion, creed, age, disability or genetic information. Consistent with Title, 25 Okla. Stat. §1604, it shall be grounds for termination of this contract should the Offeror have been found by the Attorney General to have engaged in a discriminatory practice in the course of performing under a contract with the state, or any governmental entity.

5. Offeror's Certification

   By signature on the proposal, the Offeror certifies that it complies with:

   a. The laws of the state of Oklahoma.
   b. All applicable local, state, and federal laws, codes, and regulations.
   c. All terms, conditions, and requirements set forth in this RFP.
   d. All representations, warranties, and other information set forth in the proposal is truthful and accurate after a diligent investigation by the Offeror, and the Owner and A/E may rely on information contained within Offeror's proposal.
   e. A condition that the proposal submitted was independently arrived at, without collusion.
   f. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

6. Amendments to Proposals and Withdrawals of Proposals

   The Offeror may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the Owner's request.

7. Rights of Rejection

   The owner reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended firms will be rejected. The Owner may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP. The Owner reserves the right to reject any proposal determined to be nonresponsive and to reject the proposal of any Offeror determined to be nonresponsive. The Owner also reserves the right to refrain from making an award if it determines it to be in the best interest of the Owner and the people of the City and State.

   The Owner may waive minor informalities that:

   - Do not affect responsiveness
   - Are merely a matter of form or format

- Do not change the relative standing or otherwise prejudice other offers
- Do not change the meaning or scope of the RFP
- Are insignificant, negligible, or immaterial in nature
- Do not reflect a material change in the work
- Do not constitute a substantial reservation against a requirement or provision

8. Execution Clause

Except as otherwise provided by law, within the period of time, not to exceed sixty (60) days, specified in the bid notice by Owner, a contract embodying the terms set forth in the bidding documents shall be executed by Owner and the successful bidder. No bidder shall obtain any property right in a contract awarded under the provisions of the Oklahoma Public Competitive Bidding Act of 1974 until the contract has been fully executed by both the bidder and the awarding public agency.

TRADESMAN

FISTA
INNOVATION PARK
Lawton Fort Sill, Oklahoma

FISTA Development Trust Authority

Architectural & Engineering Request for Proposal for Design of an Anechoic Chamber at FISTA

RFP No. 2024-006

TRADESMAN Architectural Studios
500 N. Broadway Suite #100
Oklahoma City, OK 73102

January 02, 2025

FISTA President & CEO
200 SW C Avenue
Lawton, OK 73501

RE: RFP 2024-006 ANECHOIC CHAMBER CONSULTATION AND DESIGN

Dr. Ratliff and selection committee,

TRADESMAN architectural studios (TRADESMAN) is pleased to submit the following qualification proposal for professional services associated with anechoic chamber consultation and design request for proposal. The TRADESMAN team has significant amount of complex project construction and design experience for just this type of project. It is our belief that a small & experienced firm is best for the types of projects where we can quickly dive into the details without bringing the organizational delay and overhead cost of a larger firms.

We recognize the need for expertise in anechoic chambers, and while I personally designed a similar facility early in my career, we have included a small list of sub-consultants that bring significant anechoic chamber experience. KFC Engineering is one of Oklahoma's best structural engineering firms for complex facilities. Their experience with the OU Radar Innovation Lab is exactly the type of anechoic chamber experience we are looking for. We recognize that issuing an RFP for a chamber supplier and designer will be our priority. We offer two optional experts to assist in both writing the RFP and certifying their final installation. Michael Caruso has extensive experience specifying requirements of similar chambers, including at Oklahoma State University. David Hoolihan is a national expert in annual certification requirements of anechoic chambers and has helped build organizations such as the Nebraska Center For Excellence In Electronics around their anechoic chamber.

We bring the same TRADESMAN team you have come to rely on and national experts to this exciting project. We look forward for the opportunity to continue working with FISTA on this and future projects.

Sincerely,

TRADESMAN architectural studios PLLC

John Semtner, PE
Principal
john@tradesmanstudios.com
(405) 808-5894

Primary Contact
John Semtner, PE | Project Manager
500 N. Broadway Suite #100 Oklahoma City, OK 73102
P | (405) 808-5894 E | John@tradesmanstudios.com

TRADESMAN Architectural Studios
500 N. Broadway Suite #100
Oklahoma City, OK 73102
P | (405) 698-2840

Summary of Benefits

TRADESMAN is a boutique design firm with a focus on the craft of integrated construction and design founded in 2022. Their decades of design and construction experience allow clients to focus on their vision and details letting us worry about the process. Knowledge of the local Oklahoma market allows for important decisions to be made early in the process, giving way to accelerated, quality development of your project.

Tradesman Architectural Studios believes in LOCALLY CRAFTED SERVICE. As a team that provides full service architecture and engineering, the Tradesman process is unique to each project, site, and client. Tradesman takes pride in what we do while always remembering: OUR work is only a part of YOUR story.

WORKING RELATIONSHIP
TRADESMAN has years of experience working on FISTA projects. We know your systems, staff, site, and preferences. There won't be a learning curve to writing contracts, supporting RFP's, or specifying the facility standards. Our architects and engineers have worked on your projects before. Time is critical and no other team can hit the ground running like us.

TECHNICAL EXPERTS
We have partnered with multiple national experts on Anechoic Chambers. Our experts have decades of experience specifying, designing, and certifying chambers just like yours. We need to make quick decisions on this project and we are bringing a team who can give the correct recommendation the first time.

CONSTRUCTION RELATIONSHIPS
Our team has a deep history working in the Lawton area and knows contractors who can deliver your project. Identifying a chamber provider and a construction manager quickly will be crucial for this short-time frame. Quickly engaging a pre-engineered building supplier will be the next critical milestone. TRADESMAN has relationships that we can utilize to ensure FISTA will get the best value with a rapid delivery.

Local TRADESMAN focused on locally crafted design

Table of Contents

COVER LETTER 2

SUMMARY OF BENEFITS 3

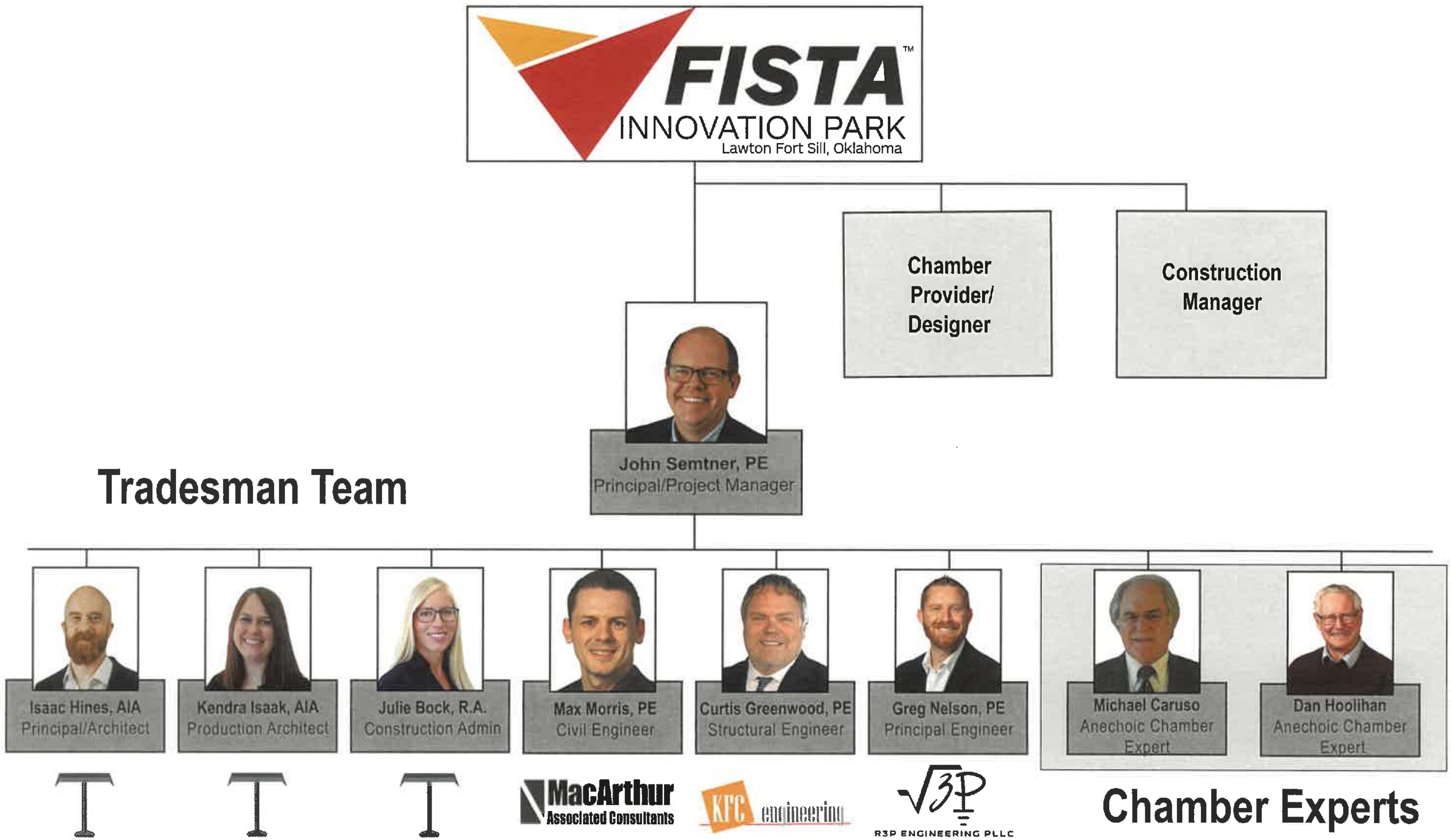
PROJECT TEAM MEMBERS 5

APPROACH & CAPABILITIES 14

RELEVANT EXPERIENCE 16

ACKNOWLEDGMENT & CERTIFICATION STATEMENTS 22

PROJECT TEAM MEMBERS



All team members are available for the duration of this project

21 Years of Experience
2 years at Tradesman Studios

EDUCATION

Lehigh University | 1998-2002
Bachelor of Science in Mechanical Engineering

University of California | 1998-2002
Master of Science in Mechanical Engineering

REFRENCES

1. Brent Everett | (405) 833-3281
2. William White, Jr. | (405) 615-7008
3. Brandi Combs | (580) 585-6649

OTHER ASSIGNMENTS

PM - Commanche County Health Department
PM - Alley's End Multifamily
PM - Memorial & Western Multifamily
PM & Equipment Procurement - FISTA STEM

JOHN SEMTNER, PE | *Principal, Project Manager*

PROJECT RESPONSIBILITIES & QUALIFICATIONS

As Project Manager at TRADESMAN, John plays a critical role ensuring the project concepts meets our clients' vision and resources. He has played a key role in the design and management of projects large and small, including technology centers, mixed-use retail developments, and federal aerospace facilities. His extensive experience in the design of complex mechanical systems provides the basis for helping ensure decisions are made with both first and life cycle costs in mind. John will lead the project team to ensure schedule is set and expectations are met throughout the project. His technical and analytical background will help ensure that the chamber requirements are communicated and integrated into the facility design.

PREVIOUS PROJECT EXPERIENCE

- FISTA Innovation Center – Lawton, OK
- Comanche County Public Health Preparedness Facility – Lawton, OK
- Oklahoma Military Department Controlled Humidity Program Shelter – Chandler, OK
- Oklahoma County Elevator Replacement Projects – Oklahoma City, OK
- Westgate Residences Development – Oklahoma City, OK
- Boulevard Place Mixed-Use High Rise Residential – Oklahoma City, OK
- Alley's End Low Income Tax Credit Residential Development – Oklahoma City, OK
- Young Family Aquatics and Multisport Center – Norman, OK
- Willa Johnson Recreation Center – Oklahoma City, OK
- Norman Senior Wellness Center – Norman, OK
- Convergence Innovation Center Plan and Construction – Oklahoma City, OK
- Oklahoma 577 Concept Plan – Oklahoma City, OK
- Chickasaw Nation Facility Assessments and Master Plan – Various, OK
- OUHSC Central Plan Renovation – Oklahoma City, OK
- OMES Data Center Various Projects – Oklahoma City, OK
- 7725 Connect Life Safety Study – Oklahoma City, OK

This team member is available for this project

18 Years of Experience
2 years at Tradesman Studios

EDUCATION

Oklahoma State University
Bachelor of Architecture
(Minor in Architectural History)

REFRENCES

1. Cindy Murillo | (405) 606-6077
2. Krista Ratliff | (443) 257-6571
3. Tim Strange | (405) 413-8467

ISAAC HINES, AIA | *Principal Architect*

PROJECT RESPONSIBILITIES & QUALIFICATIONS

As the lead design architect at TRADEMSN, Isaac firmly believes that not only do the best ideas and designs come from positive teams but also that these pooled experiences allow for more beautiful solutions to enhance our local built environment and quality of life. Isaac has worked on a wide-ranging set of project types from innovation centers to process oriented large scale manufacturing facilities and everything in between. He has vast experience with pre-engineered metal buildings that will be a critical path procurement for the anechoic chamber. Isaac has been the lead architect on all of TRADESMAN's projects at the FISTA. He is intimately familiar with the facility and construction to date. Isaac works well under pressure and continues to integrate design into everything he produces. Isaac believes that each day is not only an opportunity to learn something new in life but a chance to share what has been learned with other team members.

PREVIOUS PROJECT EXPERIENCE

- FISTA Innovation Center – Lawton, OK
- Downtown Lawton Master Plan – Lawton, OK
- OCWUT South Hefner Development – Oklahoma City, OK
- OCCHD HQ Master Plan – Oklahoma City, OK
- OCCHD Gary Cox Partner Building – Oklahoma City, OK
- OCCHD FC Energy Practice Field – Oklahoma City, OK
- OCCHD Southern Oaks Health and Wellness Center – Oklahoma City, OK
- TCC Center for Creativity – Tulsa, OK
- Tinker Multifamily Development Concept Plan – Oklahoma City, OK
- Westgate Residences Development – Oklahoma City, OK
- Alley's End Low Income Tax Credit Residential Development – Oklahoma City, Ok
- HEB Retail Planning and Construction – Multiple Locations
- Chisholm Creek Master Plan and Tract 30 Project– Oklahoma City, OK
- Bob Moore Properties Master Plan – Norman, OK
- Convergence Innovation Center Plan and Construction – Oklahoma City, OK

This team member is available for this project

16 Years of Experience
2 years at Tradesman Studios

EDUCATION

Oklahoma State Univesity
Bachelor of Architecture

REFRENCES

1. Cindy Murillo | (405) 606-6077
2. Jason Robinson | (405) 549-9123
3. Dennis Glover | (405) 623-9770

KENDRA ISAAK, AIA | *Principal Architect*

PROJECT RESPONSIBILITIES & QUALIFICATIONS

Kendra brings a wealth of architectural and worldly experience to every project. Her expertise in programing and building code knowledge ensures the foundational space program is right at the start. This ensures projects work smoothly through permitting and fewer chances for rework to be required. A great example of her ability to tackle complex systems and integrate them into beautiful buildings are the thirteen military flight simulators on her resume. These simulators are purchased complex systems that must be integrated into the building shell, systems, and foundation. Our chamber will be a similar purchased system that will integrate with our building. Kendra's detail-oriented planning and execution will be vital to this complex project.

PREVIOUS PROJECT EXPERIENCE

- FISTA Innovation Center – Lawton, OK
- Comanche County Public Health Preparedness Facility – Lawton, OK
- Various F-35, C-130, & F-16 Flight Simulators inclusive of secure spaces and SCIFS across the
- US (Florida, South Dakota, New York, Texas, South Carolina, California, District of Columbia,
- Wisconsin Air National Guard Gun Shop Renovation)
- Davis-Monthan Air Force Base for a SCIF Renovation & separate addition.
- Oklahoma Military Department Controlled Humidity Program Shelter – Chandler, OK
- Headington Hall – Norman, OK
- Oklahoma Board of Engineers Office Renovation - Oklahoma City, OK
- Chesapeake Arena Thunder Corporate Headquarters - Oklahoma City, OK
- National Committee for Quality Control - Washington, DC
- Woodward Convention Center – Woodward, OK
- George A Purefoy Municipal Center Garage – Frisco, TX
- Multimodal Transportation Facility – Stillwater, OK
- OSU-OKC Parking Garage – Oklahoma City, OK
- US House of Representatives Renovation - Washington, DC
- Federal Reserve Bank Renovation - Washington, DC
- OMD Lexington Hangar – Lexington, OK
- Westgate Residences Development – Oklahoma City, OK

This team member is available for this project

25 Years of Experience
25 years at KFC Engineering

EDUCATION
University of Oklahoma
Bachelor of Science in Civil Engineering

REFRENCES
1. Shannon Hichens | (501) 256-8008
2. Tim Pesch | (405) 641-2813
3. Holly Treasitti | (501) 326-2992

CURTIS GREENWOOD, PE, SE
Principal Structural Engineer | KFC Engineering

PROJECT RESPONSIBILITIES & QUALIFICATIONS

Mr. Greenwood is a Principal Engineer who has over 25 years of experience designing structures. His responsibilities include managing projects, leading design teams, and mentoring engineering interns. Mr. Greenwood has extensive experience in the design of concrete, steel, masonry and wood framing systems for new and renovation projects, with formidable project experience among aging and historic structures. Mr. Greenwood has worked on projects ranging from small renovations to large-scale, multi-million dollar new facilities. These project types have included Office Buildings, K-12 School additions and renovations, Stadium construction and renovations, State Historic preservation projects, Native American projects, Municipal and Governmental facilities, Community Tornado Shelters, Higher Education and On-Call projects. Mr. Greenwood's quick attention to detail and to clients' needs has made him a stalwart part of KFC's team.

PREVIOUS PROJECT EXPERIENCE

- Lin Hall Physics & Astronomy Building, University of Oklahoma, Norman, OK
- Radar Innovations Laboratory, University of Oklahoma, Norman, OK
- Radar Innovations Laboratory Annex, University of Oklahoma, Norman, OK
- Ellsworth Collings Hall Addition & Renovation, University of Oklahoma, Norman, OK
- Wallace Old Science Hall Addition & Renovation, University of Oklahoma, Norman, OK
- Hester Hall Renovations, University of Oklahoma, Norman, OK
- Gould Hall Renovations, University of Oklahoma, Norman, OK
- One, Two, Thee, Four and Five Partners Place Office Building, University of Oklahoma, Norman, OK
- OU Department of Public Safety, University of Oklahoma, Norman, OK
- Edmond Administration Building, City of Edmond, Edmond, OK
- Edmond Community Center, City of Edmond, Edmond, OK
- YMCA of Greater Oklahoma City Addition, Oklahoma City, OK
- Oklahoma City Convention Center, Oklahoma City, OK
- Bricktown Police Substation, City of Oklahoma City, Oklahoma City, OK
- Emergency Communications Center, City of Oklahoma City, Oklahoma City, OK
- Police Headquarters Building, City of Oklahoma City, Oklahoma City, OK
- City Jail/Diversion Hub Study, City of Oklahoma City, Oklahoma City, OK
- Municipal Courts Complex, City of Oklahoma City, Oklahoma City, OK
- St. Anthony Emergency Department/Medical Office Building East, Oklahoma City, OK
- St. Anthony Emergency Department/Medical Office Building South, Oklahoma City, OK
- Fire Station No. 3, City of Norman, Norman, OK
- Municipal Courts Building Site Structures, City of Oklahoma City, OK
- Police Headquarters Building Site Structures, City of Oklahoma City, OK
- Oklahoma National Guard Joint Force Headquarters CST Building, Oklahoma City, OK

This team member is available for this project

42 Years of Experience
10 Years as Independent Consultant
EMC, EMP, TEMPEST and SCIF Facilities

EDUCATION

Bridgeport Engineering Institute
Masters of Engineering
Bridgeport, Connecticut
Coursework in Electrical Engineering, 1984 - 1986

Norwalk State Technical College, Norwalk, Connecticut
Coursework in Electrical Engineering, 1983 - 1984

Finance for Non-Financial Managers, University of Michigan, 2002

Key Account and Customer Relationship Management, Smeal College, Pennsylvania State University, 2001

Elements of TQM, Northern Illinois University, 1996

DOD Security Management, 1989

TEMPEST/HEMP, U.S. Air Force, 1986

REFRENCES

1. Wyatt Brannan | (919) 637-0981
2. Elle Taylor | (815) 315-9250
3. Dr. Chuck Bunting | (405) 744-5000

MICHAEL CARUSO | *Anechoic Chamber Expert*

Independent Consultant

PROJECT RESPONSIBILITIES & QUALIFICATIONS

Mr. Caruso is an independent consultant, formerly Director, Government & Specialty Business Development for ETS-Lindgren. He is a recognized leader in the RF Shielded Enclosure/EMP Protection/Anechoic Test Chamber Industry with 41-years' experience in project management, engineering, advanced technical applications and business development. He has participated in business opportunities involving, start-ups, product launches, budgeting, proposal preparation and project management. He has a reputation for assisting clients with technological interpretations, developing strategic partnerships and creating value. Mr. Caruso gained extensive Electromagnetic Compatibility (EMC) testing experience as VP of Operations for an EMC Laboratory. This experience adds to his depth of knowledge of real-world electromagnetic challenges. Mr. Caruso chaired ETS-Lindgren's HEMP/EMP Market and Product Development Team and was the driving force for ETS-Lindgren's Red Edge™ product development. He has lectured in EMP workshops dealing with Critical Infrastructure issues throughout the United States, South Korea and Israel. Mr. Caruso has led EMP Electric Utility facility evaluation teams, led the EMP design efforts on ten (10) Electric Utility Control centers, (CenterPoint Energy, Georgia Power, Dominion Energy, Exelon Power, Hydro Quebec, Georgia Power II, Southern Company, and TVA). He has written specifications for EMP Transmission Substitution protection, written an EMP Transmission Substation Evaluation Report for EPRI, published several white papers and articles and has testified before the U.S. Congress on the need for EMP Protection of the Critical Infrastructure. He is currently the lead EMP protection engineer on the LGM-35 Sentinel Missile Launch Facility Program involving 450 existing Minuteman Silos.

ADDITIONAL CREDENTIALS

Advise Architects, Engineers, and End Users in facility design and integration
Create risk analysis, basis of design and specification documents
Review designs, plans and submittals
Retrofit evaluations
Assist in selecting materials and suppliers
Prepare and present executive briefs and workshops
Assist in preparing budgets
On site quality inspections
Energy Sector Chief, Arizona InfraGard
Testified before the U.S. Congress (EMP Protection)
EMP workshops in the USA, South Korea and Israel

- Utility Service Provider Control Centers & Substation HEMP-IEMI
- Hardening
- Government / Military Shielding (Classified)
- Anechoic Chamber Design, Sales, and Project Management
- Radio Frequency Testing Laboratory Management and Operations

This team member is available for this project

MICHAEL CARUSO | ***Anechoic Chamber Expert*** **|** *Continued*

PREVIOUS PROJECT EXPERIENCE

Client Reference	Location	Size (SQFT)	Service Provided	Year/s
Confidential A&E / Design Build Corporation	Multiple Locations	Over 400,000	EMP Protection	2025-Present
Confidential	Chattanooga, TN	175,000	EMP Protection	2020-2024
Confidential	Kirtland AFB Albuquerque, NM	10,000	High Energy Test Lab with Anechoic Chamber	2023/2024
Ingenium Testing (now Element Laboratories)	Rockford, IL	~10,000 (7 test chamber with control rooms)	10-Meter Chamber Pre-compliance Chamber Stirred Mode Chamber (4) Mil-STD Chambers	2011
Oklahoma State University	Oklahoma City, OK	2,000	Stirred Mode Chamber	2006
Underwriters Laboratories	NY, CA, NC, IL, WA	~4,000 (@5 sites)	10-Meter and Pre-compliance Anechoic Chambers with Control Rooms	1994 – 1998

This team memeber is available for this project

42 Years of Experience
24 years EMC Engineering Consultant

EDUCATION

Masters of Physics
Louisiana State University
Baton Rouge

Masters in Buisness Administration
University of Minnesota
Minneapolis

Masters in Buisness Administration
St. John's University
Minnesota

REFRENCES

1. Bob DeLisi | (631) 255-9418
2. Tom Oshea | (763) 360-3613
3. Janet Oneil | (425) 443-8106

DAN HOOLIHAN | ***President of Hoolihan EMC Consulting***
Electromagnetic Compatibility (EMC) Engineering Consultant

PROJECT RESPONSIBILITIES & QUALIFICATIONS

Hoolihan has been consulting in EMC Engineering since January of 2000. He specializes in EMC-Laboratory evaluations, EMC standards, and EMC Education. He is a consultant to the United States Department of Commerce National Institute of Standards and Technology (NIST) in the area of Telecom Certification Body (TCB) and Conformity Assessment Body (CAB) evaluations as part of the NIST National Voluntary Conformity Assessment Systems Evaluation (NVCASE) Program. He is also an assessor for the NIST National Voluntary Laboratory Accreditation Program (NVLAP) for EMC/Telecom, Security, Calibration and Voting Systems Laboratories. He has audited over 250 EMC Labs, both in the United States and internationally, in the last 25 years.
He worked as Vice-President of Minnesota Operations for TUV Product Service (TUV America) from 1994 to 2000. From 1984 to 1994, he was the Co-Founder and Chief Operating Officer of AMADOR Corporation; a small Minnesota business specializing in EMC testing of electronic products ranging in size from pacemakers to supercomputers. His first employment out of graduate school was with Control Data Corporation (1969 – 1984) in their internal EMC lab in St. Paul, Minnesota. He has over 50 years of experience testing commercial products to United States Federal Communications Commission rules and military products to MIL-STD-461 (EMI Requirements).

ADDITIONAL CREDENTIALS

Hoolihan was the Chairman of the American National Standards Committee (ANSC) C63 on EMC from 2012 - 2022.

He has been a member of the C63 Committee since 1984 and is currently the Chair of the History Committee.

Hoolihan has been a member of the Institute of Electrical and Electronic Engineers (IEEE) since 1983 and is presently a Life Senior Member.

He has been on the Board of Directors of the Electromagnetic Compatibility Society (EMCS) of the IEEE almost continuously since 1988. He is the past-president of the EMCS (1998-1999) and has held many positions with the EMCS Board in his years of service.

He served as the Chair of the 2002 IEEE International Symposium on EMC which was held in Minneapolis in August of 2002. He helped found the EMC chapter of the Twin Cities Section in 1985 and has been active in the local chapter since that time.

This team memeber is available for this project

DAN HOOLIHAN | *President of Hoolihan EMC Consulting* | *Continued*

PREVIOUS PROJECT EXPERIENCE

2003-2004 –Element Materials Technology – Element Minneapolis – since 2015 (Formerly Environ Laboratories), Minneapolis, Minnesota

Developed a plan for Environ Laboratories to enter into Electromagnetic Compatibility (EMC) testing for MIL-STD 461 (military emission and susceptibility testing) and RTCA DO-160 (commercial aircraft emission and susceptibility testing).
The organization hired an EMC engineer who implemented the plan, several EMC technicians, and the lab is running successfully today after being purchased by Element Materials.

2000-2002 – Nebraska Center for Excellence in Electronics (NCEE labs), 4740 Discovery Drive, Lincoln, Nebraska 68521; 402-323-6233; http: www.nceelabs.com/

Acting as an independent Electromagnetic Compatibility (EMC) consultant to NCEE, an organization funded by the State of Nebraska, Hoolihan supported the design and development of an EMC Test Facility for testing electronic products. It included a 10-meter semi-anechoic Radio Frequency (RF) chamber, associated shielded rooms, and EMC test equipment for both emission and immunity (susceptibility) testing for both National (Federal Communications Commission (FCC) and International (CISPR, European Union) commercial testing.
NCEE had a general manager, several EMC engineers and associated staff to operate the facility. The lab is successfully running since that time and is in operation today. NCEE labs is accredited to ISO/IEC 17025 by the American Association for Laboratory Accreditation (A2LA).

1993-1999 – TUV Product Service, Minneapolis (New Brighton), Minnesota

As Vice- President of Minnesota Operations for TUV Product Service (now known as TUV SUD) an independent testing and certification company headquartered in Germany, developed and/or remodeled several shielded rooms to be semi-anechoic RF chambers for testing products to MIL-STD 461 specifications. This included the design, construction, and validation of the shielding effectiveness of the rooms. The necessary test equipment to do MIL-STD 461 testing was also specified, ordered, and implemented for the successful operation of the equipment. The rooms were primarily used for MIL-STD 461, RTCA DO-160 (commercial aircraft), and preliminary Federal Communications Commission (FCC) commercial testing.

This team memeber is available for this project

PROJECT APPROACH

1) Working Relationships
We recognize an architect's commitment to building positive team working relationships with the owner and contractors is essential to the success of any project. By fostering open communication, mutual respect, and a collaborative spirit, our TRADESMEN ensures that all stakeholders are aligned in their goals and priorities. This involves actively listening to the owner's vision and needs, while also valuing the expertise and input of contractors to identify practical solutions. Transparency and proactive problem-solving are key to maintaining trust and resolving challenges efficiently. By promoting a culture of teamwork and shared accountability, the entire team will create an environment where creativity and efficiency thrive, resulting in a project that meets or exceeds expectations. We feel our previous FISTA projects have demonstrated our ability to build positive relationships with FISTA staff and our various contractor teams.

2) Design Services
We listen to your goals, review location requirements and constraints, and utilize our understanding to better craft successful unique design solutions for you. In complex projects like an anechoic chamber, details matter, yet innovative solutions may come from anywhere and no two problems are the same. Simple or complex, bring your problems to our team and let us work together to solve them. At Tradesman we truly believe that the best and most innovative solutions are achieved when the entire team is excited and immersed. That is why we build a small and experienced team who can hit the ground running on this project.

3) Fast-track Examples
Tradesman has vast experience with various types of fast-track projects and their associated delivery methods. We recognize that constructing a chamber by the end of 2026 will be a challenge that we are ready to help tackle. Many of our previous projects for FISTA have utilized fast-tracking the schedules. We have tailored the design process, construction document quality, and delivery method to deliver amazing value. On each project we demand all deliverables are peer reviewed within our office in addition to those performed by the owner and Construction Manager. We ensure every project is reviewed from both staff focused on design and those with construction experience to ensure insights gained from previous projects are incorporated. We are a growing firm and as such all our hires are people experienced in architecture. This allows us to add staff internally or externally, as all our staff are capable of managing additional team members. Throughout the design and construction process we report to the owner the status of the project. We attempt to focus the reporting on key decision metrics, such as delivery dates, owner responsibility, quality impacting, and definitely potential budget or cost impacts.

PROJECT APPROACH

4) Quality Control
TRADEMAN's approach to quality control is rooted in a commitment to excellence at every stage of the project. This begins with a thorough understanding of the client's vision, project goals, and technical requirements. The firm ensures that initial designs align with industry standards, regulatory codes, and best practices through rigorous peer reviews and detailed design documentation. Advanced design software and project management tools are often employed to identify potential conflicts or errors early in the process, minimizing risks and costly changes during construction. This proactive approach is complemented by continuous collaboration with engineers, consultants, contractors, and owners to ensure design integrity and feasibility.
During the construction phase, the firm maintains quality control through regular site visits, comprehensive inspections, and close coordination with contractors. Detailed construction documents serve as a benchmark, ensuring that the work performed matches the original design intent. Any deviations or issues that arise are addressed promptly through clear communication and actionable solutions. Additionally, the firm often implements post-occupancy evaluations to assess the functionality and performance of the completed project, using insights gained from our previous project experience. TRADESMAN's holistic and iterative approach ensures that the space not only meets but regularly exceeds client expectations, delivering lasting value.

5) Special Resources
The TRADESMAN team can bring a weather of dedicated resources to the anechoic chamber project. Those resources include in-house drone imagery, as-built LIDAR scanning, and 3D model management. Our optional anechoic chamber sub-consultants bring optional resources such as chamber certification and bid negotiation.

Project

FISTA Innovation Park | 139,000 sf | $14.8M

200 SW C St. Lawton, Oklahoma 73501

Construction Date: 2020 - Present

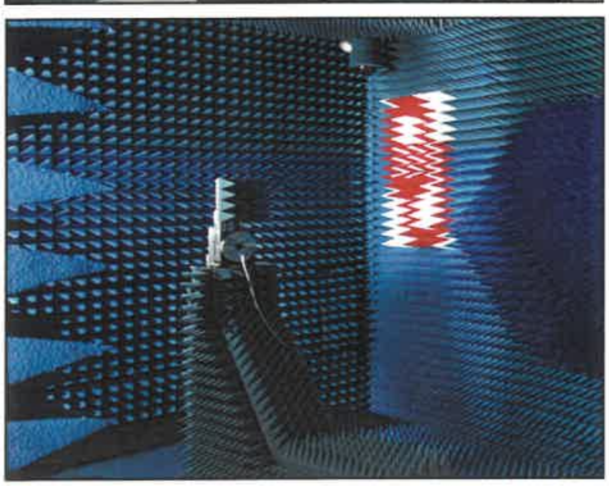
Architect: Isaac Hines, AIA | (405) 334-1143 | Isaac@tradesmanstudios.com
Project Manager: John Semtner, PE / Principal, TRADESMAN
Superintendents: Colton Blackburn, Quad Construction
Christine Langston, CDBL Construction

At FISTA Innovation Park, the mission is to build a synergistic hub for the best in engineering, technology, and defense expertise to support the needs of the warfighter. With a high-security facility and on-site STEM lab, they're an acceleration hub for the nation's top defense contractors, academic institutions, and innovators to collaborate and partner with other like-minded thinkers.

Located in the heart of Lawton, Oklahoma, FISTA is just minutes from Fort Sill,the world's largest military field artillery training base and home of the Army's lead agency for the Department of Defense. Members of FISTA, have the ability to research and develop your technology with feedback and testing from our nation's most comprehensive base of soldiers, training, and development. Home to two of our military's Cross Functional Teams, Fort Sill has ample resources to partner with the best in innovative defense technology and engineering to amplify its modernization and support of the warfighter.

Client Information

Krista Ratliff | Krista@thefista.com
(443) 257-6571



Project

OU Radar Innovations Laboratory | 36,000 sf | $15.8M
Construction Management
3190 Monitor Avenue Norman, OK 73109

Architect:Ryan Eshelman, GSB | reshelman@gsb-inc.com | (405) 848-9549
Structural Engineer: Curtis Greenwood, KFC Engineering
Project Manager: Malcom Coetzee, JE Dunn Construction
Superintendent: Frank Jakofcich, JE Dunn Construction

The building cutting-edge testing equipment, a prototype fabrication facility, a machine shop, a high-bay garage for docking mobile research vehicles, an outdoor experimental observation deck with jib crane, and low & high frequency anechoic research chambers. It is designed using a conventional steel structure with elevated concrete composite floor slabs and open web steel joists and beams at the roof. Resistance to wind and seismic forces is provided through vertical braced frames and, where open spaces were required, steel knee-braces. The foundation system consists of drilled piers, perimeter exterior grade beams, and interior retaining walls which form recesses for the two anechoic chambers. Exterior cladding is a combination of glass curtain walls, metal panels and brick. An external steel moment-frame parking structure features sleek, bi-curvilinear tubular roof purlins.

Client Information

Brent Everett | Assistant Director of OU A&E Services
beverett@ou.edu
(405) 325-6006

Project

Brockhaus Jewelry | 7,500 sf | $3.259M | Construction Management
2107 W Main Street Norman, Oklahoma 73069
June 2023 - July 2024

Architect: Isaac Hines, AIA | (405) 334-1143 | Isaac@tradesmanstudios.com
Project Manager: John Semtner, PE / Principal, TRADESMAN
Superintendent: Colton Blackburn, Quad Construction

As a Norman staple for more than 60 years, Brockhaus Jewelry has served the local community for decades by providing a personal level of service. This new facility will continue the legacy of this iconic Norman staple for decades to come. The new facility is in the up-and-coming University North Park area. It houses all the brands customers have become accustomed to while also having additional facilities to meet additional desires such as a private viewing area. The new building contains approximately 7500 sf including 2000 sf of retail space for an adjacent tenant. The building has unique styling that will further enhance the Brockhaus brand, enhance the experience in University North Park, and continue to serve the citizens of Norman for decades to come.

Client Information

Brad Shipman | Brad@Brockhausjewelery.com
(405) 370-4165

TRADESMAN

ACKNOWLEDGMENT AND CERTIFICATION STATEMENTS

1. We certify that our Response to this RFQ will remain in effect for 90 days.

2. We certify that all representations stated in the Response to the RFQ are true and accurate.

3. We acknowledge that all materials submitted in the Response to the RFQ will become property of Owner.

4. We acknowledge that all costs associated with preparation of the Response to the RFQ will be the responsibility of TRADESMAN Architectural Studios.

5. TRADESMAN has no litigation history and certification that no pending litigation will have an adverse financial effect on the performance of the project.

6. There is no known conflict of interest between TRADESMAN architectural studios PLLC and the FISTA or City of Lawton, beyond existing architectural and engineering contracts not associated with this project.

7. TRADESMAN has an affirmative action plan complying with state and federal hiring practices.

8. TRADESMAN certifies that our proposal complies with:

a. The laws of the state of Oklahoma.

b. All applicable local, state, and federal laws, codes, and regulations.

John Semtner P.E.
Principal | Project Manager
TRADESMAN Architectural Studios

LEASE

Dated January 1, 2025

Between

Fires Innovation Science & Technology Accelerator

As Lessor

And

SBIR Advisors

As Lessee

Affecting premises known as the Business Integration Center (BIC)/Educational Center of Excellence in the Central Plaza building, 200 Southwest C Avenue, in Lawton, Oklahoma 73501.

LEASE

This **LEASE** agreement is entered into this 1st day of January, 2025, between the Fires Innovation Science & Technology Accelerator (FISTA) Development Trust Authority, a public trust of the City of Lawton, Oklahoma, having an address at P.O. Box 2883, Lawton, Oklahoma 73502 (“Lessor”), and SBIR Advisors, a Texas Incorporation, having an address at 305 Wild Turkey Blvd., Boerne, Texas 78006 (“Lessor”) (collectively known as “Parties”).

1. The Demised Premises and Lease Term

In consideration of the terms, covenants and conditions set forth in this Lease to be observed and performed by Lessee, Lessor hereby demises and leases to Lessee, and Lessee hereby leases and takes from Lessor, the following property (collectively hereinafter referred to as the “Demised Premises”):

> Approximately 100 square feet of commercial property space located within the Educational Center of Excellence of the Business Integration Center (BIC) at Central Plaza, 200 Southwest C Avenue, in Lawton, Oklahoma 73501, as depicted on Exhibit A attached hereto and incorporated herein.

To have and to hold the Demised Premises by Lessee subject to all of the terms, covenants and conditions herein contained, for a term (the “Lease Term”) commencing on January 1, 2025 and expiring (a) within five (5) years or (b) within thirty (30) calendar days of the Lessee accepting the notice of long-term lease space being available in the FISTA Innovation Park unless the Lease Term shall sooner terminate pursuant to any of the provisions of this Lease.

2. Rent

Lessee shall pay Lessor rent during the Lease Term in the sum of one thousand five hundred dollars ($1,500.00) per month. Commencing on the first (1st) day of the second (2nd) Lease Year and on the first day of each and every Lease Year thereafter during the Lease Term, the Base Rent Rate shall be increased by five percent (5%) of the amount of Base Rent Rate payable for the preceding Lease Year.

Upon execution of this Lease, Lessee shall deposit with Lessor a security deposit equal to one (1) month of Base Rent (the "Security Deposit"). The Security Deposit shall be held by Lessor as security for the full and faithful performance by Lessee of all the terms, covenants, and conditions of this Lease. Lessor may, but shall not be obligated to, apply all or part of the Security Deposit to the payment of any unpaid rent or other amounts due under this Lease, or to cure any default of Lessee. If Lessor applies any portion of the Security Deposit, Lessee shall promptly restore the Security Deposit to its original amount upon written demand from Lessor.

The Security Deposit shall not bear interest, and Lessor shall not be required to keep the Security Deposit separate from its general funds. Upon the expiration or earlier termination of this

Lease, and after Lessee has vacated the premises and fulfilled all of its obligations under the Lease, Lessor shall return the remaining balance of the Security Deposit to Lessee, less any amounts applied in accordance with this section, within thirty (30) days.

3. Use of Demised Premises

Lessee shall use the Demised Premises solely to facilitate educational opportunities and development, networking, and partnership opportunities in collaboration with FISTA Innovation Park and for no other purpose, unless approved in writing by Lessor.

Lessee shall not do, cause, or suffer any waste, damage, disfigurement or injury to the Demised Premises and shall pay all amounts required to repair or replace any such waste, damage, disfigurement, or injury caused by Lessee or its agents or employees. Lessee shall not employ or hire any FISTA staff at any time during their employment, or for a period of 6 months after their employment at FISTA.

4. Maintenance and Alterations

Lessor shall at its sole cost and expense, keep the Demised Premises, the building in which the Demised Premises are located and the BIC in good order and repair and in compliance with all applicable laws. Lessee, at all times during the Lease Term and at Lessee's expense, shall keep the Demised Premises, and all Improvements, now or hereafter located thereon, and all facilities and equipment thereon and all appurtenances to the Demised Premises, in a good and clean order and condition. Lessee shall not make any alterations or additions to the Demised Premises, and shall not place any nails, anchors or any other objects on the walls of the Demised Premises.

5. Services

Lessor shall pay all charges for public and private utility services provided within the Demised Premises, will at no cost provide internet access via Wi-Fi, will provide at no additional cost a conference room on a shared/scheduled basis, and will provide copier service at a cost of $.08 per color page and $.02 per black and white page. Lessor shall be responsible for all costs and expenses for the Demised Premises, Building in which the Demised Premises is located and BIC, including but not limited to all insurance costs, real estate and other taxes, janitorial services and operating and common area expenses.

6. Liability

The Parties shall be responsible for the negligent or intentional acts or omissions of its respective employees, agents, representatives, divisions, and affiliates that arise out of or are related to the performance of the obligations under this Lease, with Lessor's and Lessee's liability governed by the terms of the Oklahoma Governmental Tort Claims Act 51 O.S. § 151 et seq. Neither Lessor nor Lessee shall be liable to the other party for indirect, special, incidental, consequential or other similar damages, including loss of work, profit and goodwill.

7. <u>Indemnification by Lessee</u>

To the extent permitted by Oklahoma law, Lessee shall indemnify and hold Lessor harmless from and against all liabilities, obligations, claims, damages, fines, penalties, interest, causes of action, costs and expenses, including attorneys' fees, imposed upon or incurred by or asserted against Lessor or the Demised Premises by reason of the occurrence or existence of any of the following: any accident, injury to or death of persons (including workers) or loss of or damage to property occurring, or claimed to have occurred, on or about the Demised Premises or any part thereof, or any Improvements now or hereafter erected thereon, or appurtenances thereto caused by Lessee during the Lease Term, except to the extent caused or contributed to by Lessor, its officers, employees or contractors; or any use or condition of the Demised Premises or any part thereof, any or any Improvements now or hereafter erected thereon, or appurtenances thereto caused by Lessee during the Lease Term, except to the extent caused or contributed by Lessor or its officers, employees or contractors. The obligations of Lessee under this Article 7 shall survive the expiration or termination of the Lease Term.

8. <u>Default and Termination</u>

If Lessee fails to comply with or perform any term, covenant or condition hereof, and such failure shall continue for more than fifteen (15) calendar days after its receipt of written notice thereof from Lessor, and Lessee within said period, subject to Unavoidable Delays, shall not commence with due diligence the curing of such default, or, having so commenced, thereafter shall fail to complete with due diligence the curing of such default for reasons other than Unavoidable Delays then, regardless of the pendency of any proceeding which has or might have the effect of preventing Lessee from complying with the terms, covenants or conditions of this Lease, Lessor, at any time thereafter may give a written termination notice to Lessee, and on the date specified in such notice this Lease shall terminate and all rights of Lessee under this Lease shall cease, unless before such date a11 defaults at the time existing under this Lease shall have been fu]ly remedied to the satisfaction of Lessor. Lessee shall reimburse Lessor for all costs and expenses, including reasonable attorneys' fees, actually incurred by or on behalf of Lessor directly in connection with any default by Lessee under this Lease.

9. <u>Lessee's Equipment</u>

All Lessee's Equipment placed in the Demised Premises shall be the property of Lessee and shall be the sole responsibility of Lessee to safeguard and maintain its equipment. Lessor shall have no responsibility whatsoever to safeguard or maintain Lessee's equipment.

Any of Lessee's Equipment not removed by Lessee, at Lessee's expense, within fifteen (15) calendar days after this Lease has been terminated or expired, shall be considered abandoned by Lessee and Lessor may appropriate, sell, destroy or otherwise dispose of without notice to Lessee and without obligation to account therefor; and Lessee shall pay Lessor, on demand, all costs and expenses actually incurred by Lessor in removing, storing or disposing of any of Lessee's

Equipment. Lessee shall immediately repair at Lessee's expense any damage to the Demised Premises caused by any removal of Lessee's Equipment therefrom, whether effected by Lessee or by any other person. Lessor shall not be responsible for any loss or damage to Lessee's Equipment.

10. End of Lease Term

Upon the expiration or termination of the Lease Term, Lessee shall quit, surrender and deliver to Lessor the Demised Premises with the Improvements thereon in good order and condition, ordinary wear and tear excepted, and shall remove all Lessee's Equipment therefrom as aforesaid.

11. Electronic Execution

This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Lease. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signatures or signatures transmitted by electronic mail in so-called "pdf' format may be used in place of original signatures on this Lease and shall be of the same force and effect as original signatures and shall be enforceable and admissible in lieu of original signatures to this Lease. Lessor and Lessee intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures which shall be of the same force and effect as original hand-written signatures for all purposes, and hereby waive any defenses to the admissibility or enforcement of the terms of this Lease based on such telecopied or e-mailed signatures.

12. Modification and Waiver

No modification, amendment, supplement to, or waiver of this Lease or any of its provisions sha11 be binding upon the Parties unless made in writing and duly signed by the authorized representatives of each Party. A failure or delay of either Lessor or Lessee to enforce at any time any of the provisions of this Lease, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Lease.

13. Severability

If any of the provisions of this Lease shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Lease shall be unimpaired, and the invalid, illegal, or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal, and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision(s).

14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma, without regards its to conflict of law principles. Exclusive jurisdiction for any litigation arising out of this Lease or its subject matter shall be in the federal or state courts residing in Comanche County in the State of Oklahoma. In any such proceeding, the Parties waive any objection to forum including, without limitation, any objection based on lack of personal jurisdiction, improper venue, or inconvenient forum.

15. <u>Entire Agreement</u>

This Lease constitutes the complete understanding or agreement between the Parties and supersedes any previous understanding or agreement between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date first above written.

FIRES INNOVATION SCIENCE &
TECHNOLOGY ACCELERATOR, a public trust

ATTEST:

By: ______________________________
Secretary

By: ____________________________________
Chair, Authorized Signatory

ATTEST:

SBIR ADVISORS INC.

By: _____________________________________
Authorized Signatory, (Title)

EXHIBIT A:
FLOORPLAN

LEASE

Dated January 1, 2025

Between

Fires Innovation Science & Technology Accelerator

As Lessor

And

ANPC

As Lessee

Affecting premises known as the Business Integration Center (BIC)/Educational Center of Excellence in the Central Plaza building, 200 Southwest C Avenue, in Lawton, Oklahoma 73501.

LEASE

This **LEASE** agreement is entered into this 1st day of January, 2025, between the Fires Innovation Science & Technology Accelerator (FISTA) Development Trust Authority, a public trust of the City of Lawton, Oklahoma, having an address at P.O. Box 2883, Lawton, Oklahoma 73502 ("Lessor"), and ANPC, a Oregon Company ("Lessor") (collectively known as "Parties").

1. The Demised Premises and Lease Term

In consideration of the terms, covenants and conditions set forth in this Lease to be observed and performed by Lessee, Lessor hereby demises and leases to Lessee, and Lessee hereby leases and takes from Lessor, the following property (collectively hereinafter referred to as the "Demised Premises"):

> Approximately 100 square feet of commercial property space located within the Educational Center of Excellence of the Business Integration Center (BIC) at Central Plaza, 200 Southwest C Avenue, in Lawton, Oklahoma 73501, as depicted on Exhibit A attached hereto and incorporated herein.

To have and to hold the Demised Premises by Lessee subject to all of the terms, covenants and conditions herein contained, for a term (the "Lease Term") commencing on January 1, 2025 and expiring (a) within five (5) years or (b) within thirty (30) calendar days of the Lessee accepting the notice of long-term lease space being available in the FISTA Innovation Park unless the Lease Term shall sooner terminate pursuant to any of the provisions of this Lease.

2. Rent

Lessee shall pay Lessor rent during the Lease Term in the sum of one thousand five hundred dollars ($1,500.00) per month. Commencing on the first (1st) day of the second (2nd) Lease Year and on the first day of each and every Lease Year thereafter during the Lease Term, the Base Rent Rate shall be increased by five percent (5%) of the amount of Base Rent Rate payable for the preceding Lease Year.

Upon execution of this Lease, Lessee shall deposit with Lessor a security deposit equal to one (1) month of Base Rent (the "Security Deposit"). The Security Deposit shall be held by Lessor as security for the full and faithful performance by Lessee of all the terms, covenants, and conditions of this Lease. Lessor may, but shall not be obligated to, apply all or part of the Security Deposit to the payment of any unpaid rent or other amounts due under this Lease, or to cure any default of Lessee. If Lessor applies any portion of the Security Deposit, Lessee shall promptly restore the Security Deposit to its original amount upon written demand from Lessor.

The Security Deposit shall not bear interest, and Lessor shall not be required to keep the Security Deposit separate from its general funds. Upon the expiration or earlier termination of this Lease, and after Lessee has vacated the premises and fulfilled all of its obligations under the Lease, Lessor shall return the remaining balance of the Security Deposit to Lessee, less any amounts applied in accordance with this section, within thirty (30) days.

3. Use of Demised Premises

Lessee shall use the Demised Premises solely to facilitate educational opportunities and development, networking, and partnership opportunities in collaboration with FISTA Innovation Park and for no other purpose, unless approved in writing by Lessor.

Lessee shall not do, cause, or suffer any waste, damage, disfigurement or injury to the Demised Premises and shall pay all amounts required to repair or replace any such waste, damage, disfigurement, or injury caused by Lessee or its agents or employees. Lessee shall not employ or hire any FISTA staff at any time during their employment, or for a period of 6 months after their employment at FISTA.

4. Maintenance and Alterations

Lessor shall at its sole cost and expense, keep the Demised Premises, the building in which the Demised Premises are located and the BIC in good order and repair and in compliance with all applicable laws. Lessee, at all times during the Lease Term and at Lessee's expense, shall keep the Demised Premises, and all Improvements, now or hereafter located thereon, and all facilities and equipment thereon and all appurtenances to the Demised Premises, in a good and clean order and condition. Lessee shall not make any alterations or additions to the Demised Premises, and shall not place any nails, anchors or any other objects on the walls of the Demised Premises.

5. Services

Lessor shall pay all charges for public and private utility services provided within the Demised Premises, will at no cost provide internet access via Wi-Fi, will provide at no additional cost a conference room on a shared/scheduled basis, and will provide copier service at a cost of $.08 per color page and $.02 per black and white page. Lessor shall be responsible for all costs and expenses for the Demised Premises, Building in which the Demised Premises is located and BIC, including but not limited to all insurance costs, real estate and other taxes, janitorial services and operating and common area expenses.

6. Liability

The Parties shall be responsible for the negligent or intentional acts or omissions of its respective employees, agents, representatives, divisions, and affiliates that arise out of or are related to the performance of the obligations under this Lease, with Lessor's and Lessee's liability governed by the terms of the Oklahoma Governmental Tort Claims Act 51 O.S. § 151 et seq. Neither Lessor nor Lessee shall be liable to the other party for indirect, special, incidental, consequential or other similar damages, including loss of work, profit and goodwill.

7. Indemnification by Lessee

To the extent permitted by Oklahoma law, Lessee shall indemnify and hold Lessor harmless from and against all liabilities, obligations, claims, damages, fines, penalties, interest, causes of action, costs and expenses, including attorneys' fees, imposed upon or incurred by or asserted against Lessor or the Demised Premises by reason of the occurrence or existence of any of the following: any accident, injury to or death of persons (including workers) or loss of or damage to property occurring, or claimed to have occurred, on or about the Demised Premises or any part thereof, or any Improvements now or hereafter erected thereon, or appurtenances thereto caused by Lessee during the Lease Term, except to the extent caused or contributed to by Lessor, its officers, employees or contractors; or any use or condition of the Demised Premises or any part thereof, any or any Improvements now or hereafter erected thereon, or appurtenances thereto caused by Lessee during the Lease Term, except to the extent caused or contributed by Lessor or its officers, employees or contractors. The obligations of Lessee under this Article 7 shall survive the expiration or termination of the Lease Term.

8. Default and Termination

If Lessee fails to comply with or perform any term, covenant or condition hereof, and such failure shall continue for more than fifteen (15) calendar days after its receipt of written notice thereof from Lessor, and Lessee within said period, subject to Unavoidable Delays, shall not commence with due diligence the curing of such default, or, having so commenced, thereafter shall fail to complete with due diligence the curing of such default for reasons other than Unavoidable Delays then, regardless of the pendency of any proceeding which has or might have the effect of preventing Lessee from complying with the terms, covenants or conditions of this Lease, Lessor, at any time thereafter may give a written termination notice to Lessee, and on the date specified in such notice this Lease shall terminate and all rights of Lessee under this Lease shall cease, unless before such date a11 defaults at the time existing under this Lease shall have been fu]ly remedied to the satisfaction of Lessor. Lessee shall reimburse Lessor for all costs and expenses, including reasonable attorneys' fees, actually incurred by or on behalf of Lessor directly in connection with any default by Lessee under this Lease.

9. Lessee's Equipment

All Lessee's Equipment placed in the Demised Premises shall be the property of Lessee and shall be the sole responsibility of Lessee to safeguard and maintain its equipment. Lessor shall have no responsibility whatsoever to safeguard or maintain Lessee's equipment.

Any of Lessee's Equipment not removed by Lessee, at Lessee's expense, withi fifteen (15) calendar days after this Lease has been terminated or expired, shall be considered abandoned by Lessee and Lessor may appropriate, sell, destroy or otherwise dispose of without notice to Lessee and without obligation to account therefor; and Lessee shall pay Lessor, on demand, all costs and expenses actually incurred by Lessor in removing, storing or disposing of any of Lessee's Equipment. Lessee shall immediately repair at Lessee's expense any damage to the Demised

Premises caused by any removal of Lessee's Equipment therefrom, whether effected by Lessee or by any other person. Lessor shall not be responsible for any loss or damage to Lessee's Equipment.

10. <u>End of Lease Term</u>

Upon the expiration or termination of the Lease Term, Lessee shall quit, surrender and deliver to Lessor the Demised Premises with the Improvements thereon in good order and condition, ordinary wear and tear excepted, and shall remove all Lessee’s Equipment therefrom as aforesaid.

11. <u>Electronic Execution</u>

This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Lease. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signatures or signatures transmitted by electronic mail in so-called "pdf' format may be used in place of original signatures on this Lease and shall be of the same force and effect as original signatures and shall be enforceable and admissible in lieu of original signatures to this Lease. Lessor and Lessee intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures which shall be of the same force and effect as original hand-written signatures for all purposes, and hereby waive any defenses to the admissibility or enforcement of the terms of this Lease based on such telecopied or e-mailed signatures.

12. <u>Modification and Waiver</u>

No modification, amendment, supplement to, or waiver of this Lease or any of its provisions sha11 be binding upon the Parties unless made in writing and duly signed by the authorized representatives of each Party. A failure or delay of either Lessor or Lessee to enforce at any time any of the provisions of this Lease, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Lease.

13. <u>Severability</u>

If any of the provisions of this Lease shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Lease shall be unimpaired, and the invalid, illegal, or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal, and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision(s).

14. <u>Governing Law</u>

This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma, without regards its to conflict of law principles. Exclusive jurisdiction for any litigation arising out of this Lease or its subject matter shall be in the federal or state courts residing in

Comanche County in the State of Oklahoma. In any such proceeding, the Parties waive any objection to forum including, without limitation, any objection based on lack of personal jurisdiction, improper venue, or inconvenient forum.

15. <u>Entire Agreement</u>

This Lease constitutes the complete understanding or agreement between the Parties and supersedes any previous understanding or agreement between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date first above written.

FIRES INNOVATION SCIENCE & TECHNOLOGY ACCELERATOR, a public trust

ATTEST:

By: ______________________________
Secretary

By: ____________________________________
Chair, Authorized Signatory

ATTEST:

ANPC

By: _____________________________________
Authorized Signatory, (Title)

EXHIBIT A:
FLOORPLAN