

SPECIAL COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, April 26, 2022, 4:30 p.m.



Please silence cell phones during the City Council meeting.

1. ROLL CALL

2. RESOLUTIONS

A. Non-Consent

1. Approving a Contract with Wyoming Financial Properties, Inc., in the Amount of \$8,000,000 for the Purchase of the Casper Business Center Building and Its Associated Parking Facility.
 - a. Communications from Persons Present
2. Approving a Lease Agreement to Lease Various Portions of the Casper Business Center Building to Mountain West Technologies Corporation, Including Space on the Rooftop for Antennae and Related Equipment, Space on the Fourth Floor for a Data Processing Area, and Space on the Ground Floor for a Network Operations Center.
 - a. Communications from Persons Present

3. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, May 3, 2021– Council Chambers

6:00 p.m. Tuesday, May 17, 2021 – Council Chambers

Work sessions

4:30 p.m. Tuesday, May 10, 2021 – Council Meeting Room

4:30 p.m. Tuesday, May 24, 2021– Council Meeting Room

April 21, 2022

MEMO TO: J. Carter Napier, City Manager *JC*
FROM: Keith McPheeters, Chief of Police *File 307*
SUBJECT: Purchase of Casper Business Center Building, and Lease to Mountain West Technologies

Meeting Type and Date:

Special Council Meeting
April 26, 2022

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize two agreements associated with the purchase of the Casper Business Center so that it can become a new headquarters for the Casper Police Department.

Summary:

Several years ago, the city adopted a set of strategic goals, and one of those goals was to establish a proper headquarters for the Casper Police Department. For nearly a century, the Police Department has been working from rented space, beginning in the 1930s when it first began operating out of the basement of the Natrona County Court House. In 1977 the Department outgrew that space and moved operations again into a rented space on the ground floor of the Hall of Justice. To this day in 2022, the Casper Police Department has never solely operated out of a City owned building, only from rented space. The rented area inside the Hall of Justice was suitable forty years ago, but since then, the department has expanded to meet the growing needs of the community and the increasing demands of the police profession. Beginning in 1990, over thirty years ago, having outgrown the Hall of Justice, the Department was forced to begin renting other properties in our City in order to meet the public safety needs of our growing community.

The remaining employees who still work within the narrow confines of the Hall of Justice are now working in less-than-ideal, overcrowded conditions, with many relegated to work spaces situated in former closets and storage rooms. These rooms were never intended or designed to be functional work spaces. Many other employees work two and three deep in rooms intended for only one employee.

These conditions adversely impact other crucial law enforcement operations, such as the property and evidence functions. There is currently no meeting space within the Department where citizens can speak privately with an officer, nor a private area in which citizens can file a report, forcing them to do so in front of any other individuals in the lobby at that time.

Dozens of employees are forced to share single stall bathrooms, facilities which often times are also shared with suspects and victims during interviews. Locker rooms as designed in the Hall of Justice did not anticipate the need for functioning locker rooms for female officers, nor did the building anticipate current requirements such as lactation rooms. While the Department has succeeded in continuing the many facets of police operations in their current working conditions, it has become clear that, without a new facility in the immediate future, operations have the potential to suffer, which could ultimately hurt public safety.

In 2018, a formal search began for a suitable location. A needs assessment showed that 65,000 square feet of space would soon be needed to accommodate all of the Police Department's various functions, including office space, evidence storage, records, holding cells, and emergency dispatch. The needs assessment thoroughly reviewed the Department's current staffing, needs, and functions compared to national standards for public safety operations. Those findings showed that the Casper Police Department is currently operating in 52% of the space recommended for proper police operations. The police building would need to have adequate parking for employees, officers, visitors, and police cars. Additionally, it was hoped that a new space could accommodate the Municipal Court, and perhaps other municipal offices as well, especially those that work hand in hand with the Casper Police Department.

Throughout that process, various properties were closely looked at, including existing buildings throughout the community, as well as vacant land opportunities for potential new construction. Each existing building was found to have significant disadvantages for service as a Police facility and the anticipated cost of a new building construction was estimated to be approximately \$50,000,000 by the year 2022.

Searching for additional opportunities, the Casper Business Center was discovered. This building measures 97,000 useable square feet and it comes with an attached 150 space parking structure. Its downtown location means that it will remain easily accessible to the offices at City Hall, the Sheriff's Department, and the Natrona County Courthouse.

The agreed upon purchase price is \$8,000,000, to include both the building and the parking structure, with an anticipated closing date of April 29, 2022.

For various reasons, taking physical possession of the property will be a gradual process. To begin with, many offices in the building are currently leased to other tenants, so it is expected that many of these tenants will remain in the building for a number of months. Even more significantly, the seller of the building, Wyoming Financial Properties Inc., is closely partnered with a local telecommunications company, Mountain West Technologies (MWT). Mountain West has been in the building for a number of years. As an internet services provider, MWT is heavily integrated into the building, with significant cabling, server rooms, and other equipment that runs between various offices on various floors, including generators in the basement and antennae on the roof. Mountain West will be transitioning this equipment to a new location, but a move of this sensitivity and magnitude will take a certain amount of time. To accommodate the needs of Mountain West, the purchase agreement will be paired with a lease. As the new owner of the building, the City will

lease certain areas of the building back to Mountain West so that this equipment can be gradually decommissioned and moved to its final location.

Once the building is purchased, some amount of renovation will be required to make it a suitable headquarters for the Casper Police Department. An architect will have to be retained to design those improvements, and a contractor will need to be retained to enact them. Although some city employees may move to the building in the very near future, it will likely be 24 to 36 months before most of the building is occupied by city staff.

Financial Considerations:

The purchase price of \$8,000,000 will be covered by funding from the American Rescue Plan Act (ARPA). Operating costs for the building are as yet unknown, but they are estimated to be roughly \$200,000 for the first year. Rental income for the first year (from the existing tenants) is also unknown, but it is believed that the rent collected will exceed the costs of building operation.

Oversight/Project Responsibility:

Chief Keith McPheeters, Casper Police Department

Attachments:

Resolution to Purchase

Resolution to Lease

Executive Summary Police Facility Design Group

INTRODUCTION

The scope of service as stated in the RFP issued on October 10, 2018 is as follows:

The Scope of Services required includes evaluating the current conditions and anticipated needs of both the Police Department and the Fire-EMS Administration and Station No. 1. Consultants are to ultimately provide the assessment and practicality for potential options for both departments. The options to be studied and presented for each department are: 1) remain in the municipal campus setting and provide additions/remodels to current locations; 2) relocate the departments to new sites within proximities appropriate for the utmost functionality; and 3) a combination of one department or the other remaining within the municipal campus while relocating one department or the other to a new location.

The study report document is provided in two volumes 1 - contained herein – covers the entirety of the work scope involving the Police Department and Courts. Volume 2 covers the entirety of the work scope pertains to the Fire Department and EMS.

Primary activities and objectives of the Needs Study are as follows:

- Define current personnel, activities, and support functions.
- Document projected staffing increases.
- Determine current and future facility space requirements.
- Determine operational relationships of the personnel, activity, and support spaces.
- Develop site requirements.
- Determine the minimum site requirements necessary to develop a new facility
- Analyze sites that have been identified for possible project development.

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- Perform an evaluation of the existing facility's capacity to meet current and future needs of the Police and Courts.
- Perform an evaluation of other properties with existing building structures for development to meet the needs of the Police and Courts.
- Estimate building and site development construction costs for identified development scenarios and compare and contrast both, strengths and weaknesses of each development scenario and project costs.

STUDY PROCESS

The study process began with on-site meetings on April 9th – 11th, 2019 with James Estes and JoLaina Greenhagen of Police Facility Design Group, and managers and personnel of the Casper Police Department and Courts. Information-gathering meetings provided an understanding of present and future department functions. Discussions with department representatives focused on how they currently operate, and how they could operate more efficiently without consideration for the way they currently operate under the constraints imposed by their existing building. To assist the architects in developing a facility program, one aspect of the meetings catalogued current budgeted personnel, and looked at the accessory support space they need to conduct routine operations. A tour of the existing facilities was conducted to support documentation of deficient conditions and typical usage of current space.

The following outlines the details of the process, which resulted in the final outcome documented in this report:

- Meetings were conducted in group interview format. This provided the insight into what makes these specific departments unique, and how the law enforcement in the region is evolving. This is followed by a similar discussion

pertaining to each department and how the issues they face are impacted by their facility. Department personnel are asked to think beyond the envelope of how they currently operate, focusing on how they should operate if not for the constraints of deficient space. Understanding these factors, blended with the understanding of traditional law enforcement space needs, allows the development of a building program specifically tailored to the needs of Casper Police Department and Court personnel.

- Development of a list of optimal functional elements for current needs, through meetings and/or surveys with department administrators, provided a breakdown of the proposed building into each distinct element. (Functional elements are comprised of personnel, activities, and accessory support space. The list includes each distinct function, which in the design phase will become a room or space). Utilizing department personnel input, these elements are increased where necessary to meet the anticipated future needs.
- Utilizing PFDG's database developed from nearly 300 similar facilities around the country, space is established for each functional element based upon space standards necessary to accommodate specific operations. This method brings credibility to the establishment of the building size (which directly affects construction costs), and provides the highest level of assurance that the facilities will be useful at building occupancy, and for an acceptable time period in the future.
- Optimal internal adjacencies, or spatial relationships, between personnel, activities, and corresponding support functions are developed with the assistance of department

personnel and reflected in the preliminary plan layout. Input to the architects through this process allows Casper personnel the opportunity to influence how the building will ultimately be designed to meet their department's specific operational needs.

- Develop alternative building configurations to establish probable building footprints. Establish parking and other site use elements. Develop site density usage to determine the minimum and maximum site area requirement for building development.
- Identify the various scenarios for developing facilities that will support the programmatic requirements. These include; new facility construction, modification and reuse of the existing facilities, and potential use of existing buildings on identified properties.
- Estimate construction costs to develop facilities for each scenario. Estimates are derived by applying current square footage and unit costs for police and court facilities built around the country, adjusted to the Casper region. PFDG maintains a cost database compiled from new facilities planned by PFDG and buildings planned by others. Utilizing typical square footage costs ensures that the building construction budget is sufficient without being overly ambitious.

Personnel Growth Accommodation

While well designed public safety buildings can be renovated to support future growth of the occupying department, the fortified nature of the building's construction, along with the distributed placement of future staff throughout the building, makes renovation and expansion of the building to accommodate personnel growth in a department extremely costly. Like public safety departments all over the country, Casper elected to plan for a building that will support 20-years of staff growth. This 20-year planning period reflects the point at which the building would – theoretically – be a perfect fit for the Casper Police Department, though the building may effectively support the department's space needs for many years after that period without significant expansion, based on how the City of Casper and the Department actually grow.

Given that the number of personnel in the department is the primary determinant of the space requirement, a properly sized building requires projecting the appropriate number of personnel who will occupy the building. Architects worked with public safety managers in ascertaining likely personnel growth in the department over the next 20-years. These discussions were informed by current City of Casper population estimates, US census information and historical population increase rates over the last several decades. Current personnel counts were adjusted to reflect understood increases in staffing that should occur in the short term. The department personnel increase forecasted to the future reflects an understanding that the level of service to the citizens of Casper should be maintained.

DEPARTMENT DIVISION	2019 PERSONNEL	2039 PERSONNEL
Administration	6	9
Support Services	13	22
Evidence & Property	3	4
Communications	21	27
Investigations	17	25
Patrol	91	118
POLICE PERSONNEL TOTALS	151	205
Court	10	18

National Space Standards

Once all personnel, activities, and support functions were identified through group meetings, square footage was assigned to each element. A determination of space for each element can be very subjective. Therefore, accurately assigning the appropriate amount of space is based upon area derived from a database of previously designed facilities and tailored to fit the way the Casper Police Department and Court needs to operate. One component factored into the determination of space assigned to a specific Functional Element is the use of planning standards for public safety facilities. This can come in many forms but is primarily related to the size of a workstation, seating, or table requirement to perform a task, or multiple tasks within the functional element. It can also be a standard for a room size based on the area required to perform a known set of tasks. Application of space standards protects against overbuilding or premature obsolescence from providing a space of insufficient size.

SPACE NEEDS PROGRAMMING

A summary of the space needs requirements for the Casper Police Department and Court is listed in the table below.

DIVISION	2019 SPACE	2039 SPACE
Administration	1,790	2,340
Support Services	6,395	7,540
Evidence & Property	3,405	3,860
Communications	2,850	3,855
Investigations Division	4,890	5,740
Patrol Division	4,070	4,740
Detainee Intv./ Interrog.	2,270	2,270
General Building Support	10,880	12,881
Subtotal (Net Area)	36,550	43,226
Accessory Space	1,097	1,297
Circulation Space	10,165	12,021
Walls & Unusable Space	4,303	5,089
Police Building Total	52,114	61,633
Court	6,015	7,365
Accessory Space	180	221
Circulation Space	1,549	1,896
Walls & Unusable Space	697	853
Court Building Total	8,441	10,336
Fleet Garage	6,050	6,050
Range/ Training	6,345	6,345
Walls & Unusable Space	1,116	1,116
Fleet Garage & Training	13,511	13,511
TOTAL	74,066	85,479

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SITE DEVELOPMENT SCENARIOS

With the establishment of the space need program above, the focus of the report turns to identifying and evaluating development scenarios that provide the best outcome for designing and constructing facilities that meet the programmed space and provide the best long-term value.

Four development scenarios were identified. They include, 1) Reuse of the existing Hall of Justice by renovating existing space and expanding the floor space by constructing a new addition, attached to, and/or immediately adjacent the current structure; 2) a building of new construction on a clean site to be identified; 3) renovate and expand the former Sears space in the East Ridge Mall; and, 4) renovate and expand the former Star-Tribune building.

The cost estimates associated with each development scenario reflect building and site construction cost today for comparison. Other project costs for design and engineering, FF&E, and future escalation require consideration.

Option 1, Hall of Justice. Evaluating the Hall of Justice also included consideration of Police use space in other structures in close proximity to the Hall of Justice. These "other" buildings are the City Center Building and the Market Street Garage and Storage Building. Public safety departments the size of Casper recognize that dispersing staff across multiple buildings is operationally inefficient. The remedy for addressing this deficiency is, typically, to construct buildings that house all staff under a single roof. This is especially true for the Administrative, Support Services, and Investigations Divisions, including all storage needs these divisions require. For this reason, a long-term solution that includes the continuing use of the Hall of Justice necessitates the abandonment of the City Center and Market Street buildings, and

moving their functions into the renovated Hall of Justice.

Any renovation and expansion to the Hall of Justice assumes that the County would agree to the plan. Casper Police currently occupy about 22,000 square feet of space that could reliably be considered for their continued use. Given this relatively small percentage of the area requirement of the programmed space need, a new construction addition would make up a significant portion of the overall project.

Construction of any attached structure to an existing structure carries additional risk with regard to construction conditions that are difficult to predict prior to the occurrence of actual construction. This means costs can be harder to estimate early and the risk of Change Orders increases. Minimizing the impact on ongoing operations in the existing building while construction occurs immediately adjacent is also challenging to both operations and construction. How contractors react in their pricing to this added complexity is also difficult to predict in preliminary estimates.

Opting to advance the Hall of Justice development scenario carries with it many hurdles to bringing the existing space up to meet the requirements of current codes and ADA requirements. Yet the greatest challenge with Option 1 involves the identification of sufficient site area immediately adjacent that will support the required footprint addition. After considering the potential for street closures to accommodate the added footprint and determining the undesirable nature of this, combined with extensive costs associated with utility relocation, our evaluation determined that if an expansion to the Hall of Justice was the preferred development scenario to advance, the most reasonable option to put forth would be the placement of it on the current County parking lot to the immediate south of the Hall of Justice.

The proposal developed under this option would be the

development of a basement level parking garage with two floors built over it. This garage would replace County parking lost to the building footprint built upon it. The two floors of Police and Courts space built above the basement garage would meet the programmed space need.

The only probable solution to this option, when paired with the basement garage parking to replace the existing County parking results in new construction of square footage nearly identical to that of a new building on an unidentified site, in addition to the renovated space in the existing Hall of Justice.

Even with the County parking lot, the site area is less than two acres and relies on the current parking lot across the street for police vehicles. Even with a new building addition, the current parking situation is not addressed and remains inadequate.

Hall of Justice Cost:

Renovated Space	\$ 5,387,520
New Addition	\$28,806,163
Site Development	<u>\$ 962,000</u>
Total Construction Cost	\$35,155,683

Acquisition Cost	\$ 0
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Option 2, new construction on an unidentified site. New facilities are the most predictable with regard to meeting an expected outcome while maintaining an established budget. Starting with a clean slate is the best way to ensure that all planning objectives can be met as there are few if any existing impediments to impact the goals. Our planning for new facilities is based on planning standards for police facilities built around the Country, tailored to Casper's specific needs. This ensures credible planning solutions with regard to space, quality, and cost.

While our planning proposal for new construction is based on an

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actual site centrally located in Casper, this option could be developed on most any desired property of approximately eight acres in Casper. Our planning for new construction on eight acres affords design flexibility of the building structure, sufficient parking with designated and secure parking for Police fleet vehicles, and room for expansion beyond the needs of the 20-year planning period. New construction on a sufficient site will serve not only the Casper Community today, but for the next generation to come.

New Construction:

Renovated Space	\$ 0
New Space	\$33,007,175
Site Development	<u>\$ 2,478,920</u>
Total Construction Cost	\$35,486,095

Acquisition Cost (Undetermined)

Option 3, former Sears space, East Ridge Mall. The former Sears space consists of approximately 70,000 square feet of enclosed space on one level. The interior is relatively open and unobstructed which would minimize demolition cost prior to renovating the interior. The requirement for new expanded space is relatively small at about 15,000 square feet. The site area the shopping center will commit to dedicating to the City project is relatively undetermined, but the potential for space is more than sufficient to meet the programmed requirement. Most of this site area is currently constructed as parking and most of it would be used for parking in the public safety project.

While our evaluation has determined that there is an opportunity for construction cost savings versus new construction there are serious concerns. Chief among these concerns is the party wall the Police Department would share with an unknown neighbor in the adjacent mall space. Additionally, the mall is designed as retail space and is intended to move large numbers of both pedestrians

and vehicles through it and around it. Sound security planning for public safety facilities intends to control and minimize traffic around the building and is in opposition to this style of planning use.

The design of this space to serve a large retail tenant results in a high floor to deck ratio when compared to most public safety buildings. At approximately 22 feet for the former Sears space, this compares to a height of about 14 feet for most police buildings. The taller space results in a much greater volume of space within the building insulation envelop and would result in substantially higher energy costs year after year.

As stated prior, our evaluation concludes that there is an opportunity to see construction cost savings in renovating and expanding this space. But this savings may be decreased or even eliminated depending on a final agreed upon sales price.

East Ridge Mall:

Renovated Space	\$19,663,920
New Addition	\$ 5,047,830
Site Development	\$ 2,642,000
Total Construction Cost	\$27,353,750

Acquisition Cost (TBD, Est. 3-8 million)

Option 4, Star-Tribune Building. The existing building structure consists of approximately 47,000 square feet and will require a new building addition of 38,000 square feet to meet the programmed need. The building itself is complex and cut up in its massing and may create difficulties in efficiently using space. The new addition to the existing building would be required to be a two-story space and, again, does not lend itself to working well with the odd shaping of the existing structure.

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The current star-Tribune site area is just over 4 acres. The existing programmed space requirement including building and parking fit on the existing site but are extremely tight. The railroad tracks and potential for a hazardous chemical spill merely feet behind the building represent a threat to a 24/7 critical use building operation such as that of a police building. Additionally, the building sits at an undesirable location for a public safety building being at the end of a dead-end road.

When the acquisition cost of the property is factored in along with the prudent long-term need to acquire some additional acreage for future needs, the final project costs are similar to that of new construction.

Star-Tribune Building:

Renovated Space	\$15,261,439
New Addition	\$15,017,220
Site Development	<u>\$ 1,642,000</u>
Total Construction Cost	\$31,920,659

Acquisition Cost (TBD, Est. 2.8 million)*

*Does not include additional adjacent properties desired

SUMMARY CONCLUSION

Deficiencies in the current facilities are readily apparent with the most obvious being a severe shortage of space to conduct routine public safety operations. The Department currently occupies approximately 40,000 square feet of space in three different buildings, plus space on a long-term lease for Communications. This is just over one-half of the space the Department needs today, and less than half the space (46%) they will need in 20-years. Given the space is not in one single building makes the space shortage

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and operational efficiencies even worse.

Further issues relate to the age and condition of the existing facilities, ADA and code deficiencies, and security weaknesses. The existing facility and site do not appear to be a viable candidate for long-term police department and court usage as it cannot support parking needs and long-term future growth. The expense, as well as the impact to ongoing law enforcement operations, to correct deferred maintenance issues and to marginally address space issues does not appear to be a prudent investment of public funds. These issues are further complicated due to a lack of total control over the building environment given County ownership of the building.

Making a determination as to the feasibility for renovating any building assumes the building to be renovated can be made to perform functionally on par with that of a new building, and how the cost to do so compares to that of new construction. Each of the three identified renovation scenarios can be compared to the scenario involving new construction for comparison.

Without designing final plan layouts for each renovation scenario, we did develop detailed cost estimates for each based on our extensive experience with this building type. Given our attention to ensuring that we adequately covered all costs we would anticipate, it must be acknowledged that renovation projects are, and will, always be riskier to predict what construction costs will actually be when contractors bid the work. This is because they have to assess the cost risks they face when performing work on and around ongoing business operations of the police department, delays associated with phased projects, and uncovering unforeseen conditions once they "tear" into the project.

Given the greater uncertainty of predicting costs associated with

renovation projects, the lower predictability with regard to maximizing the functional outcome of same due to the impact of existing facility constraints on the design, we believe new facility construction is likely to result in the best long-term value and would recommend it as the best investment if constructed on a site of eight or more acres.

Of the renovation/ expansion scenarios, the East Ridge Mall represents the best opportunity for success of these. It presents a building envelop configuration that would appear to readily support the placement of the programmed space in an efficient manner. We can predict with a good degree of accuracy what systems will need to be replaced and their cost. And our best detailed estimates reflect a significant enough savings that even if we encounter construction conditions that require unforeseen expenditures, the overall project will still result in cost savings. But this savings does come with a security compromise given the party wall, surrounding traffic, and open access all around the building exterior.

We believe the Star-Tribune Building is not a good candidate for consideration. While we like its overall location in the community, the railroad tracks and dead-end street give us cause for concern. Making a substantial investment in such a small site that will not support future expansions, requires the acquisition of neighboring properties to be viable for long-term value. And we think the existing building configuration and structure lends difficulty towards achieving a successful design outcome.

We do not believe the existing Hall of Justice is worthy of further consideration for continuing use for police operations. The existing space is poor and would be expensive to bring up to standard. The separate buildings concept should be abandoned. The resulting development of this option would be the equivalent of building a totally new building in an area where the land to

support it is not available, and the location is difficult to construct upon.

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PURCHASE AND SALE AGREEMENT

Between

Wyoming Financial Properties, Inc., Seller

and

The City of Casper, Wyoming, Purchaser

dated as of

April 29, 2022.

This **PURCHASE AND SALE AGREEMENT** (this “**Agreement**”), dated as of April 29, 2022, (the “**Effective Date**”, is entered into between Wyoming Financial Properties, Inc., qualified to do business in the State of Wyoming, having an address at 400 E 1st Street, Ste. 314, Casper, Wyoming, 82609 (Seller), and The City of Casper, Wyoming, a municipal corporation in the State of Wyoming, having an address at 200 North David Street, Casper, Wyoming 82601 (Purchaser).

Mountain West Technologies Corporation (“MWT”) is a Wyoming corporation which is related to the seller and has been a longstanding tenant of the Seller which cannot move its network operation center and data programming center area immediately; MWT shall be considered an auxiliary party with obligations herein as well as obligations within lease(s) between MWT and the Purchaser.

WITNESSETH

The parties hereto, for themselves, and their respective successors and assigns, for Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, hereby covenant as follows:

ARTICLE I

DEFINITIONS

“Agreement” has the meaning set forth in the Preamble.

“Appurtenances” has the meaning set forth in Section 2.01(b).

“Business Day” has the meaning set forth in Section 13.04.

“Closing” has the meaning set forth in Section 5.01.

“Closing Date” has the meaning set forth in Section 5.01.

“Holiday” has the meaning set forth in Section 13.04.

“Improvements” has the meaning set forth in Section 2.01(c).

“Personal Property” has the meaning set forth in Section 2.01(d).

“Property” has the meaning set forth in Section 2.01.

“Purchase Price” has the meaning set forth in Section 3.01.

“Purchaser” has the meaning set forth in the Preamble to this Agreement.

“Real Property” has the meaning set forth in Section 2.01(a).

“Seller” has the meaning set forth in the Preamble to this Agreement.

“Title Company” has the meaning set forth in Section 4.01(a).

“Title Documents” has the meaning set forth in Section 4.01(a).

“Title Insurance Policy” has the meaning set forth in Section 6.01(a).

“Title Report” has the meaning set forth in Section 4.01(a).

ARTICLE II

PURCHASE AND SALE

Section 2.01 The Property. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller in accordance with the terms and conditions of this Agreement, all of the following (collectively referred to as the “Property”):

(a) The “**Real Property**”, including all right, title and interest therein, whose street address is generally known as 123 West First Street, Casper, Wyoming 82601, (which includes the office building and parking garage) and more particularly described in Exhibit 1, attached hereto and by reference made part of this Agreement.

(b) All rights, privileges, **easements** and rights of way appurtenant to said Real Property, including without limitation, all mineral, oil and gas and other subsurface rights, development rights, air right and water rights, except as are limited by easements of record and tenant leases which have not expired (collectively, the “**Appurtenances**”).

(c) All improvements and fixtures located on the Real Property, including, without limitation: (i) all structures and/or apparatuses or equipment affixed to the Real Property, except as listed on Exhibit 2, attached hereto and by reference made part of this Agreement; (ii) all apparatus, equipment and appliances used in connection with the operation or occupancy of the Real Property; and (iii) all facilities used to provide any services to the Real Property and/or the

structures affixed thereto and business appurtenances thereon (collectively, the "Improvements"). Notwithstanding the foregoing, the *Rooftop Lease Agreement* between Wyoming Financial Properties, Inc., and WWC Holding Co., Inc., (a.k.a., the AT&T Lease) dated July 28, 2003, shall be assigned to the Purchaser with ten days of Closing.

(d) All tangible personal property located on and used in connection with the Real Property or the Improvements (excluding the personal property of Mountain West Technologies Incorporated (hereafter "MWT"), including, but not limited to, the items referenced in Exhibit 3 (MWT's personal property)).

(e) All rights, warranties, guarantees, utility contracts, approvals (governmental or otherwise), permits, certificates of occupancy, surveys, plans and specifications, copyrights, and any **agreements**, covenants or indemnifications that Seller received from a third-party, including any prior owner, and relating to the Real Property, Appurtenances or Improvements (collectively, the "**Intangible Property**").

f) All rights, title and interest of Seller in and to those certain leases, lease amendments, guarantees, exhibits, addenda and riders thereto and any other documents creating a possessory interest in the Real Property or Improvements thereto.

ARTICLE III

PURCHASE PRICE AND DEPOSIT

Section 3.01 Consideration. Purchaser shall pay the Seller the sum of Eight Million and 00/100 Dollars (\$8,000,000.00) (the monetary consideration) to Seller.

Section 3.02 Payment of the Monetary Consideration.

(a) Purchaser shall pay the monetary consideration as follows:

(i) The sum of Eight Million and 00/100 Dollars (\$8,000,000.00) by check or wire transfer made payable to Seller.

(b) Purchaser shall provide other consideration as follows:

(i) Due to the placement of "Network Operations Center" of MWT currently, the Purchaser agrees to lease the network operations center in the basement area of the office building, generally known as the NOC, to MWT. The particular terms of the agreement with MWT for such lease will be controlled by a lease between MWT and Purchaser.

(ii) MWT shall have use and access to of a portion of the fourth floor of the office building for regularly scheduled maintenance and for emergency maintenance (both requiring a City employee escort). The portion of the fourth floor available for data storage use is depicted in Exhibit 4, attached hereto and by reference made part of this Agreement.

(iii) MWT, is currently working to establish other locations for its NOC and data processing operation; subsequent leases, if any, will be required to negotiate the lease terms with the then seated Casper City Council for any additional lease terms.

(iv) MWT has occupied portions of the property for over a decade, its leasehold interest(s) are "as is."

(c) This Agreement is made upon the express condition that the Purchaser shall be free from all liabilities and claims for damages and/or lawsuits for, or by reason of, any injury, death, or loss to any person or property or from any cause or causes whatsoever, while the Seller and/or MWT are in possession of the Real Property or any part thereof, or occasioned by any occupancy or use of said premises, or any activity carried on, or under the direction of MWT and/or the Seller in connection therewith.

Seller and auxiliary party agree that they will protect, indemnify, and hold the Buyer harmless from and for all liabilities, costs, losses, expenses, suits, claims, damages, and attorney fees resulting from all injuries, death, or loss however occurring on the Real Property while in the possession of the Seller and/or auxiliary party. Seller further agrees to defend the Purchaser in any action or actions which arise from such injury, death, or loss in the event a claim is made against Purchaser and/or the Purchaser is named as a defendant in a lawsuit.

This indemnification shall survive, and be enforceable, by the Purchaser after the closing of this transaction and the taking of possession of the Real Property by the Purchaser.

ARTICLE IV

PROPERTY INFORMATION

Section 4.01 Within ten (10) days following the execution of this **Agreement** by Purchaser, Seller shall deliver, cause to be delivered, or make available to Purchaser the following documents, if Seller has or can obtain the same: (collectively, the "**Materials**"):

(a) Preliminary Title Report. A current preliminary title report covering the real property (the "**Title Commitment**", is issued by Rocky Mountain Title Company of Casper, Wyoming (the "**title company**"), together with copies of all documents referred to as exceptions therein (the "**title documents**" and together with the Title Commitment, collectively the "**Title Report.**" The Seller will order the Title Commitment and the Purchaser pays for the policy.

(b) Survey. Any survey of the Real Property of which the Seller has possession.

(c) Plans and Specifications. Copies of all working drawings and as-built plans and specifications for the Structures' Construction and Improvements in Seller's possession or of which Seller has actual knowledge.

(d) Reports. Copies of all environmental reports prepared by third parties, all engineering reports, soil reports and other professional reports or surveys of the Property within Seller's possession of or which Seller has actual knowledge.

(e) Permits. Copies of all governmental permits, certificates of occupancy and approvals, in each case regarding the Property.

(f) Leases and Contracts. Copies of the Leases and Service Contracts and the standard form of lease used by Seller for the Property listed as Exhibit 5.

(g) Tax Assessment. A copy of the property tax assessment and the tax bills with respect to the Property for the prior two tax years and to the current tax year. Property taxes are to be paid through the date of closing by the Seller.

(h) All warranties (including, without limitation, any roof warranty), guarantees and indemnities for the Property, together with any work orders for the twenty-four (24) months preceding this **Agreement** relating to expenses at the Property such as security, landscaping, etc.

(i) All utility bills for the Property for the twelve (12) months preceding this **Agreement**. All to be paid by the Seller through the date of closing.

(j) Seller's insurance certificates and an insurance loss claims history for the three (3) years preceding this **Agreement**.

(k) Tenant leases or agreements and written confirmation of those tenants that have agreed to vacate the property.

(l) Seller acknowledges and agrees that it has disclosed to Purchaser all known material defects, hazards, engineering faults, or the degradation of systems, structures, or other critical elements or functions of the property including those which would constitute an actual or perceived threat to the long-term viability of the property as an efficient and safe workplace.

Section 4.02 Other Information. Seller shall promptly and in good faith, comply with any reasonable request by Purchaser, for: (a) any updates to the information or documents described in Section 4.01 above; (b) any document, within Seller's possession, pertaining to the Property, although not included within the documents described in Section 4.01 above; or (c) any information within Seller's knowledge pertaining to the Property.

Section 4.03 Property Investigation Period. Purchaser had a reasonable time to finalize its review of all of the information provided by Seller and the Property (including conducting such tests, studies, surveys and/or other physical inspections of the Property as Purchaser deems necessary or appropriate) and all information relating thereto (including the Materials), and is satisfied with results thereof, and ready for Closing.

Section 4.04 Purchaser's Access. At any time prior to the Closing, Purchaser and its agents, employees, consultants, inspectors, appraisers, engineers and contractors (collectively, "**Purchaser's Representatives**") shall have the right to enter upon and pass through the Property during daylight hours to examine and inspect the same, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property.

ARTICLE V

CLOSING

Section 5.01 Closing; Closing Date. The closing of the transaction contemplated hereby (the "**Closing**") shall occur no later than at 1:00 p.m. MDT on April 29, 2022, in accordance with the terms and conditions of this **Agreement**, at the offices of Rocky Mountain Title Company. Notwithstanding the foregoing, the Initial Scheduled Closing Date may be accelerated to a date mutually agreeable to both Purchaser and Seller.

ARTICLE VI

TITLE MATTERS AND REVIEW

Section 6.01 Title.

(a) The parties acknowledge that Purchaser will order on the last date the Sellers materials can be provided pursuant to Section 4.01 the: (i) Title Report; the Title Company shall issue to Purchaser, and Purchaser shall accept (at Purchaser's expense), without payment of an extraordinary premium, an ALTA standard owner's title policy, with coverage in an amount not more than three times the **Purchase Price**, insuring that the entire fee simple title to the Property is vested in Purchaser, subject only to the Permitted Exceptions (the "**Title Insurance Policy**")

(b) The Property shall be sold, assigned and conveyed by Seller to Purchaser by warranty deed, and Purchaser shall accept and assume same, subject to the agreements between the Parties as stated herein and subject to the following matters (collectively, the "**Permitted Exceptions**"):

(i) All real estate taxes and utility charges have been paid and brought current by Seller.

(ii) All applicable statutes, laws, ordinances, rules, regulations, requirements and codes, including, without limitation, those regarding zoning, building, landmark designation, fire, health, safety, zoning, environmental, subdivision, water quality,

sanitation controls and the Americans with Disabilities Act (“**Laws**”) of all federal, state, county, city, municipal and/or other governmental departments and authorities (separately and collectively, the “**Authorities**”) having jurisdiction over, against or affecting the Property on the Closing Date, provided such Laws are not violated by the Property as it exists on the Effective Date and on the Closing Date.

(iii) Rights, if any, relating to the construction and maintenance in connection with any utility wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property, provided none of the foregoing prohibit or interfere with the maintenance and operation of any building or structure or structures now on the Property and/or render title unmarketable.

(iv) Rights and interests held by Renters/Tenants, except MWT, as tenants only, as Short-Term (tenants – no greater than one (1) year).

(v) All violations of building, fire, sanitary, environmental, housing and similar Laws and Regulations whether or not noted or issued at the date hereof or as of the Closing Date (collectively, “**Property Violations**”).

(vi) Minor variations between tax lot lines and lines of record title.

(vii) The standard conditions and exceptions to title contained in the form of title policy or “marked-up” title commitment issued to Purchaser by the Title Company.

(viii) Any lien or encumbrance (including, without limitation, any mechanic’s lien and materialmen’s lien) the removal of which is the sole obligation of a Seller to remove and discharge in full.

(ix) Any liens, encumbrances or other title exceptions approved or waived by Purchaser as provided in this **Agreement**.

(x) Any other matter which the Title Company may raise as an exception to title, provided the Title Company will insure against collection or enforcement of same out of the Property (for both Purchaser and Purchaser’s third-party grantee) without additional cost to Purchaser, and/or that no prohibition of the present use or maintenance of the Property will result therefrom, as may be applicable.

Section 6.02 Seller Unable to Convey.

(a) Seller shall use its best efforts to eliminate all Title Objections by the Closing Date.

(i) If Seller is unable to eliminate any Title Objection by the Closing Date (in which event the provisions of Section 6.02 shall apply), Seller shall provide written notice of same to Purchaser and then, unless the same is waived by Purchaser in writing, in its sole and absolute discretion, Purchaser may: accept the Property subject to such Title Objection(s) with no adjustment to the **Purchase Price**, in which event: (A) such Title Objection shall

be deemed to be, for all purposes, a Permitted Exception; (B) Purchaser shall close hereunder notwithstanding the existence of same; and (C) Seller shall have no obligations whatsoever after the Closing Date with respect to Seller's failure to cause such Title Objection to be eliminated; or absent a waiver in writing by Purchaser, Purchaser may terminate this **Agreement** upon notice to Seller.

(ii) If this **Agreement** shall terminate neither Party hereto shall have any further rights or obligations hereunder other than those, if any, which are expressly provided to survive the termination hereof.

Section 6.03 Unpaid Taxes, Assessments and Charges. The amount of any unpaid taxes, assessments and utility charges which Seller is obligated to pay and discharge may, at the option of Purchaser, be paid by Purchaser out of the balance of the **Purchase Price**, including any interest and penalties thereon figured to said date.

Section 6.04 Liens and Other Encumbrances. Notwithstanding anything to the contrary contained in this Article VII, if the Property shall, at the time of the Closing, be subject to any liens (such as for judgments, mechanics liens or impounds), encumbrances or other title exceptions which would be grounds for Purchaser to object to title hereunder, the same shall not be deemed a Title Objection provided that, at the time of the Closing, either: (a) Seller delivers funds at the Closing in the amount required to satisfy the same with an additional ten percent (10%) to be left in escrow to assure no such liens or claims will impair the purchaser's title, and delivers to Purchaser and/or the Title Company at the Closing, instruments in recordable form (and otherwise in form reasonably satisfactory to the Title Company in order to omit same as an exception to its Title Insurance Policy) sufficient to satisfy and discharge of record such liens and encumbrances together with the cost of recording or filing such instruments.

Section 6.05 Judgment Affidavit. If the Title Commitment, including any update thereto, discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of Seller, on request Seller shall deliver to the Title Company affidavits showing that such judgments, bankruptcies or other returns are not against Seller in order to request the Title Company to omit exceptions with respect to such judgments, bankruptcies or other returns or to insure over same.

Section 6.06 Other Affidavits or Documents. Upon request by Purchaser, Seller shall deliver any such affidavits and documentary evidence as are reasonably required by the Title Company and customarily delivered by sellers in order to issue the Title Insurance Policy to Purchaser free and clear of matters other than the Permitted Exceptions.

ARTICLE VII

CLOSING DELIVERIES

Section 7.01 Seller's Closing Deliverables. On the Closing Date, Seller shall deliver or cause to be delivered all of the following to Purchaser, unless previously provided and except as otherwise specified:

(a) One (1) original warranty deed (the "Deed") executed by Seller and acknowledged, and in recordable form, conveying to Purchaser the Real Property, Improvements and Appurtenances, subject only to the Permitted Exceptions;

(b) One (1) original affidavit executed by Seller and stating its taxpayer identification number for federal income tax purposes and that Seller is not a foreign person within the meaning of Section 1445, et. seq. of the Internal Revenue Code (the "**FIRPTA Certificate**");

(c) Originals or, if originals are not in the possession or control of the Seller, copies of all Leases and Assumed Contracts, together with all correspondence related thereto in Seller's possession or under Seller's control;

(d) Originals or, if originals are not in the possession or control of the Seller, copies of all books and records relating to the operation of the Property and maintained by Seller during Seller's ownership thereof, to the extent same are in Seller's possession or under Seller's control;

(e) Originals, or if originals are not in the possession or control of the Seller, copies of all permits and licenses related to the Property, to the extent same are in Seller's possession or under Seller's control;

(f) Duplicates of all keys, key cards, combinations and codes relating to the operation of the Property.

(g) Such documents, affidavits and indemnities required by Section 7.01 to permit the Title Company to deliver the Title Insurance Policy;

(h) A copy of MWT's liability and casualty policies showing the City is named as an additional insured.

(i) All other documents reasonably necessary or otherwise required by the Title Company to consummate the transactions contemplated by this **Agreement**, including, without limitation, such evidence or documents as may be reasonably required by the Title Company relating to and sufficient to delete any exceptions for: (i) mechanics' or materialmen's liens; and (ii) parties in possession.

Section 7.02 Purchaser's Closing Deliverables. On the Closing Date, Purchaser shall deliver or cause to be delivered to Seller the following:

- (a) A certified check made payable to Seller or wire transfer.
- (b) A resolution of the Casper City Council authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder;
- (c) Such evidence as the Title Company may require as to the authority of the person or persons executing documents on behalf of Purchaser;
- (d) Two (2) original Closing Statements; and
- (e) All other documents reasonably necessary or otherwise required by the Title Company to consummate the transactions contemplated by this **Agreement**.

Section 7.03 Additional Signatures. Both Parties agree to execute all additional documents as are necessary to fulfill the terms and agreements of the Parties herein.

ARTICLE VIII

CLOSING COSTS

Section 8.01 Seller's Closing Costs. Seller shall pay the following costs and expenses in connection with the transaction contemplated by this **Agreement**:

- (a) All recording fees for releasing any liens on the Property Seller is obligated to remove hereunder;
- (b) Seller's Professional fees, if any;
- (c) Any and all costs incurred by Seller in connection with the preparation, review and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' fees or consultancy fees;
- (d) The cost of the title report;
- (e) One half of the cost of the Title Company's Closing Fee.

Section 8.02 Purchaser's Closing Costs. Purchaser shall pay the following costs and expenses in connection with the transaction contemplated by this **Agreement**:

- (a) Recording fees for the recording of the Deed;
- (b) The cost of the Title Insurance Policy;

(c) Any and all costs incurred by Purchaser in connection with the preparation, review and negotiation of this **Agreement** and the transactions and the Closing contemplated by this **Agreement**, including any expenses associated with Purchaser's investigation of the Property, and any attorney's or consultancy fees.

(d) One half of the Title Company's Closing Fee.

ARTICLE IX

SELLER'S COVENANTS

Section 9.01 Seller's Covenants. Seller covenants that:

(a) During the period from the date hereof until the Closing Date, Seller shall:

(i) maintain in full force and effect the insurance policies currently in effect with respect to the Property (or replacements continuing similar coverage) ;

(ii) operate and manage the Property in a manner consistent in all material respects with past practice and perform its obligations under Service Contracts and other **agreements** of Seller relating to the Property in all material respects;

(iii) promptly deliver to Purchaser copies of all written notices of Violations and promptly notify Purchaser of all judgments, claims and litigation affecting Seller or any part of the Property;

(iv) promptly notify Purchaser of the institution of any litigation, arbitration, administrative hearing before any court or governmental agency concerning or affecting the Seller, and/or the Property and of any such proceedings which are to Seller's knowledge threatened after the date hereof;

(v) promptly after the delivery or receipt thereof, deliver to Purchaser copies of all notices concerning Seller or the Property, which relate to the Assumed Contracts, releases of Hazardous Materials affecting the Property or any actual or threatened condemnation of the Property or any portion thereof given by or on behalf of any Federal, state or local agency, and copies of all other correspondence sent, filed, served on or received by Seller from any federal, state or local agency affecting the Property from and after the Effective Date;

(vi) not settle or compromise or agree to any settlement or compromise of any insurance or condemnation claim or award without the prior written consent of Purchaser, which may be granted or withheld in Purchaser's sole and absolute discretion except in the case of an emergency; and

(vii) pay all utility, tax and other charges accrued through the date of Closing.

(viii) Whether by action or inaction not subject the Property to any additional liens, encumbrances, covenants or **easements**.

(ix) enter into any **agreement** which would require the consent of a third-party to consummate without the express and written authorization of the Purchaser;

(x) sell, transfer, encumber or change the status of title of all or any portion of the Property;

(xi) cancel, amend or modify any certificate, approval, license or permit held by Seller with respect to the Property or any part thereof which would be binding upon Purchaser after the Closing without the express and written authorization of the Purchaser;

(xii) take any action in respect of any litigation or proceeding in respect of the Property which shall have a material adverse effect on the Property; provided, however, nothing shall preclude Seller from filing appropriate pleadings prior to the answer date or pursuant to an order of the court or administrative body. In the event Seller shall take any action in respect of any litigation or proceeding in respect of the Property, Seller shall indemnify and hold harmless Purchaser from and against any and all loss, liabilities, costs, damages, expenses, assessments, penalties (including without limitation, attorneys' fees) incurred by Purchaser as a result of any such litigation or proceeding. The foregoing indemnity shall survive the Closing without any restriction or limitation.

(b) From and after the Date, Seller shall not make any capital improvements or alterations or changes to the Property except those necessary for routine maintenance and those necessary to prevent loss of life, personal injury or property damage in emergency situations, without the express or written authorization of the Purchaser.

(c) On or before the Closing Date, Seller shall, at its sole cost and expense, modify (i) all Service Contracts, to disclose the date that it is no longer the owner.

(d) Seller shall cooperate and use all commercially reasonable efforts to property manager to cooperate with Purchaser to effectuate the transition of the Property, and its operation, in accordance with the agreements between the parties.

(e) At the Closing, the Property shall be free and clear of all liens, charges, encumbrances, mortgages, pledges, security interests, easements, agreements and other interests, adverse claims and title matters, except as otherwise provided in this Agreement.

(f) All contractors, suppliers and others who have performed services or labor or have supplied materials in connection with Seller's development, ownership or management of the Property have been or by Closing will be paid in full or arrangements reasonably satisfactory to Purchaser will be made for payment thereafter to the extent the same is not yet due or is being

contested in good faith, and all liens arising therefrom have been or by Closing will be satisfied and released or affirmatively insured over by the Title Company.

ARTICLE X

REPRESENTATIONS AND WARRANTIES

Section 10.01 Seller's Representations and Warranties.

The matters of Seller set forth herein constitute representations and warranties by Seller, made as of the date hereof, and which are now and except as otherwise permitted pursuant to the terms of this **Agreement**, shall continue to be true, complete and correct up to and including the Closing Date. Seller hereby covenants, represents and warrants that:

(a) All of the documents and information in the possession of Purchaser and required to be delivered to Purchaser as provided herein have been or will be so delivered without alteration or omission.

(b) Seller is a profit corporation duly formed and in good standing under the laws of the State of Wyoming, is qualified to conduct business in the State of Wyoming, and has the requisite power and authority to enter into and to perform the terms of this **Agreement**. Seller is not subject to any law, order, decree, restriction or **agreement** that prohibits or would be violated by this **Agreement** or the consummation of the transactions contemplated hereby. The execution and delivery of this **Agreement** and the consummation of the transaction contemplated hereby have been duly authorized by all requisite action of Seller. This **Agreement** constitutes, and each document and instrument contemplated hereby to be created and delivered by Seller, when executed and delivered, shall constitute the legal, valid, and binding obligation by Seller, enforceable against Seller in accordance with its respective terms (subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally).

(c) Seller has full right, power and authority to enter into and perform all of the obligations required of Seller under this **Agreement**, including, without limitation, transferring the Property to Purchaser without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties.

(d) Neither the execution, delivery and performance of this **Agreement**, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon Seller.

(e) Seller has good and marketable title in fee simple to the Property. The Property has not been assigned or conveyed to any party. Seller has the right to convey the Property pursuant to the terms of this **Agreement**. No Person (other than Purchaser pursuant to and contemplated by this **Agreement**) has a right to acquire any interest in the Property.

(f) There are no judgments presently outstanding and unsatisfied against Seller or the Property. Neither Seller nor the Property is involved in any litigation at law or in equity, or any other proceeding before any court, or by or before any governmental or administrative agency, whether relating to the transaction contemplated hereby or otherwise, and, to the best of Seller's knowledge, no such litigation or proceeding is threatened or pending but not yet served against Seller or the Property.

(g) Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this **Agreement**.

(h) Seller owns legal and beneficial title to all of the Improvements included in this sale, free and clear of all liens and encumbrances. True, correct and complete copies of all material contractors' or subcontractors' guarantees and warranties relating to the Improvements, and all material **agreements**, amendments, guarantees, side letters and other documents relating thereto, have been delivered to Purchaser by Seller.

(i) All installations, repairs, alterations or any other work done or being done on the property, and all fixtures included in the sale, have been paid in full.

(j) No assessments or special assessments for public improvements or otherwise have been levied or are now affecting the Property. Seller does not know of: (i) any pending or threatened special assessments affecting the Property; or (ii) any contemplated improvement affecting the Property that may result in special assessments affecting the Property. There are no monies owed by the Seller to any governmental agency for water charges, sewer rents, vault taxes or any other such charges relating to the Property.

(k) To the best of Seller's knowledge, there has not been in the past twelve (12) months, and there is not now, any casualty affecting the Property, and there is not now any material disrepair or damage that remains unrepaired, due to any prior casualty, if any, affecting the Property.

(l) To the best of Seller's knowledge, Seller has delivered to Purchaser true, correct and complete copies or original of Environmental Reports, together with any and all reports, studies, written commentaries, test results and investigations in Seller's possession and/or under its control, relating to the environmental condition of the Property.

(m) To the best of Seller's knowledge, there is no fact or condition which materially and adversely affects the business, operations, affairs, properties or condition of Seller or the Property,

which has not been set forth in this **Agreement** or in the other documents, certificates or written statements furnished to Purchaser in connection with the transactions contemplated hereby.

(n) No person or party, other than Purchaser, has any right or option to acquire the Property or any part thereof or any interest therein.

Section 11.01 Survival of Seller Representations and Warranties.

(a) The Seller's representations and warranties set forth herein are true, complete and correct, as of the date hereof, and shall be true, complete and correct in all material respects as of the Closing Date with the same force and effect as if first made at that time.

Section 11.02 Purchaser's Representations and Warranties. Purchaser represents and warrants that:

(a) Purchaser is a first class City in the State of Wyoming, duly formed and in good standing under the laws of the State of Wyoming. The City has the requisite power and authority to enter into and to perform the terms of this **Agreement**. Purchaser is not subject to any law, order, decree, restriction or agreement that prohibits or would be violated by this **Agreement** or the consummation of the transactions contemplated hereby. The execution and delivery of this **Agreement** and the consummation of the transaction contemplated hereby have been duly authorized by all requisite action of its governing body, as its City Council. This **Agreement** constitutes, and each document and instrument contemplated hereby to be created and delivered by Purchaser, when executed and delivered, shall constitute the legal, valid, and binding obligation by Purchaser, enforceable against Purchaser in accordance with its respective terms.

(b) Purchaser, pursuant to City Council's authorization, has full right, power and authority to enter into and perform all of the obligations required of Purchaser under this **Agreement** without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties.

(c) To the best of its knowledge, neither the execution, delivery and performance of this **Agreement**, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Purchaser to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon Purchaser.

(d) To the best of its knowledge, there are no actions, lawsuits, litigation or proceedings pending or threatened in any court or before any governmental or regulatory agency that would have a materially adverse effect on Purchaser's power or authority to enter into or perform its obligations under this **Agreement**.

(e) To the best of its knowledge, there are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, nor any actions, suits or other legal or administrative proceedings pending or, to the best of Purchaser's actual knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the

condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this **Agreement**.

(f) Purchaser acknowledges that Seller makes no other representations or warranties to it other than as specifically listed in this Agreement and that the Property is otherwise acquired on an “as is, where is” basis because Purchaser has had full, ample and fair opportunity to inspect the Property and perform all due diligence it deemed necessary prior to the consummation of this transaction.

Section 11.03 Survival of Purchaser Representations and Warranties. The Purchaser’s representations and warranties set forth herein shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time.

ARTICLE XII

CONDITIONS TO CLOSING

Section 12.01 Conditions to Closing. There shall be no material adverse change in the physical or operational condition of the property and improvements and the personal property from the condition as of the Effective Date, reasonable wear and tear excepted.

Section 13.01 No Third-Party Beneficiary.

(a) This **Agreement** is an **agreement** solely for the benefit of Seller, MWT and Purchaser (and their permitted successors and/or assigns). No other person, party or entity shall have any rights hereunder nor shall any other person, party or entity be entitled to rely upon the terms, covenants and provisions contained herein.

Section 13.02 Further Assurances. From the Effective Date, Seller, MWT and Purchaser each agrees to do such things, perform such acts and make, execute, acknowledge and deliver such documents as may be reasonably necessary and customary to complete the transactions contemplated by this **Agreement**. In particular, at the Closing and through the two-month period following the Closing, Seller and Purchaser each agrees to do such things as may be reasonably necessary with respect to the transfer of the operation of the Property, including with respect to the Assumed Contracts and Leases, to complete the transfer and memorialize the operation of the Property, pursuant to this Agreement.

Section 13.03 Interpretation and Construction.

(a) The Parties acknowledge that, in connection with negotiating and executing this **Agreement**, each has had the right an opportunity to obtain its own counsel and advisors and that each has reviewed and had the opportunity to discuss and question **Agreement**. The fact that this **Agreement** was prepared by Purchaser’s counsel as a matter of convenience shall have no import or significance to the construction of this **Agreement**. Any uncertainty or ambiguity in this **Agreement** shall not be construed against either party. Any rule of construction that requires any

ambiguities to be interpreted against the drafter shall not be employed in the interpretation of this **Agreement**.

(b) Any captions or headings used in this **Agreement** are for convenience only and do not define or limit the scope of this **Agreement**.

(c) The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. The use of any pronoun with respect to gender shall include the neutral, masculine, feminine and plural. The term “**Person**” or “**Persons**” includes a natural person or any corporation, limited liability company, partnership, trust or other type of entity validly formed.

Section 13.04 Days; Performance on a Saturday, Sunday or Holiday. Whenever the term “day” is used in this **Agreement**, it shall refer to a calendar day unless otherwise specified. A “**Business Day**” shall mean any weekday except for those weekdays that a banking institution within the State of Wyoming is required by said state to be closed (a “**Holiday**”). Should this **Agreement** require an act to be performed or a notice to be given on a Saturday, Sunday or Holiday, the act shall be performed or notice given on the following Business Day.

Section 13.05 Time Is of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this **Agreement**, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of notices, the delivery of documents and the funding of money) required or permitted to be taken under this **Agreement**. Whenever action must be taken (including, without limitation, the giving of notice, the delivery of documents or the funding of money) under this **Agreement**, prior to the expiration of, by no later than or on a particular date, unless otherwise expressly provided in this **Agreement**, such action must be completed by 5:00p.m. mountain time on such date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents or the funding of money) under this **Agreement** prior to the expiration of, by no later than or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

Section 13.06 Governing Law. This **Agreement** shall be governed and construed in accordance with the laws of the State of Wyoming.

Section 13.07 Wyoming Governmental Claims Act. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act, and the laws of the State of Wyoming.

Section 13.08 No Offer. This **Agreement** shall not be deemed an offer or binding upon Seller or Purchaser until this **Agreement** is fully executed and delivered by Seller and Purchaser and auxiliary party (MWT).

Section 13.09 Fees and Capital Gains Taxes.

(a) Each Party to this **Agreement** shall be responsible for all costs it incurs in connection with the preparation, review and negotiation of this **Agreement** and the transactions and the Closing contemplated by this **Agreement**, including any attorneys' or consultants' fees. In addition, each Party is responsible for its own income taxes and capital gains taxes resulting from its operation or sale of the Property.

Article 14

Roof Warranty and Indemnification

(a) Seller is in the process of transferring the roof warranty to the Buyer, but the transfer will not likely be completed before Closing. After Closing, the Seller shall complete the roof warranty transfer. In addition, if the roof manufacturer or the contractor who installed the roof refuse to honor or transfer the warranty, Seller agrees to indemnify the Buyer for 10 years for an amount not-to-exceed One Hundred Thousand Dollars (\$100,000) against unpaid repair or replacement of the roof. Buyer agrees to subrogate its claim, up to the amount of One Hundred Thousand Dollars (\$100,000) to Seller to pursue any claim it may have against the roof manufacturer or contractor who installed the roof for failure to honor the warranty.

Signature page for Wyoming Financial Properties, Inc.

SELLER:

Wyoming Financial Properties, Inc.
Kyle Ridgeway, Corporate Secretary

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

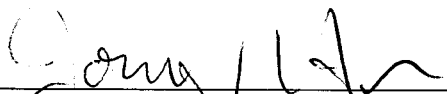
This instrument entitled Purchase Agreement was acknowledged before me on the ____ day of _____, 2022, by Kyle Ridgeway as the Corporate Secretary of Wyoming Financial Properties, Inc., as the “Seller.”

Notary Public

My Commission Expires: _____

Signature page for the City of Casper, Wyoming

Approved as to Form on behalf
of the City of Casper:



John Henley, City Attorney

ATTEST:

CITY OF CASPER, WYOMING,

Fleur Tremel
City Clerk

Ray Pacheco, Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument entitled Purchase Agreement was acknowledged before me on the ____
day of _____, 2022, by Ray Pacheco, as the Mayor of the City of Casper, Wyoming, a
Wyoming Municipal Corporation, as the "Buyer."

Notary Public

My Commission Expires: _____

Signature page for Mountain West Technologies Corporation, Inc.

AUXILIARY PARTY:

Mountain West Technologies Corporation
Kyle Ridgeway, Vice President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument entitled Purchase Agreement was acknowledged before me on the ____ day of _____, 2022, by Kyle Ridgeway as the Vice President of Mountain West Technologies Corporation, as the “Auxiliary Party”

Notary Public

My Commission Expires: _____

Exhibit 1
Description of "Real Property"



A PARCEL BEING LOT 1, BLOCK 8, IN THE CITY OF CASPER, NATRONA COUNTY, WYOMING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH MARKS THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 8 AND ALSO THE INTERSECTION OF THE SOUTHERLY LINE OF 80 FEET WIDE WEST FIRST STREET, IN THE CITY OF CASPER, WITH THE EASTERLY LINE OF 80 FEET WIDE SOUTH DAVID STREET; THENCE FROM THE NORTHWEST CORNER OF SAID LOT 1, DUE EAST ALONG THE SOUTH LINE OF WEST FIRST STREET, 140.0 FEET TO THE NORTHEAST CORNER OF LOT 1 AND A POINT IN THE WESTERLY LINE OF A 20 FEET WIDE ALLEY; THENCE ALONG THE WESTERLY LINE OF SAID ALLEY AND EASTERLY LINE OF LOT 1, DUE SOUTH 300.0 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 AND A POINT IN THE NORTHERLY LINE OF A 20 FEET WIDE ALLEY; THENCE ALONG THE NORTHERLY LINE OF SAID ALLEY AND THE SOUTHERLY LINE OF SAID LOT 1, DUE WEST 140.0 FEET TO THE SOUTHWEST CORNER OF LOT 1 AND A POINT IN THE EASTERLY LINE OF 80 FEET WIDE SOUTH DAVID STREET; THENCE ALONG THE EASTERLY LINE OF SAID STREET AND THE WESTERLY LINE OF SAID LOT 1, DUE NORTH 300.0 FEET TO THE NORTHWEST CORNER OF LOT 1 AND THE POINT OF BEGINNING.

Exhibit 2

Referenced below are documents which were provided to the City that contain confidential proprietary information about third party fixtures which are affixed to the building under the Wyoming Public Records Act, and shall not be disclosed or released to anyone other than designees of the Parties who need to know.

1. AT&T Lease with Wyoming Financial Properties, Inc. dated July 28, 2003 and all amendments thereto.
2. Note from Tim Meads regarding undocumented attachments
3. HughesNet Colocation Agreement dated August 16, 2021.

Exhibit 3

MWT's personal property as shown in the photos in the letter and Appendix A from Mountain West Technologies to the City of Casper, attn: John Henley, dated February 28, 2022, on page 3, which is incorporated by this reference and made part of this Agreement. The letter contains **confidential proprietary information** under the Wyoming Public Records Act and shall not be disclosed or released to anyone other than designees of the Parties who need to know. This document shall be stored in the vault at the City or in a secured location in Laserfiche.

Exhibit 4
COVER PAGE
CONFIDENTIAL EXHIBIT (REDACTED)

This Exhibit contains **confidential proprietary information** under the Wyoming Public Records Act and shall not be disclosed or released to anyone other than designees of the Parties who need to know.

Exhibit 5
Copies of the Leases and Service Contracts and the standard form of lease used by Seller
for the Property listed as Exhibit 5.

See Attached.

WYOMING FINANCIAL PROPERTIES
RENT ROLL - CASPER BUSINESS CENTER
April 30, 2022

Suite	Tenant	USF	RSF	Leased	Rate	Annual	Monthly	Start Date	Exp Date	Escl Date	Escl Type	Option
Conc	Mtn West Telephone	-	1,839	1,839	6.04	18,770.52	1,564.21	05/01/09	4/30/19	5/1/19	WCLIS 5	
1	Mtn West Telephone	-	109	109	-	-	-		4/30/19			
2	Mtn West Telephone	-	144	144	-	-	-		4/30/19			
3	Mtn West Telephone	-	104	104	-	-	-		4/30/19			
4	Mtn West Telephone	-	103	103	-	-	-		4/30/19			
12	Mtn West Telephone	-	138	138	-	-	-		4/30/19			
95	Mtn West Telephone	-	672	672	-	-	-		4/30/19			
5	Craig Newman	-	99	99	3.64	360.00	30.00		monthly			
6	Despain	-	99	99	4.00	396.00	33.00		monthly			
7	VACANT	-	99	-	#DIV/0!	-	-					
8	VACANT	-	104	-	#DIV/0!	-	-					
9	Harry Ptasynski	-	100	100	3.96	396.00	33.00		Monthly			
11	Despain	-	106	109	3.85	420.00	35.00		Monthly			
12	Despain	-	124	124	3.39	420.00	35.00		Monthly			
13	Bill Heiss	-	100	100	4.20	420.00	35.00		monthly			
15	Kneaded Relief Bodywork	-	523	523	6.88	3,600.00	300.00	04/01/17	3/31/18	4/1/18	WCLIS 5	
70	Mill Man Steel Inc	605	665	665	7.67	5,100.00	425.00	03/15/20	3/31/21	4/1/21	WCLIS 5	
86	VACANT	-	728	-	#DIV/0!	6,188.04	-					
90	Tana Hedstrom-Jones	-	528	528	7.39	3,900.00	325.00	12/01/18	monthly	12/1/19	WCLIS 5	
91	Mtn West Telephone	-	1,413	1,413	10.79	15,243.96	1,270.33	06/01/11	5/31/21	9/1/19	WCLIS 5	10 yr - WCLIS 5
100	Wells Fargo Advisors	-	1,249	1,249	16.50	20,607.36	1,717.28	12/01/12	11/30/21	12/1/22	neg	
110	VACANT	-	1,672	-	#DIV/0!	-	-					
120	Beatty & Wozniak PC	-	1,954	1,954	12.45	24,325.92	2,027.16	03/01/16	2/28/22	3/1/22	WCLIS 5	
175A	VACANT	-	467	-	#DIV/0!	-	-					
175B	VACANT	443	495	-	#DIV/0!	-	-					
200	VACANT	2,481	2,729	-	#DIV/0!	-	-					
200b	VACANT	-	478	-	#DIV/0!	-	-					
208A	Winds of Change Therapy	241	265	265	12.91	3,420.00	285.00	04/01/15	9/30/20	10/1/20	WCLIS 5	
208B/C	Winds of Change Therapy	306	336	336	13.04	4,380.00	365.00	10/01/19	9/30/20	10/1/20	WCLIS 5	
210	Mark Hansen	-	595	595	11.18	6,650.76	554.23	02/01/07	1/31/12	2/1/16	WCLIS 5	
212	VACANT	1,057	1,162	-	#DIV/0!	-	-					
211	Hendrickson	-	354	354	11.00	3,894.00	324.50	07/01/04	monthly			
215	Nachbar	-	995	995	10.25	10,193.88	849.49	04/01/99	10/31/13	11/1/16	WCLIS 5	
400	VACANT	-	2,627	-	#DIV/0!	-	-					
400	VACANT	-	881	-	#DIV/0!	-	-					
400	VACANT	-	288	-	#DIV/0!	-	-					
405	Mtn West Telephone	-	1,254	1,254	11.91	14,939.64	1,244.97	09/01/11	8/31/21	9/1/19	WCLIS 5	10 yr - WCLIS 5
430	Mountain States	-	3,015	3,015	15.55	46,872.00	3,906.00	05/01/01	2/28/21	3/1/19	WCLIS 4	
433	VACANT	-	854	-	#DIV/0!	-	-					
435	VACANT	-	746	-	#DIV/0!	-	-					
470	Devon Energy	-	838	838	10.02	8,400.00	700.00	08/15/16	monthly			
490	VACANT	-	1,127	-	#DIV/0!	-	-					
500	Stifel Nicolaus	-	3,795	3,795	13.18	50,018.16	4,168.18	04/01/06	11/30/22	12/1/18	WCLIS 5	
550	VACANT	-	328	-	#DIV/0!	-	-					

WYOMING FINANCIAL PROPERTIES
RENT ROLL - CASPER BUSINESS CENTER
April 30, 2022

Suite	Tenant	USF	RSF	Leased	Rate	Annual	Monthly	Start Date	Exp Date	Escl Date	Escl Type	Option
555	VACANT	3,165	3,481	-	#DIV/0!	-	-					
X 560	Harry Ptasynski	-	1,854	1,654	11.25	18,607.56	1,550.63	10/01/01	monthly			
570	VACANT	-	2,158	-	#DIV/0!	-	-					
610	Moncreif Oil	-	1,806	1,806	10.75	19,414.56	1,617.88	01/15/93	monthly	2/1/16	WCLIS 5	
X 620	Despain, Shanor	-	2,781	2,781	9.42	26,199.00	2,183.25	09/01/00	monthly	9/1/16	WCLIS 5	
640	VACANT	-	2,460	-	#DIV/0!	-	-					
X 650	Mtn West Telephone	-	1,638	1,638	13.37	21,901.44	1,825.12	06/01/13	5/31/16	6/1/19	WCLIS 3	
X 660	Ott Inc	-	531	531	12.50	6,636.00	553.00	01/01/18	12/31/18	1/1/19	WCLIS 5	
675-1	VACANT	-	380	-	#DIV/0!	-	-					
X 675-2	Star Oil Inc	-	177	177	13.56	2,400.00	200.00	10/15/18	10/31/19	11/1/19	WCLIS 5	
X 675-3	Craig Newman	-	325	325	12.00	3,900.00	325.00	06/01/14	monthly			
X 675-4	William Heiss	-	325	325	12.00	3,900.00	325.00	06/01/14	monthly			
X 675-5	William Heiss	-	325	325	12.00	3,900.00	325.00	06/01/14	monthly			
675-6 & 7	VACANT	-	575	-	#DIV/0!	-	-					
675-8	VACANT	-	250	-	#DIV/0!	-	-					
675-9	VACANT	-	250	-	#DIV/0!	-	-					
X 675-10	Executive Business Services	-	245	245	12.00	2,940.00	245.00	06/01/14	monthly			
675-11	VACANT	-	325	-	#DIV/0!	-	-					
X 700	Morgan Stanley Smith Barney	-	2,395	2,395	15.25	36,523.68	3,043.64	7/1/1993	6/30/23			
700b	VACANT	-	1,525	-	#DIV/0!	-	-					
701	VACANT	-	1,250	-	#DIV/0!	-	-					
X 705	Specialty Counseling	3,415	3,756	3,756	11.00	41,316.00	3,443.00	6/1/2020	5/31/23	6/1/21		
X 710	Cherry Creek Mortgage	1,382	1,525	1,525	14.04	21,411.00	1,784.25	8/1/2016	9/30/20	10/1/20	WCLIS 5	
X 707	Sensational Kids	2,470	2,717	2,717	10.34	28,101.60	2,341.80	11/1/2014	5/31/22	6/1/20	WCLIS 5	
800	VACANT	-	12,352	-	#DIV/0!	-	-					
Roof	Alltel Communications					26,353.80	2,196.15	8/1/2003	6/30/23	7/1/23		
	TOTAL	15,565	81,507	41,719	12.28	\$512,420.88	\$ 42,186.07					
							-	Adjustments				
							\$ 42,186.07	Current Month				

RENEWAL OFFICE SPACE LEASE

THIS RENEWAL LEASE, dated for reference purposes only as of November 21, 2012 is made by and between Wyoming Real Estate Investments, LLC ("Lessor") and Wells Fargo Advisors LLC ("Lessee") and the parties agree as herein after set forth.

Article 1: BASIC LEASE PROVISIONS

Each entry set forth below in this Article 1 relates to a specific provision of the Lease and is referenced thereto for convenience or relates to a specific matter, which is identified below.

- | | | |
|------|---|---|
| 1.01 | Building Name and Address | Casper Business Center
123 West First Street
Casper, Wyoming 82601 |
| 1.02 | Premises: Suite Number(s):
Floor(s):
Square Feet: | Suite 100
First Floor (lobby)
1,249 sf |
| 1.03 | Lease Term: | Three years subject to Exhibit E
hereto attached. |
| 1.04 | Commencement Date: | December 1, 2015 |
| 1.05 | Basic Monthly Rent: | \$1,649.13 |
| 1.06 | Security Deposit: | \$ N/A |
| 1.07 | Use of Premises: | General Office |
| 1.08 | Lessor's Address: | Wyoming Real Estate Investments, LLC.
400 East First Street, Suite 209
P.O. Box 130
Casper, Wyoming 82602 |
| 1.09 | Lessee's Address: | Wells Fargo Property Group
Attn: Lease Administration (B#107500)
1525 West WT Harris Blvd.
Charlotte, NC 28262 |
| 1.10 | Exhibits Attached: | Exhibit E – Termination Option |

Except as set forth above, all other terms and conditions of the lease dated November 21, 2012 shall remain in full force and effect and are hereby incorporated in and made a part of this renewal lease.

LESSOR: Wyoming Real Estate Investments, LLC. LESSEE: Wells Fargo Advisors, LLC.

BY: _____

BY: [Signature]

TITLE: _____

TITLE: V.P. / Manager

DATE: _____

DATE: 26 May 2015

BY: Charles Townsend Charles Townsend
TITLE: Lease Negotiator
DATE: 5/26/15

EXHIBIT E – Termination Option

Lessor and Lessee agree that Lessee may terminate this Lease December 31, 2016 or December 31, 2017 upon 180 days written notice to Lessor and payment of a termination fee equal to one month's rent.

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "Amendment") is made and entered into as of this 30th day of April, 2018 by and between Wyoming Financial Properties, Inc., a Wyoming corporation ("Landlord") and Morgan Stanley Smith Barney Financing LLC, a Delaware limited liability company, as successor by assignment from Salomon Smith Barney, Inc. ("Tenant").

WHEREAS, Landlord and Salomon Smith Barney, Inc., predecessor-in-interest to Tenant, entered into that certain Amended Office Space Lease dated June 29, 1999 (the "Original Lease"), as amended by Amendment to Lease dated November 30, 2009 and by Second Amendment to Lease dated May 16, 2012 (the Original Lease, as so amended, the "Lease") for that certain premises containing approximately 3,920 rentable square feet and known as Suite 700 (the "Current Premises") located on the 7th floor of the building located at 123 West First Street, Casper, Wyoming 82601 (the "Building");

WHEREAS, the term of the Lease is scheduled to expire by its terms on June 30, 2018;

WHEREAS, the parties have agreed to the termination of the Lease solely with respect to that portion of the Current Premises consisting of 1,525 rentable square feet and shown as the hatched area on *Exhibit A* attached hereto and made a part hereof (the "Surrendered Premises"), as set forth herein; and

WHEREAS, Landlord and Tenant desire to memorialize their agreement to modify the size of the Current Premises by the surrender of the Surrendered Premises, to renew the Term of the Lease solely with respect to the Retained Premises (as defined below) and to amend certain other terms and conditions of the Lease, all as more particularly set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation and Capitalized Terms. The recital paragraphs set forth above are incorporated herein by reference as if fully set forth herein. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.
2. Partial Surrender of Current Premises. The Current Premises currently consists of 3,920 rentable square feet. Landlord and Tenant agree that, effective on the date on which Landlord completes the Demising Work (as defined below) and Tenant is entitled to legally occupy and use the Retained Premises (as separately demised from the Surrendered Premises) (the "Partial Surrender Date"), Tenant shall remove Tenant's furnishings and movable personal property and surrender possession of the Surrendered Premises to Landlord in its then current "as is" condition, and Landlord shall accept the surrender of the Surrendered Premises in such condition as of such date without fee, penalty, charge or cost of any kind (other than Tenant's payment of the Reimbursement

Amount, as defined in Paragraph 3(e) below). Landlord reasonably anticipates completion of the Demising Work in accordance with the terms of this Amendment on or before July 23, 2018 (the "Anticipated Partial Surrender Date"). Effective as of the Partial Surrender Date, (a) the term "Premises" as used in the Lease (as amended hereby) shall mean and refer to Suite 700, less and except the Surrendered Premises, and shall consist of approximately 2,395 rentable square feet (hereinafter referred to as the "Retained Premises" or the "Premises"), (b) Tenant's Proportionate Share with respect to the Premises shall be 3.10%, (c) the Lease shall terminate solely with respect to the Surrendered Premises and (d) thereafter Tenant shall have no further liabilities or obligations under the Lease with respect to the Surrendered Premises.

3. Demising Work. (a) Landlord hereby covenants and agrees that promptly after the date hereof, Landlord shall commence and diligently pursue to completion such work as is necessary to separately demise the Surrendered Premises from the Retained Premise in accordance with applicable laws, codes, and fire/life safety regulations, including without limitation, (i) completion of the scope of work set forth on *Exhibit B* attached hereto and made a part hereof, (ii) obtaining all permits and approvals required in connection with the Demising Work (as defined herein) and an amended certificate of occupancy with respect to Tenant's occupancy of the Retained Premises upon completion of the Demising Work, (iii) the construction and finishing of demising walls between the Surrendered Premises and the Retained Premises in the location shown on the demising plan attached hereto and made a part hereof as *Exhibit A* (the "Demising Plan"), (iv) the installation in the Retained Premises of separate meters for all separated utilities, and (v) the removal of all construction debris and equipment from the Current Premises at the end of each day of construction, and upon completion of the Demising Work (subclauses (i) thru (v), collectively, the "Demising Work"). Landlord shall perform the Demising Work at Tenant's sole cost and expense (subject to the terms of subparagraph 3(e) below), in a good and workmanlike manner and in accordance with applicable laws, regulations and building codes, and shall use commercially reasonable efforts to complete the Demising Work prior to the Anticipated Partial Surrender Date. Landlord shall give Tenant prompt written notice of any event or circumstance that is likely to result in a delay in the Partial Surrender Date. If the Partial Surrender Date has not occurred by the Anticipated Partial Surrender Date, Tenant shall be entitled to a day for day rent abatement for the Current Premises from the Anticipated Partial Surrender Date to the actual date of completion of the Demising Work.

(b) Landlord shall take such steps as necessary or advisable in order to minimize any disruption of or interference with Tenant's conduct of business in the Current Premises during performance of the Demising Work. If any of Landlord's Demising Work entails drilling, hammering and/or other activities that are likely to result in recurring loud noises, vibrations, excessive dust or other disruption of Tenant's use and occupancy of the Current Premises, Landlord shall perform such work outside of the Building's business hours. Upon completion of the Demising Work, Landlord covenants that the Retained Premises shall be separately demised in compliance with applicable laws and with the plans for the Demising Work approved by Tenant and Landlord shall have

obtained and delivered to Tenant an amended certificate of occupancy to evidence such separate demise.

(c) Tenant shall have no obligation or liability of any kind with respect to the performance of the Demising Work, other than the timely payment of the Reimbursement Amount to Landlord as set forth herein. If Tenant disapproves of any of the finishes to be used in the Retained Premises or any component of the Demising Work within the Retained Premises, Tenant shall promptly advise Landlord thereof. Notwithstanding the foregoing, Tenant's review and/or approval of Landlord's plans, specifications and/or drawings is solely for Tenant's benefit and without any representation of any kind with respect to the adequacy or sufficiency of the design thereof or compliance with laws. Landlord acknowledges and agrees that Tenant has no restoration or removal obligation of any kind with respect to any and all improvements made to the Retained Premises and/or Surrendered Premises as part of the Demising Work, and all improvements and alterations (exclusive of all of Tenant's personal property), shall become the property of Landlord upon expiration or earlier termination of this Lease and shall remain with the Premises upon the expiration or earlier termination of the Lease.

(d) The actual rentable square feet of the Retained Premises shall be determined by measurement using BOMA standard measurement of office building upon completion of construction of the Demising Walls. As used herein, the term "BOMA standard measurement" shall mean and refer to the Standard Method of Measuring Floor Area in Office Building, ANSI Z65.1 - 1996, and its accompanying guidelines (collectively, "BOMA"). Upon completion of the Demising Work, Landlord shall advise Tenant of Landlord's determination of the rentable square footage of the Retained Premises, measured in accordance with BOMA. Tenant shall have the right to measure the Retained Premises at any time prior to the Partial Surrender Date to confirm the Landlord's calculation of such square footage. If Tenant disagrees with the Landlord's measurement, the parties shall diligently attempt in good faith to resolve such disagreement. The square footages set forth herein, Tenant's Proportionate Share and the rental amounts set forth herein shall be adjusted as needed in order to reflect any difference in actual measurement of the Retained Premises *vis a vis* the measurement set forth in Paragraph 2 above.

(e) Landlord has priced the cost of the Demising Work and has advised Tenant that the aggregate all-inclusive cost of the Demising Work will be \$39,897.74 (the "Reimbursement Amount"). Tenant agrees to pay the cost of the Demising Work, in an amount not to exceed the Reimbursement Amount, to Landlord in accordance with the terms hereof. Notwithstanding anything to the contrary contained in the Lease (as amended hereby), Tenant shall have no obligation or liability of any kind to reimburse Landlord or any other party for any cost of the Demising Work in excess of the Reimbursement Amount. Promptly upon completion of the Demising Work in accordance with the terms hereof, Landlord shall submit an invoice to Tenant for the Reimbursement Amount, and Tenant shall deliver payment of such amount to Landlord

by wire transfer of immediately available funds (in accordance with the terms of Paragraph 5 below) within ten (10) business days of its receipt of such invoice. In the event that the cost of the Demising Work actually incurred by Landlord is less than the Reimbursement Amount, Landlord shall promptly return to Tenant an amount equal to the amount by which the Reimbursement Amount exceeds the actual cost incurred by Landlord for the Demising Work.

4. Extension of Lease Term. Pursuant to the terms of the Lease (as modified herein), Landlord and Tenant hereby agree to extend the Term of the Lease solely with respect to the Retained Premises for a period commencing on the Partial Surrender Date (the "Renewal Commencement Date") and continuing through and including June 30, 2023 (the "Renewal Expiration Date"), on the terms and conditions set forth in the Lease, as amended by this Amendment, unless sooner terminated as provided in the Lease (as hereby amended). Landlord and Tenant anticipate that the Renewal Term shall be approximately sixty (60) months, however it is understood and agreed that Renewal Expiration Date shall remain as stated herein regardless of the actual number of months in such Renewal Term. The period of time commencing on the Renewal Commencement Date and ending on the Renewal Expiration Date is referred to herein as the "Renewal Term".

5. Rent. Prior to the Partial Surrender Date, Tenant shall continue to pay Landlord monthly installments of basic monthly rent and additional rent (if applicable) for the Current Premises pursuant to the terms and conditions of the Lease. Notwithstanding anything to the contrary contained in the Lease, Landlord acknowledges and agrees that the basic rent currently paid by Tenant for the Current Premises, and the rent to be paid by Tenant for the Retained Premises, is an all-inclusive "gross" rent.

Commencing on the Partial Surrender Date, the gross annual fixed rental rate due and payable for the Retained Premises shall be as follows:

Partial Surrender Date – March 31, 2020 \$14.75/rentable square foot per annum
(\$2,943.85 per month).

April 1, 2020 – June 30, 2023 \$15.25 per rentable square foot per annum
(\$3,043.64 per month).

Except as otherwise provided herein, Tenant shall continue to pay monthly installments of fixed rent (the "Fixed Rent"), in accordance with the terms of the Lease, and the parties acknowledge and agree that such fixed rent is inclusive of all operating costs and other charges, including, without limitation, the cost of Tenant utilities, real estate taxes and janitorial services. Fixed Rent is payable in advance on the 1st day of each month. In the event the Partial Surrender Date falls on a date other than the first day of a calendar month, the Fixed Rent for the Retained Premises for the balance of such partial month shall be appropriately prorated on the basis of a 30-day month. Tenant shall have the right, at its election, to pay fixed rent and any and all other amounts due and payable to Landlord hereunder, by automated clearing house (ACH) or by wire transfer of

immediately available funds to an account designated by Landlord. Landlord shall deliver its wiring instructions for such account simultaneously upon execution of this Amendment, however Landlord may change such wiring instructions from time to time upon not less than twenty (20) days prior written notice to Tenant.

6. Renewal Option. Tenant shall have the right to renew the Renewal Term of the Lease for three (3) additional periods of three (3) years each, upon the same terms and provisions of the Lease, except that the fixed rental due and payable for each option period shall be determined in accordance with Sections 40.02 and 40.03 of the Lease. If Tenant elects to exercise any of such options, Tenant shall send Landlord written notice of its intent to extend the Lease no later than ninety (90) days prior to the stated expiration date of the then-current Renewal Term.

7. Termination Option. Tenant shall have the right and option to terminate this Lease with respect to all or any portion of the Premises, effective at any time on or after July 1, 2021 upon ninety (90) days prior written notice to Landlord. Upon any such early termination, the Term of the Lease shall cease and expire with respect to the surrendered Premises as of the date of termination specified in said ninety (90) day notice, with the same force and effect as if such stated termination date was the stated expiration date in the Lease. Upon Tenant's written request, Landlord shall promptly provide to Tenant a final calculation of the termination fee, including sufficient information with respect to such calculation so that Tenant can confirm the determination of such fee. Such fee shall be equal to the unamortized real estate commission paid to Broker by Landlord in connection with this Amendment, amortized on a straight line basis over the remaining Renewal Term of the Lease. In the event that Tenant elects to exercise this termination option with respect to a portion of the Premises, Tenant shall pay the actual cost of separately demising the retained Premises from the surrendered Premises.

8. Permitted Transfers. Notwithstanding anything to the contrary contained in the Lease, and in addition to the rights contained Section 17 of the Lease, Tenant may, without Landlord's consent, assign this Lease to, sublet all or a portion of the Premises to, or permit the use and occupancy of all or a portion of the Premises by: (i) any subsidiary, affiliate, parent company or other entity that controls, is controlled by or is under common control with Tenant, (ii) any corporation, limited liability company or other entity resulting either directly or indirectly from the merger or reorganization into or consolidation with Tenant or any entity controlling or under common control with Tenant, or (iii) any direct or indirect purchaser of all or substantially all of the assets, membership interests or ownership interests of Tenant (each of the foregoing described in subclauses (i) through (iii), a "Permitted Transfer", and all of the foregoing entities described in subclauses (i) through (iii), collectively, "Permitted Transferees"). For avoidance of doubt, Landlord's consent shall not be required in connection with any Permitted Transfer.

9. Tenant Notices. Notwithstanding anything to the contrary contained in Section 1.11 of the Lease, all notices and written communications to Tenant shall be addressed and sent to the following addresses:

Morgan Stanley Smith Barney Financing LLC
750 Seventh Avenue – 19th Floor
New York, NY 10019
Attn: Managing Director, Corporate Real Estate Management

with a simultaneous copy to:

Morgan Stanley Smith Barney Financing LLC
1221 Avenue of the Americas, 35th Floor
New York, New York 10020
Attn: Director, Corporate Real Estate Legal

In addition to the above Tenant addresses, rental invoices, operating expense statements and/or reconciliations of operating expenses shall be simultaneously sent via email to Lease.Administration@morganstanley.com and by overnight mail to:

CBRE, Inc. – Portfolio Services
Attn: Morgan Stanley, [CASPER, WY]
6055 Primacy Parkway, Building II, Suite 300
Memphis, Tennessee 38119

10. Access Persons. Landlord acknowledges that it has been advised by Tenant that pursuant to Section 3(a)(39) of the Securities Exchange Act of 1934, certain persons (hereafter called "Disqualified Persons") may be disqualified from providing services to Tenant within the Premises. A Disqualified Person for purposes hereof shall mean any individual who: (i) within the last 10 years has been convicted of, or pleaded guilty or no contest to, any felony, or any misdemeanor that involves any of the following: the purchase or sale of any security, the taking of a false oath, the making of a false report, bribery, perjury, burglary, larceny, theft, robbery, extortion, forgery, counterfeiting, fraudulent concealment, embezzlement, fraudulent conversion, or misappropriation of funds, or securities, or a conspiracy to commit any of these offences, or substantially equivalent activity in a domestic, military or foreign court; and/or (ii) within the last 10 years has served or completed sentencing or other state- or court-imposed obligations for any of the above-referenced offenses. Landlord agrees that it or its managing agent shall not knowingly permit any Disqualified Person employed or retained by Landlord or its agents, employees or contractors to enter the Premises; provided however, that nothing herein shall impose any duty or obligation on Landlord to determine if any employee, agent or contractor is a Disqualified Person. Landlord shall cause any and all of its employees, managers, representatives, contractors or agents (any of the foregoing, an "Access Person"), during any occurrence or period of access by any such party(ies) in

and to the Premises, to comply with all of Tenant's security, supervision, and other access control procedures adopted by Tenant from time to time during the Term of the Lease. Tenant's security protocols may include, without limitation, background checks and execution of Tenant's standard onboarding documentation (if applicable), and such security procedures shall be administered by Tenant (if deemed necessary or advisable in Tenant's sole discretion) at Tenant's expense.

Landlord, any Access Person and Landlord's employees, contractors or representatives shall not access or attempt to access the private wired and/or wireless network (or any component thereof including switches and firewalls) installed or used at the Premises by Tenant. Any breach of this provision by Landlord or any of the foregoing parties shall constitute an event of default by Landlord under the Lease and Tenant shall have the right to exercise any and all remedies available to it hereunder, at law or in equity. In the event that Landlord, an Access Person or any employee or representative of Landlord learns or has reason to believe that any person has gained unauthorized access to the Premises, Tenant's Confidential Information (defined below), or any private network used by Tenant at the Premises, Landlord shall immediately notify Tenant and shall cooperate fully with Tenant or its representatives in investigating and responding to any such successful or attempted security breach.

11. Confidentiality. Landlord agrees that it shall preserve the confidentiality of all Tenant Confidential Information, unless authorized in advance by Tenant in writing or compelled to disclose by legal or administrative proceedings, subpoena, civil investigative demand or other similar process. "Tenant Confidential Information" includes (i) all information (including, but not limited to any and all personally identifiable information, as such term is defined by applicable privacy and data protection laws) related to the finances, business and/or activities of Tenant, its parent entity(ies), subsidiaries, affiliates and related companies, their respective customers, employees, clients, suppliers, and other entities, parties or persons with whom Tenant, its subsidiaries, affiliates and related companies do business, that may be obtained by Landlord whether in oral, written, graphic or machine-readable form, other than information (1) that at the time of disclosure is in the public domain, (2) that, prior to disclosure by Tenant, was lawfully in the possession of Landlord, or (3) that is or has been developed by Landlord independently of any disclosure by Tenant; and (ii) the terms and provisions of the Lease. Notwithstanding the foregoing, Landlord will cause any person or entity receiving any Tenant Confidential Information from Landlord, its representatives, agents or employees, to comply with the terms and provisions of this Section and Landlord hereby assumes responsibility for any breach of these terms by any such person. Landlord will not use any Tenant Confidential Information for any purpose other than in connection with this Lease.

12. Miscellaneous.

- a. Amendment to Lease. Landlord and Tenant acknowledge and agree that the Lease has not been amended or modified in any respect, other than by this Amendment, and there are no other agreements of any kind currently in force and effect between Landlord and Tenant with respect to the Premises or the Building.
- b. Counterparts. This Amendment may be executed in multiple counterparts, and each counterpart, when fully executed and delivered, shall constitute an original instrument and all such multiple counterparts shall constitute but one and the same instrument.
- c. Entire Agreement. This Amendment sets forth all covenants, agreements, and understandings between Landlord and Tenant with respect to the subject matter hereof, and there are no other covenants, conditions, or understandings, whether written or oral, between the parties hereto except as set forth in this Amendment.
- d. Full Force and Effect. Except as expressly amended hereby, all of the terms, covenants, and conditions of the Lease remain unchanged and the Lease, as amended hereby, remains in full force and effect.
- e. Conflicts. The terms of this Amendment shall control in the event of any inconsistency or conflict between the terms of the Lease and the terms of this Amendment.
- f. Authority. Each party hereto warrants and represents to the other party that (i) it is a duly organized and existing legal entity, in good standing in its respective states; (ii) it has full right and authority to execute, deliver and perform this Amendment; and (iii) the person executing this Amendment on its behalf was authorized to do so.
- g. Successors and Assigns. Upon full execution hereof, this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- h. No Consents. Landlord represents that, as of the date of this Amendment, the consent or approval of a lender, mortgagee or any other third party is not required as a condition precedent to Landlord's execution and delivery of this Amendment.
- i. Brokers. Landlord and Tenant each represent and warrant to the other that it has had no dealings or negotiations with any broker or agent in connection with this Amendment other than Mountain West Retail/Investment Commercial Real Estate Services (the "Broker"). Each party covenants and agrees to indemnify, defend and hold harmless the other party from and against any costs, expenses, reasonable attorney's fees, and other liability for commissions or other compensation claimed by any broker or agent, other than the Broker, with respect to this Amendment, claiming through the indemnifying party. Any commissions and fees due and payable to Broker in connection with this Amendment shall be paid by Landlord pursuant to a separate agreement between Landlord and Broker, and Landlord shall indemnify, protect, defend and hold harmless Tenant with respect to any claims made by Mountain West Retail/Investment Commercial Real Estate for nonpayment thereof.

Signatures Appear on Following Page

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date aforesaid.

LANDLORD:

Wyoming Financial Properties, Inc.

BY: 

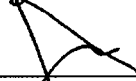
NAME: Michael Steele

TITLE: Vice President

DATE: 4-30-18

TENANT:

Morgan Stanley Smith Barney
Financing LLC

BY: 

NAME: Jeff Shoener

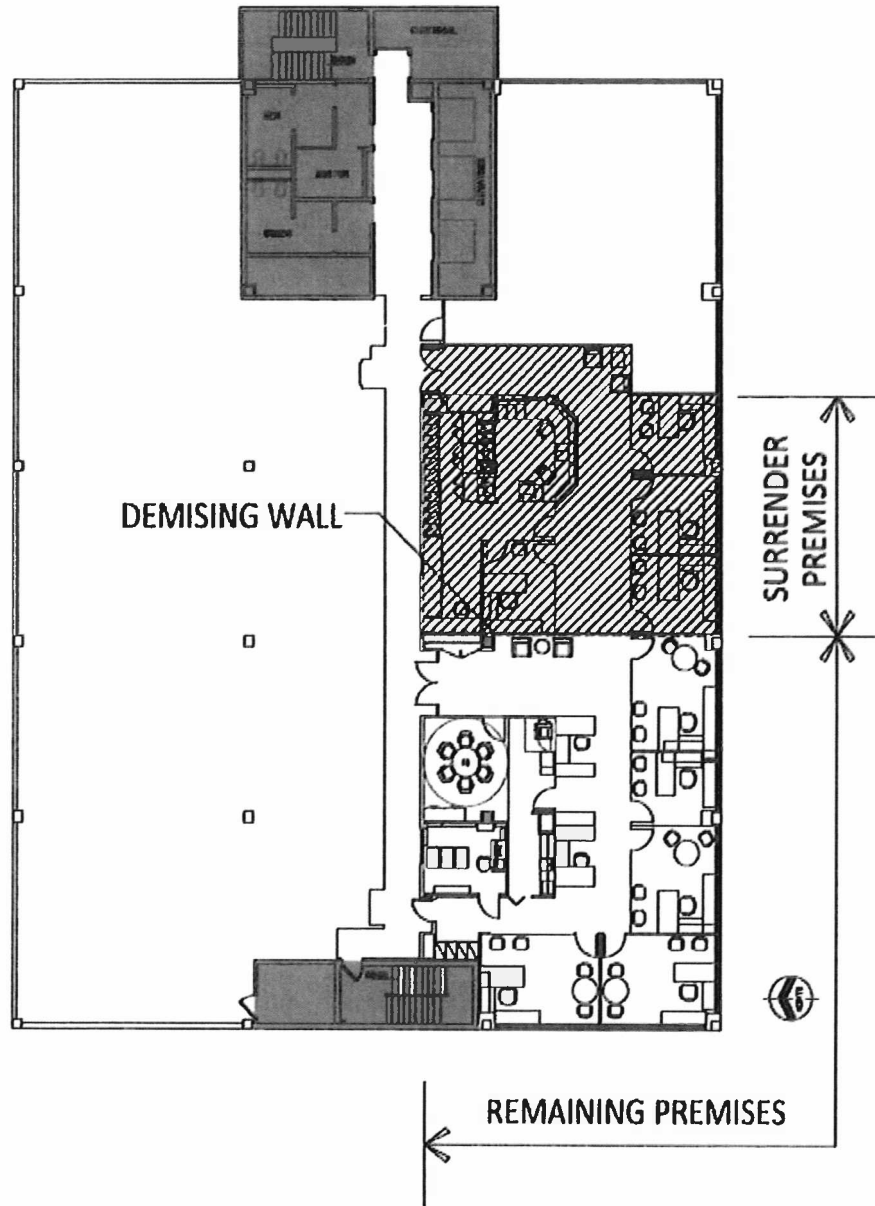
TITLE: Authorized Signatory

DATE: 4/23/18

EXHIBIT A

DEMISING PLAN/RETAINED PREMISES

EXHIBIT "A"



MorganStanley

123 W. 1ST STREET, 7TH FLOOR
CASPER, WY

EXHIBIT B

SCOPE OF LANDLORD'S WORK

1. Prepare and complete construction drawings of the Demising Work for Tenant's review and approval, which approval shall not be unreasonably withheld and, if such drawings have been prepared as of the date of this Amendment, Landlord shall promptly deliver a copy thereof to Tenant;
2. Install demising wall between the Surrendered Premises and the Retained Premises in the location shown on *Exhibit A* to this Amendment;
3. Separate all utility services supplied to the Retained Premises (from such services supplied to the Surrendered Premises or any other areas) such as electric, water, and HVAC, and install sprinklers and fire/life safety systems, in all cases in accordance with applicable laws, codes and regulations;
4. Paint and finish the demising wall on the Retained Premises' side of such wall;
5. Reconfigure the entry/reception/waiting area of the Retained Premises to accommodate the modified floor plan of the Retained Premises after the Partial Surrender Date, as shown on *Exhibit A* to this Amendment, in accordance with the construction drawings approved by Tenant;
6. Reconfigure the portion of the Retained Premises currently used as a seminar room to create a copy room and a conference room;
7. Modify ceilings and lighting within the Retained Premises as required to accommodate the demising wall and internal walls and layout;
8. Refurbish Retained Premises to remove existing flooring/carpeting and install new flooring/carpeting throughout; and
9. Paint and install new wallcoverings in those portions of the Retained Premises affected by the reconfiguration work.

All finishes for paint, wallcovering and flooring/carpet in the Retained Premises shall meet and satisfy current Tenant standards.

RENEWAL OFFICE SPACE LEASE

THIS RENEWAL LEASE, dated for references purposes only as of 27 March, 2018 is made by and between Wyoming Financial Properties (Lessor) and Wells Fargo Clearing Services, LLC, a Delaware limited liability company DBA Wells Fargo Advisors (formerly known as Wells Fargo Advisors LLC) (Lessee) and the parties agree as herein after set forth.

Article 1: BASIC LEASE PROVISIONS

Each entry set forth below in this Article 1 relates to a specific provision of the Lease and is referenced thereto for convenience or relates to a specific matter which is identified below.

1.01 Building Names and Address	Casper Business Center 123 West First Street Casper, Wyoming 82601
1.02 Premises: Suite Number(s) Floor: Square Feet:	Suite: 100 First Floor (lobby) 1,249 sf
1.03 Lease Term	3 Years subject to Exhibit E, hereto attached.
1.04 Commencement Date	December 1, 2018
1.05 Basic Monthly Rent	1717.28
1.06 Security Deposit	N/A
1.07 Use of Premises	General office space
1.08 Lessor's Address	Wyoming Financial Properties 400 East First Street, Suite 209 Casper, Wyoming 82601
1.09 Lessee's Address	Wells Fargo Property Group Attn: Leasing Administration (BE 107500) 1525 West WT Harris Blvd. Charlotte, NC 28262
1.10 Exhibits Attached:	Exhibit E – Termination Option


Except as set forth above, all other terms and provisions of the Lease, shall remain unchanged and in full force and effect.

END OF DOCUMENT - SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date foresaid.

LESSOR: Wyoming Financial Properties

LESSEE: Wells Fargo Clearing
Services, LLC (dba Wells Fargo
Advisors)



BY: Michael Steele

TITLE: Vice President

DATE: 7 June 2012

BY: Stephen W. Schilffarth

TITLE: Negotiator 3

DATE: _____

BY: Charles Townsend

TITLE: Negotiator

DATE: _____

EXHIBIT E – Termination Option

Lessor and Lessee agree that Lessee may terminate this Lease December 31, 2019 or December 31, 2020 upon 180 days written notice to Lessor and payment of a termination fee equal to one month's rent.

LANDLORD:

Wyoming Financial Properties

By:_____

Mike Steele

Dated:_____

6-14-62

COOPERATING BROKER:

CBRE, Inc., a Delaware corporation

By: _____

Blake Craig

Dated: 6/12/2018

COMMERCIAL REAL ESTATE SERVICES

CBRE, Inc.
Office Properties

CBRE

3500 John F. Kennedy Parkway, Suite 310
Fort Collins, Colorado 80525

970.372.3007 Tel
970.372.3839 Fax

www.cbre.com

June 12, 2018

BY ELECTRONIC MAIL

Mike Steele
Wyoming Financial Properties
400 East First Street, Suite 209
Casper, Wyoming 82601

Re: ***Lease Commission Agreement***
123 West First Street, Casper, Wyoming 82601 ("Property")

Dear Mr. Steele:

This Agreement between CBRE, Inc., a Delaware corporation, Blake Craig, (hereinafter referred to as "Cooperating Broker"), and Wyoming Financial Properties (hereinafter referred to as "Landlord") constitutes an agreement to pay a real estate brokerage commission to be paid by Wyoming Financial Properties ("Owner") for the lease of that certain real property described as:

Wells Fargo Clearing Services, located at 123 W First Street for 1,249 RSF, City: Casper, State of Wyoming.

Landlord agrees to pay to Cooperating Broker, and Cooperating Broker agrees to accept as its full and only compensation for services it rendered in connection with the lease or proposed lease to the prospective tenant identified below, **three percent (3%) of total lease value = \$1,854.66, based on a 3-year Lease Agreement, due upon execution**. Such commission shall be payable only if said property is leased during the term of this Agreement to Wells Fargo Clearing Services, Tenant, or any of its affiliates, subsidiaries, nominees, designees, assigns or successors.

Landlord agrees that it will not modify or in any way reduce the amount of Cooperating Broker's commission hereunder without Cooperating Broker's prior written consent. In the event that Owner fails to pay the commission due hereunder, Landlord agrees to promptly and diligently pursue collection thereof, including the initiation of litigation, if necessary.

Landlord agrees to disclose to Cooperating Broker and to prospective tenants any and all information which Landlord has regarding the condition of the property, including, but not limited to, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks in, on, or about the property.

This Agreement shall become effective upon its execution by both parties and shall continue until 6/12/2019. If, on said expiration date, the Owner and the prospective tenant identified in paragraph 2 are still negotiating for the lease of the said property, this Agreement may be extended until such negotiations cease or a sale is consummated.

This Agreement constitutes the entire agreement between Landlord and Cooperating Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Landlord and Cooperating Broker. This Agreement shall be binding upon the successors and assignees of the parties. Client acknowledges receipt and shall execute the Wyoming Real Estate Brokerage Disclosure.

STIFEL

November 29, 2017

Mike Steele
Wyoming Financial Properties
400 East First Street, Suite 209
Casper, WY 82601

Re: Casper, WY

Dear Mike,

Enclosed please find two (2) original Amendment to Lease agreements for the above-referenced location executed on behalf of Stifel, Nicolaus & Company, Incorporated.

Please return one fully executed original to my attention. If you have any questions, do not hesitate to call.

Sincerely,



Patty Fierst
Executive Assistant to the President

One Financial Plaza | 501 North Broadway | St. Louis, Missouri 63102 | (314) 342-2000 main

Stifel, Nicolaus & Company, Incorporated | Member SIPC & NYSE | www.stifel.com

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE, dated for references purposes only as of November 27, 2017 to amend that certain lease dated March 31, 2006, amended March 7, 2007, amended December 28, 2011 is made by Wyoming Financial Properties, LLC (Lessor) and UBS Financial Services, Inc. (Lessee) assignment to and assumption by Stifel, Nicolaus & Company, Incorporated September 11, 2009 and the parties agree as herein after set forth.

Article 1: BASIC LEASE PROVISIONS

Each entry set forth below in this Article 1 relates to a specific provision of the Lease and is referenced thereto for convenience or relates to a specific matter which is identified below.

1.01 Building Names and Address	Casper Business Center 123 West First Street Casper, WY 82061
1.02 Premises: Suite Number(s)	Suite 500
Floor:	Fifth
Square Feet:	USP: 3,450 RSF: 3,795
1.03 Lease Term	Five (5) Years
1.04 Commencement Date	December 1, 2017
1.05 Monthly Rent	\$4,168.18
1.06 Security Deposit	N/A
1.07 Use of Premises	General office space
1.08 Lessor's Address	Wyoming Financial Properties 400 East First Street, Suite 209 Casper, Wyoming 82601
1.09 Lessee's Address	Stifel, Nicolaus & Company, Incorporated 501 N. Broadway St. Louis, Missouri 63102 Attn: President
1.10 Exhibits Attached:	N/A

Except as set forth above, all other terms and provisions of the Lease, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date foresaid.

LESSOR: Wyoming Financial Properties

LESSEE: Stifel, Nicolaus & Company, Incorporated

BY: [Signature]

BY: [Signature]

TITLE: VPO OPERATIONS

TITLE: President

DATE: 11-30-17

DATE: 11-29-17



UBS Financial Services Inc.
1000 Harbor Boulevard
Weehawken, NJ 07086
Tel. 201-352-3000
Fax 201-352-4815

www.ubs.com

September 14, 2009

VIA EXPRESS MAIL

Wyoming Financial Properties, Inc.
400 East First Street, Suite 209
P. O. Box 130
Casper, Wyoming 82602

Re: Lease Agreement dated March 31, 2006 (the "Lease") between Wyoming Financial Properties, Inc., as Landlord ("Landlord") and UBS Financial Services Inc., ("UBS") as Tenant, covering the premises known as 123 West First Street, Casper, WY 82601 (the "Premises")

Dear Sir or Madam:

Please be advised that on September 11, 2009, UBS sold certain of its assets to Stifel, Nicolaus & Company, Incorporated ("Stifel Nicolaus"). As part of this transaction UBS has assigned its interest in the captioned Lease to Stifel Nicolaus with the result that Stifel Nicolaus is now the tenant under the Lease. A fully executed counterpart of the Assignment and Assumption of the Lease is attached for your records.

Going forward, all notices, correspondence and billings should be sent directly to Stifel Nicolaus to the attention of James M. Zemlyak, Stifel, Nicolaus & Company, Incorporated, 501 N. Broadway, St. Louis, MO 63102. In the meantime, if you have any questions or comments regarding the Lease, you may contact Mr. Zemlyak, or his assistant, Patty Fierst, at (314) 342-2228.

Thank you.

Very truly yours,

UBS Financial Services Inc.

By: Carmela V. Roco
Carmela V. Roco
Director
Real Estate Lease Administration

UBS Financial Services Inc. is a subsidiary of UBS AG.

ASSIGNMENT AND ASSUMPTION OF LEASE

This ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made as of September 11, 2009 (the "Transfer Date"), by and among UBS FINANCIAL SERVICES, INC., a Delaware corporation ("Assignor") and STIFEL, NICOLAUS & COMPANY, INCORPORATED, a Missouri corporation ("Assignee").

RECITALS:

A. Assignor is the tenant of the premises located at 123 West First Street, Casper, Wyoming 82601 (the "Premises") pursuant to that certain lease dated as of March 31, 2006 (as may have been amended and/or previously assigned to Assignor prior to the date hereof, the "Lease"), by and between Assignor, as tenant, and Wyoming Financial Properties, Inc., as landlord ("Landlord").

B. Assignee has agreed to purchase and acquire from Assignor, and Assignor has agreed to sell and convey to Assignee on and after the Transfer Date, certain of Assignor's assets (the "Acquisition"), and in connection with, and subject to the terms of, the Acquisition, Assignor desires to assign to Assignee on and after the Transfer Date all of Assignor's right, title and interest in and obligations under the Lease and Assignee desires to assume all of the terms, covenants and conditions of the Lease, on and after the Transfer Date.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor assigns to Assignee, on and after the Transfer Date, all of Assignor's right, title and interest in, to and under the Lease, and subject to the covenants, conditions and provisions contained therein, Assignee shall be entitled to all rights, title and interest in, to and under the Lease.

2. Assignee hereby assumes, as of the Transfer Date, the performance of all of the terms, covenants and conditions of the Lease which may arise or be required to be performed, kept or observed on the part of the Assignor from and after the Transfer Date.

3. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any and all losses, costs, claims, demands, obligations, injuries, penalties, damages, liabilities or expenses, including, without limitation, reasonable attorneys' fees and disbursements, of whatever kind or nature (hereinafter collectively referred to as "Loss") which Assignee may incur or suffer by reason of or in connection with (i) any default under or breach of the Lease by Assignor occurring prior to the Transfer Date, (ii) Assignor's management or use of the Premises prior to the Transfer Date, or (iii) any other matter with respect to the Lease or the Premises accruing prior to the Transfer Date. Assignor shall pay any obligation arising under the preceding sentence on demand by Assignee.

4. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from and against any and all Losses which Assignor may incur or suffer by reason of or in connection with (i) any default under or breach of the Lease by Assignee, its successors and assigns, occurring on or after the Transfer Date, (ii) Assignee's management or use of the Premises on or after the Transfer Date, or (iii) any other matter with respect to the Lease or the Premises accruing on or after the Transfer Date. Assignee shall pay any obligation arising under the preceding sentence on demand by Assignor.

5. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

6. This Assignment shall be governed by, interpreted under and construed and enforced in accordance with laws of the state in which the Premises are located.

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original as to any party whose signature appears thereon and all of which when taken together shall constitute one and the same instrument.

8. Any notices, statement or other communication required or permitted to be given, pursuant to the Lease or pursuant to any applicable law or requirement of public authority (collectively, "Notice") shall be in writing and shall be deemed to have been properly given, rendered or made if sent by personal delivery, recognized overnight courier with computerized tracking capabilities, by registered mail, or by certified mail, return receipt requested (registered and certified mail to be posted in a United States post office station or depository in the continental United States), addressed as follows:

If to Assignee at:

Stifel, Nicolaus & Company, Incorporated
501 N. Broadway
St. Louis, Missouri 63102
Attention: CFO

and

Stifel, Nicolaus & Company, Incorporated
501 N. Broadway
St. Louis, MO 63102
Attention: Legal Department - Real Estate

If to Assignor at:

UBS Financial Services Inc.
1000 Harbor Boulevard-Fifth Floor
Weehawken, NJ 07086
Attn: Director of Lease Administration

and

UBS Financial Services Inc.
1000 Harbor Boulevard-Fifth Floor
Weehawken, NJ 07086
Attn: Managing Attorney – Real Estate

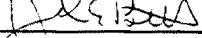
or, in either case, to such other address as Assignor or Assignee, as the case may be, shall have notified the other party by written notice given in accordance with this Section.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR
UBS FINANCIAL SERVICES INC.


ASSIGNEE
STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By: 

By: _____

Name: **JOHN BETSILL**
Title: **EXECUTIVE DIRECTOR**

Name:
Title:

By: 

Name: **CATHLEEN ARCIOLD**
Title: **DIRECTOR**

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR
UBS FINANCIAL SERVICES INC.

By: _____

Name:

Title:

ASSIGNEE
STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By:  _____

Name: David D. Stiney

Title: SVP

By: _____

Name:

Title:

Via UPS

February 28, 2008

Mr. Lee Karavitas
Wyoming Financial Properties, Inc.
400 East First Street, Suite 209
Casper, Wyoming 82602

Re: Lease dated March 31, 2006, as amended by the First Amendment to
Lease dated April 8, 2007, (the "Lease") by and between Wyoming Financial
Properties, Inc., as Landlord and UBS Financial Services Inc., as Tenant, for
premises located at 123 West First Street, Casper, Wyoming ("Premises")

Dear Mr. Karavitas:

This letter shall confirm our agreement that the Commencement Date of the Lease is
December 1, 2007 and the Expiration Date of the Lease is November 30, 2017.

Please evidence your agreement by signing the enclosed copies of this letter in the space
provided below for your signature and returning one fully executed letter in the enclosed
UPS envelope.

Thank you.

Very truly yours,

UBS FINANCIAL SERVICES INC.

By: 

Cathleen Arciold
Director

By: 

John Betsill
Executive Director

Agreed and Accepted by:

WYOMING FINANCIAL PROPERTIES, INC.

By: 

Lee Karavitas

Enclosures

cc: N. Smolar
C. Arciold

UBS Financial Services Inc. is a subsidiary of UBS AG.

COPY

LANDLORD CONSENT

Landlord, as landlord under the Lease (as such term is defined in the Assignment and Assumption of Lease attached hereto), hereby (i) gives any and all consents necessary under the Lease to the assignment of the Lease by UBS FINANCIAL SERVICES INC. ("Assignor") to STIFEL, NICOLAUS & COMPANY, INCORPORATED ("Assignee"), and (ii) certifies to Assignee that the Lease is in full force and effect and to its knowledge neither Landlord nor Assignor is currently in default under the Lease.

Landlord's consent hereunder shall not be deemed in any manner to be a consent to any other sublease or assignment or any occupancy of any portion of the leased premises by any other party whatsoever. Any proposed sublease or assignment by Assignee or any occupancy of any portion of the leased premises by any other party shall be subject to the provisions governing assignment and subleasing under the Lease.

Dated: _____, 2009

LANDLORD:

Wyoming Financial Properties, Inc.

By: _____
Name:
Title:

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE, dated for references purposes only as of March __, 2007 to amend that certain lease dated March 30, 2006 (the Lease) is made by Wyoming Financial Properties, Inc. (Lessor) and UBS Financial Services Inc. (Lessee) and the parties agree as hereinafter set forth.

A. Whereas, Lessor and Lessee desire to expand the Premises and extend the term of the Lease and to amend certain other provisions of the Lease.

B. Article 1 of the Lease is hereby deleted in its entirety and replaced with the following language:

Article 1: BASIC LEASE PROVISIONS

Each entry set forth below in this Article 1 relates to a specific provision of the Lease and is referenced thereto for convenience or relates to a specific matter which is identified below.

1.01 Building Names and Address	Casper Business Center 400 East First Street Casper, Wyoming 82601
1.02 Premises: Suite Number(s)	500 (2,453 rsf) and 505 (3,736 rsf) As depicted on Exhibit A attached hereto Fifth Floor, Total of 6,189 rsf
1.03 Lease Term	10 years provided Lessee shall have an option to terminate after the fifth year upon 120 days prior written notice
1.04 Effective Date of this Amendment	120 days after Lessor's delivery of Suite 505 to Lessee in broom clean and vacant condition (provided that the proposed Expansion space is delivered to Lessee by 6/1/2007)
1.05 Basic Monthly Rent Effective Date of This Amendment (prior to the Effective Date, the current Basic Monthly Rental shall remain \$2,453.00)	\$6189.00
1.06 Security Deposit	N/A
1.07 Use of Premises	General office space
1.08 Lessor's Address	Wyoming Financial Properties PO Box 130 Casper, Wyoming 82602
1.09 Lessee's Address	Rider 1.09A
1.10 Exhibits Attached:	<u>Exhibits A, B, C, D & E</u>

C. Article 21 "Relocation" of the Lease is hereby deleted in its entirety.

Except as set forth above, all other terms and provisions of the Lease, including the Rider to Lease, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date foresaid.

LESSOR: Wyoming Financial Properties, Inc.

BY: *L. Karamita*

TITLE: *Vice President*

DATE: *4/8/07*

LESSEE: UBS Financial Services Inc.

BY: *Terry Ann Goulard*

TITLE: *TERRY ANN GOULARD
MANAGING DIRECTOR*

BY: *Glenn T. Steffke*

TITLE: *GLENN T. STEFFKE
DIRECTOR*

DATE: *3/2/07*

OFFICE LEASE

Between

Wyoming Financial Properties, Inc

("Lessor")

and

UBS Financial Services, Inc.

("Lessee")

March 31, 2006

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OFFICE SPACE LEASE

THIS LEASE, dated for reference purposes only as of _____, 2006 is made by and between Wyoming Financial Properties, Inc. ("Lessor") and UBS Financial Services, Inc. ("Lessee") and the parties agree as herein after set forth.

Article 1: BASIC LEASE PROVISIONS

Each entry set forth below in this Article 1 relates to a specific provision of the Lease and is referenced thereto for convenience or relates to a specific matter, which is identified below.

1.01	Building Name and Address	Casper Business Center 123 West First Street Casper, WY 82601
1.02	Premises: Suite Number(s): Floor(s): Square Feet:	500 Fifth Floor 2453
1.03	Lease Term:	24 months
1.04	Commencement Date:	March 31, 2006
1.05	Basic Monthly Rent:	\$2,453.00
1.06	Security Deposit:	\$ N/A
1.07	Use of Premises:	General Office
1.08	Lessor's Address:	Wyoming Financial Properties, Inc. 400 East First Street, Suite 209 P.O. Box 130 Casper, Wyoming 82602
1.09	Lessee's Address:	Rider 1.09 A
1.10	Exhibits Attached:	<u>Exhibits A, B, C, D (Rider to Lease)</u>

Article 2: PREMISES

- 2.01 Lessor hereby leases to Lessee and Lessee hereby hires from Lessor, subject to all terms and conditions of this Lease, those certain premises (the 'Premises') located in the building (the "Building"), the name and address of which are as set forth in Section 1.01 of the Basic Lease Provisions, which Premises are shown and identified as the Suite Number(s) and located on the floor(s) each as set forth in Section 1.02 of the Basic Lease Provisions and in the drawing attached hereto as Exhibit A". The Building, the land upon which the Building is located, which is described on Exhibit "B" attached hereto, and all other improvements on the land are herein collectively referred to as the "Project."

Article 3: TERM

- 3.01 Initial Term. The term of this Lease, unless sooner terminated as provided herein, shall be as set forth in Section 1.03 commencing on the "Commencement Date," which shall be the first to occur of (i) the date Lessee occupies the Premises for purposes other than construction and decorating or (ii) the date set forth in Section 1.04 of the Basic Lease Provisions. If Lessor, for any reason whatsoever, cannot deliver possession of the Premises to Lessee on or before the specified date in (ii) above, or a reasonable period of time thereafter this Lease shall not be void or voidable and the Lessor shall not be liable to Lessee for any loss or damage resulting therefrom, but in such event, Lessee shall not be liable for any rent until such time as Lessor delivers possession of the Premises to Lessee. In the event possession cannot be delivered within 90 days of the specified date in (ii) above this Lease shall be voidable by either the Lessor or the Lessee giving written notice that the lease is void.

Article 4: RENT

- 4.01 Beginning with the Commencement Date, Lessee shall pay a Basic Monthly Rent for the Premises in the amount specified in Section 1.05 of the Basic Lease Provisions payable on the first day of each month in advance, except that if the Commencement Date occurs on a day other than the first day of a month, then the Basic Monthly Rent for the fraction of the month starting with the Commencement Date shall be paid on said Commencement Date, prorated on the basis of the actual number of days of a month, and if the expiration date is on a day other than the last day of a month the Basic Monthly Rent for the month during which said expiration occurs shall be prorated on the basis of the actual number of days in said month. In addition to the Basic Monthly Rent, Lessee shall pay, as Additional Rent; other amounts as and when hereinafter provided in this Lease. The Basic Monthly Rent and Additional Rent are sometimes hereinafter collectively referred to as the Rent. The Rent shall be payable to Lessor, without further notice or demand and without deduction or offset [Rider 4.01 A], in lawful money of the United States of America at the address for Lessor set forth in Section 1.08 of the Basic Lease Provisions, or to such other person or at such other place as Lessor may from time to time designate in writing.

Article 5: RENT ADJUSTMENT

- 5.01 The Basic Monthly Rent shall be adjusted on the anniversary date for each year of the term to reflect increases in the costs of building operating expenses including but not limited to real estate taxes, electricity, natural gas, water, sewer, insurance premiums, janitorial services, trash removal, snow removal, supplies and materials.

The Rent Adjustment shall be determined by multiplying the cumulative percentage increase, if any, in the Wyoming Cost of Living Index Statewide (WCLIS) for the previous 12 months times the Basic Monthly Rent for the previous year. The product shall be the monthly Rent Adjustment to be paid as Additional Rent each month. Provided, however that the Rent Adjustment shall not exceed 5% of the previous years Rent [Rider 5.01 A].

- 5.02 Payment of Rent. Lessee shall pay Lessor the Basic Monthly Rent and any Additional Rent, when and, as it shall become due and payable. All Basic Monthly Rent and Additional Rent which have not been paid within ten (10) days of the due date shall bear interest from the due date until paid at the Prime Rate of Interest at U.S. Bank National Association (the "Reference Rate") on the date ten (10) days following the date such Basic Monthly Rent or Additional Rent shall have been due and payable, plus two (2) percent per annum. Such interest shall be paid by Lessee to Lessor upon demand.

Article 6: SECURITY DEPOSIT

- 6.01 Lessee has deposited with Lessor the sum set forth in Section 1.06 of the Basic Lease Provisions as security for the full and faithful performance of every provision of this Lease to be performed by Lessee. If Lessee defaults with respect to any provision of this Lease, including, without limitation, the provisions relating to the payment of Rent, the repair of damage to the Premises or cleaning the Premises upon termination of this Lease, Lessor may use, apply or retain all or any of this Security Deposit for the payment of any Rent or other sum in default, the repair of such damage to the Premises, the cost of such cleaning or the payment of any other amount which Lessor may spend or become obligated to spend by reason of Lessee's default or to compensate Lessor for any other expense, loss or damage which Lessor may suffer by reason of Lessee's default to the full extent permitted by law. If any portion of said deposit is so used, applied or retained, Lessee shall, within ten (10) days after written demand therefore, deposit with Lessor an amount sufficient to restore the security deposit to its original amount and Lessee's failure to do so shall be a material default and breach of this Lease. Lessor shall not be required to keep any Security Deposit separate from its general funds, and Lessee shall not be entitled to interest on any such deposit. If Lessee shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Lessee or to the last assignee of Lessee's interest hereunder at the expiration of the term of this Lease.

Article 7: UTILITIES AND SERVICES

- 7.01 Lessor shall furnish to the Premises during reasonable hours of generally recognized business days such amounts of air conditioning; heating and ventilation as may be reasonably necessary for the comfortable use and occupation of the Premises. Subject to the provisions set forth below, Lessor shall at all times furnish the Premises with elevator service and reasonable amounts of electric current for normal lighting by Lessor's building standard overhead fluorescent and incandescent fixtures and for fractional horsepower office machines and furnish the common areas of the Building with water for lavatory and drinking purposes. Lessor may impose a reasonable charge for any utilities or services, including, without limitation, electric current, required to be provided by Lessor by reason of any excessive use of any thereof or by reason of any substantial recurrent use of the Premises at any time other than reasonable hours of generally recognized business days. Lessor shall provide janitorial service equivalent to that

furnished in comparable office buildings and window washing as reasonably required; provided, however, that Lessee shall pay for any additional or unusual janitorial services required by reason of any non-building standard improvements in the Premises, including without limitation wall coverings and floor coverings, installed by or for Lessee. Lessor shall replace fluorescent tubes and ballast in the Lessor's building standard overhead fluorescent fixtures as required. Lessee shall pay for replacement of all other bulbs as required. Lessor shall not be liable for any failure to furnish any of such services or utilities when such failure is caused by accident, strikes, lockouts, other labor troubles or other conditions beyond Lessor's reasonable control, including, without limitation, any governmental water, energy or other conservation program. No such failure shall entitle Lessee to any damages, relieve Lessee of the obligation to pay the full rent reserved herein or constitute or be construed as a constructive or other eviction of Lessee.

- 7.02 Lessee will not without the prior written consent of Lessor, which Lessor will not unreasonably withhold, use any apparatus or device in the Premises, including without limitation electronic data processing machines, punch card machines and machines requiring power in excess of five hundred (500) watts, which will in any way increase the amount of electricity or water usually furnished or supplied for use of the Premises as general office space; nor connect any apparatus, machine or device with water pipes or electric current (except through existing electrical outlets in the Premises), for the purpose of using electric current or water. If Lessee shall require electric current in excess of that which Lessor is obligated to furnish under Section 7.01 above, Lessor may cause an electric current meter to be installed in the Premises to measure the amount of electric current consumed for any such use. The cost of any such meter and of installation, maintenance and repair thereof shall be paid for by Lessee, and Lessee shall reimburse Lessor promptly upon demand therefore by Lessor for all such electric current consumed for any such use as shown by said meter at the rates charged for such services by the local public utility furnishing the same plus any additional expense incurred in keeping account of the electric current so consumed. If any lights, machines or equipment (including without limitation electronic data processing machines) are used by Lessee in the Premises which materially affect the temperature otherwise maintained by the air conditioning system, or generate substantially more heat in the Premises than would be generated by the building standard lights and usual fractional horsepower office equipment, Lessor shall have the right to install any machinery and equipment which Lessor reasonably deems necessary to restore temperature balance, including without limitation modifications to the standard air conditioning equipment, and the cost thereof, including the cost of installation and any additional cost of operation and maintenance occasioned thereby, shall be paid by Lessee to Lessor upon demand by Lessor.

Article 8: USE OF PREMISES

- 8.01 Lessee shall use and occupy the Premises only for the purposes specified in Section 1.07 of the Basic Lease Provisions and shall not use or occupy the Premises for any other purpose, including without limitation any medical or dental office, clinic, laboratory or similar business, without the prior written consent of Lessor. Lessee shall not use or occupy the Premises in violation of law and shall discontinue any use of the Premises which is declared by any governmental authority to be a violation of law. Lessee, at its sole cost and expense, shall comply with any directive of any governmental authority, which shall impose any duty upon Lessee or Lessor with respect to the Premises or the use or occupation thereof, by reason of the nature of Lessee's use or occupancy of the

Premises. [Rider 8.01 A] Lessee shall not commit, or suffer to be committed, any waste, nuisance or other act which may disturb the quiet enjoyment of any other Lessee or other occupant of the Building, or any act which may increase the cost of public liability insurance for the Project or which is otherwise in contravention of insurance underwriting regulations and guidelines.

Article 9: ACCEPTANCE OF PREMISES

- 9.01 Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the Premises or the Building or with respect to the suitability or fitness of either for the conduct of Lessee's business or for any other purpose. The taking of possession or use of the Premises by Lessee for any purpose other than construction shall conclusively establish that the Premises and the Building were at such time in satisfactory condition and in conformity with the provisions of this Lease in all respects [Rider 9.01 A].

Article 10: ALTERATIONS AND EQUIPMENT

- 10.01 Lessee shall make no alterations or improvements to the Premises, other than usual decorating work, without the prior written consent of Lessor, which will not be unreasonably withheld and Lessor may impose as a condition to such consent such requirements as to the manner in which or the time or times at which such work shall be done and Lessor shall have the right to approve the contractor selected by Lessee to perform such work. All such alterations, additions or improvements shall become the property of Lessor and shall be surrendered with the Premises, as a part thereof, at the end of the term of this Lease.

Article 11: LIENS

- 11.01 Lessor shall keep the Premises and the Building free from any mechanics' liens that affect Lessee's interest in the Premises or Building arising out of any work performed, materials furnished or obligations incurred by or on behalf of the Lessor. Lessor shall indemnify and hold harmless the Lessee from and against any such lien or claim or action thereof and reimburse Lessee promptly on demand therefore by Lessee for costs of suit and reasonable attorney's fees incurred by Lessee in connection with any such claim or action.

Lessee shall keep the Premises and the Building free from any mechanics liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Lessee. Lessee shall indemnify and hold harmless Lessor from and against any such lien or claim or action thereof and reimburse Lessor promptly upon demand therefore by Lessor for costs of suit and reasonable attorney's fees incurred by Lessor in connection with any such claim or actions.

Article 12: TAX ON LESSEE'S PROPERTY

- 12.01 Lessee shall be liable for, and shall pay when due and before any delinquency, all taxes levied against any personal property or trade fixtures placed by Lessee in or about the Premises. If any such taxes on Lessee's personal property or trade fixtures are levied against Lessor or Lessor's property, or if the assessed value of Lessor's property is increased by the inclusion therein of a value placed upon such personal property or trade fixtures of Lessee and if Lessor, pays the taxes based upon such increased assessment

(which Lessor shall have the right to do regardless of the validity of such levy), Lessee shall pay to Lessor the taxes so levied against Lessor or the proportion of such taxes resulting from such increase in the assessment; provided, however, that upon payment to Lessor, Lessee shall have the right, in the name of Lessor and with Lessor's full cooperation but at no cost to Lessor, to bring suit in any court of competent jurisdiction to recover the amount of any such tax so paid, and any amount so recovered shall belong to Lessee.

Article 13: MAINTENANCE AND REPAIR

- 13.01 Subject to the provisions of Section 13.02 hereof, Lessee shall keep in good condition and repair the Premises and the fixtures therein and, subject to the provisions of Article 16 hereof, reimburse Lessor for all repairs thereto or to the Building which are made necessary as a result of any misuse or neglect by (i) Lessee or any of its officers, agents, employees, contractors or licensees, or (ii) any visitors, guests or invitees of Lessee while in the Premises.
- 13.02 Subject to the provisions of Section 7.01 and Article 19 hereof, Lessor shall maintain in good condition and repair the Building structure and public areas and the plumbing, air conditioning and electrical systems serving the Premises. Lessor shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need for such repairs or maintenance is given to the Lessor by Lessee. Except as provided in Article 19 hereof, there shall be no abatement of rent and no liability of Lessor by reason of any injury to or interference with Lessee's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building, including the Premises, or in or to the fixtures, appurtenances and equipment therein; provided, however, that in making such repairs, alterations or improvements, Lessor shall interfere as little as reasonably practicable with the conduct of Lessee's business in the Premises [Rider 13.02 A].

Article 14: ENTRY AND INSPECTION

- 14.01 Lessee will permit Lessor and its agents at all reasonable times during normal business hours and at any time in case of emergency, in such manner as to cause as little disturbance to Lessees as reasonably practicable, (i) to enter into and upon the Premises for the purpose of inspecting the same, or for the purpose of protecting the interest therein of Lessor, or to post notices of non-responsibility, and (ii) to take all required materials and equipment into the Premises, and perform all required work therein, including the erection of scaffolding, props, or other mechanical devices for the purpose of making alterations, repairs or additions to the Premises or to any other portion of the Building or maintaining any service provided by Lessor to Lessee, hereunder, including window cleaning and janitorial service, without any rebate of rent to Lessee for any loss of occupancy or quiet enjoyment of the Premises, or damage, injury or inconvenience thereby occasioned. Lessee shall also permit Lessor and its agents, upon request, to enter or pass through the Premises or any part thereof, at reasonable times during normal business hours to show the Premises to the fee owners, lessors of superior leases, holders of encumbrances on the interest of Lessor, or prospective purchasers, mortgagees, lessors or lessees of the Building or a portion thereof. Lessor shall also have the right to enter or pass through the Premises, or any part thereof, at such times as such entry shall be required by circumstances of emergency affecting the Premises or any other portion of the Building. If during the term hereof Lessee shall have removed substantially all of Lessee's property and personnel from the Premises, Lessor may enter the Premises and

repair, alter and redecorate the same, without abatement of rent and without liability to Lessee, and such acts shall have no effect on this lease.

Article 15: HOLD HARMLESS AND NON-LIABILITY

- 15.01 Lessee shall indemnify and hold harmless Lessor, its agents, and any and all affiliates of Lessor, including, without limitation, any corporations or other entities controlling, controlled by or under common control with Lessor, from and against any and all claims arising from injury to persons, loss of life or damage to property occurring in or about the Premises and from and against any and all costs, expenses and liabilities (including, without limitation, reasonable attorneys' fees) incurred by Lessor or said affiliates in or in connection with any such claim or any proceeding based thereon, to the extent such injury, loss of life or damage arises out of the negligence or willful act or failure to act of (i) Lessee, or any of its officers, employees, agents, contractors, or licensees or (ii) any visitors, guests or invitees or Lessee while in the Premises.
- 15.02 Lessee shall maintain in effect public liability and property damage insurance, naming Lessor as an additional insured, with a combined single limit of liability of not less than \$1,000,000. All such policies of insurance shall be evidenced by certificates delivered to Lessor shall name the Lessor as an additional insured and shall provide that the same cannot be canceled upon less than thirty (30) days written notice to Lessor.
- 15.03 Lessor shall indemnify and hold harmless Lessee from and against any and all claims arising from injury to persons, loss of life or damage to property occurring in or about the Premises and any and all costs, expenses and liabilities incurred by Lessee in or in connection with any such claim or any proceeding based thereon, to the extent such injury, loss of life or damage arises out of the negligence or willful act or failure to act of Lessor, or any of its officers, employees, servants, agents, contractors, or licensees; provided, however, that in no event shall Lessor be liable to Lessee for any damage to the Premises or for any loss, damage or injury to any property of Lessee therein or thereon occasioned by bursting, rupture, leakage or overflow of any plumbing or other pipes (including, without limitation, water, steam and/or refrigerant lines), sprinklers, tanks, drains, drinking fountains or washstands, or other similar cause in, above, upon or about the Premises or the Building.

Article 16: WAIVER OF SUBROGATION

- 16.01 Lessor and Lessee release each other, and their respective representatives, from any claims for damage to the Premises and the Building (including loss of income), and to the fixtures, personal property, improvements and alterations of either Lessor or Lessee in or on the Premises and the Building that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause their respective insurance policies to provide that the insurance company waives all rights of recovery by way of subrogation against either party or their representatives in connection with any damage covered by such policy. Neither party nor its representatives shall be liable to the other for any damage caused by fire or any other risks commonly included in any property insurance policy which is carried under the terms of this Lease or which a party to this Lease covenants to carry. If any such insurance policy with a waiver of subrogation provision cannot be obtained without payment of an additional premium charge above that charged by the insurance company issuing such policy without a waiver of subrogation provision, Lessee shall pay

such additional premium to the insurance carrier issuing any such policies Lessee covenants to carry under this Lease.

Article 17: ASSIGNMENT AND SUBLETTING

- 17.01 Lessee shall not either voluntarily or by operation of law assign, encumber, pledge or otherwise transfer or hypothecate all or any part of Lessee's leasehold estate hereunder, or permit the Premises to be occupied by anyone other than Lessee or Lessee's employees or sublet the Premises or any portion thereof without Lessor's prior written consent in each instance, which shall not be unreasonably withheld.

No collection or acceptance of rent by Lessor from any person other than Lessee shall be deemed a waiver of any provision of this Article 17 or the acceptance of any assignee or sublessee as the Lessee hereunder, or a release of Lessee from any obligation under this Lease, whether theretofore or thereafter accruing.

- 17.02 If Lessee desires at any time to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify Lessor of its desire to do so and shall submit in writing to Lessor (a) the name of the proposed sublessee or assignee; (b) the nature of the proposed sublessee's or assignee's business to be carried on in the Premises; (c) the terms and provisions of the proposed sublease or assignment and a copy of the proposed sublease or assignment; and (d) such financial information as Lessor may reasonably request concerning the proposed sublessee or assignee.

- 17.03 Within thirty (30) days after receipt by Lessor of the information specified in Section 17.02 hereof, Lessor may, at its sole discretion, by providing written notice to Lessee of Lessor's election:

- (a) consent to the requested assignment or sublease (such consent being subject in all circumstances to the provisions of Section 17.04, whether or not so expressly stated in the notice to Lessee setting forth such consent); or
- (b) withhold consent to the requested transfer, provided that consent will not be unreasonably withheld.

Lessor's consent to a proposed assignment or sublease shall be deemed given if, and only if, Lessee shall actually receive written notice from Lessor expressly setting forth Lessor's consent to the specific assignment or sublease. If for any reason Lessor fails to give Lessee written notice of Lessor's election as authorized by this Section 17.03 within the said thirty (30) day period, it shall be deemed that Lessor has elected to withhold consent to the proposed assignment or sublease.

- 17.04 Any consent of Lessor to any assignment or sublease shall be expressly conditioned upon, and any assignment or sublease shall be subject to, the following:

- (a) Lessee completing the negotiations for a valid and bona fide assignment or sublease to the assignee or sublessee identified in the notice referred to in Section 17.02 within sixty (60) days after the date of Lessor's consent and such assignment or sublease being in accordance with all the terms and provisions contained in

Lessee's notice sent pursuant to Section 17.02. If for any reason this condition fails, any consent given by Lessor shall be deemed of no force and effect and Lessee shall be required to again comply with all conditions of this Article 17 as if no consent had been given.

(b) Lessee delivering to Lessor, prior to the earlier of the date the assignment or sublease occurs or the date the assignee or sublessee takes possession of the Premises or any part thereof, executed originals of the assignment or sublease and any other agreement entered into in connection with such assignment or sublease. If an assignment, the form of assignment shall expressly state that the assignee assumes all of Lessee's obligations under this Lease. If a sublease, the sublease shall expressly state that it is subject to the provisions of this Lease, that it does not extend beyond the end of the Lease Term and that sublessee's right to transfer its interest in the sublease is subject to Lessor's rights under this Article 17.

(c) Lessee paying to Lessor as Additional Rent under this Lease, without affecting or reducing any other obligation of Lessee under this Lease, all rentals, whether so denominated or not under the assignment or sublease, which exceed in the aggregate the sums Lessee is to pay under this Lease. All sums due Lessor pursuant to this Section 17.04 (c) shall, be prorated if the assignment sublease covers less than all of the Premises according to the ratio with the portion of the Premises subleased bears to the total Premises.

[Rider 17.04 A]

- 17.05 No consent by Lessor to any assignment or subletting shall relieve Lessee of any obligation to be performed by Lessee under this Lease, whether accruing before or after such assignment or subletting. The consent by Lessor to any assignment or subletting shall not relieve Lessee from the obligation to obtain Lessor's express written consent to any other assignment or subletting. Any assignment or subletting which is not in compliance with this Article 17 shall be void and, at the option of Lessor, shall constitute a material default by Lessee under this Lease.
- 17.06 Each assignee or sublessee, other than Lessor, shall assume all obligations of Lessee under this Lease and shall be and remain liable jointly and severally with Lessee for the payment of the rent, and for the due performance of all the terms, covenants, conditions and agreements herein contained on Lessee's part to be performed for the term of this Lease; provided, however, that the assignee or sublessee shall be liable to Lessor for rent only in the amount set forth in the assignment or sublease. No assignment shall be binding on Lessor unless such assignee or Lessee shall deliver to Lessor a counter part of such assignment and instrument which contains a covenant of assumption by the assignee satisfactory in substance and form to Lessor, consistent with the requirements of this Section 17.07, but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge this assignee from its liability as set forth above.

Article 18: TRANSFER OF LESSOR'S INTEREST

- 18.01 In the event of any transfer or transfers of Lessor's interests in the Premises or the Project, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Lessor accruing from and after the date of such transfer.

Article 19: DAMAGE OR DESTRUCTION

- 19.01 If the Premises [Rider 19.01 A] are damaged by any casualty, the damage (exclusive of any property of Lessee or improvements installed by Lessee and located therein) shall be repaired by and at the expense of Lessor, provided such repairs can, in Lessor's opinion, be made within ninety (90) days after notice to Lessor of the occurrence of such damage without the payment of overtime or other premiums. Until such repairs are completed, the rent shall be abated in proportion to the part of the Premises which is unusable by Lessee in the conduct of its business; provided, however, that no rent shall be abated by reason of any portion of the Premises being unusable for a period of five (5) days or less.
- 19.02 If such repairs cannot, in Lessor's opinion, be made within such ninety (90) day period, Lessor may, at its option, make them within a reasonable time, and in such event this Lease shall continue in effect and the rent shall be abated in the manner and to the extent provided above. Lessor's election to make such repairs must be evidenced by written notice to Lessee within thirty (30) days after notice to Lessor of the occurrence of the damage advising Lessee whether or not Lessor will make such repairs and the estimated time for completing the same. If Lessor does not so elect to make such repairs, which cannot be made within such ninety (90) day period, then either party may by written notice to the other, cancel this Lease effective as of the date of such notice.
- 19.03 In case of any damage which Lessor is required or undertakes to repair as provided herein, Lessee may terminate this Lease by notice to Lessor at any time prior to completion of the required repairs if Lessor has not restored and rebuilt the Premises [Rider 19.03 A] (exclusive of any property of Lessee or improvements installed by Lessee located therein) to substantially the same condition as existed immediately prior to such damage within ninety (90) days after notice to Lessor of the occurrence of such damage, plus such additional period thereafter (not exceeding ninety (90) days) as shall equal the aggregate period Lessor may have been delayed in doing so by acts of God, adjustment of insurance, labor trouble, governmental controls, unavailability of materials, or any other cause beyond Lessor's reasonable control [Rider 19.03 B].
- 19.04 No damage, compensation or claim shall be payable by Lessor for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or other portion of the Building, and Lessor shall use its best efforts to effect such repair or restoration promptly and in such manner as to not unreasonably interfere with Lessee's use and occupancy of the Premises.
- 19.05 Lessor shall not be required to carry insurance of any kind on Lessee's property and, except by reason of the breach by Lessor of any of its obligations hereunder (subject to the provisions of Article 16 hereof), shall not be obligated to repair any damage thereto or replace the same.
- 19.06 A total destruction of the Building shall automatically terminate this Lease.

Article 20: EMINENT DOMAIN

- 20.01 If the whole of the Premises or so much thereof as to render the balance unusable by Lessee shall be taken under power of eminent domain, this Lease shall automatically terminate as of the date of such condemnation, or as of the date possession is taken by the condemning authority, whichever is earlier. No award for any partial or entire taking

shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation, together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Lessor any interest in or to require Lessee to assign to Lessor any award made to Lessee for its relocation expenses, the taking of personal property and fixtures belonging to Lessee, the interruption of or damage to Lessee's business or for Lessee's unamortized cost of Leasehold improvements.

- 20.02 In the event of a partial taking, which does not result in a termination of this Lease, rent shall be abated in proportion to that part of the Premises so made unusable to Lessee.
- 20.03 No temporary taking of the Premises or of Lessee's rights therein or under this Lease shall terminate this Lease or give Lessee any right to any abatement or rent hereunder; any award made to Lessee by reason of any such temporary taking shall belong entirely to Lessee, and Lessor shall not be entitled to share therein.

Article 21: RELOCATION

- 21.01 Lessor shall have the [Rider 21.01 A] right, at its option, upon at least thirty (30) days' written notice to relocate Lessee and to substitute for the Premises other space in the Building containing at least as much rentable area as the original Premises [Rider 21.01 B]. Such substituted Premises shall be improved by Lessor at its expense, with decorations and improvements at least equal in quantity and quality to those in the original Premises. Lessor shall pay the expenses reasonably incurred by Lessee in connection with such substitution of Premises, including but not limited to costs of moving, door lettering, telephone [Rider 21.01 C] relocation and reasonable quantities of new stationery [Rider 21.01 D].

Article 22: DEFAULTS AND REMEDIES

- 22.01 The occurrence of any one or more of the following shall constitute a default by Lessee:
- (i) The failure by Lessee to pay the rent or make any other payment required to be made by Lessee hereunder as and when due where such failure continues for five (5) days after written notice thereof by Lessor to Lessee;
 - (ii) The abandonment or vacation of the Premises by Lessee while rent remains unpaid;
 - (iii) The failure by Lessee to observe or perform any other provision of this Lease to be observed or performed by Lessee where such failure continues for ten (10) days after written notice thereof by Lessor to Lessee; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such ten (10) day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion;
 - (iv) The making by Lessee of any general assignment for the benefit of creditors; the filing by or against Lessee of a petition to have Lessee adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within thirty (30) days); the appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease where

possession is not restored to Lessee within thirty (30) days; or the attachment, execution or other judicial or governmental seizure of all or substantially all of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

22.02 Upon the occurrence of any default as specified in Section 22.01 hereof, Lessor, in addition to and not in lieu of any other remedy available to Lessor at law or in equity, shall have the option to pursue any one or more of the following remedies without any notice or demand;

(i) Terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor, and if Lessee fails to surrender the Premises, Lessor may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the Premises without being liable for prosecution of any claim for damages. Lessee agrees to pay on demand the amount of all loss and damage which Lessor may suffer by reason of the termination of this Lease under this subparagraph, whether through inability to relet the Premises on satisfactory terms or otherwise provided that such loss or damage, excluding physical damage caused by the Lessee to the premises, shall not exceed in amount the total rent due for the remainder of the lease term.

(ii) Enter upon and take possession of the Premises and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the Premises without being liable for any claim for damages, and relet the Premises on behalf of Lessee and receive directly the rent by reason of the reletting. Lessee agrees to pay Lessor on demand any deficiency that may arise by reason of any reletting of the Premises; further, Lessee agrees to reimburse Lessor for any expenditures made by it for repair up to the amount needed to bring premises up to condition of premises at beginning of lease, or repair in order to relet the Premises excluding normal wear and tear.

(iii) Enter upon the Premises without being liable for prosecution of any claim for damages, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease; further, Lessee agrees that Lessor shall not be liable for any damages resulting from effecting compliance with Lessee's obligations under this subparagraph. In addition to the foregoing provisions of this Section 22.02, in the event a receiver or conservator is appointed to take possession of the assets of Lessee and such receiver or conservator, pursuant to its rights under law, rejects this Lease, at Lessor's option and in addition to any other rights Lessor may have, there shall be due and owing Lessor, as liquidated damages, the lesser of (3) three months rent under this Lease or (ii) rent under this Lease for the period equal to one-half of the remaining term of this Lease from the date on which the receiver surrenders the Premises to Lessor. The term "rent" as used herein shall be deemed to be and to mean the Basic Rent and all other sums required to be paid by Lessee pursuant to the terms of this Lease. All such sums, other than the Basic Rent, shall be computed on the basis of the average monthly amount thereof accruing during the 24-month period immediately prior to the appointment of such receiver or conservator, except that if it becomes necessary to compute such rental before such 24-month period has occurred, then on the basis of the average monthly amount during such shorter period.

- 22.03 If Lessor terminates this Lease by reason of any such default, Lessor shall also have the right to re-enter the Premises and remove all persons and property from the Premises.
- 22.04 If Lessor does not elect to terminate this Lease on account of any such default as provided in Section 22.02 hereof, Lessor may from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.
- 22.05 If Lessee fails to make any payment of rent or other amount required to be made by Lessee hereunder as and when due, then, and after five (5) days written notice and in addition to any other amounts recoverable by Lessor hereunder, Lessee shall pay Lessor a late charge in an amount equal to the greater of (i) Five Percent (5%) of the amount past due, or (ii) Fifty Dollars (\$50.00) for each billing or additional billing on account of the past due amount, for the purpose of defraying the administrative costs and expenses incident to handling any delinquent payment hereunder, and the cost to Lessor of borrowed funds. Such late charge represents a fair and reasonable estimate by Lessor and Lessee of the fair average compensation for the loss that may be sustained by Lessor due to the failure of Lessee to make timely payments and the cost of borrowed funds, the parties hereto recognizing that the exact amount of such extra costs and expenses is impossible or extremely impracticable to ascertain. Such late charge shall be due and payable on demand and the acceptance thereof by Lessor shall in no event constitute a waiver of Lessee's default with respect to any such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies contained herein.

Article 23: SURRENDER OF PREMISES; REMOVAL OF PROPERTY

- 23.01 The voluntary or other surrender of this Lease by Lessee, or a mutual termination thereof, shall not work a merger, and shall at the option of Lessor, operate as an assignment to it of any or all subleases or subtenancies affecting the Premises.
- 23.02 Upon the expiration of the term of this Lease, or upon any earlier termination of this Lease, Lessee shall quit and surrender possession of the Premises to Lessor in as good order and condition as the same are now or hereafter may be improved by Lessor or Lessee, reasonable wear and tear and repairs which are Lessor's obligation excepted, [Rider 23.02 A]and shall, without expense to Lessor, remove or cause to be removed from the Premises all debris and rubbish, all furniture, equipment, business and trade fixtures, free-standing cabinet work, movable partitions and other articles of personal property, and all similar articles of any other persons claiming under Lessee unless Lessor exercises its option to have any subleases or subtenancies assigned to it, and Lessee shall repair all damage to the Premises resulting from such removal.
- 23.03 Whenever Lessor shall re-enter the Premises as provided in Article 22 hereof, or as otherwise provided in this Lease, any property of Lessee not removed by Lessee upon the expiration of the term of this Lease, as provided in this Lease, shall be considered abandoned and Lessor may remove any or all of such items and dispose of the same in any manner or including but not limited to storage at the expense and risk of Lessee, sale of any or all of such property at public or private sale, in such manner and at such times and places as Lessor, in its sole discretion, may deem proper, without notice to or demand upon Lessee giving away, throwing away or otherwise removing, destroying or disposing of such property in any manner determined by the Lessor in its sole discretion without notice demand or accounting to the Lessee.

- 23.04 All fixtures, equipment, alterations, additions, improvements or appurtenances attached to or built into the Premises ~~prior to or~~ during the term hereof, whether by Lessor at its expense or at the expense of Lessee or both, shall be or remain part of the Premises and shall not be removed by Lessee at the end of the term hereof unless otherwise expressly provided for in this Lease or unless such removal is required by Lessor. Such fixtures, equipment, alterations, additions, improvements or appurtenances shall include, without limitation, floor coverings, drapes, paneling, molding, doors, vaults, plumbing systems, electrical systems, lighting systems, silencing equipment, all fixtures, wiring and outlets for the systems mentioned above and for all telephone, radio, computer and television purposes, and any special flooring or ceiling installations. Lessee may remove all of Lessee's personal property, including fixtures, furniture business or office machines and communication equipment provided that, the Lessee shall pay for the removal including any cost of removal or repair of damage caused by removal.

Article 24: WAIVER OF DAMAGES FOR REENTRY

- 24.01 Lessee hereby waives all claims for damages that may be caused by Lessor's reentering and taking possession of the Premises or removing, disposing of or storing the property of Lessee [Rider 24.01 A], and Lessee shall indemnify and hold harmless Lessor therefrom, and no such reentry shall be considered or construed to be a forcible entry.

Article 25: COSTS OF SUIT

- 25.01 If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of or under this Lease, including any suit by Lessor for the recovery of rent or possession of the Premises, the losing party shall pay the successful party the costs of such suit and a reasonable sum for attorney's fees and such attorney's fees shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.
- 25.02 Should Lessor, without fault on Lessor's part, be made party to any litigation instituted by Lessee or by any third party against Lessee, or by or against any person holding under or using the Premises by license of Lessee, or for the foreclosure of any lien for labor or material furnished to or for Lessee or any such person or otherwise arising out of or resulting from any action or transaction of Lessee or of any such other person, Lessee shall indemnify and hold harmless Lessor from and against any judgment rendered against Lessor or the Premises or any part thereof, and all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in or in connection with such litigation.

Article 26: HOLDING OVER

- 26.01 If Lessee holds over after the term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case Basic Monthly Rent shall be payable at the rate of one hundred ten percent (110%) of the rent specified in Article 4 hereof, and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein. Nothing contained in this Article 26 shall be construed as consent by Lessor to any holding over by Lessee,

Article 27: SUBORDINATION

- 27.01 This Lease is and at all times shall be subject and subordinate to any ground or

underlying leases, mortgages, trust deeds or like encumbrances, which may now or hereafter affect the real property of which the Premises are a part, and to all renewals, modifications, consolidations, replacements and extensions of any such lease, mortgage, trust deed or like encumbrance. This clause shall be self-operative and no further instrument of subordination shall be required by and ground or underlying lessor or by any mortgage or beneficiary, affecting any lease or the real property of which the Premises are a part. In confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may request. The subordination of this Lease to any such lease, mortgage, trust deed or like encumbrance shall, however, be subject to the following:

(i) In the event of the sale of the Building upon foreclosure or upon the exercise of a power of sale, or by transfer in lieu of foreclosure or such exercise, Lessee will upon written request attorn to the purchaser and recognize the purchaser or transferee as the Lessor under this Lease.

(ii) Notwithstanding such subordination, Lessee's right to quiet possession of Premises shall not be disturbed so long as Lessee shall pay the rent and observe and perform all of the provisions of this Lease to be observed and performed by Lessee unless this Lease is terminated pursuant to specific provisions relating thereto contained herein.

Article 28: ESTOPPEL CERTIFICATES

- 28.01 Lessee shall at any time and from time to time upon not less than thirty (30) days' prior notice by Lessor, execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Basic Rent, additional rent and other charges have been paid in advance, if any, and stating whether or not to the best knowledge of Lessee, Lessor is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which Lessee may have knowledge. Any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the fee of the Building or any mortgagee, ground lessor or other like encumbrancer thereof or any assignee of any such encumbrancer upon the Building.

Article 29: ACCESS, CHANGES IN BUILDING FACILITIES; NAME

- 29.01 All portions of the Building except the inside surfaces of all walls, windows and doors bounding the Premises (including exterior building walls, core corridor space in or adjacent to the Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts electric or other utilities, sinks or other building facilities), and the use thereof, as well as access thereto through the Premises for the purpose of operation, maintenance, decoration and repair, are reserved to Lessor.
- 29.02 Lessee shall permit Lessor to install, use and maintain pipes, ducts and conduits within the demising walls, bearing columns and ceilings of the Premises.
- 29.03 Lessor reserves the right, at any time, without incurring any liability to Lessee therefore, to make such reasonable changes in or to the Building and the fixtures and equipment thereof, as well as in or to the street entrances, halls, passages, concourse, elevators, escalators, stairways and other improvements thereof, as it may deem necessary or desirable.

- 29.04 Lessor may adopt any name for the Building and Lessor reserves the right to change the name or address of the Building at any time [Rider 29.04 A].

Article 30: RULES AND REGULATIONS

- 30.01 The Rules and Regulations attached hereto as Exhibit C are by this reference incorporated herein and made a part hereof. Lessee shall abide by and comply with, and cause its employees, agents and invitees to abide by and comply with, said Rules and Regulations and any reasonable and non-discriminatory amendments, modifications or additions thereto as may hereafter be adopted by Lessor. Lessor shall not be liable to Lessee for any violation of such Rules and Regulations by any other Lessee or third party.

Article 31: RIGHT OF LESSOR TO PERFORM

- 31.01 All covenants and agreements to be performed by Lessee under any of the terms of this Lease shall be performed by Lessee at Lessee's sole cost and expense and without any abatement of rent. If Lessee shall fail to pay any sum of money, other than rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue beyond any applicable grace period set forth in Article 22 hereof, Lessor may, but shall not be obligated so to do, and without waiving or releasing Lessee from any obligations of Lessee, make any such payment or perform any such other act on Lessee's part to be made or performed hereunder. Lessee shall, promptly and upon demand therefore by Lessor, reimburse Lessor for all sums so paid by Lessor and all necessary incidental costs, together with interest thereon at a rate equal to the lesser of the Prime Rate of interest of US Bank National Association plus two percent (2%) per annum, or the maximum rate permitted by law from the date of such payment by Lessor, and Lessor shall have the same rights and remedies in the event of the failure by Lessee to pay such amounts as Lessor would have in the event of a default by Lessee in the payment of Rent.

Article 32: NOTICES

- 32.01 All notices which Lessor or Lessee may be required, or may desire, to serve on the other may be served, by mailing the same by registered or certified mail, postage prepaid. [Rider 32.01 A] addressed to Lessor at the address for Lessor set forth in Section 1.07 of the Basic Lease Provisions and to Lessee at the address for Lessee set forth in Section 1.08 of the Basic Lease Provisions ~~or, from and after the Commencement Date, to Lessee at the Premises whether or not Lessee has departed from, abandoned or vacated the Premises~~, or addressed to such other addresses as either Lessor or Lessee may from time to time designate to the other in writing.

Article 33: QUIET ENJOYMENT

- 33.01 Lessee, upon paying the Rent, and other charges herein provided for and observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease without hindrance or molestation of anyone lawfully claiming by, through or under Lessor, subject, however, to the matters herein set forth.

Article 34: ENVIRONMENTAL PROVISIONS

- 34.01 Lessee will not cause or permit any Hazardous Substance to be brought upon, kept or

used in or about the Premises and the Building of which the Premises are a part, or the real property upon which the Building is located by Lessee, its partners, agents, employees, contractors or invitees; provided, however, that Lessee may use and store within the Premises immaterial quantities of Hazardous Substances customarily used in connection with general office uses, so long as the Lessee uses and stores the same in accordance with all applicable laws, rules and regulations. As used in this Lease the term "Hazardous Substance" or "Hazardous Substances" means any one more substances, materials or wastes which are toxic, ignitable, reactive or corrosive, which may or could pose a hazard to the health and safety of any person or which are or become regulated by any governmental authority, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyl's, (iv) radio active or (v) otherwise defined as a hazardous substance.

- 34.02 Lessee will at all time and in all respects comply with all local, state and federal laws, ordinances, regulations and orders (collectively, "Environmental Laws") related to industrial hygiene, environmental protection or the use, storage, generation, production, treatment, discharge, remediation, removal, disposal or transportation of any Hazardous Substances, except that Lessee will have no obligation to comply with orders and the like for remediation, removal or disposal of any Hazardous Substance not brought upon or introduced to the Building or the Land.
- 34.03 In the event any Hazardous Substance is discharged, leaked or emitted onto or into the Premises, Building, real property, atmosphere, ground, sewer system or any surface or ground water in violation of any Environmental Law as a result of the acts or omissions of Lessee, its partners, agents, employees, contractors or invitees, Lessee will promptly, as its sole expense and as required by authorities having jurisdiction over the situation, perform any and all necessary investigation or monitoring of site conditions and/or containment, clean up, removal, restoration transportation and disposed as required by and in compliance with all applicable Environmental laws.
- 34.04 Unless the same is caused by Lessor's negligence or willful misconduct, Lessee will indemnify, defend (by counsel acceptable to Lessor) and hold harmless Lessor, and each of Lessor's directors, officers, employees, agents, successors and assigns from and against any claims, liabilities, damages, settlements, penalties, fines, losses, costs or expenses arising from or related to (i) the discharge, spill, release or presence in, on, to, under, from or about the Premises, Building or real property of any Hazardous Substance as a result of the acts or omissions of Lessee, (ii) Lessee's use, generation, storage, treatment, transportation, disposal, release, threatened release or discharge of any Hazardous Substances to, in, on, under, about or from the Premises, Building, or real property, (iii) any personal injury (including wrongful death) or property damage (real or personal) arising from or related to Hazardous Substances which occurs as a result of the acts or omissions of Lessee, and (iv) Lessee's failure to comply with any Environmental Laws. This indemnification includes, without limitation and whether foreseeable or unforeseeable, any and all costs incurred due to any required remedial work or other appropriate action. For purposes of this Section, any acts or omissions of Lessee, its partners, employees, agents, assignees, contractors, or other acting for or on behalf of Lessee (whether or not such acts or omissions are negligent, intentional, willful or unlawful), will be strictly attributed to Lessee. The provisions of this Section are in addition to any other obligations and liabilities Lessee may have to Lessor at law or in equity.

- 34.05 The provisions of this Section will survive the expiration or earlier termination of the term of this Lease. The rights and remedies provided in this Section are in addition to and do not replace or limit any other rights or remedies provided to Lessor or Lessee in this Lease.

Article 35: ADA COMPLIANCE

- 35.01 To the best of Lessor's knowledge and belief, the Building is in compliance with the requirements of the Americans with Disabilities Act (ADA). The Lessee will be responsible for ADA compliance within the premises and in the event it is determined that the leased premises is determined to be not in compliance with the ADA, Lessee will at its sole cost and expense correct any deficiencies. The Lessor will be responsible for ADA compliance with respect to common areas of the Building and in the event common areas are determined to be not in compliance with the ADA, Lessor will at its sole cost and expense correct any deficiencies.

Article 36: PARKING

- 36.01 The parking areas referred to herein shall be used on a non-exclusive basis with other occupants of the Building. These aforementioned parking spaces will be provided solely for the accommodation of the Lessee, and the Lessee expressly agrees that Lessor assumes no responsibility of any kind in reference to such automobile parking areas, or the use thereof by the Lessee, its designated employees or invitees.

Article 37 BINDING EFFECT

- 37.01 Submission of the Lease for examination, even though executed by Lessee, shall not bind Lessor in any manner, and no lease or other obligation on the part of the Lessor shall arise, until this Lease is executed and delivered by Lessor to Lessee.

Article 38 INTERPRETATION

- 38.01 The words "Lessor" and Lessee," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. The headings or titles to the articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part thereof.
- 38.02 If there be more than one Lessee, the obligations hereunder imposed upon Lessee shall be joint and several.
- 38.03 Subject to the provisions of Article 17 hereof relating to assignment and subletting, this Lease is intended to and does bind the heirs, executors, administrators, successors and assigns of any and all of the parties hereto.
- 38.04 Time is of the essence of this Lease.
- 38.05 This Lease shall be governed by and interpreted in accordance with the laws of the State of Wyoming.
- 38.06 If any term or provision of this Lease, the deletion of which would not adversely affect the receipt of any material benefit by either party hereunder, shall be held invalid or

unenforceable to any extent, the remainder of this Lease shall be valid and enforceable to the fullest extent permitted by law.

- 38.09 The waiver by Lessor or Lessee of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition herein contained as to any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.
- 38.09 This instrument along with any exhibits and attachments or other documents affixed hereto or referred to herein constitutes the entire and exclusive agreement between Lessor and Lessee relating to the Premises, and this Lease and said exhibits and attachments and other documents may be altered, amended or revoked only by an instrument in writing signed by the party to be charged thereby. All prior or contemporaneous oral agreements, understandings and/or practices relative to the leasing of the Premises are merged in or revoked by this agreement.
- 38.09 This Lease may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.
[Riders 38.10, 38.11, 38.12 & 38.13]

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date first above written.

LESSOR: Wyoming Financial Properties, Inc.

BY: Lee Karamit

TITLE: Vice President

DATE: March 28, 2006

LESSEE: UPS Financial Services, Inc.

BY: Lawrence G. Disalvo

TITLE: EXECUTIVE DIRECTOR

DATE: 3/30/06

BY: Cathy Maldonado

TITLE: Attorney-in-Fact

DATE: 3/30/06

EXHIBIT "C"

1. Normal business hours are 7:30 a.m. to 5:30 p.m. Monday thru Friday and 7:30 a.m. thru 12:00 noon on Saturday except legal holidays. Occupants in need of heating, air conditioning or other building services during other than normal business hours should contact the building staff to make arrangements for such services.
2. Assigned parking spaces are for the exclusive use of the person or persons to whom such spaces are assigned or reserved. Visitor or Customer parking spaces are for the exclusive use of persons visiting or customers of the Building occupants. Unassigned or unmarked parking spaces are available on a first come, first serve basis.
3. Sidewalks, driveways, stairways, hallways, elevators or other common areas shall not be used for storage of any materials or otherwise obstructed.
4. Building occupants must refrain from activities that cause obnoxious or offensive noise or odors that disturb the quiet enjoyment of other Building occupants.
5. No signs, banners, notices, advertising materials may be posted or displayed on the outside of the building, in windows or in common areas of the building without prior consent of the Lessor.
6. Pets, including but not limited to dogs, cats, birds or other animals are not allowed in the building. Animals assisting persons with disabilities such as Seeing Eye dogs are not considered to be pets and are allowed.
7. Building occupants must refrain from activities that are illegal, violate health, safety and fire regulation, violate environmental regulations or present a danger to other persons or property in or about the Building.
8. Polling, soliciting, or peddling in the Building are prohibited without Lessors' prior approval.
9. Building occupants will not discriminate against or harass any persons or group of persons on account of race, color, creed, sex, age, handicap, religion, national origin or ancestry in or about the building.
10. Lessor reserves the right to adopt additional reasonable rules and regulations for the safe and quiet enjoyment of the Building occupants and to enforce any of the building rules and regulations including but not limited to the right to exclude or expel persons from and to remove and discard offensive materials from the building.

Exhibit B

LEGAL DESCRIPTION

A parcel being Lot 1, Block 8, in the City of Casper, Natrona County, Wyoming, and being more particularly described as follows.

Beginning at a point which marks the northwest corner of said Lot 1, Block 8 and also the intersection of the southerly line of 80 feet wide West First Street, in the City of Casper, with the easterly line of 80 feet wide South David Street; thence from the northwest corner of said Lot 1, due east along the south line of West First Street, 140.0 feet to the northwest corner of Lot 1 and a point in the westerly line of 20 feet wide alley; thence along the westerly line of said alley and easterly line of Lot 1, due south 300.0 feet to the southeast corner of said Lot 1 and a point in the northerly line of a 20 feet wide alley; thence along the northerly line of said alley and the southerly line of said Lot 1, due west 140.0 feet to the southwest corner of Lot 1 and a point in the easterly line of 80 feet wide South David Street; thence along the easterly line of said street and the westerly line of said Lot 1, due north 300.0 feet to the northwest corner of Lot 1 and the point of beginning.

unenforceable to any extent, the remainder of this Lease shall be valid and enforceable to the fullest extent permitted by law.

- 38.09 The waiver by Lessor or Lessee of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition herein contained as to any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.
- 38.09 This instrument along with any exhibits and attachments or other documents affixed hereto or referred to herein constitutes the entire and exclusive agreement between Lessor and Lessee relating to the Premises, and this Lease and said exhibits and attachments and other documents may be altered, amended or revoked only by an instrument in writing signed by the party to be charged thereby. All prior or contemporaneous oral agreements, understandings and/or practices relative to the leasing of the Premises are merged in or revoked by this agreement.
- 38.09 This Lease may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.
[Riders 38.10, 38.11, 38.12 & 38.13]

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date first above written.

LESSOR: Wyoming Financial Properties, Inc.

LESSEE: UBS Financial Services, Inc.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

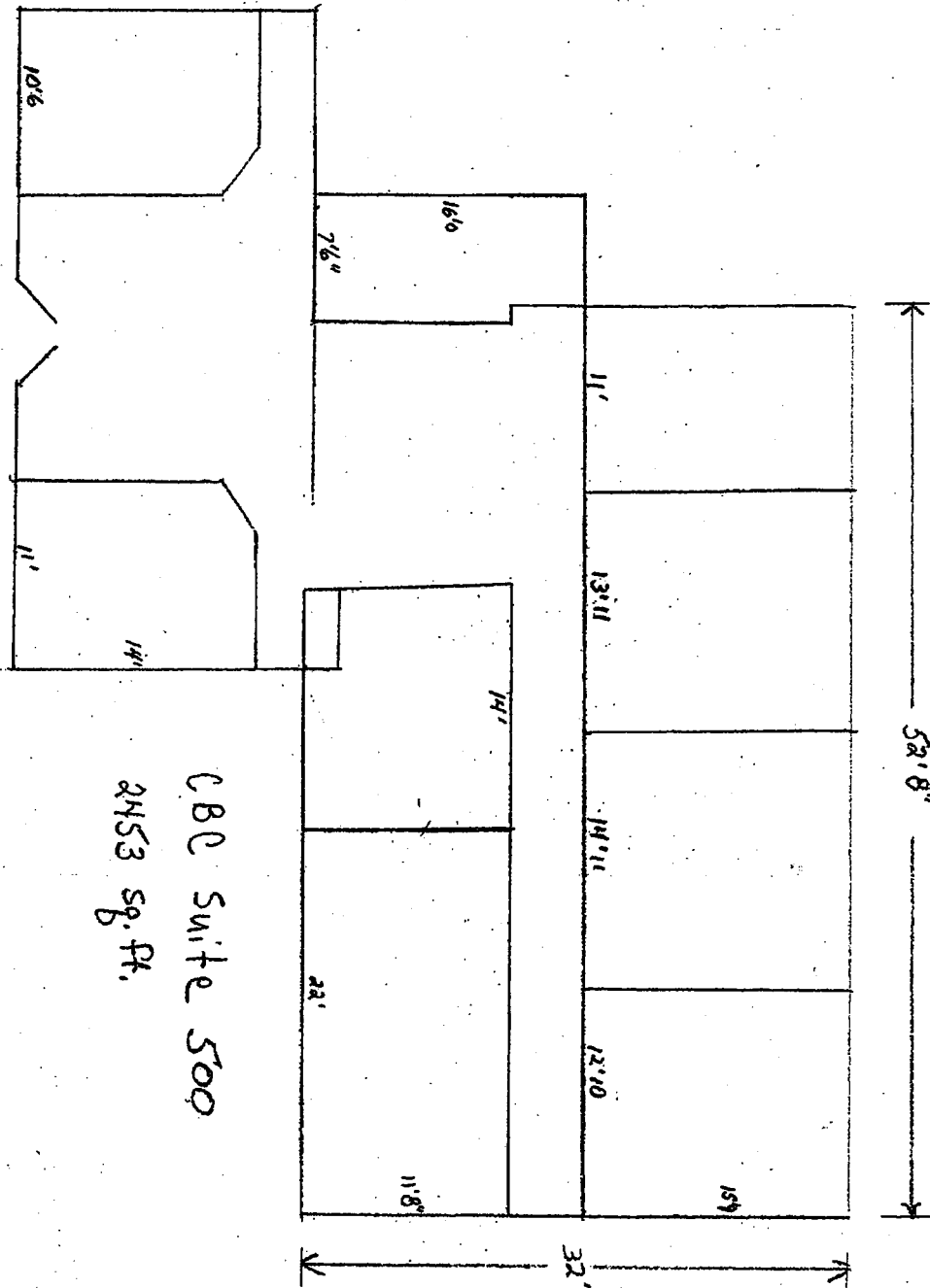
DATE: _____

BY: _____

TITLE: _____

DATE: _____

Exhibit A



CBC Suite 500
2453 sq. ft.

Exhibit B

LEGAL DESCRIPTION

A parcel being Lot 1, Block 8, in the City of Casper, Natrona County, Wyoming, and being more particularly described as follows.

Beginning at a point which marks the northwest corner of said Lot 1, Block 8 and also the intersection of the southerly line of 80 feet wide West First Street, in the City of Casper, with the easterly line of 80 feet wide South David Street; thence from the northwest corner of said Lot 1, due east along the south line of West First Street, 140.0 feet to the northwest corner of Lot 1 and a point in the westerly line of 20 feet wide alley; thence along the westerly line of said alley and easterly line of Lot 1, due south 300.0 feet to the southeast corner of said Lot 1 and a point in the northerly line of a 20 feet wide alley; thence along the northerly line of said alley and the southerly line of said Lot 1, due west 140.0 feet to the southwest corner of Lot 1 and a point in the easterly line of 80 feet wide South David Street; thence along the easterly line of said street and the westerly line of said Lot 1, due north 300.0 feet to the northwest corner of Lot 1 and the point of beginning.

EXHIBIT "C"

1. Normal business hours are 7:30 a.m. to 5:30 p.m. Monday thru Friday and 7:30 a.m. thru 12:00 noon on Saturday except legal holidays. Occupants in need of heating, air conditioning or other building services during other than normal business hours should contact the building staff to make arrangements for such services.
2. Assigned parking spaces are for the exclusive use of the person or persons to whom such spaces are assigned or reserved. Visitor or Customer parking spaces are for the exclusive use of persons visiting or customers of the Building occupants. Unassigned or unmarked parking spaces are available on a first come, first serve basis.
3. Sidewalks, driveways, stairways, hallways, elevators or other common areas shall not be used for storage of any materials or otherwise obstructed.
4. Building occupants must refrain from activities that cause obnoxious or offensive noise or odors that disturb the quiet enjoyment of other Building occupants.
5. No signs, banners, notices, advertising materials may be posted or displayed on the outside of the building, in windows or in common areas of the building without prior consent of the Lessor.
6. Pets, including but not limited to dogs, cats, birds or other animals are not allowed in the building. Animals assisting persons with disabilities such as Seeing Eye dogs are not considered to be pets and are allowed.
7. Building occupants must refrain from activities that are illegal, violate health, safety and fire regulation, violate environmental regulations or present a danger to other persons or property in or about the Building.
8. Polling, soliciting, or peddling in the Building are prohibited without Lessors' prior approval.
9. Building occupants will not discriminate against or harass any persons or group of persons on account of race, color, creed, sex, age, handicap, religion, national origin or ancestry in or about the building.
10. Lessor reserves the right to adopt additional reasonable rules and regulations for the safe and quiet enjoyment of the Building occupants and to enforce any of the building rules and regulations including but not limited to the right to exclude or expel persons from and to remove and discard offensive materials from the building.

Exhibit D

Rider to Lease

by and between

WYOMING FINANCIAL PROPERTIES, INC., as Lessor

and

UBS FINANCIAL SERVICES INC., as Lessee

Dated as of March 31, 2006

Leased Premises:

Suite 500
123 West First Street
Casper, Wyoming

510538v3 006794.0100

1. **RIDER GOVERNS**

If any provision contained in this Rider is inconsistent or in conflict with any provision of the Lease not contained in this Rider, the provision contained in this Rider shall supercede said other provision and shall be paramount and superior.

2. **INSERTIONS TO LEASE**

Section 1.09A UBS Financial Services Inc.
1000 Harbor Boulevard - Fifth Floor
Weehawken, New Jersey 07086
Attn: Director of Branch Facilities

with a copy to:

UBS Financial Services Inc.
1000 Harbor Boulevard - Fifth Floor
Weehawken, New Jersey 07086
Attn: Managing Attorney, Real Estate/Legal Department

and with a copy of all rental invoices or related billings to:

UBS Financial Services Inc.
1000 Harbor Boulevard - Fifth Floor
Weehawken, New Jersey 07086
Attn: Manager of Lease Administration,
Real Estate Finance Department

Section 4.01A (except as otherwise provided in this Lease)

Section 5.01A The Rent Adjustment referred to in this paragraph is understood to be the means to determine the amount referred to in the previous paragraph, and such amounts referred to in the previous paragraph are not to be separately charged.

Section 8.01A Other than normal and customary office uses,

Section 9.01A Lessor shall, however, on or before the Commencement Date, clean the carpet and paint (totally in a building standard color selected by Tenant or with touch ups as reasonably necessary) the Premises and common areas on the floor on which the Premises is located.

Section 13.02A Notwithstanding anything to the contrary contained herein, except with respect to any force majeure event, Lessee shall have the right to withhold Base Monthly Rent and Rent Adjustment for the period of time following three (3) business days after Tenant has given notice to Lessor of the failure of any "critical service", defined as electricity, HVAC, water (including chilled water or condenser water, if applicable) or elevator service such that Lessee is unable to conduct business from the Premises in a

510538v3 006794.0100

normal manner, and such Base Monthly Rent and Rent Adjustment shall abate from the date of such failure of a critical service until the first business day following the restoration of such critical service.

Section 14.01A In connection with any such entry, except in the case of an emergency, Lessor shall give Lessee reasonable prior written notice (but no less than 24 hours) and, if required by Lessee, Lessor shall be accompanied by a representative of Lessee, if one be made available.

Section 15.02A Notwithstanding anything to the contrary contained in this Lease, Lessee reserves the right to self-insure the insurance coverages and limits required of Lessee pursuant to this Lease, in whole or in part, in lieu of Lessee's requirement to maintain said insurance.

Lessor, at its cost and expense, shall obtain and maintain in force throughout the Term, commercial general liability insurance with a combined single limit of \$2,000,000.00 aggregate with \$4,000,000 umbrella coverage and shall keep the Building, and structures and fixtures constituting a part thereof continuously insured against damage and destruction by fire, vandalism and other perils included in "all-risk" policies of insurance in the state in which the Building is located in the amount of the full replacement cost thereof.

Section 17.04A Notwithstanding anything to the contrary contained in this Section 17.04 or elsewhere in this Lease, Lessor's consent is not required in connection with:

- (i) the assignment of this Lease or sublet of any portion of the Premises to any entity that (directly or indirectly) controls, is controlled by or is under common control with the Lessee, or
- (ii) any consolidation or reorganization of Lessee (or of a parent or successor to Lessee) or other restructuring of Lessee (or of a parent or successor to Lessee) or the merger of Lessee (or of a parent or successor to Lessee) with another entity or the sale of all or substantially all of Lessee's (or such parent or successor's) assets or of 50% or more of the ownership interests (whether partnership, stock or otherwise) in Lessee (or those of a parent or successor to Lessee).

Section 18.01A and it shall be deemed that the successor has agreed to assume and carry out all of Lessor's obligations under this Lease

Section 19.01A or the Building systems serving or the common areas providing access to the Premises

Section 19.03A or the Building systems serving or the common areas providing access to the Premises

Section 19.03B ("force majeure events")

Section 21.01A one time

Section 21.01B and of at least equal rental value and utility to the original Premises; however even if the substituted Premises shall be larger and of greater rental value and utility than the original Premises there shall be no increase in rental hereunder

Section 21.01C and computer

Section 21.01D Such relocation shall be performed by Lessor in such manner that there shall be no interruption of Lessee's business and in particular of its telephone and computer operations and all of Lessor's improvements to and connections of telephone and computer equipment shall be completed on or before the date Lessee shall be required to vacate the original Premises.

Section 23.02A and damage by fire, other casualty or condemnation excepted.

Section 24.01A upon the expiration or earlier termination of this Lease

Section 29.04A Lessor shall not name the Building after, or permit exterior signage (other than monument signage) on the Building or laid on which it is located, for or of a retail or discount stock brokerage firm.

Section 32.01A or Federal Express or other reputable national overnight courier

Section 38.10 Lessee shall be entitled to access to the Premises twenty-four (24) hours per day, seven (7) days per week throughout the Term.

Section 38.11 Lessor and its agents (including, without limitation, the managing agent for the Building), employees and/or contractors shall not utilize the trade name, trademark, service mark, symbol, insignia, or logo of UBS, Warburg, PaineWebber, Brinson or any subsidiary or affiliate of UBS AG or Lessee in any marketing, advertising or promotional material, including, without limitation, press releases, without Lessee's prior written consent.

Section 38.12 Lessor agrees to regard and preserve as confidential all information related to the business and activities of Lessee, its subsidiaries, affiliates and related companies, their customers, clients, suppliers and other entities with whom Lessee, its subsidiaries, affiliates and related companies do business, that may be obtained by Lessor ("Confidential Information"). Lessor agrees to hold such Confidential Information in trust and confidence for Lessee and not to disclose such information to any person, firm or enterprise, or use, directly or indirectly, any such information for its own benefit or the benefit of any other party, unless so authorized by Lessee in writing.

Section 38.13 Both parties hereto will maintain in confidence and not disclose to any third-party the existence of this Lease and/or the specific terms of this Lease, except (i) to said party's legal counsel, (ii) to said party's auditors or lenders, (iii) as required in order to enforce said party's rights under the Lease, (iv) as specifically authorized to do so in writing by the other party, or (v) as otherwise required by any Laws.

THE ATTACHED RIDER IS INCORPORATED HEREIN AND MADE A PART HEREOF

OFFICE SPACE LEASE

THIS LEASE, dated for reference purposes only as of 12 October, 2018 is made by and between Wyoming Financial Properties ("Lessor") and Star Oil, Inc. ("Lessee") and the parties agree as herein after set forth.

Article 1: BASIC LEASE PROVISIONS

Each entry set forth below in this Article 1 relates to a specific provision of the Lease and is referenced thereto for convenience or relates to a specific matter, which is identified below.

- | | | |
|------|----------------------------|---|
| 1.01 | Building Name and Address: | Casper Business Center
123 West 1 st ,
Casper, WY 82601 |
| 1.02 | Premises: Suite Number(s): | Suite 675 #2
USF: 161
RSF: 177 |
| 1.03 | Lease Term: | 1 year |
| 1.04 | Commencement Date: | 15 October 2018 |
| 1.05 | Basic Monthly Rent: | \$200 |
| 1.06 | Security Deposit: | \$NA |
| 1.07 | Use of Premises: | General Office |
| 1.08 | Lessor's Address: | Wyoming Financial Properties
400 East First Street, Suite 209
P.O. Box 130
Casper, Wyoming 82602 |
| 1.09 | Lessee's Address: | |
| 1.10 | Exhibits Attached: | <u>Exhibits A, B, C</u>
<hr/> |

OFFICE LEASE

Between

Wyoming Financial Properties

("Lessor")

and

("Ott Inc.")

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OFFICE SPACE LEASE

THIS LEASE, dated for reference purposes only as of 14 November, 2017 is made by and between Wyoming Financial Properties ("Lessor") and Ott Inc. ("Lessee") and the parties agree as herein after set forth.

Article 1: BASIC LEASE PROVISIONS

Each entry set forth below in this Article 1 relates to a specific provision of the Lease and is referenced thereto for convenience or relates to a specific matter, which is identified below.

- | | | |
|------|----------------------------|---|
| 1.01 | Building Name and Address: | Casper Business Center
123 West 1st.
Casper, WY 82601 |
| 1.02 | Premises: Suite Number(s): | Suite: 660
USF: 483
RSF: 531
(Remodeling costs:
\$600, paid by tenant) |
| 1.03 | Lease Term: | 1 year |
| 1.04 | Commencement Date: | 1 January 2018 |
| 1.05 | Basic Monthly Rent: | \$553.00 |
| 1.06 | Security Deposit: | \$553.00 |
| 1.07 | Use of Premises: | General Office |
| 1.08 | Lessor's Address: | Wyoming Financial Properties
400 East First Street, Suite 209
P.O. Box 130
Casper, Wyoming 82602 |
| 1.09 | Lessee's Address: | 123 West 1st
Casper, WY 82601
0049815979932
Andre.ott@mco-munich.com |
| 1.10 | Exhibits Attached: | <u>Exhibits A, B, C</u> |

Article 2: PREMISES

- 2.01 Lessor hereby leases to Lessee and Lessee hereby hires from Lessor, subject to all terms and conditions of this Lease, those certain premises (the 'Premises') located in the building (the "Building"); the name and address of which are as set forth in Section 1.01 of the Basic Lease Provisions, which Premises are shown and identified as the Suite Number(s) and located on the floor(s) each as set forth in Section 1.02 of the Basic Lease Provisions and in the drawing attached hereto as Exhibit A". The Building, the land upon which the Building is located, which is described on Exhibit "B" attached hereto, and all other improvements on the land are herein collectively referred to as the "Project."

Article 3: TERM

- 3.01 Initial Term. The term of this Lease, unless sooner terminated as provided herein, shall be as set forth in Section 1.03 commencing on the "Commencement Date," which shall be the first to occur of (i) the date Lessee occupies the Premises for purposes other than construction and decorating or (ii) the date set forth in Section 1.04 of the Basic Lease Provisions. If Lessor, for any reason whatsoever, cannot deliver possession of the Premises to Lessee on or before the specified date in (ii) above, or a reasonable period of time thereafter this Lease shall not be void or voidable and the Lessor shall not be liable to Lessee for any loss or damage resulting therefrom, but in such event, Lessee shall not be liable for any rent until such time as Lessor delivers possession of the Premises to Lessee. In the event possession cannot be delivered within 90 days of the specified date in (ii) above this Lease shall be voidable by either the Lessor or the Lessee giving written notice that the lease is void.

Article 4: RENT

- 4.01 Beginning with the Commencement Date, Lessee shall pay a Basic Monthly Rent for the Premises in the amount specified in Section 1.05 of the Basic Lease Provisions payable on the first day of each month in advance, except that if the Commencement Date occurs on a day other than the first day of a month, then the Basic Monthly Rent for the fraction of the month starting with the Commencement Date shall be paid on said Commencement Date, prorated on the basis of the actual number of days of a month, and if the expiration date is on a day other than the last day of a month the Basic Monthly Rent for the month during which said expiration occurs shall be prorated on the basis of the actual number of days in said month. In addition to the Basic Monthly Rent, Lessee shall pay, as Additional Rent; other amounts as and when hereinafter provided in this Lease. The Basic Monthly Rent and Additional Rent are sometimes hereinafter collectively referred to as the Rent. The Rent shall be payable to Lessor, without further notice or demand and without deduction or offset, in lawful money of the United States of America at the address for Lessor set forth in Section 1.08 of the Basic Lease Provisions, or to such other person or at such other place as Lessor may from time to time designate in writing.

Article 5: RENT ADJUSTMENT

- 5.01 The Basic Monthly Rent shall be adjusted on the anniversary date for each year of the term to reflect increases in the costs of building operating expenses including but not limited to real estate taxes, electricity, natural gas, water, sewer, insurance premiums, janitorial services, trash removal, snow removal, supplies and materials.

The Rent Adjustment shall be determined by multiplying the cumulative percentage increase, if any, in the Wyoming Cost of Living Index Statewide (WCLIS) for the previous 12 months times the Basic Monthly Rent for the previous year. The product shall be the monthly Rent Adjustment to be paid as Additional Rent each month. Provided, however that the Rent Adjustment shall not exceed 5% of the previous years Rent.

- 5.02 Payment of Rent. Lessee shall pay Lessor the Basic Monthly Rent and any Additional Rent, when and, as it shall become due and payable. All Basic Monthly Rent and Additional Rent which have not been paid within ten (10) days of the due date shall bear interest from the due date until paid at the Prime Rate of Interest at U.S. Bank National Association (the "Reference Rate") on the date ten (10) days following the date such Basic Monthly Rent or Additional Rent shall have been due and payable, plus two (2) percent per annum. Such interest shall be paid by Lessee to Lessor upon demand.

Article 6: SECURITY DEPOSIT

- 6.01 Lessee has deposited with Lessor the sum set forth in Section 1.06 of the Basic Lease Provisions as security for the full and faithful performance of every provision of this Lease to be performed by Lessee. If Lessee defaults with respect to any provision of this Lease, including, without limitation, the provisions relating to the payment of Rent, the repair of damage to the Premises or cleaning the Premises upon termination of this Lease, Lessor may use, apply or retain all or any of this Security Deposit for the payment of any Rent or other sum in default, the repair of such damage to the Premises, the cost of such cleaning or the payment of any other amount which Lessor may spend or become obligated to spend by reason of Lessee's default or to compensate Lessor for any other expense, loss or damage which Lessor may suffer by reason of Lessee's default to the full extent permitted by law. If any portion of said deposit is so used, applied or retained, Lessee shall, within ten (10) days after written demand therefore, deposit with Lessor an amount sufficient to restore the security deposit to its original amount and Lessee's failure to do so shall be a material default and breach of this Lease. Lessor shall not be required to keep any Security Deposit separate from its general funds, and Lessee shall not be entitled to interest on any such deposit. If Lessee shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Lessee or to the last assignee of Lessee's interest hereunder at the expiration of the term of this Lease.

Article 7: UTILITIES AND SERVICES

- 7.01 Lessor shall furnish to the Premises during reasonable hours of generally recognized business days such amounts of air conditioning; heating and ventilation as may be reasonably necessary for the comfortable use and occupation of the Premises. Subject to the provisions set forth below, Lessor shall at all times furnish the Premises with elevator service and reasonable amounts of electric current for normal lighting by Lessor's building standard overhead fluorescent and incandescent fixtures and for fractional horsepower office machines and furnish the common areas of the Building with water for lavatory and drinking purposes. Lessor may impose a reasonable charge for any utilities or services, including, without limitation, electric current, required to be provided by Lessor by reason of any excessive use of any thereof or by reason of any substantial recurrent use of the Premises at any time other than reasonable hours of generally recognized business days. Lessor shall provide janitorial service equivalent to that

furnished in comparable office buildings and window washing as reasonably required; provided, however, that Lessee shall pay for any additional or unusual janitorial services required by reason of any non-building standard improvements in the Premises, including without limitation wall coverings and floor coverings, installed by or for Lessee. Lessor shall replace fluorescent tubes and ballast in the Lessor's building standard overhead fluorescent fixtures as required. Lessee shall pay for replacement of all other bulbs as required. Lessor shall not be liable for any failure to furnish any of such services or utilities when such failure is caused by accident, strikes, lockouts, other labor troubles or other conditions beyond Lessor's reasonable control, including, without limitation, any governmental water, energy or other conservation program. No such failure shall entitle Lessee to any damages, relieve Lessee of the obligation to pay the full rent reserved herein or constitute or be construed as a constructive or other eviction of Lessee.

- 7.02 Lessee will not without the prior written consent of Lessor, which Lessor will not unreasonably withhold, use any apparatus or device in the Premises, including without limitation electronic data processing machines, punch card machines and machines requiring power in excess of five hundred (500) watts, which will in any way increase the amount of electricity or water usually furnished or supplied for use of the Premises as general office space; nor connect any apparatus, machine or device with water pipes or electric current (except through existing electrical outlets in the Premises), for the purpose of using electric current or water. If Lessee shall require electric current in excess of that which Lessor is obligated to furnish under Section 7.01 above, Lessor may cause an electric current meter to be installed in the Premises to measure the amount of electric current consumed for any such use. The cost of any such meter and of installation, maintenance and repair thereof shall be paid for by Lessee, and Lessee shall reimburse Lessor promptly upon demand therefore by Lessor for all such electric current consumed for any such use as shown by said meter at the rates charged for such services by the local public utility furnishing the same plus any additional expense incurred in keeping account of the electric current so consumed. If any lights, machines or equipment (including without limitation electronic data processing machines) are used by Lessee in the Premises which materially affect the temperature otherwise maintained by the air conditioning system, or generate substantially more heat in the Premises than would be generated by the building standard lights and usual fractional horsepower office equipment, Lessor shall have the right to install any machinery and equipment which Lessor reasonably deems necessary to restore temperature balance, including without limitation modifications to the standard air conditioning equipment, and the cost thereof, including the cost of installation and any additional cost of operation and maintenance occasioned thereby, shall be paid by Lessee to Lessor upon demand by Lessor.

Article 8: USE OF PREMISES

- 8.01 Lessee shall use and occupy the Premises only for the purposes specified in Section 1.07 of the Basic Lease Provisions and shall not use or occupy the Premises for any other purpose, including without limitation any medical or dental office, clinic, laboratory or similar business, without the prior written consent of Lessor. Lessee shall not use or occupy the Premises in violation of law and shall discontinue any use of the Premises which is declared by any governmental authority to be a violation of law. Lessee, at its sole cost and expense, shall comply with any directive of any governmental authority, which shall impose any duty upon Lessee or Lessor with respect to the Premises or the use or occupation thereof, by reason of the nature of Lessee's use or occupancy of the

Premises. Lessee shall not commit, or suffer to be committed, any waste, nuisance or other act which may disturb the quiet enjoyment of any other Lessee or other occupant of the Building, or any act which may increase the cost of public liability insurance for the Project or which is otherwise in contravention of insurance underwriting regulations and guidelines.

- 8.02 Lessee represents and agrees that Lessee is not a person or entity or controlled by or affiliated with a person or entity which is identified by the Office of Foreign Asset Control, Executive Order or any laws, rules or regulations including but not limited to anti terrorism, anti money laundering, anti drug trafficking, anti racketeering, or similar laws, rules or regulations with whom a person or entity in the United States of America may not conduct or transact business (prohibited person) and that no portion of the rent or other payment made to the Landlord is obtained from any illegal or prohibited activity. Notwithstanding any other remedies provided for breach or default, Landlord may immediately terminate this Lease in the event Lessee is or subsequently becomes a prohibited person or any payment is from any illegal or prohibited activity.

Article 9: ACCEPTANCE OF PREMISES

- 9.01 Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the Premises or the Building or with respect to the suitability or fitness of either for the conduct of Lessee's business or for any other purpose. The taking of possession or use of the Premises by Lessee for any purpose other than construction shall conclusively establish that the Premises and the Building were at such time in satisfactory condition and in conformity with the provisions of this Lease in all respects.

Article 10: ALTERATIONS AND EQUIPMENT

- 10.01 Lessee shall make no alterations or improvements to the Premises, other than usual decorating work, without the prior written consent of Lessor, which will not be unreasonably withheld and Lessor may impose as a condition to such consent such requirements as to the manner in which or the time or times at which such work shall be done and Lessor shall have the right to approve the contractor selected by Lessee to perform such work. All such alterations, additions or improvements shall become the property of Lessor and shall be surrendered with the Premises, as a part thereof, at the end of the term of this Lease.

Article 11: LIENS

- 11.01 Lessor shall keep the Premises and the Building free from any mechanics' liens that affect Lessee's interest in the Premises or Building arising out of any work performed, materials furnished or obligations incurred by or on behalf of the Lessor. Lessor shall indemnify and hold harmless the Lessee from and against any such lien or claim or action thereof and reimburse Lessee promptly on demand therefore by Lessee for costs of suit and reasonable attorney's fees incurred by Lessee in connection with any such claim or action.

Lessee shall keep the Premises and the Building free from any mechanics liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Lessee. Lessee shall indemnify and hold harmless Lessor from and against any such lien

or claim or action thereof and reimburse Lessor promptly upon demand therefore by Lessor for costs of suit and reasonable attorney's fees incurred by Lessor in connection with any such claim or actions.

Article 12: TAX ON LESSEE'S PROPERTY

- 12.01 Lessee shall be liable for, and shall pay when due and before any delinquency, all taxes levied against any personal property or trade fixtures placed by Lessee in or about the Premises. If any such taxes on Lessee's personal property or trade fixtures are levied against Lessor or Lessor's property, or if the assessed value of Lessor's property is increased by the inclusion therein of a value placed upon such personal property or trade fixtures of Lessee and if Lessor, pays the taxes based upon such increased assessment (which Lessor shall have the right to do regardless of the validity of such levy), Lessee shall pay to Lessor the taxes so levied against Lessor or the proportion of such taxes resulting from such increase in the assessment; provided, however, that upon payment to Lessor, Lessee shall have the right, in the name of Lessor and with Lessor's full cooperation but at no cost to Lessor, to bring suit in any court of competent jurisdiction to recover the amount of any such tax so paid, and any amount so recovered shall belong to Lessee.

Article 13: MAINTENANCE AND REPAIR

- 13.01 Subject to the provisions of Section 13.02 hereof, Lessee shall keep in good condition and repair the Premises and the fixtures therein and, subject to the provisions of Article 16 hereof, reimburse Lessor for all repairs thereto or to the Building which are made necessary as a result of any misuse or neglect by (i) Lessee or any of its officers, agents, employees, contractors or licensees, or (ii) any visitors, guests or invitees of Lessee while in the Premises.
- 13.02 Subject to the provisions of Section 7.01 and Article 19 hereof, Lessor shall maintain in good condition and repair the Building structure and public areas and the plumbing, air conditioning and electrical systems serving the Premises. Lessor shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need for such repairs or maintenance is given to the Lessor by Lessee. Except as provided in Article 19 hereof, there shall be no abatement of rent and no liability of Lessor by reason of any injury to or interference with Lessee's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building, including the Premises, or in or to the fixtures, appurtenances and equipment therein; provided, however, that in making such repairs, alterations or improvements, Lessor shall interfere as little as reasonably practicable with the conduct of Lessee's business in the Premises.

Article 14: ENTRY AND INSPECTION

- 14.01 Lessee will permit Lessor and its agents at all reasonable times during normal business hours and at any time in case of emergency, in such manner as to cause as little disturbance to Lessees as reasonably practicable, (i) to enter into and upon the Premises for the purpose of inspecting the same, or for the purpose of protecting the interest therein of Lessor, or to post notices of non-responsibility, and (ii) to take all required materials and equipment into the Premises, and perform all required work therein, including the erection of scaffolding, props, or other mechanical devices for the purpose of making alterations, repairs or additions to the Premises or to any other portion of the Building or

maintaining any service provided by Lessor to Lessee, hereunder, including window cleaning and janitorial service, without any rebate of rent to Lessee for any loss of occupancy or quiet enjoyment of the Premises, or damage, injury or inconvenience thereby occasioned. Lessee shall also permit Lessor and its agents, upon request, to enter or pass through the Premises or any part thereof, at reasonable times during normal business hours to show the Premises to the fee owners, lessors of superior leases, holders of encumbrances on the interest of Lessor, or prospective purchasers, mortgagees, lessors or lessees of the Building or a portion thereof. Lessor shall also have the right to enter or pass through the Premises, or any part thereof, at such times as such entry shall be required by circumstances of emergency affecting the Premises or any other portion of the Building. If during the term hereof Lessee shall have removed substantially all of Lessee's property and personnel from the Premises, Lessor may enter the Premises and repair, alter and redecorate the same, without abatement of rent and without liability to Lessee, and such acts shall have no effect on this lease.

Article 15: HOLD HARMLESS AND NON-LIABILITY

- 15.01 Lessee shall indemnify and hold harmless Lessor, its agents, and any and all affiliates of Lessor, including, without limitation, any corporations or other entities controlling, controlled by or under common control with Lessor, from and against any and all claims arising from injury to persons, loss of life or damage to property occurring in or about the Premises and from and against any and all costs, expenses and liabilities (including, without limitation, reasonable attorneys' fees) incurred by Lessor or said affiliates in or in connection with any such claim or any proceeding based thereon, to the extent such injury, loss of life or damage arises out of the negligence or willful act or failure to act of (i) Lessee, or any of its officers, employees, agents, contractors, or licensees or (ii) any visitors, guests or invitees or Lessee while in the Premises.
- 15.02 Lessee shall maintain in effect public liability and property damage insurance, naming Lessor as an additional insured, with a combined single limit of liability of not less than \$1,000,000. All such policies of insurance shall be evidenced by certificates delivered to Lessor shall name the Lessor as an additional insured and shall provide that the same cannot be canceled upon less than thirty (30) days written notice to Lessor.
- 15.03 Lessor shall indemnify and hold harmless Lessee from and against any and all claims arising from injury to persons, loss of life or damage to property occurring in or about the Premises and any and all costs, expenses and liabilities incurred by Lessee in or in connection with any such claim or any proceeding based thereon, to the extent such injury, loss of life or damage arises out of the negligence or willful act or failure to act of Lessor, or any of its officers, employees, servants, agents, contractors, or licensees; provided, however, that in no event shall Lessor be liable to Lessee for any damage to the Premises or for any loss, damage or injury to any property of Lessee therein or thereon occasioned by bursting, rupture, leakage or overflow of any plumbing or other pipes (including, without limitation, water, steam and/or refrigerant lines), sprinklers, tanks, drains, drinking fountains or washstands, or other similar cause in, above, upon or about the Premises or the Building.

Article 16: WAIVER OF SUBROGATION

- 16.01 Lessor and Lessee release each other, and their respective representatives, from any claims for damage to the Premises and the Building (including loss of income), and to the fixtures, personal property, improvements and alterations of either Lessor or Lessee in or on the Premises and the Building that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause their respective insurance policies to provide that the insurance company waives all rights of recovery by way of subrogation against either party or their representatives in connection with any damage covered by such policy. Neither party nor its representatives shall be liable to the other for any damage caused by fire or any other risks commonly included in any property insurance policy which is carried under the terms of this Lease or which a party to this Lease covenants to carry. If any such insurance policy with a waiver of subrogation provision cannot be obtained without payment of an additional premium charge above that charged by the insurance company issuing such policy without a waiver of subrogation provision, Lessee shall pay such additional premium to the insurance carrier issuing any such policies Lessee covenants to carry under this Lease.

Article 17: ASSIGNMENT AND SUBLETTING

- 17.01 Lessee shall not either voluntarily or by operation of law assign, encumber, pledge or otherwise transfer or hypothecate all or any part of Lessee's leasehold estate hereunder, or permit the Premises to be occupied by anyone other than Lessee or Lessee's employees or sublet the Premises or any portion thereof without Lessor's prior written consent in each instance, which shall not be unreasonably withheld.

No collection or acceptance of rent by Lessor from any person other than Lessee shall be deemed a waiver of any provision of this Article 17 or the acceptance of any assignee or sublessee as the Lessee hereunder, or a release of Lessee from any obligation under this Lease, whether theretofore or thereafter accruing.

- 17.02 If Lessee desires at any time to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify Lessor of its desire to do so and shall submit in writing to Lessor (a) the name of the proposed sublessee or assignee; (b) the nature of the proposed sublessee's or assignee's business to be carried on in the Premises; (c) the terms and provisions of the proposed sublease or assignment and a copy of the proposed sublease or assignment; and (d) such financial information as Lessor may reasonably request concerning the proposed sublessee or assignee.

- 17.03 Within thirty (30) days after receipt by Lessor of the information specified in Section 17.02 hereof, Lessor may, at its sole discretion, by providing written notice to Lessee of Lessor's election:

- (a) consent to the requested assignment or sublease (such consent being subject in all circumstances to the provisions of Section 17.04, whether or not so expressly stated in the notice to Lessee setting forth such consent); or
- (b) withhold consent to the requested transfer, provided that consent will not be unreasonably withheld.

Lessor's consent to a proposed assignment or sublease shall be deemed given if, and only

if, Lessee shall actually receive written notice from Lessor expressly setting forth Lessor's consent to the specific assignment or sublease. If for any reason Lessor fails to give Lessee written notice of Lessor's election as authorized by this Section 17.03 within the said thirty (30) day period, it shall be deemed that Lessor has elected to withhold consent to the proposed assignment or sublease.

17.04 Any consent of Lessor to any assignment or sublease shall be expressly conditioned upon, and any assignment or sublease shall be subject to, the following:

(a) Lessee completing the negotiations for a valid and bona fide assignment or sublease to the assignee or sublessee identified in the notice referred to in Section 17.02 within sixty (60) days after the date of Lessor's consent and such assignment or sublease being in accordance with all the terms and provisions contained in Lessee's notice sent pursuant to Section 17.02. If for any reason this condition fails, any consent given by Lessor shall be deemed of no force and effect and Lessee shall be required to again comply with all conditions of this Article 17 as if no consent had been given.

(b) Lessee delivering to Lessor, prior to the earlier of the date the assignment or sublease occurs or the date the assignee or sublessee takes possession of the Premises or any part thereof, executed originals of the assignment or sublease and any other agreement entered into in connection with such assignment or sublease. If an assignment, the form of assignment shall expressly state that the assignee assumes all of Lessee's obligations under this Lease. If a sublease, the sublease shall expressly state that it is subject to the provisions of this Lease, that it does not extend beyond the end of the Lease Term and that sublessee's right to transfer its interest in the sublease is subject to Lessor's rights under this Article 17.

(c) Lessee paying to Lessor as Additional Rent under this Lease, without affecting or reducing any other obligation of Lessee under this Lease, all rentals, whether so denominated or not under the assignment or sublease, which exceed in the aggregate the sums Lessee is to pay under this Lease. All sums due Lessor pursuant to this Section 17.04 (c) shall, be prorated if the assignment sublease covers less than all of the Premises according to the ratio with the portion of the Premises subleased bears to the total Premises.

17.05 No consent by Lessor to any assignment or subletting shall relieve Lessee of any obligation to be performed by Lessee under this Lease, whether accruing before or after such assignment or subletting. The consent by Lessor to any assignment or subletting shall not relieve Lessee from the obligation to obtain Lessor's express written consent to any other assignment or subletting. Any assignment or subletting which is not in compliance with this Article 17 shall be void and, at the option of Lessor, shall constitute a material default by Lessee under this Lease.

17.06 Each assignee or sublessee, other than Lessor, shall assume all obligations of Lessee under this Lease and shall be and remain liable jointly and severally with Lessee for the payment of the rent, and for the due performance of all the terms, covenants, conditions and agreements herein contained on Lessee's part to be performed for the term of this Lease; provided, however, that the assignee or sublessee shall be liable to Lessor for rent only in the amount set forth in the assignment or sublease. No assignment shall be binding on

Lessor unless such assignee or Lessee shall deliver to Lessor a counter part of such assignment and instrument which contains a covenant of assumption by the assignee satisfactory in substance and form to Lessor, consistent with the requirements of this Section 17.07, but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge this assignee from its liability as set forth above.

Article 18: TRANSFER OF LESSOR'S INTEREST

- 18.01 In the event of any transfer or transfers of Lessor's interests in the Premises or the Project, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Lessor accruing from and after the date of such transfer.

Article 19: DAMAGE OR DESTRUCTION

- 19.01 If the Premises are damaged by any casualty, the damage (exclusive of any property of Lessee or improvements installed by Lessee and located therein) shall be repaired by and at the expense of Lessor, provided such repairs can, in Lessor's opinion, be made within ninety (90) days after notice to Lessor of the occurrence of such damage without the payment of overtime or other premiums. Until such repairs are completed, the rent shall be abated in proportion to the part of the Premises which is unusable by Lessee in the conduct of its business; provided, however, that no rent shall be abated by reason of any portion of the Premises being unusable for a period of five (5) days or less.
- 19.02 If such repairs cannot, in Lessor's opinion, be made within such ninety (90) day period, Lessor may, at its option, make them within a reasonable time, and in such event this Lease shall continue in effect and the rent shall be abated in the manner and to the extent provided above. Lessor's election to make such repairs must be evidenced by written notice to Lessee within thirty (30) days after notice to Lessor of the occurrence of the damage advising Lessee whether or not Lessor will make such repairs and the estimated time for completing the same. If Lessor does not so elect to make such repairs, which cannot be made within such ninety (90) day period, then either party may by written notice to the other, cancel this Lease effective as of the date of such notice.
- 19.03 In case of any damage which Lessor is required or undertakes to repair as provided herein, Lessee may terminate this Lease by notice to Lessor at any time prior to completion of the required repairs if Lessor has not restored and rebuilt the Premises (exclusive of any property of Lessee or improvements installed by Lessee located therein) to substantially the same condition as existed immediately prior to such damage within ninety (90) days after notice to Lessor of the occurrence of such damage, plus such additional period thereafter (not exceeding ninety (90) days) as shall equal the aggregate period Lessor may have been delayed in doing so by acts of God, adjustment of insurance, labor trouble, governmental controls, unavailability of materials, or any other cause beyond Lessor's reasonable control.
- 19.04 No damage, compensation or claim shall be payable by Lessor for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or other portion of the Building, and Lessor shall use its best efforts to effect such repair or restoration promptly and in such manner as to not unreasonably interfere with Lessee's use and occupancy of the Premises.

19.05 Lessor shall not be required to carry insurance of any kind on Lessee's property and, except by reason of the breach by Lessor of any of its obligations hereunder (subject to the provisions of Article 16 hereof), shall not be obligated to repair any damage thereto or replace the same.

19.06 A total destruction of the Building shall automatically terminate this Lease.

Article 20: EMINENT DOMAIN

20.01 If the whole of the Premises or so much thereof as to render the balance unusable by Lessee shall be taken under power of eminent domain, this Lease shall automatically terminate as of the date of such condemnation, or as of the date possession is taken by the condemning authority, whichever is earlier. No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation, together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Lessor any interest in or to require Lessee to assign to Lessor any award made to Lessee for its relocation expenses, the taking of personal property and fixtures belonging to Lessee, the interruption of or damage to Lessee's business or for Lessee's unamortized cost of Leasehold improvements.

20.02 In the event of a partial taking, which does not result in a termination of this Lease, rent shall be abated in proportion to that part of the Premises so made unusable to Lessee.

20.03 No temporary taking of the Premises or of Lessee's rights therein or under this Lease shall terminate this Lease or give Lessee any right to any abatement or rent hereunder; any award made to Lessee by reason of any such temporary taking shall belong entirely to Lessee, and Lessor shall not be entitled to share therein.

Article 21: RELOCATION

21.01 Lessor shall have the right, at its option, upon at least thirty (30) days' written notice to relocate Lessee and to substitute for the Premises other space in the Building containing at least as much rentable area as the original Premises. Such substituted Premises shall be improved by Lessor at its expense, with decorations and improvements at least equal in quantity and quality to those in the original Premises. Lessor shall pay the expenses reasonably incurred by Lessee in connection with such substitution of Premises, including but not limited to costs of moving, door lettering, telephone relocation and reasonable quantities of new stationery.

Article 22: DEFAULTS AND REMEDIES

22.01 The occurrence of any one or more of the following shall constitute a default by Lessee:

(i) The failure by Lessee to pay the rent or make any other payment required to be made by Lessee hereunder as and when due where such failure continues for fifteen (15) days after written notice thereof by Lessor to Lessee;

(ii) The abandonment or vacation of the Premises by Lessee while rent remains unpaid;

(iii) The failure by Lessee to observe or perform any other provision of this Lease to

be observed or performed by Lessee where such failure continues for sixty (60) days after written notice thereof by Lessor to Lessee; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such sixty (60) day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion;

(iv) The making by Lessee of any general assignment for the benefit of creditors; the filing by or against Lessee of a petition to have Lessee adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease where possession is not restored to Lessee within sixty (60) days; or the attachment, execution or other judicial or governmental seizure of all or substantially all of Lessee's interest in this Lease, where such seizure is not discharged within sixty (60) days.

22.02 Upon the occurrence of any default as specified in Section 22.01 hereof, Lessor, in addition to and not in lieu of any other remedy available to Lessor at law or in equity, shall have the option to pursue any one or more of the following remedies without any notice or demand;

(i) Terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor, and if Lessee fails to surrender the Premises, Lessor may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the Premises without being liable for prosecution of any claim for damages. Lessee agrees to pay on demand the amount of all loss and damage which Lessor may suffer by reason of the termination of this Lease under this subparagraph, whether through inability to relet the Premises on satisfactory terms or otherwise provided that such loss or damage, excluding physical damage caused by the Lessee to the premises, shall not exceed in amount the total rent due for the remainder of the lease term.

(ii) Enter upon and take possession of the Premises and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the Premises without being liable for any claim for damages, and relet the Premises on behalf of Lessee and receive directly the rent by reason of the reletting. Lessee agrees to pay Lessor on demand any deficiency that may arise by reason of any reletting of the Premises; further, Lessee agrees to reimburse Lessor for any expenditures made by it for repair up to the amount needed to bring premises up to condition of premises at beginning of lease, or repair in order to relet the Premises excluding normal wear and tear.

(iii) Enter upon the Premises without being liable for prosecution of any claim for damages, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease; further, Lessee agrees that Lessor shall not be liable for any damages resulting from effecting compliance with Lessee's obligations under this subparagraph. In addition to the foregoing provisions of this Section 22.02, in the event a receiver or conservator is appointed to take possession of the assets of Lessee and such receiver or conservator, pursuant to its rights under law,

rejects this Lease, at Lessor's option and in addition to any other rights Lessor may have, there shall be due and owing Lessor, as liquidated damages, the lesser of (3) three months rent under this Lease or (ii) rent under this Lease for the period equal to one-half of the remaining term of this Lease from the date on which the receiver surrenders the Premises to Lessor. The term "rent" as used herein shall be deemed to be and to mean the Basic Rent and all other sums required to be paid by Lessee pursuant to the terms of this Lease. All such sums, other than the Basic Rent, shall be computed on the basis of the average monthly amount thereof accruing during the 24-month period immediately prior to the appointment of such receiver or conservator, except that if it becomes necessary to compute such rental before such 24-month period has occurred, then on the basis of the average monthly amount during such shorter period.

- 22.03 If Lessor terminates this Lease by reason of any such default, Lessor shall also have the right to re-enter the Premises and remove all persons and property from the Premises.
- 22.04 If Lessor does not elect to terminate this Lease on account of any such default as provided in Section 22.02 hereof, Lessor may from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.
- 22.05 If Lessee fails to make any payment of rent or other amount required to be made by Lessee hereunder as and when due, then, and after five (5) days written notice and in addition to any other amounts recoverable by Lessor hereunder, Lessee shall pay Lessor a late charge in an amount equal to the greater of (i) Five Percent (5%) of the amount past due, or (ii) Fifty Dollars (\$50.00) for each billing or additional billing on account of the past due amount, for the purpose of defraying the administrative costs and expenses incident to handling any delinquent payment hereunder, and the cost to Lessor of borrowed funds. Such late charge represents a fair and reasonable estimate by Lessor and Lessee of the fair average compensation for the loss that may be sustained by Lessor due to the failure of Lessee to make timely payments and the cost of borrowed funds, the parties hereto recognizing that the exact amount of such extra costs and expenses is impossible or extremely impracticable to ascertain. Such late charge shall be due and payable on demand and the acceptance thereof by Lessor shall in no event constitute a waiver of Lessee's default with respect to any such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies contained herein.

Article 23: SURRENDER OF PREMISES; REMOVAL OF PROPERTY

- 23.01 The voluntary or other surrender of this Lease by Lessee, or a mutual termination thereof, shall not work a merger, and shall at the option of Lessor, operate as an assignment to it of any or all subleases or subtenancies affecting the Premises.
- 23.02 Upon the expiration of the term of this Lease, or upon any earlier termination of this Lease, Lessee shall quit and surrender possession of the Premises to Lessor in as good order and condition as the same are now or hereafter may be improved by Lessor or Lessee, reasonable wear and tear and repairs which are Lessor's obligation excepted, and shall, without expense to Lessor, remove or cause to be removed from the Premises all debris and rubbish, all furniture, equipment, business and trade fixtures, free-standing cabinet work, movable partitions and other articles of personal property, and all similar articles of any other persons claiming under Lessee unless Lessor exercises its option to have any subleases or subtenancies assigned to it, and Lessee shall repair all damage to

the Premises resulting from such removal.

- 23.03 Whenever Lessor shall re-enter the Premises as provided in Article 22 hereof, or as otherwise provided in this Lease, any property of Lessee not removed by Lessee upon the expiration of the term of this Lease, as provided in this Lease, shall be considered abandoned and Lessor may remove any or all of such items and dispose of the same in any manner or including but not limited to storage at the expense and risk of Lessee, sale of any or all of such property at public or private sale, in such manner and at such times and places as Lessor, in its sole discretion, may deem proper, without notice to or demand upon Lessee giving away, throwing away or otherwise removing, destroying or disposing of such property in any manner determined by the Lessor in its sole discretion without notice demand or accounting to the Lessee.
- 23.04 All fixtures, equipment, alterations, additions, improvements or appurtenances attached to or built into the Premises prior to or during the term hereof, whether by Lessor at its expense or at the expense of Lessee or both, shall be or remain part of the Premises and shall not be removed by Lessee at the end of the term hereof unless otherwise expressly provided for in this Lease or unless such removal is required by Lessor. Such fixtures, equipment, alterations, additions, improvements or appurtenances shall include, without limitation, floor coverings, drapes, paneling, molding, doors, vaults, plumbing systems, electrical systems, lighting systems, silencing equipment, all fixtures, wiring and outlets for the systems mentioned above and for all telephone, radio, computer and television purposes, and any special flooring or ceiling installations. Lessee may remove all of Lessee's personal property, including fixtures, furniture business or office machines and communication equipment provided that, the Lessee shall pay for the removal including any cost of removal or repair of damage caused by removal.

Article 24: WAIVER OF DAMAGES FOR REENTRY

- 24.01 Lessee hereby waives all claims for damages that may be caused by Lessor's reentering and taking possession of the Premises or removing, disposing of or storing the property of Lessee, and Lessee shall indemnify and hold harmless Lessor therefrom, and no such reentry shall be considered or construed to be a forcible entry.

Article 25: COSTS OF SUIT

- 25.01 If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of or under this Lease, including any suit by Lessor for the recovery of rent or possession of the Premises, the losing party shall pay the successful party the costs of such suit and a reasonable sum for attorney's fees and such attorney's fees shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.
- 25.02 Should Lessor, without fault on Lessor's part, be made party to any litigation instituted by Lessee or by any third party against Lessee, or by or against any person holding under or using the Premises by license of Lessee, or for the foreclosure of any lien for labor or material furnished to or for Lessee or any such person or otherwise arising out of or resulting from any action or transaction of Lessee or of any such other person, Lessee shall indemnify and hold harmless Lessor from and against any judgment rendered against Lessor or the Premises or any part thereof, and all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in or in connection with such litigation.

Article 26: HOLDING OVER

- 26.01 If Lessee holds over after the term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case Basic Monthly Rent shall be payable at the rate of one hundred ten percent (110%) of the rent specified in Article 4 hereof, and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein. Nothing contained in this Article 26 shall be construed as consent by Lessor to any holding over by Lessee,

Article 27: SUBORDINATION

- 27.01 This Lease is and at all times shall be subject and subordinate to any ground or underlying leases, mortgages, trust deeds or like encumbrances, which may now or hereafter affect the real property of which the Premises are a part, and to all renewals, modifications, consolidations, replacements and extensions of any such lease, mortgage, trust deed or like encumbrance. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee or beneficiary, affecting any lease or the real property of which the Premises are a part. In confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may request. The subordination of this Lease to any such lease, mortgage, trust deed or like encumbrance shall, however, be subject to the following:

(i) In the event of the sale of the Building upon foreclosure or upon the exercise of a power of sale, or by transfer in lieu of foreclosure or such exercise, Lessee will upon written request attorn to the purchaser and recognize the purchaser or transferee as the Lessor under this Lease.

(ii) Notwithstanding such subordination, Lessee's right to quiet possession of Premises shall not be disturbed so long as Lessee shall pay the rent and observe and perform all of the provisions of this Lease to be observed and performed by Lessee unless this Lease is terminated pursuant to specific provisions relating thereto contained herein.

Article 28: ESTOPPEL CERTIFICATES

- 28.01 Lessee shall at any time and from time to time upon not less than thirty (30) days' prior notice by Lessor, execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Basic Rent, additional rent and other charges have been paid in advance, if any, and stating whether or not to the best knowledge of Lessee, Lessor is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which Lessee may have knowledge. Any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the fee of the Building or any mortgagee, ground lessor or other like encumbrancer thereof or any assignee of any such encumbrancer upon the Building.

Article 29: ACCESS, CHANGES IN BUILDING FACILITIES; NAME

- 29.01 All portions of the Building except the inside surfaces of all walls, windows and doors bounding the Premises (including exterior building walls, core corridor space in or

adjacent to the Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts electric or other utilities, sinks or other building facilities), and the use thereof, as well as access thereto through the Premises for the purpose of operation, maintenance, decoration and repair, are reserved to Lessor.

- 29.02 Lessee shall permit Lessor to install, use and maintain pipes, ducts and conduits within the demising walls, bearing columns and ceilings of the Premises.
- 29.03 Lessor reserves the right, at any time, without incurring any liability to Lessee therefore, to make such reasonable changes in or to the Building and the fixtures and equipment thereof, as well as in or to the street entrances, halls, passages, concourse, elevators, escalators, stairways and other improvements thereof, as it may deem necessary or desirable.
- 29.04 Lessor may adopt any name for the Building and Lessor reserves the right to change the name or address of the Building at any time.

Article 30: RULES AND REGULATIONS

- 30.01 The Rules and Regulations attached hereto as Exhibit C are by this reference incorporated herein and made a part hereof. Lessee shall abide by and comply with, and cause its employees, agents and invitees to abide by and comply with, said Rules and Regulations and any reasonable and non-discriminatory amendments, modifications or additions thereto as may hereafter be adopted by Lessor. Lessor shall not be liable to Lessee for any violation of such Rules and Regulations by any other Lessee or third party.

Article 31: RIGHT OF LESSOR TO PERFORM

- 31.01 All covenants and agreements to be performed by Lessee under any of the terms of this Lease shall be performed by Lessee at Lessee's sole cost and expense and without any abatement of rent. If Lessee shall fail to pay any sum of money, other than rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue beyond any applicable grace period set forth in Article 22 hereof, Lessor may, but shall not be obligated so to do, and without waiving or releasing Lessee from any obligations of Lessee, make any such payment or perform any such other act on Lessee's part to be made or performed hereunder. Lessee shall, promptly and upon demand therefore by Lessor, reimburse Lessor for all sums so paid by Lessor and all necessary incidental costs, together with interest thereon at a rate equal to the lesser of the Prime Rate of interest of US Bank National Association plus two percent (2%) per annum, or the maximum rate permitted by law from the date of such payment by Lessor, and Lessor shall have the same rights and remedies in the event of the failure by Lessee to pay such amounts as Lessor would have in the event of a default by Lessee in the payment of Rent.

Article 32: NOTICES

- 32.01 All notices which Lessor or Lessee may be required, or may desire, to serve on the other may be served, by mailing the same by registered or certified mail, postage prepaid, addressed to Lessor at the address for Lessor set forth in Section 1.07 of the Basic Lease Provisions and to Lessee at the address for Lessee set forth in Section 1.08 of the Basic Lease Provisions or, from and after the Commencement Date, to Lessee at the Premises whether or not Lessee has departed from, abandoned or vacated the Premises, or

addressed to such other addresses as either Lessor or Lessee may from time to time designate to the other in writing.

Article 33: QUIET ENJOYMENT

- 33.01 Lessee, upon paying the Rent, and other charges herein provided for and observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease without hindrance or molestation of anyone lawfully claiming by, through or under Lessor, subject, however, to the matters herein set forth.

Article 34: ENVIRONMENTAL PROVISIONS

- 34.01 Lessee will not cause or permit any Hazardous Substance to be brought upon, kept or used in or about the Premises and the Building of which the Premises are a part, or the real property upon which the Building is located by Lessee, its partners, agents, employees, contractors or invitees; provided, however, that Lessee may use and store within the Premises immaterial quantities of Hazardous Substances customarily used in connection with general office uses, so long as the Lessee uses and stores the same in accordance with all applicable laws, rules and regulations. As used in this Lease the term "Hazardous Substance" or "Hazardous Substances" means any one more substances, materials or wastes which are toxic, ignitable, reactive or corrosive, which may or could pose a hazard to the health and safety of any person or which are or become regulated by any governmental authority, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyl's, (iv) radio active or (v) otherwise defined as a hazardous substance.
- 34.02 Lessee will at all time and in all respects comply with all local, state and federal laws, ordinances, regulations and orders (collectively, "Environmental Laws") related to industrial hygiene, environmental protection or the use, storage, generation, production, treatment, discharge, remediation, removal, disposal or transportation of any Hazardous Substances, except that Lessee will have no obligation to comply with orders and the like for remediation, removal or disposal of any Hazardous Substance not brought upon or introduced to the Building or the Land.
- 34.03 In the event any Hazardous Substance is discharged, leaked or emitted onto or into the Premises, Building, real property, atmosphere, ground, sewer system or any surface or ground water in violation of any Environmental Law as a result of the acts or omissions of Lessee, its partners, agents, employees, contractors or invitees, Lessee will promptly, as its sole expense and as required by authorities having jurisdiction over the situation, perform any and all necessary investigation or monitoring of site conditions and/or containment, clean up, removal, restoration transportation and disposed as required by and in compliance with all applicable Environmental laws.
- 34.04 Unless the same is caused by Lessor's negligence or willful misconduct, Lessee will indemnify, defend (by counsel acceptable to Lessor) and hold harmless Lessor, and each of Lessor's directors, officers, employees, agents, successors and assigns from and against any claims, liabilities, damages, settlements, penalties, fines, losses, costs or expenses arising from or related to (i) the discharge, spill, release or presence in, on, to, under, from or about the Premises, Building or real property of any Hazardous Substance as a result of the acts or omissions of Lessee, (ii) Lessee's use, generation, storage, treatment, transportation, disposal, release, threatened release or discharge of any

Hazardous Substances to, in, on, under, about or from the Premises, Building, or real property, (iii) any personal injury (including wrongful death) or property damage (real or personal) arising from or related to Hazardous Substances which occurs as a result of the acts or omissions of Lessee, and (iv) Lessee's failure to comply with any Environmental Laws. This indemnification includes, without limitation and whether foreseeable or unforeseeable, any and all costs incurred due to any required remedial work or other appropriate action. For purposes of this Section, any acts or omissions of Lessee, its partners, employees, agents, assignees, contractors, or other acting for or on behalf of Lessee (whether or not such acts or omissions are negligent, intentional, willful or unlawful), will be strictly attributed to Lessee. The provisions of this Section are in addition to any other obligations and liabilities Lessee may have to Lessor at law or in equity.

- 34.05 The provisions of this Section will survive the expiration or earlier termination of the term of this Lease. The rights and remedies provided in this Section are in addition to and do not replace or limit any other rights or remedies provided to Lessor or Lessee in this Lease.

Article 35: ADA COMPLIANCE

- 35.01 To the best of Lessor's knowledge and belief, the Building is in compliance with the requirements of the Americans with Disabilities Act (ADA). The Lessee will be responsible for ADA compliance within the premises and in the event it is determined that the leased premises is determined to be not in compliance with the ADA, Lessee will at its sole cost and expense correct any deficiencies. The Lessor will be responsible for ADA compliance with respect to common areas of the Building and in the event common areas are determined to be not in compliance with the ADA, Lessor will at its sole cost and expense correct any deficiencies.

Article 36: PARKING

- 36.01 The parking areas referred to herein shall be used on a non-exclusive basis with other occupants of the Building. These aforementioned parking spaces will be provided solely for the accommodation of the Lessee, and the Lessee expressly agrees that Lessor assumes no responsibility of any kind in reference to such automobile parking areas, or the use thereof by the Lessee, its designated employees or invitees.

Article 37: BINDING EFFECT

- 37.01 Submission of the Lease for examination, even though executed by Lessee, shall not bind Lessor in any manner, and no lease or other obligation on the part of the Lessor shall arise, until this Lease is executed and delivered by Lessor to Lessee.

Article 38: INTERPRETATION

- 38.01 The words "Lessor" and Lessee," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. The headings or titles to the articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part thereof.
- 38.02 If there be more than one Lessee, the obligations hereunder imposed upon Lessee shall be

joint and several.

- 38.03 Subject to the provisions of Article 17 hereof relating to assignment and subletting, this Lease is intended to and does bind the heirs, executors, administrators, successors and assigns of any and all of the parties hereto.
- 38.04 Time is of the essence of this Lease.
- 38.05 This Lease shall be governed by and interpreted in accordance with the laws of the State of Wyoming.
- 38.06 If any term or provision of this lease, the deletion of which would not adversely affect the receipt of any material benefit by either party hereunder, shall be held invalid or unenforceable to any extent, the remainder of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 38.07 The waiver by Lessor or Lessee of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition herein contained as to any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.
- 38.08 This instrument along with any exhibits and attachments or other documents affixed hereto or referred to herein constitutes the entire and exclusive agreement between Lessor and Lessee relating to the Premises, and this Lease and said exhibits and attachments and other documents may be altered, amended or revoked only by an instrument in writing signed by the party to be charged thereby. All prior or contemporaneous oral agreements, understandings and/or practices relative to the leasing of the Premises are merged in or revoked by this agreement.
- 38.09 This Lease may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date first above written.

LESSOR: Wyoming Financial Properties

BY: Michael W. Steele

TITLE: VPOPOPS

DATE: 12-15-17

LESSEE: Ott Inc.

BY: Andre Ott

TITLE: PRESIDENT

DATE: _____

EXHIBIT "B"

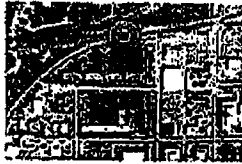
LEGAL DESCRIPTION

A parcel being Lot 1, Block 8, in the City of Casper, Natrona County, Wyoming, and being more particularly described as follows.

Beginning at a point which marks the northwest corner of said Lot 1, Block 8 and also the intersection of the southerly line of 80 feet wide West First Street, in the City of Casper, with the easterly line of 80 feet wide South David Street, 140.0 feet to the northwest corner of Lot 1 and a point in the westerly line of 20 feet wide alley, thence along the westerly line of said alley and easterly line of Lot 1, due south 300.0 feet to the southeast corner of said Lot 1 and a point in the Northerly line of a 20 feet wide alley; thence along the northerly line of said alley and the southerly line of said Lot 1, due west 140.0 feet to the southwest corner of Lot 1 and a point in the easterly line of 80 feet wide South David Street, thence along the easterly line of said street and the westerly line of said Lot 1, due north 300.0 feet to the northwest corner of Lot 1 and the point of beginning.

CBC - 660 -
Copy 1

6th Floor



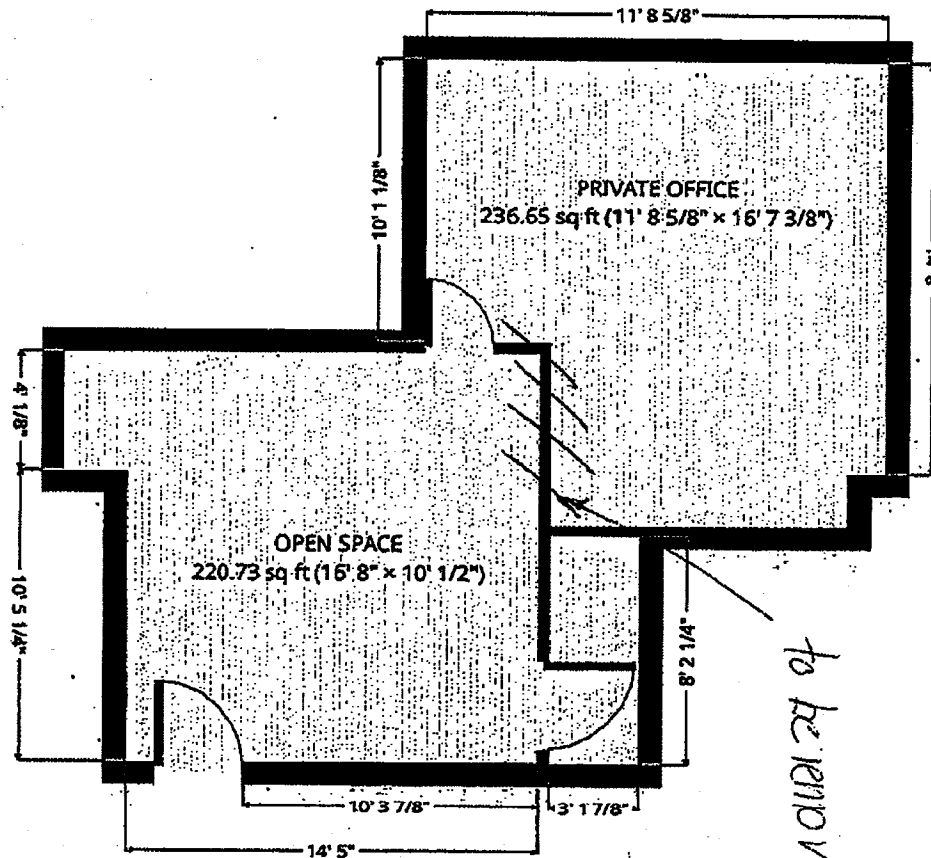
123 W. 1st Street, Cooper, WY, United States 82501



Mike Steele
msteele@weres.com
3072623220

Statistics

483 sq ft
1 Floor
1 Office
0 Conf. room



Handwritten signature/initials

1. Normal business hours are 7:30 a.m. to 5:30 p.m. Monday thru Friday and 7:30 a.m. thru 12:00 noon on Saturday except legal holidays. Occupants in need of heating, air conditioning or other building services during other than normal business hours should contact the building staff to make arrangements for such services.
2. Assigned parking spaces are for the exclusive use of the person or persons to whom such spaces are assigned or reserved. Visitor or Customer parking spaces are for the exclusive use of persons visiting or customers of the Building occupants. Unassigned or unmarked parking spaces are available on a first come, first serve basis.
3. Sidewalks, driveways, stairways, hallways, elevators or other common areas shall not be used for storage of any materials or otherwise obstructed.
4. Building occupants must refrain from activities that cause obnoxious or offensive noise or odors that disturb the quiet enjoyment of other Building occupants.
5. No signs, banners, notices, advertising materials may be posted or displayed on the outside of the building, in windows or in common areas of the building without prior consent of the Lessor.
6. Pets, including but not limited to dogs, cats, birds or other animals are not allowed in the building. Animals assisting persons with disabilities such as Seeing Eye dogs are not considered to be pets and are allowed.
7. Building occupants must refrain from activities that are illegal, violate health, safety and fire regulation, violate environmental regulations or present a danger to other persons or property in or about the Building.
8. Polling, soliciting, or peddling in the Building are prohibited without Lessors' prior approval.
9. Building occupants will not discriminate against or harass any persons or group of persons on account of race, color, creed, sex, age, handicap, religion, national origin or ancestry in or about the building.
10. Lessor reserves the right to adopt additional reasonable rules and regulations for the safe and quiet enjoyment of the Building occupants and to enforce any of the building rules and regulations including but not limited to the right to exclude or expel persons from and to remove and discard offensive materials from the building.

OFFICE LEASE

Between

Wyoming Financial Properties

("Lessor")

and

Star Oil, Inc.

("Lessor")

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OFFICE SPACE LEASE

THIS LEASE, dated for reference purposes only as of 12 October, 2018 is made by and between Wyoming Financial Properties ("Lessor") and Star Oil, Inc. ("Lessee") and the parties agree as herein after set forth.

Article 1: BASIC LEASE PROVISIONS

Each entry set forth below in this Article 1 relates to a specific provision of the Lease and is referenced thereto for convenience or relates to a specific matter, which is identified below.

- | | | |
|------|----------------------------|---|
| 1.01 | Building Name and Address: | Casper Business Center
123 West 1 st ,
Casper, WY 82601 |
| 1.02 | Premises: Suite Number(s): | Suite 675 #2
USF: 161
RSF: 177 |
| 1.03 | Lease Term: | 1 year |
| 1.04 | Commencement Date: | 15 October 2018 |
| 1.05 | Basic Monthly Rent: | \$250.00 \$200.00 <i>with</i> |
| 1.06 | Security Deposit: | SNA <i>EST</i> |
| 1.07 | Use of Premises: | General Office |
| 1.08 | Lessor's Address: | Wyoming Financial Properties
400 East First Street, Suite 209
P.O. Box 130
Casper, Wyoming 82602 |
| 1.09 | Lessee's Address: | |
| 1.10 | Exhibits Attached: | <u>Exhibits A, B, C</u> |

Article 2: PREMISES

- 2.01 Lessor hereby leases to Lessee and Lessee hereby hires from Lessor, subject to all terms and conditions of this Lease, those certain premises (the 'Premises') located in the building (the "Building"), the name and address of which are as set forth in Section 1.01 of the Basic Lease Provisions, which Premises are shown and identified as the Suite Number(s) and located on the floor(s) each as set forth in Section 1.02 of the Basic Lease Provisions and in the drawing attached hereto as Exhibit A". The Building, the land upon which the Building is located, which is described on Exhibit "B" attached hereto, and all other improvements on the land are herein collectively referred to as the "Project."

Article 3: TERM

- 3.01 Initial Term. The term of this Lease, unless sooner terminated as provided herein, shall be as set forth in Section 1.03 commencing on the "Commencement Date," which shall be the first to occur of (i) the date Lessee occupies the Premises for purposes other than construction and decorating or (ii) the date set forth in Section 1.04 of the Basic Lease Provisions. If Lessor, for any reason whatsoever, cannot deliver possession of the Premises to Lessee on or before the specified date in (ii) above, or a reasonable period of time thereafter this Lease shall not be void or voidable and the Lessor shall not be liable to Lessee for any loss or damage resulting therefrom, but in such event, Lessee shall not be liable for any rent until such time as Lessor delivers possession of the Premises to Lessee. In the event possession cannot be delivered within 90 days of the specified date in (ii) above this Lease shall be voidable by either the Lessor or the Lessee giving written notice that the lease is void.

Article 4: RENT

- 4.01 Beginning with the Commencement Date, Lessee shall pay a Basic Monthly Rent for the Premises in the amount specified in Section 1.05 of the Basic Lease Provisions payable on the first day of each month in advance, except that if the Commencement Date occurs on a day other than the first day of a month, then the Basic Monthly Rent for the fraction of the month starting with the Commencement Date shall be paid on said Commencement Date, prorated on the basis of the actual number of days of a month, and if the expiration date is on a day other than the last day of a month the Basic Monthly Rent for the month during which said expiration occurs shall be prorated on the basis of the actual number of days in said month. In addition to the Basic Monthly Rent, Lessee shall pay, as Additional Rent; other amounts as and when hereinafter provided in this Lease. The Basic Monthly Rent and Additional Rent are sometimes hereinafter collectively referred to as the Rent. The Rent shall be payable to Lessor, without further notice or demand and without deduction or offset, in lawful money of the United States of America at the address for Lessor set forth in Section 1.08 of the Basic Lease Provisions, or to such other person or at such other place as Lessor may from time to time designate in writing.

Article 5: RENT ADJUSTMENT

- 5.01 The Basic Monthly Rent shall be adjusted on the anniversary date for each year of the term to reflect increases in the costs of building operating expenses including but not limited to real estate taxes, electricity, natural gas, water, sewer, insurance premiums, janitorial services, trash removal, snow removal, supplies and materials.

The Rent Adjustment shall be determined by multiplying the cumulative percentage increase, if any, in the Wyoming Cost of Living Index Statewide (WCLIS) for the previous 12 months times the Basic Monthly Rent for the previous year. The product shall be the monthly Rent Adjustment to be paid as Additional Rent each month. Provided, however that the Rent Adjustment shall not exceed 5% of the previous years Rent.

- 5.02 Payment of Rent. Lessee shall pay Lessor the Basic Monthly Rent and any Additional Rent, when and, as it shall become due and payable. All Basic Monthly Rent and Additional Rent which have not been paid within ten (10) days of the due date shall bear interest from the due date until paid at the Prime Rate of Interest at U.S. Bank National Association (the "Reference Rate") on the date ten (10) days following the date such Basic Monthly Rent or Additional Rent shall have been due and payable, plus two (2) percent per annum. Such interest shall be paid by Lessee to Lessor upon demand.

Article 6: SECURITY DEPOSIT

- 6.01 Lessee has deposited with Lessor the sum set forth in Section 1.06 of the Basic Lease Provisions as security for the full and faithful performance of every provision of this Lease to be performed by Lessee. If Lessee defaults with respect to any provision of this Lease, including, without limitation, the provisions relating to the payment of Rent, the repair of damage to the Premises or cleaning the Premises upon termination of this Lease, Lessor may use, apply or retain all or any of this Security Deposit for the payment of any Rent or other sum in default, the repair of such damage to the Premises, the cost of such cleaning or the payment of any other amount which Lessor may spend or become obligated to spend by reason of Lessee's default or to compensate Lessor for any other expense, loss or damage which Lessor may suffer by reason of Lessee's default to the full extent permitted by law. If any portion of said deposit is so used, applied or retained, Lessee shall, within ten (10) days after written demand therefore, deposit with Lessor an amount sufficient to restore the security deposit to its original amount and Lessee's failure to do so shall be a material default and breach of this Lease. Lessor shall not be required to keep any Security Deposit separate from its general funds, and Lessee shall not be entitled to interest on any such deposit. If Lessee shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Lessee or to the last assignee of Lessee's interest hereunder at the expiration of the term of this Lease.

Article 7: UTILITIES AND SERVICES

- 7.01 Lessor shall furnish to the Premises during reasonable hours of generally recognized business days such amounts of air conditioning; heating and ventilation as may be reasonably necessary for the comfortable use and occupation of the Premises. Subject to the provisions set forth below, Lessor shall at all times furnish the Premises with elevator service and reasonable amounts of electric current for normal lighting by Lessor's building standard overhead fluorescent and incandescent fixtures and for fractional horsepower office machines and furnish the common areas of the Building with water for lavatory and drinking purposes. Lessor may impose a reasonable charge for any utilities or services, including, without limitation, electric current, required to be provided by Lessor by reason of any excessive use of any thereof or by reason of any substantial recurrent use of the Premises at any time other than reasonable hours of generally recognized business days. Lessor shall provide janitorial service equivalent to that

furnished in comparable office buildings and window washing as reasonably required; provided, however, that Lessee shall pay for any additional or unusual janitorial services required by reason of any non-building standard improvements in the Premises, including without limitation wall coverings and floor coverings, installed by or for Lessee. Lessor shall replace fluorescent tubes and ballast in the Lessor's building standard overhead fluorescent fixtures as required. Lessee shall pay for replacement of all other bulbs as required. Lessor shall not be liable for any failure to furnish any of such services or utilities when such failure is caused by accident, strikes, lockouts, other labor troubles or other conditions beyond Lessor's reasonable control, including, without limitation, any governmental water, energy or other conservation program. No such failure shall entitle Lessee to any damages, relieve Lessee of the obligation to pay the full rent reserved herein or constitute or be construed as a constructive or other eviction of Lessee.

- 7.02 Lessee will not without the prior written consent of Lessor, which Lessor will not unreasonably withhold, use any apparatus or device in the Premises, including without limitation electronic data processing machines, punch card machines and machines requiring power in excess of five hundred (500) watts, which will in any way increase the amount of electricity or water usually furnished or supplied for use of the Premises as general office space; nor connect any apparatus, machine or device with water pipes or electric current (except through existing electrical outlets in the Premises), for the purpose of using electric current or water. If Lessee shall require electric current in excess of that which Lessor is obligated to furnish under Section 7.01 above, Lessor may cause an electric current meter to be installed in the Premises to measure the amount of electric current consumed for any such use. The cost of any such meter and of installation, maintenance and repair thereof shall be paid for by Lessee, and Lessee shall reimburse Lessor promptly upon demand therefore by Lessor for all such electric current consumed for any such use as shown by said meter at the rates charged for such services by the local public utility furnishing the same plus any additional expense incurred in keeping account of the electric current so consumed. If any lights, machines or equipment (including without limitation electronic data processing machines) are used by Lessee in the Premises which materially affect the temperature otherwise maintained by the air conditioning system, or generate substantially more heat in the Premises than would be generated by the building standard lights and usual fractional horsepower office equipment, Lessor shall have the right to install any machinery and equipment which Lessor reasonably deems necessary to restore temperature balance, including without limitation modifications to the standard air conditioning equipment, and the cost thereof, including the cost of installation and any additional cost of operation and maintenance occasioned thereby, shall be paid by Lessee to Lessor upon demand by Lessor.

Article 8: USE OF PREMISES

- 8.01 Lessee shall use and occupy the Premises only for the purposes specified in Section 1.07 of the Basic Lease Provisions and shall not use or occupy the Premises for any other purpose, including without limitation any medical or dental office, clinic, laboratory or similar business, without the prior written consent of Lessor. Lessee shall not use or occupy the Premises in violation of law and shall discontinue any use of the Premises which is declared by any governmental authority to be a violation of law. Lessee, at its sole cost and expense, shall comply with any directive of any governmental authority, which shall impose any duty upon Lessee or Lessor with respect to the Premises or the use or occupation thereof, by reason of the nature of Lessee's use or occupancy of the

Premises. Lessee shall not commit, or suffer to be committed, any waste, nuisance or other act which may disturb the quiet enjoyment of any other Lessee or other occupant of the Building, or any act which may increase the cost of public liability insurance for the Project or which is otherwise in contravention of insurance underwriting regulations and guidelines.

- 8.02 Lessee represents and agrees that Lessee is not a person or entity or controlled by or affiliated with a person or entity which is identified by the Office of Foreign Asset Control, Executive Order or any laws, rules or regulations including but not limited to anti terrorism, anti money laundering, anti drug trafficking, anti racketeering, or similar laws, rules or regulations with whom a person or entity in the United States of America may not conduct or transact business (prohibited person) and that no portion of the rent or other payment made to the Landlord is obtained from any illegal or prohibited activity. Notwithstanding any other remedies provided for breach or default, Landlord may immediately terminate this Lease in the event Lessee is or subsequently becomes a prohibited person or any payment is from any illegal or prohibited activity.

Article 9: ACCEPTANCE OF PREMISES

- 9.01 Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the Premises or the Building or with respect to the suitability or fitness of either for the conduct of Lessee's business or for any other purpose. The taking of possession or use of the Premises by Lessee for any purpose other than construction shall conclusively establish that the Premises and the Building were at such time in satisfactory condition and in conformity with the provisions of this Lease in all respects.

Article 10: ALTERATIONS AND EQUIPMENT

- 10.01 Lessee shall make no alterations or improvements to the Premises, other than usual decorating work, without the prior written consent of Lessor, which will not be unreasonably withheld and Lessor may impose as a condition to such consent such requirements as to the manner in which or the time or times at which such work shall be done and Lessor shall have the right to approve the contractor selected by Lessee to perform such work. All such alterations, additions or improvements shall become the property of Lessor and shall be surrendered with the Premises, as a part thereof, at the end of the term of this Lease.

Article 11: LIENS

- 11.01 Lessor shall keep the Premises and the Building free from any mechanics' liens that affect Lessee's interest in the Premises or Building arising out of any work performed, materials furnished or obligations incurred by or on behalf of the Lessor. Lessor shall indemnify and hold harmless the Lessee from and against any such lien or claim or action thereof and reimburse Lessee promptly on demand therefore by Lessee for costs of suit and reasonable attorney's fees incurred by Lessee in connection with any such claim or action.

Lessee shall keep the Premises and the Building free from any mechanics liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Lessee. Lessee shall indemnify and hold harmless Lessor from and against any such lien

or claim or action thereof and reimburse Lessor promptly upon demand therefore by Lessor for costs of suit and reasonable attorney's fees incurred by Lessor in connection with any such claim or actions.

Article 12: TAX ON LESSEE'S PROPERTY

- 12.01 Lessee shall be liable for, and shall pay when due and before any delinquency, all taxes levied against any personal property or trade fixtures placed by Lessee in or about the Premises. If any such taxes on Lessee's personal property or trade fixtures are levied against Lessor or Lessor's property, or if the assessed value of Lessor's property is increased by the inclusion therein of a value placed upon such personal property or trade fixtures of Lessee and if Lessor, pays the taxes based upon such increased assessment (which Lessor shall have the right to do regardless of the validity of such levy), Lessee shall pay to Lessor the taxes so levied against Lessor or the proportion of such taxes resulting from such increase in the assessment; provided, however, that upon payment to Lessor, Lessee shall have the right, in the name of Lessor and with Lessor's full cooperation but at no cost to Lessor, to bring suit in any court of competent jurisdiction to recover the amount of any such tax so paid, and any amount so recovered shall belong to Lessee.

Article 13: MAINTENANCE AND REPAIR

- 13.01 Subject to the provisions of Section 13.02 hereof, Lessee shall keep in good condition and repair the Premises and the fixtures therein and, subject to the provisions of Article 16 hereof, reimburse Lessor for all repairs thereto or to the Building which are made necessary as a result of any misuse or neglect by (i) Lessee or any of its officers, agents, employees, contractors or licensees, or (ii) any visitors, guests or invitees of Lessee while in the Premises.
- 13.02 Subject to the provisions of Section 7.01 and Article 19 hereof, Lessor shall maintain in good condition and repair the Building structure and public areas and the plumbing, air conditioning and electrical systems serving the Premises. Lessor shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need for such repairs or maintenance is given to the Lessor by Lessee. Except as provided in Article 19 hereof, there shall be no abatement of rent and no liability of Lessor by reason of any injury to or interference with Lessee's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building, including the Premises, or in or to the fixtures, appurtenances and equipment therein; provided, however, that in making such repairs, alterations or improvements, Lessor shall interfere as little as reasonably practicable with the conduct of Lessee's business in the Premises.

Article 14: ENTRY AND INSPECTION

- 14.01 Lessee will permit Lessor and its agents at all reasonable times during normal business hours and at any time in case of emergency, in such manner as to cause as little disturbance to Lessees as reasonably practicable, (i) to enter into and upon the Premises for the purpose of inspecting the same, or for the purpose of protecting the interest therein of Lessor, or to post notices of non-responsibility, and (ii) to take all required materials and equipment into the Premises, and perform all required work therein, including the erection of scaffolding, props, or other mechanical devices for the purpose of making alterations, repairs or additions to the Premises or to any other portion of the Building or

maintaining any service provided by Lessor to Lessee, hereunder, including window cleaning and janitorial service, without any rebate of rent to Lessee for any loss of occupancy or quiet enjoyment of the Premises, or damage, injury or inconvenience thereby occasioned. Lessee shall also permit Lessor and its agents, upon request, to enter or pass through the Premises or any part thereof, at reasonable times during normal business hours to show the Premises to the fee owners, lessors of superior leases, holders of encumbrances on the interest of Lessor, or prospective purchasers, mortgagees, lessors or lessees of the Building or a portion thereof. Lessor shall also have the right to enter or pass through the Premises, or any part thereof, at such times as such entry shall be required by circumstances of emergency affecting the Premises or any other portion of the Building. If during the term hereof Lessee shall have removed substantially all of Lessee's property and personnel from the Premises, Lessor may enter the Premises and repair, alter and redecorate the same, without abatement of rent and without liability to Lessee, and such acts shall have no effect on this lease.

Article 15: HOLD HARMLESS AND NON-LIABILITY

- 15.01 Lessee shall indemnify and hold harmless Lessor, its agents, and any and all affiliates of Lessor, including, without limitation, any corporations or other entities controlling, controlled by or under common control with Lessor, from and against any and all claims arising from injury to persons, loss of life or damage to property occurring in or about the Premises and from and against any and all costs, expenses and liabilities (including, without limitation, reasonable attorneys' fees) incurred by Lessor or said affiliates in or in connection with any such claim or any proceeding based thereon, to the extent such injury, loss of life or damage arises out of the negligence or willful act or failure to act of (i) Lessee, or any of its officers, employees, agents, contractors, or licensees or (ii) any visitors, guests or invitees or Lessee while in the Premises.
- 15.02 Lessee shall maintain in effect public liability and property damage insurance, naming Lessor as an additional insured, with a combined single limit of liability of not less than \$1,000,000. All such policies of insurance shall be evidenced by certificates delivered to Lessor shall name the Lessor as an additional insured and shall provide that the same cannot be canceled upon less than thirty (30) days written notice to Lessor.
- 15.03 Lessor shall indemnify and hold harmless Lessee from and against any and all claims arising from injury to persons, loss of life or damage to property occurring in or about the Premises and any and all costs, expenses and liabilities incurred by Lessee in or in connection with any such claim or any proceeding based thereon, to the extent such injury, loss of life or damage arises out of the negligence or willful act or failure to act of Lessor, or any of its officers, employees, servants, agents, contractors, or licensees; provided, however, that in no event shall Lessor be liable to Lessee for any damage to the Premises or for any loss, damage or injury to any property of Lessee therein or thereon occasioned by bursting, rupture, leakage or overflow of any plumbing or other pipes (including, without limitation, water, steam and/or refrigerant lines), sprinklers, tanks, drains, drinking fountains or washstands, or other similar cause in, above, upon or about the Premises or the Building.

Article 16: WAIVER OF SUBROGATION

- 16.01 Lessor and Lessee release each other, and their respective representatives, from any claims for damage to the Premises and the Building (including loss of income), and to the fixtures, personal property, improvements and alterations of either Lessor or Lessee in or on the Premises and the Building that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause their respective insurance policies to provide that the insurance company waives all rights of recovery by way of subrogation against either party or their representatives in connection with any damage covered by such policy. Neither party nor its representatives shall be liable to the other for any damage caused by fire or any other risks commonly included in any property insurance policy which is carried under the terms of this Lease or which a party to this Lease covenants to carry. If any such insurance policy with a waiver of subrogation provision cannot be obtained without payment of an additional premium charge above that charged by the insurance company issuing such policy without a waiver of subrogation provision, Lessee shall pay such additional premium to the insurance carrier issuing any such policies Lessee covenants to carry under this Lease.

Article 17: ASSIGNMENT AND SUBLETTING

- 17.01 Lessee shall not either voluntarily or by operation of law assign, encumber, pledge or otherwise transfer or hypothecate all or any part of Lessee's leasehold estate hereunder, or permit the Premises to be occupied by anyone other than Lessee or Lessee's employees or sublet the Premises or any portion thereof without Lessor's prior written consent in each instance, which shall not be unreasonably withheld.

No collection or acceptance of rent by Lessor from any person other than Lessee shall be deemed a waiver of any provision of this Article 17 or the acceptance of any assignee or sublessee as the Lessee hereunder, or a release of Lessee from any obligation under this Lease, whether theretofore or thereafter accruing.

- 17.02 If Lessee desires at any time to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify Lessor of its desire to do so and shall submit in writing to Lessor (a) the name of the proposed sublessee or assignee; (b) the nature of the proposed sublessee's or assignee's business to be carried on in the Premises; (c) the terms and provisions of the proposed sublease or assignment and a copy of the proposed sublease or assignment; and (d) such financial information as Lessor may reasonably request concerning the proposed sublessee or assignee.

- 17.03 Within thirty (30) days after receipt by Lessor of the information specified in Section 17.02 hereof, Lessor may, at its sole discretion, by providing written notice to Lessee of Lessor's election:

- (a) consent to the requested assignment or sublease (such consent being subject in all circumstances to the provisions of Section 17.04, whether or not so expressly stated in the notice to Lessee setting forth such consent); or
- (b) withhold consent to the requested transfer, provided that consent will not be unreasonably withheld.

Lessor's consent to a proposed assignment or sublease shall be deemed given if, and only

if, Lessee shall actually receive written notice from Lessor expressly setting forth Lessor's consent to the specific assignment or sublease. If for any reason Lessor fails to give Lessee written notice of Lessor's election as authorized by this Section 17.03 within the said thirty (30) day period, it shall be deemed that Lessor has elected to withhold consent to the proposed assignment or sublease.

17.04 Any consent of Lessor to any assignment or sublease shall be expressly conditioned upon, and any assignment or sublease shall be subject to, the following:

(a) Lessee completing the negotiations for a valid and bona fide assignment or sublease to the assignee or sublessee identified in the notice referred to in Section 17.02 within sixty (60) days after the date of Lessor's consent and such assignment or sublease being in accordance with all the terms and provisions contained in Lessee's notice sent pursuant to Section 17.02. If for any reason this condition fails, any consent given by Lessor shall be deemed of no force and effect and Lessee shall be required to again comply with all conditions of this Article 17 as if no consent had been given.

(b) Lessee delivering to Lessor, prior to the earlier of the date the assignment or sublease occurs or the date the assignee or sublessee takes possession of the Premises or any part thereof, executed originals of the assignment or sublease and any other agreement entered into in connection with such assignment or sublease. If an assignment, the form of assignment shall expressly state that the assignee assumes all of Lessee's obligations under this Lease. If a sublease, the sublease shall expressly state that it is subject to the provisions of this Lease, that it does not extend beyond the end of the Lease Term and that sublessee's right to transfer its interest in the sublease is subject to Lessor's rights under this Article 17.

(c) Lessee paying to Lessor as Additional Rent under this Lease, without affecting or reducing any other obligation of Lessee under this Lease, all rentals, whether so denominated or not under the assignment or sublease, which exceed in the aggregate the sums Lessee is to pay under this Lease. All sums due Lessor pursuant to this Section 17.04 (c) shall, be prorated if the assignment sublease covers less than all of the Premises according to the ratio with the portion of the Premises subleased bears to the total Premises.

17.05 No consent by Lessor to any assignment or subletting shall relieve Lessee of any obligation to be performed by Lessee under this Lease, whether accruing before or after such assignment or subletting. The consent by Lessor to any assignment or subletting shall not relieve Lessee from the obligation to obtain Lessor's express written consent to any other assignment or subletting. Any assignment or subletting which is not in compliance with this Article 17 shall be void and, at the option of Lessor, shall constitute a material default by Lessee under this Lease.

17.06 Each assignee or sublessee, other than Lessor, shall assume all obligations of Lessee under this Lease and shall be and remain liable jointly and severally with Lessee for the payment of the rent, and for the due performance of all the terms, covenants, conditions and agreements herein contained on Lessee's part to be performed for the term of this Lease; provided, however, that the assignee or sublessee shall be liable to Lessor for rent only in the amount set forth in the assignment or sublease. No assignment shall be binding on

Lessor unless such assignee or Lessee shall deliver to Lessor a counter part of such assignment and instrument which contains a covenant of assumption by the assignee satisfactory in substance and form to Lessor, consistent with the requirements of this Section 17.07, but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge this assignee from its liability as set forth above.

Article 18: TRANSFER OF LESSOR'S INTEREST

- 18.01 In the event of any transfer or transfers of Lessor's interests in the Premises or the Project, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Lessor accruing from and after the date of such transfer.

Article 19: DAMAGE OR DESTRUCTION

- 19.01 If the Premises are damaged by any casualty, the damage (exclusive of any property of Lessee or improvements installed by Lessee and located therein) shall be repaired by and at the expense of Lessor, provided such repairs can, in Lessor's opinion, be made within ninety (90) days after notice to Lessor of the occurrence of such damage without the payment of overtime or other premiums. Until such repairs are completed, the rent shall be abated in proportion to the part of the Premises which is unusable by Lessee in the conduct of its business; provided, however, that no rent shall be abated by reason of any portion of the Premises being unusable for a period of five (5) days or less.
- 19.02 If such repairs cannot, in Lessor's opinion, be made within such ninety (90) day period, Lessor may, at its option, make them within a reasonable time, and in such event this Lease shall continue in effect and the rent shall be abated in the manner and to the extent provided above. Lessor's election to make such repairs must be evidenced by written notice to Lessee within thirty (30) days after notice to Lessor of the occurrence of the damage advising Lessee whether or not Lessor will make such repairs and the estimated time for completing the same. If Lessor does not so elect to make such repairs, which cannot be made within such ninety (90) day period, then either party may by written notice to the other, cancel this Lease effective as of the date of such notice.
- 19.03 In case of any damage which Lessor is required or undertakes to repair as provided herein, Lessee may terminate this Lease by notice to Lessor at any time prior to completion of the required repairs if Lessor has not restored and rebuilt the Premises (exclusive of any property of Lessee or improvements installed by Lessee located therein) to substantially the same condition as existed immediately prior to such damage within ninety (90) days after notice to Lessor of the occurrence of such damage, plus such additional period thereafter (not exceeding ninety (90) days) as shall equal the aggregate period Lessor may have been delayed in doing so by acts of God, adjustment of insurance, labor trouble, governmental controls, unavailability of materials, or any other cause beyond Lessor's reasonable control.
- 19.04 No damage, compensation or claim shall be payable by Lessor for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or other portion of the Building, and Lessor shall use its best efforts to effect such repair or restoration promptly and in such manner as to not unreasonably interfere with Lessee's use and occupancy of the Premises.

- 19.05 Lessor shall not be required to carry insurance of any kind on Lessee's property and, except by reason of the breach by Lessor of any of its obligations hereunder (subject to the provisions of Article 16 hereof), shall not be obligated to repair any damage thereto or replace the same.
- 19.06 A total destruction of the Building shall automatically terminate this Lease.

Article 20: EMINENT DOMAIN

- 20.01 If the whole of the Premises or so much thereof as to render the balance unusable by Lessee shall be taken under power of eminent domain, this Lease shall automatically terminate as of the date of such condemnation, or as of the date possession is taken by the condemning authority, whichever is earlier. No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation, together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Lessor any interest in or to require Lessee to assign to Lessor any award made to Lessee for its relocation expenses, the taking of personal property and fixtures belonging to Lessee, the interruption of or damage to Lessee's business or for Lessee's unamortized cost of Leasehold improvements.
- 20.02 In the event of a partial taking, which does not result in a termination of this Lease, rent shall be abated in proportion to that part of the Premises so made unusable to Lessee.
- 20.03 No temporary taking of the Premises or of Lessee's rights therein or under this Lease shall terminate this Lease or give Lessee any right to any abatement or rent hereunder; any award made to Lessee by reason of any such temporary taking shall belong entirely to Lessee, and Lessor shall not be entitled to share therein.

Article 21: RELOCATION

- 21.01 Lessor shall have the right, at its option, upon at least thirty (30) days' written notice to relocate Lessee and to substitute for the Premises other space in the Building containing at least as much rentable area as the original Premises. Such substituted Premises shall be improved by Lessor at its expense, with decorations and improvements at least equal in quantity and quality to those in the original Premises. Lessor shall pay the expenses reasonably incurred by Lessee in connection with such substitution of Premises, including but not limited to costs of moving, door lettering, telephone relocation and reasonable quantities of new stationery.

Article 22: DEFAULTS AND REMEDIES

- 22.01 The occurrence of any one or more of the following shall constitute a default by Lessee:
- (i) The failure by Lessee to pay the rent or make any other payment required to be made by Lessee hereunder as and when due where such failure continues for fifteen (15) days after written notice thereof by Lessor to Lessee;
 - (ii) The abandonment or vacation of the Premises by Lessee while rent remains unpaid;
 - (iii) The failure by Lessee to observe or perform any other provision of this Lease to

be observed or performed by Lessee where such failure continues for sixty (60) days after written notice thereof by Lessor to Lessee; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such sixty (60) day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion;

(iv) The making by Lessee of any general assignment for the benefit of creditors; the filing by or against Lessee of a petition to have Lessee adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease where possession is not restored to Lessee within sixty (60) days; or the attachment, execution or other judicial or governmental seizure of all or substantially all of Lessee's interest in this Lease, where such seizure is not discharged within sixty (60) days.

22.02 Upon the occurrence of any default as specified in Section 22.01 hereof, Lessor, in addition to and not in lieu of any other remedy available to Lessor at law or in equity, shall have the option to pursue any one or more of the following remedies without any notice or demand;

(i) Terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor, and if Lessee fails to surrender the Premises, Lessor may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the Premises without being liable for prosecution of any claim for damages. Lessee agrees to pay on demand the amount of all loss and damage which Lessor may suffer by reason of the termination of this Lease under this subparagraph, whether through inability to relet the Premises on satisfactory terms or otherwise provided that such loss or damage, excluding physical damage caused by the Lessee to the premises, shall not exceed in amount the total rent due for the remainder of the lease term.

(ii) Enter upon and take possession of the Premises and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the Premises without being liable for any claim for damages, and relet the Premises on behalf of Lessee and receive directly the rent by reason of the reletting. Lessee agrees to pay Lessor on demand any deficiency that may arise by reason of any reletting of the Premises; further, Lessee agrees to reimburse Lessor for any expenditures made by it for repair up to the amount needed to bring premises up to condition of premises at beginning of lease, or repair in order to relet the Premises excluding normal wear and tear.

(iii) Enter upon the Premises without being liable for prosecution of any claim for damages, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease; further, Lessee agrees that Lessor shall not be liable for any damages resulting from effecting compliance with Lessee's obligations under this subparagraph. In addition to the foregoing provisions of this Section 22.02, in the event a receiver or conservator is appointed to take possession of the assets of Lessee and such receiver or conservator, pursuant to its rights under law,

rejects this Lease, at Lessor's option and in addition to any other rights Lessor may have, there shall be due and owing Lessor, as liquidated damages, the lesser of (3) three months rent under this Lease or (ii) rent under this Lease for the period equal to one-half of the remaining term of this Lease from the date on which the receiver surrenders the Premises to Lessor. The term "rent" as used herein shall be deemed to be and to mean the Basic Rent and all other sums required to be paid by Lessee pursuant to the terms of this Lease. All such sums, other than the Basic Rent, shall be computed on the basis of the average monthly amount thereof accruing during the 24-month period immediately prior to the appointment of such receiver or conservator, except that if it becomes necessary to compute such rental before such 24-month period has occurred, then on the basis of the average monthly amount during such shorter period.

- 22.03 If Lessor terminates this Lease by reason of any such default, Lessor shall also have the right to re-enter the Premises and remove all persons and property from the Premises.
- 22.04 If Lessor does not elect to terminate this Lease on account of any such default as provided in Section 22.02 hereof, Lessor may from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.
- 22.05 If Lessee fails to make any payment of rent or other amount required to be made by Lessee hereunder as and when due, then, and after five (5) days written notice and in addition to any other amounts recoverable by Lessor hereunder, Lessee shall pay Lessor a late charge in an amount equal to the greater of (i) Five Percent (5%) of the amount past due, or (ii) Fifty Dollars (\$50.00) for each billing or additional billing on account of the past due amount, for the purpose of defraying the administrative costs and expenses incident to handling any delinquent payment hereunder, and the cost to Lessor of borrowed funds. Such late charge represents a fair and reasonable estimate by Lessor and Lessee of the fair average compensation for the loss that may be sustained by Lessor due to the failure of Lessee to make timely payments and the cost of borrowed funds, the parties hereto recognizing that the exact amount of such extra costs and expenses is impossible or extremely impracticable to ascertain. Such late charge shall be due and payable on demand and the acceptance thereof by Lessor shall in no event constitute a waiver of Lessee's default with respect to any such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies contained herein.

Article 23: SURRENDER OF PREMISES; REMOVAL OF PROPERTY

- 23.01 The voluntary or other surrender of this Lease by Lessee, or a mutual termination thereof, shall not work a merger, and shall at the option of Lessor, operate as an assignment to it of any or all subleases or subtenancies affecting the Premises.
- 23.02 Upon the expiration of the term of this Lease, or upon any earlier termination of this Lease, Lessee shall quit and surrender possession of the Premises to Lessor in as good order and condition as the same are now or hereafter may be improved by Lessor or Lessee, reasonable wear and tear and repairs which are Lessor's obligation excepted, and shall, without expense to Lessor, remove or cause to be removed from the Premises all debris and rubbish, all furniture, equipment, business and trade fixtures, free-standing cabinet work, movable partitions and other articles of personal property, and all similar articles of any other persons claiming under Lessee unless Lessor exercises its option to have any subleases or subtenancies assigned to it, and Lessee shall repair all damage to

the Premises resulting from such removal.

- 23.03 Whenever Lessor shall re-enter the Premises as provided in Article 22 hereof, or as otherwise provided in this Lease, any property of Lessee not removed by Lessee upon the expiration of the term of this Lease, as provided in this Lease, shall be considered abandoned and Lessor may remove any or all of such items and dispose of the same in any manner or including but not limited to storage at the expense and risk of Lessee, sale of any or all of such property at public or private sale, in such manner and at such times and places as Lessor, in its sole discretion, may deem proper, without notice to or demand upon Lessee giving away, throwing away or otherwise removing, destroying or disposing of such property in any manner determined by the Lessor in its sole discretion without notice demand or accounting to the Lessee.
- 23.04 All fixtures, equipment, alterations, additions, improvements or appurtenances attached to or built into the Premises prior to or during the term hereof, whether by Lessor at its expense or at the expense of Lessee or both, shall be or remain part of the Premises and shall not be removed by Lessee at the end of the term hereof unless otherwise expressly provided for in this Lease or unless such removal is required by Lessor. Such fixtures, equipment, alterations, additions, improvements or appurtenances shall include, without limitation, floor coverings, drapes, paneling, molding, doors, vaults, plumbing systems, electrical systems, lighting systems, silencing equipment, all fixtures, wiring and outlets for the systems mentioned above and for all telephone, radio, computer and television purposes, and any special flooring or ceiling installations. Lessee may remove all of Lessee's personal property, including fixtures, furniture business or office machines and communication equipment provided that, the Lessee shall pay for the removal including any cost of removal or repair of damage caused by removal.

Article 24: WAIVER OF DAMAGES FOR REENTRY

- 24.01 Lessee hereby waives all claims for damages that may be caused by Lessor's reentering and taking possession of the Premises or removing, disposing of or storing the property of Lessee, and Lessee shall indemnify and hold harmless Lessor therefrom, and no such reentry shall be considered or construed to be a forcible entry.

Article 25: COSTS OF SUIT

- 25.01 If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of or under this Lease, including any suit by Lessor for the recovery of rent or possession of the Premises, the losing party shall pay the successful party the costs of such suit and a reasonable sum for attorney's fees and such attorney's fees shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.
- 25.02 Should Lessor, without fault on Lessor's part, be made party to any litigation instituted by Lessee or by any third party against Lessee, or by or against any person holding under or using the Premises by license of Lessee, or for the foreclosure of any lien for labor or material furnished to or for Lessee or any such person or otherwise arising out of or resulting from any action or transaction of Lessee or of any such other person, Lessee shall indemnify and hold harmless Lessor from and against any judgment rendered against Lessor or the Premises or any part thereof, and all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in or in connection with such litigation.

Article 26: HOLDING OVER

- 26.01 If Lessee holds over after the term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case Basic Monthly Rent shall be payable at the rate of one hundred ten percent (110%) of the rent specified in Article 4 hereof, and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein. Nothing contained in this Article 26 shall be construed as consent by Lessor to any holding over by Lessee,

Article 27: SUBORDINATION

- 27.01 This Lease is and at all times shall be subject and subordinate to any ground or underlying leases, mortgages, trust deeds or like encumbrances, which may now or hereafter affect the real property of which the Premises are a part, and to all renewals, modifications, consolidations, replacements and extensions of any such lease, mortgage, trust deed or like encumbrance. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee or beneficiary, affecting any lease or the real property of which the Premises are a part. In confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may request. The subordination of this Lease to any such lease, mortgage, trust deed or like encumbrance shall, however, be subject to the following:

(i) In the event of the sale of the Building upon foreclosure or upon the exercise of a power of sale, or by transfer in lieu of foreclosure or such exercise, Lessee will upon written request attorn to the purchaser and recognize the purchaser or transferee as the Lessor under this Lease.

(ii) Notwithstanding such subordination, Lessee's right to quiet possession of Premises shall not be disturbed so long as Lessee shall pay the rent and observe and perform all of the provisions of this Lease to be observed and performed by Lessee unless this Lease is terminated pursuant to specific provisions relating thereto contained herein.

Article 28: ESTOPPEL CERTIFICATES

- 28.01 Lessee shall at any time and from time to time upon not less than thirty (30) days' prior notice by Lessor, execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Basic Rent, additional rent and other charges have been paid in advance, if any, and stating whether or not to the best knowledge of Lessee, Lessor is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which Lessee may have knowledge. Any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the fee of the Building or any mortgagee, ground lessor or other like encumbrancer thereof or any assignee of any such encumbrancer upon the Building.

Article 29: ACCESS, CHANGES IN BUILDING FACILITIES; NAME

- 29.01 All portions of the Building except the inside surfaces of all walls, windows and doors bounding the Premises (including exterior building walls, core corridor space in or

adjacent to the Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts electric or other utilities, sinks or other building facilities), and the use thereof, as well as access thereto through the Premises for the purpose of operation, maintenance, decoration and repair, are reserved to Lessor.

- 29.02 Lessee shall permit Lessor to install, use and maintain pipes, ducts and conduits within the demising walls, bearing columns and ceilings of the Premises.
- 29.03 Lessor reserves the right, at any time, without incurring any liability to Lessee therefore, to make such reasonable changes in or to the Building and the fixtures and equipment thereof, as well as in or to the street entrances, halls, passages, concourse, elevators, escalators, stairways and other improvements thereof, as it may deem necessary or desirable.
- 29.04 Lessor may adopt any name for the Building and Lessor reserves the right to change the name or address of the Building at any time.

Article 30: RULES AND REGULATIONS

- 30.01 The Rules and Regulations attached hereto as Exhibit C are by this reference incorporated herein and made a part hereof. Lessee shall abide by and comply with, and cause its employees, agents and invitees to abide by and comply with, said Rules and Regulations and any reasonable and non-discriminatory amendments, modifications or additions thereto as may hereafter be adopted by Lessor. Lessor shall not be liable to Lessee for any violation of such Rules and Regulations by any other Lessee or third party.

Article 31: RIGHT OF LESSOR TO PERFORM

- 31.01 All covenants and agreements to be performed by Lessee under any of the terms of this Lease shall be performed by Lessee at Lessee's sole cost and expense and without any abatement of rent. If Lessee shall fail to pay any sum of money, other than rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue beyond any applicable grace period set forth in Article 22 hereof, Lessor may, but shall not be obligated so to do, and without waiving or releasing Lessee from any obligations of Lessee, make any such payment or perform any such other act on Lessee's part to be made or performed hereunder. Lessee shall, promptly and upon demand therefore by Lessor, reimburse Lessor for all sums so paid by Lessor and all necessary incidental costs, together with interest thereon at a rate equal to the lesser of the Prime Rate of interest of US Bank National Association plus two percent (2%) per annum, or the maximum rate permitted by law from the date of such payment by Lessor, and Lessor shall have the same rights and remedies in the event of the failure by Lessee to pay such amounts as Lessor would have in the event of a default by Lessee in the payment of Rent.

Article 32: NOTICES

- 32.01 All notices which Lessor or Lessee may be required, or may desire, to serve on the other may be served, by mailing the same by registered or certified mail, postage prepaid, addressed to Lessor at the address for Lessor set forth in Section 1.07 of the Basic Lease Provisions and to Lessee at the address for Lessee set forth in Section 1.08 of the Basic Lease Provisions or, from and after the Commencement Date, to Lessee at the Premises whether or not Lessee has departed from, abandoned or vacated the Premises, or

addressed to such other addresses as either Lessor or Lessee may from time to time designate to the other in writing.

Article 33: QUIET ENJOYMENT

- 33.01 Lessee, upon paying the Rent, and other charges herein provided for and observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease without hindrance or molestation of anyone lawfully claiming by, through or under Lessor, subject, however, to the matters herein set forth.

Article 34: ENVIRONMENTAL PROVISIONS

- 34.01 Lessee will not cause or permit any Hazardous Substance to be brought upon, kept or used in or about the Premises and the Building of which the Premises are a part, or the real property upon which the Building is located by Lessee, its partners, agents, employees, contractors or invitees; provided, however, that Lessee may use and store within the Premises immaterial quantities of Hazardous Substances customarily used in connection with general office uses, so long as the Lessee uses and stores the same in accordance with all applicable laws, rules and regulations. As used in this Lease the term "Hazardous Substance" or "Hazardous Substances" means any one or more substances, materials or wastes which are toxic, ignitable, reactive or corrosive, which may or could pose a hazard to the health and safety of any person or which are or become regulated by any governmental authority, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyl's, (iv) radio active or (v) otherwise defined as a hazardous substance.
- 34.02 Lessee will at all time and in all respects comply with all local, state and federal laws, ordinances, regulations and orders (collectively, "Environmental Laws") related to industrial hygiene, environmental protection or the use, storage, generation, production, treatment, discharge, remediation, removal, disposal or transportation of any Hazardous Substances, except that Lessee will have no obligation to comply with orders and the like for remediation, removal or disposal of any Hazardous Substance not brought upon or introduced to the Building or the Land.
- 34.03 In the event any Hazardous Substance is discharged, leaked or emitted onto or into the Premises, Building, real property, atmosphere, ground, sewer system or any surface or ground water in violation of any Environmental Law as a result of the acts or omissions of Lessee, its partners, agents, employees, contractors or invitees, Lessee will promptly, as its sole expense and as required by authorities having jurisdiction over the situation, perform any and all necessary investigation or monitoring of site conditions and/or containment, clean up, removal, restoration transportation and disposed as required by and in compliance with all applicable Environmental laws.
- 34.04 Unless the same is caused by Lessor's negligence or willful misconduct, Lessee will indemnify, defend (by counsel acceptable to Lessor) and hold harmless Lessor, and each of Lessor's directors, officers, employees, agents, successors and assigns from and against any claims, liabilities, damages, settlements, penalties, fines, losses, costs or expenses arising from or related to (i) the discharge, spill, release or presence in, on, to, under, from or about the Premises, Building or real property of any Hazardous Substance as a result of the acts or omissions of Lessee, (ii) Lessee's use, generation, storage, treatment, transportation, disposal, release, threatened release or discharge of any

Hazardous Substances to, in, on, under, about or from the Premises, Building, or real property, (iii) any personal injury (including wrongful death) or property damage (real or personal) arising from or related to Hazardous Substances which occurs as a result of the acts or omissions of Lessee, and (iv) Lessee's failure to comply with any Environmental Laws. This indemnification includes, without limitation and whether foreseeable or unforeseeable, any and all costs incurred due to any required remedial work or other appropriate action. For purposes of this Section, any acts or omissions of Lessee, its partners, employees, agents, assignees, contractors, or other acting for or on behalf of Lessee (whether or not such acts or omissions are negligent, intentional, willful or unlawful), will be strictly attributed to Lessee. The provisions of this Section are in addition to any other obligations and liabilities Lessee may have to Lessor at law or in equity.

- 34.05 The provisions of this Section will survive the expiration or earlier termination of the term of this Lease. The rights and remedies provided in this Section are in addition to and do not replace or limit any other rights or remedies provided to Lessor or Lessee in this Lease.

Article 35: ADA COMPLIANCE

- 35.01 To the best of Lessor's knowledge and belief, the Building is in compliance with the requirements of the Americans with Disabilities Act (ADA). The Lessee will be responsible for ADA compliance within the premises and in the event it is determined that the leased premises is determined to be not in compliance with the ADA, Lessee will at its sole cost and expense correct any deficiencies. The Lessor will be responsible for ADA compliance with respect to common areas of the Building and in the event common areas are determined to be not in compliance with the ADA, Lessor will at its sole cost and expense correct any deficiencies.

Article 36: PARKING

- 36.01 The parking areas referred to herein shall be used on a non-exclusive basis with other occupants of the Building. These aforementioned parking spaces will be provided solely for the accommodation of the Lessee, and the Lessee expressly agrees that Lessor assumes no responsibility of any kind in reference to such automobile parking areas, or the use thereof by the Lessee, its designated employees or invitees.

Article 37: BINDING EFFECT

- 37.01 Submission of the Lease for examination, even though executed by Lessee, shall not bind Lessor in any manner, and no lease or other obligation on the part of the Lessor shall arise, until this Lease is executed and delivered by Lessor to Lessee.

Article 38: INTERPRETATION

- 38.01 The words "Lessor" and Lessee," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. The headings or titles to the articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part thereof.
- 38.02 If there be more than one Lessee, the obligations hereunder imposed upon Lessee shall be

joint and several.

- 38.03 Subject to the provisions of Article 17 hereof relating to assignment and subletting, this Lease is intended to and does bind the heirs, executors, administrators, successors and assigns of any and all of the parties hereto.
- 38.04 Time is of the essence of this Lease.
- 38.05 This Lease shall be governed by and interpreted in accordance with the laws of the State of Wyoming.
- 38.06 If any term or provision of this lease, the deletion of which would not adversely affect the receipt of any material benefit by either party hereunder, shall be held invalid or unenforceable to any extent, the remainder of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 38.07 The waiver by Lessor or Lessee of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition herein contained as to any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.
- 38.08 This instrument along with any exhibits and attachments or other documents affixed hereto or referred to herein constitutes the entire and exclusive agreement between Lessor and Lessee relating to the Premises, and this Lease and said exhibits and attachments and other documents may be altered, amended or revoked only by an instrument in writing signed by the party to be charged thereby. All prior or contemporaneous oral agreements, understandings and/or practices relative to the leasing of the Premises are merged in or revoked by this agreement.
- 38.09 This Lease may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date first above written.

LESSOR: Wyoming Financial Properties, Inc.

LESSEE: Star Oil, Inc.

BY: 

BY: 

TITLE: Vice President

TITLE: President

DATE: 10-12-18

DATE: 10-12-18

EXHIBIT "B"

LEGAL DESCRIPTION

EXHIBIT "C"

1. Normal business hours are 7:30 a.m. to 5:30 p.m. Monday thru Friday and 7:30 a.m. thru 12:00 noon on Saturday except legal holidays. Occupants in need of heating, air conditioning or other building services during other than normal business hours should contact the building staff to make arrangements for such services.
2. Assigned parking spaces are for the exclusive use of the person or persons to whom such spaces are assigned or reserved. Visitor or Customer parking spaces are for the exclusive use of persons visiting or customers of the Building occupants. Unassigned or unmarked parking spaces are available on a first come, first serve basis.
3. Sidewalks, driveways, stairways, hallways, elevators or other common areas shall not be used for storage of any materials or otherwise obstructed.
4. Building occupants must refrain from activities that cause obnoxious or offensive noise or odors that disturb the quiet enjoyment of other Building occupants.
5. No signs, banners, notices, advertising materials may be posted or displayed on the outside of the building, in windows or in common areas of the building without prior consent of the Lessor.
6. Pets, including but not limited to dogs, cats, birds or other animals are not allowed in the building. Animals assisting persons with disabilities such as Seeing Eye dogs are not considered to be pets and are allowed.
7. Building occupants must refrain from activities that are illegal, violate health, safety and fire regulation, violate environmental regulations or present a danger to other persons or property in or about the Building.
8. Polling, soliciting, or peddling in the Building are prohibited without Lessors' prior approval.
9. Building occupants will not discriminate against or harass any persons or group of persons on account of race, color, creed, sex, age, handicap, religion, national origin or ancestry in or about the building.
10. Lessor reserves the right to adopt additional reasonable rules and regulations for the safe and quiet enjoyment of the Building occupants and to enforce any of the building rules and regulations including but not limited to the right to exclude or expel persons from and to remove and discard offensive materials from the building.

OFFICE SPACE LEASE

THIS LEASE, dated for reference purposes only as of 12 October, 2018 is made by and between Wyoming Financial Properties ("Lessor") and Star Oil, Inc. ("Lessee") and the parties agree as herein after set forth.

Article 1: BASIC LEASE PROVISIONS

Each entry set forth below in this Article 1 relates to a specific provision of the Lease and is referenced thereto for convenience or relates to a specific matter, which is identified below.

- | | | |
|------|----------------------------|---|
| 1.01 | Building Name and Address: | Casper Business Center
123 West 1 st ,
Casper, WY 82601 |
| 1.02 | Premises: Suite Number(s): | Suite 675 #2
USF: 161
RSF: 177 |
| 1.03 | Lease Term: | 1 year |
| 1.04 | Commencement Date: | 15 October 2018 |
| 1.05 | Basic Monthly Rent: | \$200 |
| 1.06 | Security Deposit: | \$NA |
| 1.07 | Use of Premises: | General Office |
| 1.08 | Lessor's Address: | Wyoming Financial Properties
400 East First Street, Suite 209
P.O. Box 130
Casper, Wyoming 82602 |
| 1.09 | Lessee's Address: | |
| 1.10 | Exhibits Attached: | <u>Exhibits A, B, C</u> |

OFFICE LEASE

Between

Wyoming Financial Properties, Inc.

("Lessor")

and

Specialty Counseling & Consulting LLC

("Lessee")

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OFFICE SPACE LEASE

THIS LEASE, dated for reference purposes only as of 16 May, 2020 is made by and between Wyoming Financial Properties Inc. ("Lessor") and Specialty Counseling & Consulting ("Lessee") and the parties agree as herein after set forth.

Article 1: BASIC LEASE PROVISIONS

Each entry set forth below in this Article 1 relates to a specific provision of the Lease and is referenced thereto for convenience or relates to a specific matter, which is identified below.

- | | | |
|------|----------------------------|--|
| 1.01 | Building Name and Address: | Casper Business Center
123 West 1 st
Casper, WY 82601 |
| 1.02 | Premises: Suite Number(s): | Suite: 705
USF: 3,415
RSF: 3,756 |
| 1.03 | Lease Term: | 3 year |
| 1.04 | Commencement Date: | 1 June 2020 |
| 1.05 | Basic Monthly Rent: | \$3,443.00
(1 st year: \$3130.00)
(2 nd year: 3,443.00)
(3 rd year: \$3756.00) |
| 1.06 | Security Deposit: | NA |
| 1.07 | Use of Premises: | General Office |
| 1.08 | Lessor's Address: | Wyoming Financial Properties, Inc.
400 East First Street, Suite 209
P.O. Box 130
Casper, Wyoming 82602 |
| 1.09 | Lessee's Address: | - |
| 1.10 | Exhibits Attached: | <u>Exhibits A, B, C</u>
_____ |

Article 2: PREMISES

- 2.01 Lessor hereby leases to Lessee and Lessee hereby hires from Lessor, subject to all terms and conditions of this Lease, those certain premises (the 'Premises') located in the building (the "Building"), the name and address of which are as set forth in Section 1.01 of the Basic Lease Provisions, which Premises are shown and identified as the Suite Number(s) and located on the floor(s) each as set forth in Section 1.02 of the Basic Lease Provisions and in the drawing attached hereto as Exhibit A". The Building, the land upon which the Building is located, which is described on Exhibit "B" attached hereto, and all other improvements on the land are herein collectively referred to as the "Project."

Article 3: TERM

- 3.01 Initial Term. The term of this Lease, unless sooner terminated as provided herein, shall be as set forth in Section 1.03 commencing on the "Commencement Date," which shall be the first to occur of (i) the date Lessee occupies the Premises for purposes other than construction and decorating or (ii) the date set forth in Section 1.04 of the Basic Lease Provisions. If Lessor, for any reason whatsoever, cannot deliver possession of the Premises to Lessee on or before the specified date in (ii) above, or a reasonable period of time thereafter this Lease shall not be void or voidable and the Lessor shall not be liable to Lessee for any loss or damage resulting therefrom, but in such event, Lessee shall not be liable for any rent until such time as Lessor delivers possession of the Premises to Lessee. In the event possession cannot be delivered within 90 days of the specified date in (ii) above this Lease shall be voidable by either the Lessor or the Lessee giving written notice that the lease is void.

Article 4: RENT

- 4.01 Beginning with the Commencement Date, Lessee shall pay a Basic Monthly Rent for the Premises in the amount specified in Section 1.05 of the Basic Lease Provisions payable on the first day of each month in advance, except that if the Commencement Date occurs on a day other than the first day of a month, then the Basic Monthly Rent for the fraction of the month starting with the Commencement Date shall be paid on said Commencement Date, prorated on the basis of the actual number of days of a month, and if the expiration date is on a day other than the last day of a month the Basic Monthly Rent for the month during which said expiration occurs shall be prorated on the basis of the actual number of days in said month. In addition to the Basic Monthly Rent, Lessee shall pay, as Additional Rent; other amounts as and when hereinafter provided in this Lease (including but not limited to the amounts stated in Section 5.03 and 5.04 below). The Basic Monthly Rent and Additional Rent are sometimes hereinafter collectively referred to as the Rent. The Rent shall be payable to Lessor, without further notice or demand and without deduction or offset, in lawful money of the United States of America at the address for Lessor set forth in Section 1.08 of the Basic Lease Provisions, or to such other person or at such other place as Lessor may from time to time designate in writing.

Article 5: RENT ADJUSTMENT

- 5.01 The Basic Monthly Rent shall be adjusted on the anniversary date for each year of the term to reflect increases in the costs of building operating expenses including but not limited to real estate taxes, electricity, natural gas, water, sewer, insurance premiums,

janitorial services, trash removal, snow removal, supplies and materials.

The Rent Adjustment shall be determined by multiplying the cumulative percentage increase, if any, in the Wyoming Cost of Living Index Statewide (WCLIS) for the previous 12 months times the Basic Monthly Rent for the previous year. The product shall be the monthly Rent Adjustment to be paid as Additional Rent each month. Provided, however that the Rent Adjustment shall not exceed 5% of the previous years Rent.

- 5.02 Payment of Rent. Lessee shall pay Lessor the Basic Monthly Rent and any Additional Rent, when and, as it shall become due and payable.
- 5.03 Delinquency and Penalties (Additional Rent). In addition to the Basic Monthly Rent, as provided herein, Lessee shall pay, as Additional Rent, the cost of any later charges and interest charges set forth in this Section and any insufficient fund charges for bounced checks, court costs, attorney's fees, and other costs and expenses incurred because of a Lessee default. All Basic Monthly Rent and Additional Rent which have not been paid within ten (10) days of the due date shall bear interest from the due date until paid at the rate of ten percent (10%) per annum, or the highest rate permitted by law, whichever is less (the "Default Rate") with such interest charges, as applicable, being due and payable on the first (1st) of each month throughout the Term of this Lease. In addition to the interest stated above, Lessee shall pay as Additional Rent a Late Charge in the amount of \$____, which is designed to be a service charge to cover the extra expense involved in collecting and handling delinquent payments, which Late Charge shall also be due and payable on the first (1st) of each month throughout the Term of this Lease.
- 5.04 Annual Carpet Cleaning (Additional Rent). Lessee shall be required pay, as Additional Rent, the expense of a carpet cleaning performed once a year during the Lease Term. Lessor shall generate an invoice demonstrating the actual cost associated with the carpet cleaning and provide the same to the Lessee. The payment of the carpet cleaning invoice shall be made by Lessee no later than thirty (30) days after the mailing of the invoice by Lessor.

Article 6: SECURITY DEPOSIT

- 6.01 Lessee has deposited with Lessor the sum set forth in Section 1.06 of the Basic Lease Provisions as security for the full and faithful performance of every provision of this Lease to be performed by Lessee. If Lessee defaults with respect to any provision of this Lease, including, without limitation, the provisions relating to the payment of Rent, the repair of damage to the Premises or cleaning the Premises upon termination of this Lease, Lessor may use, apply or retain all or any of this Security Deposit for the payment of any Rent or other sum in default, the repair of such damage to the Premises, the cost of such cleaning or the payment of any other amount which Lessor may spend or become obligated to spend by reason of Lessee's default or to compensate Lessor for any other expense, loss or damage which Lessor may suffer by reason of Lessee's default to the full extent permitted by law. If any portion of said deposit is so used, applied or retained, Lessee shall, within ten (10) days after written demand therefore, deposit with Lessor an amount sufficient to restore the security deposit to its original amount and Lessee's failure to do so shall be a material default and breach of this Lease. Lessor shall not be required to keep any Security Deposit separate from its general funds, and Lessee shall not be entitled to interest on any such deposit. If Lessee shall fully and faithfully perform

every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Lessee or to the last assignee of Lessee's interest hereunder at the expiration of the term of this Lease.

Article 7: UTILITIES AND SERVICES

- 7.01 Lessor shall furnish to the Premises during reasonable hours of generally recognized business days such amounts of air conditioning; heating and ventilation as may be reasonably necessary for the comfortable use and occupation of the Premises. Subject to the provisions set forth below, Lessor shall at all times furnish the Premises with elevator service and reasonable amounts of electric current for normal lighting by Lessor's building standard overhead fluorescent and incandescent fixtures and for fractional horsepower office machines and furnish the common areas of the Building with water for lavatory and drinking purposes. Lessor may impose a reasonable charge for any utilities or services, including, without limitation, electric current, required to be provided by Lessor by reason of any excessive use of any thereof or by reason of any substantial recurrent use of the Premises at any time other than reasonable hours of generally recognized business days. Lessor shall provide janitorial service equivalent to that furnished in comparable office buildings and window washing as reasonably required; provided, however, that Lessee shall pay for any additional or unusual janitorial services required by reason of any non-building standard improvements in the Premises, including without limitation wall coverings and floor coverings, installed by or for Lessee. Lessor shall replace fluorescent tubes and ballast in the Lessor's building standard overhead fluorescent fixtures as required. Lessee shall pay for replacement of all other bulbs as required. Lessor shall not be liable for any failure to furnish any of such services or utilities when such failure is caused by accident, strikes, lockouts, other labor troubles or other conditions beyond Lessor's reasonable control, including, without limitation, any governmental water, energy or other conservation program. No such failure shall entitle Lessee to any damages, relieve Lessee of the obligation to pay the full rent reserved herein or constitute or be construed as a constructive or other eviction of Lessee.
- 7.02 Lessee will not without the prior written consent of Lessor, which Lessor will not unreasonably withhold, use any apparatus or device in the Premises, including without limitation electronic data processing machines, punch card machines and machines requiring power in excess of five hundred (500) watts, which will in any way increase the amount of electricity or water usually furnished or supplied for use of the Premises as general office space; nor connect any apparatus, machine or device with water pipes or electric current (except through existing electrical outlets in the Premises), for the purpose of using electric current or water. If Lessee shall require electric current in excess of that which Lessor is obligated to furnish under Section 7.01 above, Lessor may cause an electric current meter to be installed in the Premises to measure the amount of electric current consumed for any such use. The cost of any such meter and of installation, maintenance and repair thereof shall be paid for by Lessee, and Lessee shall reimburse Lessor promptly upon demand therefore by Lessor for all such electric current consumed for any such use as shown by said meter at the rates charged for such services by the local public utility furnishing the same plus any additional expense incurred in keeping account of the electric current so consumed. If any lights, machines or equipment (including without limitation electronic data processing machines) are used by Lessee in the Premises which materially affect the temperature otherwise maintained by the air conditioning system, or generate substantially more heat in the Premises than would be generated by the building standard lights and usual fractional horsepower office

equipment, Lessor shall have the right to install any machinery and equipment which Lessor reasonably deems necessary to restore temperature balance, including without limitation modifications to the standard air conditioning equipment, and the cost thereof, including the cost of installation and any additional cost of operation and maintenance occasioned thereby, shall be paid by Lessee to Lessor upon demand by Lessor.

Article 8: USE OF PREMISES

- 8.01 Lessee shall use and occupy the Premises only for the purposes specified in Section 1.07 of the Basic Lease Provisions and shall not use or occupy the Premises for any other purpose, including without limitation any medical or dental office, clinic, laboratory or similar business, without the prior written consent of Lessor. Lessee shall not use or occupy the Premises in violation of law and shall discontinue any use of the Premises which is declared by any governmental authority to be a violation of law. Lessee, at its sole cost and expense, shall comply with any directive of any governmental authority, which shall impose any duty upon Lessee or Lessor with respect to the Premises or the use or occupation thereof, by reason of the nature of Lessee's use or occupancy of the Premises. Lessee shall not commit, or suffer to be committed, any waste, nuisance or other act which may disturb the quiet enjoyment of any other Lessee or other occupant of the Building, or any act which may increase the cost of public liability insurance for the Project or which is otherwise in contravention of insurance underwriting regulations and guidelines.
- 8.02 Lessee represents and agrees that Lessee is not a person or entity or controlled by or affiliated with a person or entity which is identified by the Office of Foreign Asset Control, Executive Order or any laws, rules or regulations including but not limited to anti terrorism, anti money laundering, anti drug trafficking, anti racketeering, or similar laws, rules or regulations with whom a person or entity in the United States of America may not conduct or transact business (prohibited person) and that no portion of the rent or other payment made to the Landlord is obtained from any illegal or prohibited activity. Notwithstanding any other remedies provided for breach or default, Landlord may immediately terminate this Lease in the event Lessee is or subsequently becomes a prohibited person or any payment is from any illegal or prohibited activity.

Article 9: ACCEPTANCE OF PREMISES

- 9.01 Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the Premises or the Building or with respect to the suitability or fitness of either for the conduct of Lessee's business or for any other purpose. The taking of possession or use of the Premises by Lessee for any purpose other than construction shall conclusively establish that the Premises and the Building were at such time in satisfactory condition and in conformity with the provisions of this Lease in all respects.

Article 10: ALTERATIONS AND EQUIPMENT

- 10.01 Lessee shall make no alterations or improvements to the Premises, other than usual decorating work, without the prior written consent of Lessor, which will not be unreasonably withheld and Lessor may impose as a condition to such consent such requirements as to the manner in which or the time or times at which such work shall be

done and Lessor shall have the right to approve the contractor selected by Lessee to perform such work. All such alterations, additions or improvements shall become the property of Lessor and shall be surrendered with the Premises, as a part thereof, at the end of the term of this Lease.

Article 11: LIENS

- 11.01 Lessor shall keep the Premises and the Building free from any mechanics' liens that affect Lessee's interest in the Premises or Building arising out of any work performed, materials furnished or obligations incurred by or on behalf of the Lessor. Lessor shall indemnify and hold harmless the Lessee from and against any such lien or claim or action thereof and reimburse Lessee promptly on demand therefore by Lessee for costs of suit and reasonable attorney's fees incurred by Lessee in connection with any such claim or action.

Lessee shall keep the Premises and the Building free from any mechanics liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Lessee. Lessee shall indemnify and hold harmless Lessor from and against any such lien or claim or action thereof and reimburse Lessor promptly upon demand therefore by Lessor for costs of suit and reasonable attorney's fees incurred by Lessor in connection with any such claim or actions.

Article 12: TAX ON LESSEE'S PROPERTY

- 12.01 Lessee shall be liable for, and shall pay when due and before any delinquency, all taxes levied against any personal property or trade fixtures placed by Lessee in or about the Premises. If any such taxes on Lessee's personal property or trade fixtures are levied against Lessor or Lessor's property, or if the assessed value of Lessor's property is increased by the inclusion therein of a value placed upon such personal property or trade fixtures of Lessee and if Lessor, pays the taxes based upon such increased assessment (which Lessor shall have the right to do regardless of the validity of such levy), Lessee shall pay to Lessor the taxes so levied against Lessor or the proportion of such taxes resulting from such increase in the assessment; provided, however, that upon payment to Lessor, Lessee shall have the right, in the name of Lessor and with Lessor's full cooperation but at no cost to Lessor, to bring suit in any court of competent jurisdiction to recover the amount of any such tax so paid, and any amount so recovered shall belong to Lessee.

Article 13: MAINTENANCE AND REPAIR

- 13.01 Subject to the provisions of Section 13.02 hereof, Lessee shall keep in good condition and repair the Premises and the fixtures therein and, subject to the provisions of Article 16 hereof, reimburse Lessor for all repairs thereto or to the Building which are made necessary as a result of any misuse or neglect by (i) Lessee or any of its officers, agents, employees, contractors or licensees, or (ii) any visitors, guests or invitees of Lessee while in the Premises.
- 13.02 Subject to the provisions of Section 7.01 and Article 19 hereof, Lessor shall maintain in good condition and repair the Building structure and public areas and the plumbing, air conditioning and electrical systems serving the Premises. Lessor shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need for such repairs or

maintenance is given to the Lessor by Lessee. Except as provided in Article 19 hereof, there shall be no abatement of rent and no liability of Lessor by reason of any injury to or interference with Lessee's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building, including the Premises, or in or to the fixtures, appurtenances and equipment therein; provided, however, that in making such repairs, alterations or improvements, Lessor shall interfere as little as reasonably practicable with the conduct of Lessee's business in the Premises.

Article 14: ENTRY AND INSPECTION

- 14.01 Lessee will permit Lessor and its agents at all reasonable times during normal business hours and at any time in case of emergency, in such manner as to cause as little disturbance to Lessees as reasonably practicable, (i) to enter into and upon the Premises for the purpose of inspecting the same, or for the purpose of protecting the interest therein of Lessor, or to post notices of non-responsibility, and (ii) to take all required materials and equipment into the Premises, and perform all required work therein, including the erection of scaffolding, props, or other mechanical devices for the purpose of making alterations, repairs or additions to the Premises or to any other portion of the Building or maintaining any service provided by Lessor to Lessee, hereunder, including window cleaning and janitorial service, without any rebate of rent to Lessee for any loss of occupancy or quiet enjoyment of the Premises, or damage, injury or inconvenience thereby occasioned. Lessee shall also permit Lessor and its agents, upon request, to enter or pass through the Premises or any part thereof, at reasonable times during normal business hours to show the Premises to the fee owners, lessors of superior leases, holders of encumbrances on the interest of Lessor, or prospective purchasers, mortgagees, lessors or lessees of the Building or a portion thereof. Lessor shall also have the right to enter or pass through the Premises, or any part thereof, at such times as such entry shall be required by circumstances of emergency affecting the Premises or any other portion of the Building. If during the term hereof Lessee shall have removed substantially all of Lessee's property and personnel from the Premises, Lessor may enter the Premises and repair, alter and redecorate the same, without abatement of rent and without liability to Lessee, and such acts shall have no effect on this lease.

Article 15: HOLD HARMLESS AND NON-LIABILITY

- 15.01 Lessee shall indemnify and hold harmless Lessor, its agents, and any and all affiliates of Lessor, including, without limitation, any corporations or other entities controlling, controlled by or under common control with Lessor, from and against any and all claims arising from injury to persons, loss of life or damage to property occurring in or about the Premises and from and against any and all costs, expenses and liabilities (including, without limitation, reasonable attorneys' fees) incurred by Lessor or said affiliates in or in connection with any such claim or any proceeding based thereon, to the extent such injury, loss of life or damage arises out of the negligence or willful act or failure to act of (i) Lessee, or any of its officers, employees, agents, contractors, or licensees or (ii) any visitors, guests or invitees or Lessee while in the Premises.
- 15.02 Lessee shall maintain in effect public liability and property damage insurance, naming Lessor as an additional insured, with a combined single limit of liability of not less than \$1,000,000. All such policies of insurance shall be evidenced by certificates delivered to Lessor shall name the Lessor as an additional insured and shall provide that the same cannot be canceled upon less than thirty (30) days written notice to Lessor.

- 15.03 Lessor shall indemnify and hold harmless Lessee from and against any and all claims arising from injury to persons, loss of life or damage to property occurring in or about the Premises and any and all costs, expenses and liabilities incurred by Lessee in or in connection with any such claim or any proceeding based thereon, to the extent such injury, loss of life or damage arises out of the negligence or willful act or failure to act of Lessor, or any of its officers, employees, servants, agents, contractors, or licensees; provided, however, that in no event shall Lessor be liable to Lessee for any damage to the Premises or for any loss, damage or injury to any property of Lessee therein or thereon occasioned by bursting, rupture, leakage or overflow of any plumbing or other pipes (including, without limitation, water, steam and/or refrigerant lines), sprinklers, tanks, drains, drinking fountains or washstands, or other similar cause in, above, upon or about the Premises or the Building.

Article 16: WAIVER OF SUBROGATION

- 16.01 Lessor and Lessee release each other, and their respective representatives, from any claims for damage to the Premises and the Building (including loss of income), and to the fixtures, personal property, improvements and alterations of either Lessor or Lessee in or on the Premises and the Building that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause their respective insurance policies to provide that the insurance company waives all rights of recovery by way of subrogation against either party or their representatives in connection with any damage covered by such policy. Neither party nor its representatives shall be liable to the other for any damage caused by fire or any other risks commonly included in any property insurance policy which is carried under the terms of this Lease or which a party to this Lease covenants to carry. If any such insurance policy with a waiver of subrogation provision cannot be obtained without payment of an additional premium charge above that charged by the insurance company issuing such policy without a waiver of subrogation provision, Lessee shall pay such additional premium to the insurance carrier issuing any such policies Lessee covenants to carry under this Lease.

Article 17: ASSIGNMENT AND SUBLETTING

- 17.01 Lessee shall not either voluntarily or by operation of law assign, encumber, pledge or otherwise transfer or hypothecate all or any part of Lessee's leasehold estate hereunder, or permit the Premises to be occupied by anyone other than Lessee or Lessee's employees or sublet the Premises or any portion thereof without Lessor's prior written consent in each instance, which shall not be unreasonably withheld.

No collection or acceptance of rent by Lessor from any person other than Lessee shall be deemed a waiver of any provision of this Article 17 or the acceptance of any assignee or sublessee as the Lessee hereunder, or a release of Lessee from any obligation under this Lease, whether theretofore or thereafter accruing.

- 17.02 If Lessee desires at any time to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify Lessor of its desire to do so and shall submit in writing to Lessor (a) the name of the proposed sublessee or assignee; (b) the nature of the proposed sublessee's or assignee's business to be carried on in the Premises; (c) the terms and

provisions of the proposed sublease or assignment and a copy of the proposed sublease or assignment; and (d) such financial information as Lessor may reasonably request concerning the proposed sublessee or assignee.

17.03 Within thirty (30) days after receipt by Lessor of the information specified in Section 17.02 hereof, Lessor may, at its sole discretion, by providing written notice to Lessee of Lessor's election:

- (a) consent to the requested assignment or sublease (such consent being subject in all circumstances to the provisions of Section 17.04, whether or not so expressly stated in the notice to Lessee setting forth such consent); or
- (b) withhold consent to the requested transfer, provided that consent will not be unreasonably withheld.

Lessor's consent to a proposed assignment or sublease shall be deemed given if, and only if, Lessee shall actually receive written notice from Lessor expressly setting forth Lessor's consent to the specific assignment or sublease. If for any reason Lessor fails to give Lessee written notice of Lessor's election as authorized by this Section 17.03 within the said thirty (30) day period, it shall be deemed that Lessor has elected to withhold consent to the proposed assignment or sublease.

17.04 Any consent of Lessor to any assignment or sublease shall be expressly conditioned upon, and any assignment or sublease shall be subject to, the following:

(a) Lessee completing the negotiations for a valid and bona fide assignment or sublease to the assignee or sublessee identified in the notice referred to in Section 17.02 within sixty (60) days after the date of Lessor's consent and such assignment or sublease being in accordance with all the terms and provisions contained in Lessee's notice sent pursuant to Section 17.02. If for any reason this condition fails, any consent given by Lessor shall be deemed of no force and effect and Lessee shall be required to again comply with all conditions of this Article 17 as if no consent had been given.

(b) Lessee delivering to Lessor, prior to the earlier of the date the assignment or sublease occurs or the date the assignee or sublessee takes possession of the Premises or any part thereof, executed originals of the assignment or sublease and any other agreement entered into in connection with such assignment or sublease. If an assignment, the form of assignment shall expressly state that the assignee assumes all of Lessee's obligations under this Lease. If a sublease, the sublease shall expressly state that it is subject to the provisions of this Lease, that it does not extend beyond the end of the Lease Term and that sublessee's right to transfer its interest in the sublease is subject to Lessor's rights under this Article 17.

(c) Lessee paying to Lessor as Additional Rent under this Lease, without affecting or reducing any other obligation of Lessee under this Lease, all rentals, whether so denominated or not under the assignment or sublease, which exceed in the aggregate the sums Lessee is to pay under this Lease. All sums due Lessor pursuant to this Section 17.04 (c) shall, be prorated if the assignment sublease

covers less than all of the Premises according to the ratio with the portion of the Premises subleased bears to the total Premises.

- 17.05 No consent by Lessor to any assignment or subletting shall relieve Lessee of any obligation to be performed by Lessee under this Lease, whether accruing before or after such assignment or subletting. The consent by Lessor to any assignment or subletting shall not relieve Lessee from the obligation to obtain Lessor's express written consent to any other assignment or subletting. Any assignment or subletting which is not in compliance with this Article 17 shall be void and, at the option of Lessor, shall constitute a material default by Lessee under this Lease.
- 17.06 Each assignee or sublessee, other than Lessor, shall assume all obligations of Lessee under this Lease and shall be and remain liable jointly and severally with Lessee for the payment of the rent, and for the due performance of all the terms, covenants, conditions and agreements herein contained on Lessee's part to be performed for the term of this Lease; provided, however, that the assignee or sublessee shall be liable to Lessor for rent only in the amount set forth in the assignment or sublease. No assignment shall be binding on Lessor unless such assignee or Lessee shall deliver to Lessor a counter part of such assignment and instrument which contains a covenant of assumption by the assignee satisfactory in substance and form to Lessor, consistent with the requirements of this Section 17.07, but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge this assignee from its liability as set forth above.

Article 18: TRANSFER OF LESSOR'S INTEREST

- 18.01 In the event of any transfer or transfers of Lessor's interests in the Premises or the Project, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Lessor accruing from and after the date of such transfer.

Article 19: DAMAGE OR DESTRUCTION

- 19.01 If the Premises are damaged by any casualty, the damage (exclusive of any property of Lessee or improvements installed by Lessee and located therein) shall be repaired by and at the expense of Lessor, provided such repairs can, in Lessor's opinion, be made within ninety (90) days after notice to Lessor of the occurrence of such damage without the payment of overtime or other premiums. Until such repairs are completed, the rent shall be abated in proportion to the part of the Premises which is unusable by Lessee in the conduct of its business; provided, however, that no rent shall be abated by reason of any portion of the Premises being unusable for a period of five (5) days or less.
- 19.02 If such repairs cannot, in Lessor's opinion, be made within such ninety (90) day period, Lessor may, at its option, make them within a reasonable time, and in such event this Lease shall continue in effect and the rent shall be abated in the manner and to the extent provided above. Lessor's election to make such repairs must be evidenced by written notice to Lessee within thirty (30) days after notice to Lessor of the occurrence of the damage advising Lessee whether or not Lessor will make such repairs and the estimated time for completing the same. If Lessor does not so elect to make such repairs, which cannot be made within such ninety (90) day period, then either party may by written notice to the other, cancel this Lease effective as of the date of such notice.

- 19.03 In case of any damage which Lessor is required or undertakes to repair as provided herein, Lessee may terminate this Lease by notice to Lessor at any time prior to completion of the required repairs if Lessor has not restored and rebuilt the Premises (exclusive of any property of Lessee or improvements installed by Lessee located therein) to substantially the same condition as existed immediately prior to such damage within ninety (90) days after notice to Lessor of the occurrence of such damage, plus such additional period thereafter (not exceeding ninety (90) days) as shall equal the aggregate period Lessor may have been delayed in doing so by acts of God, adjustment of insurance, labor trouble, governmental controls, unavailability of materials, or any other cause beyond Lessor's reasonable control.
- 19.04 No damage, compensation or claim shall be payable by Lessor for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or other portion of the Building, and Lessor shall use its best efforts to effect such repair or restoration promptly and in such manner as to not unreasonably interfere with Lessee's use and occupancy of the Premises.
- 19.05 Lessor shall not be required to carry insurance of any kind on Lessee's property and, except by reason of the breach by Lessor of any of its obligations hereunder (subject to the provisions of Article 16 hereof), shall not be obligated to repair any damage thereto or replace the same.
- 19.06 A total destruction of the Building shall automatically terminate this Lease.

Article 20: EMINENT DOMAIN

- 20.01 If the whole of the Premises or so much thereof as to render the balance unusable by Lessee shall be taken under power of eminent domain, this Lease shall automatically terminate as of the date of such condemnation, or as of the date possession is taken by the condemning authority, whichever is earlier. No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation, together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Lessor any interest in or to require Lessee to assign to Lessor any award made to Lessee for its relocation expenses, the taking of personal property and fixtures belonging to Lessee, the interruption of or damage to Lessee's business or for Lessee's unamortized cost of Leasehold improvements.
- 20.02 In the event of a partial taking, which does not result in a termination of this Lease, rent shall be abated in proportion to that part of the Premises so made unusable to Lessee.
- 20.03 No temporary taking of the Premises or of Lessee's rights therein or under this Lease shall terminate this Lease or give Lessee any right to any abatement or rent hereunder; any award made to Lessee by reason of any such temporary taking shall belong entirely to Lessee, and Lessor shall not be entitled to share therein.

Article 21: RELOCATION

- 21.01 Lessor shall have the right, at its option, upon at least thirty (30) days' written notice to relocate Lessee and to substitute for the Premises other space in the Building containing at least as much rentable area as the original Premises. Such substituted Premises shall be improved by Lessor at its expense, with decorations and improvements at least equal

in quantity and quality to those in the original Premises. Lessor shall pay the expenses reasonably incurred by Lessee in connection with such substitution of Premises, including but not limited to costs of moving, door lettering, telephone relocation and reasonable quantities of new stationery.

Article 22: DEFAULTS AND REMEDIES

22.01 The occurrence of any one or more of the following shall constitute a default by Lessee:

(i) The failure by Lessee to pay the rent or make any other payment required to be made by Lessee hereunder as and when due where such failure continues for fifteen (15) days after written notice thereof by Lessor to Lessee;

(ii) The abandonment or vacation of the Premises by Lessee while rent remains unpaid;

(iii) The failure by Lessee to observe or perform any other provision of this Lease to be observed or performed by Lessee where such failure continues for sixty (60) days after written notice thereof by Lessor to Lessee; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such sixty (60) day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion;

(iv) The making by Lessee of any general assignment for the benefit of creditors; the filing by or against Lessee of a petition to have Lessee adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease where possession is not restored to Lessee within sixty (60) days; or the attachment, execution or other judicial or governmental seizure of all or substantially all of Lessee's interest in this Lease, where such seizure is not discharged within sixty (60) days.

22.02 Upon the occurrence of any default as specified in Section 22.01 hereof, Lessor, in addition to and not in lieu of any other remedy available to Lessor at law or in equity, shall have the option to pursue any one or more of the following remedies without any notice or demand;

(i) Terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor, and if Lessee fails to surrender the Premises, Lessor may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the Premises without being liable for prosecution of any claim for damages. Lessee agrees to pay on demand the amount of all loss and damage which Lessor may suffer by reason of the termination of this Lease under this subparagraph, whether through inability to relet the Premises on satisfactory terms or otherwise provided that such loss or damage, excluding physical damage caused by the Lessee to the premises, shall not exceed in amount the total rent due for the remainder of the lease term.

(ii) Enter upon and take possession of the Premises and lock out, expel or remove

Lessee and any other person who may be occupying all or any part of the Premises without being liable for any claim for damages, and relet the Premises on behalf of Lessee and receive directly the rent by reason of the reletting. Lessee agrees to pay Lessor on demand any deficiency that may arise by reason of any reletting of the Premises; further, Lessee agrees to reimburse Lessor for any expenditures made by it for repair up to the amount needed to bring premises up to condition of premises at beginning of lease, or repair in order to relet the Premises excluding normal wear and tear.

(iii) Enter upon the Premises without being liable for prosecution of any claim for damages, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease; further, Lessee agrees that Lessor shall not be liable for any damages resulting from effecting compliance with Lessee's obligations under this subparagraph. In addition to the foregoing provisions of this Section 22.02, in the event a receiver or conservator is appointed to take possession of the assets of Lessee and such receiver or conservator, pursuant to its rights under law, rejects this Lease, at Lessor's option and in addition to any other rights Lessor may have, there shall be due and owing Lessor, as liquidated damages, the lesser of (3) three months rent under this Lease or (ii) rent under this Lease for the period equal to one-half of the remaining term of this Lease from the date on which the receiver surrenders the Premises to Lessor. The term "rent" as used herein shall be deemed to be and to mean the Basic Rent and all other sums required to be paid by Lessee pursuant to the terms of this Lease. All such sums, other than the Basic Rent, shall be computed on the basis of the average monthly amount thereof accruing during the 24-month period immediately prior to the appointment of such receiver or conservator, except that if it becomes necessary to compute such rental before such 24-month period has occurred, then on the basis of the average monthly amount during such shorter period.

- 22.03 If Lessor terminates this Lease by reason of any such default, Lessor shall also have the right to re-enter the Premises and remove all persons and property from the Premises.
- 22.04 If Lessor does not elect to terminate this Lease on account of any such default as provided in Section 22.02 hereof, Lessor may from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.
- 22.05 If Lessee fails to make any payment of rent or other amount required to be made by Lessee hereunder as and when due, then, and after five (5) days written notice and in addition to any other amounts recoverable by Lessor hereunder, Lessee shall pay Lessor a late charge in an amount equal to the greater of (i) Five Percent (5%) of the amount past due, or (ii) Fifty Dollars (\$50.00) for each billing or additional billing on account of the past due amount, for the purpose of defraying the administrative costs and expenses incident to handling any delinquent payment hereunder, and the cost to Lessor of borrowed funds. Such late charge represents a fair and reasonable estimate by Lessor and Lessee of the fair average compensation for the loss that may be sustained by Lessor due to the failure of Lessee to make timely payments and the cost of borrowed funds, the parties hereto recognizing that the exact amount of such extra costs and expenses is impossible or extremely impracticable to ascertain. Such late charge shall be due and payable on demand and the acceptance thereof by Lessor shall in no event constitute a waiver of Lessee's default with respect to any such overdue amount, nor prevent Lessor

from exercising any of the other rights and remedies contained herein.

Article 23: SURRENDER OF PREMISES; REMOVAL OF PROPERTY

- 23.01 The voluntary or other surrender of this Lease by Lessee, or a mutual termination thereof, shall not work a merger, and shall at the option of Lessor, operate as an assignment to it of any or all subleases or subtenancies affecting the Premises.
- 23.02 Upon the expiration of the term of this Lease, or upon any earlier termination of this Lease, Lessee shall quit and surrender possession of the Premises to Lessor in as good order and condition as the same are now or hereafter may be improved by Lessor or Lessee, reasonable wear and tear and repairs which are Lessor's obligation excepted, and shall, without expense to Lessor, remove or cause to be removed from the Premises all debris and rubbish, all furniture, equipment, business and trade fixtures, free-standing cabinet work, movable partitions and other articles of personal property, and all similar articles of any other persons claiming under Lessee unless Lessor exercises its option to have any subleases or subtenancies assigned to it, and Lessee shall repair all damage to the Premises resulting from such removal.
- 23.03 Whenever Lessor shall re-enter the Premises as provided in Article 22 hereof, or as otherwise provided in this Lease, any property of Lessee not removed by Lessee upon the expiration of the term of this Lease, as provided in this Lease, shall be considered abandoned and Lessor may remove any or all of such items and dispose of the same in any manner or including but not limited to storage at the expense and risk of Lessee, sale of any or all of such property at public or private sale, in such manner and at such times and places as Lessor, in its sole discretion, may deem proper, without notice to or demand upon Lessee giving away, throwing away or otherwise removing, destroying or disposing of such property in any manner determined by the Lessor in its sole discretion without notice demand or accounting to the Lessee.
- 23.04 All fixtures, equipment, alterations, additions, improvements or appurtenances attached to or built into the Premises prior to or during the term hereof, whether by Lessor at its expense or at the expense of Lessee or both, shall be or remain part of the Premises and shall not be removed by Lessee at the end of the term hereof unless otherwise expressly provided for in this Lease or unless such removal is required by Lessor. Such fixtures, equipment, alterations, additions, improvements or appurtenances shall include, without limitation, floor coverings, drapes, paneling, molding, doors, vaults, plumbing systems, electrical systems, lighting systems, silencing equipment, all fixtures, wiring and outlets for the systems mentioned above and for all telephone, radio, computer and television purposes, and any special flooring or ceiling installations. Lessee may remove all of Lessee's personal property, including fixtures, furniture business or office machines and communication equipment provided that, the Lessee shall pay for the removal including any cost of removal or repair of damage caused by removal.

Article 24: WAIVER OF DAMAGES FOR REENTRY

- 24.01 Lessee hereby waives all claims for damages that may be caused by Lessor's reentering and taking possession of the Premises or removing, disposing of or storing the property of Lessee, and Lessee shall indemnify and hold harmless Lessor therefrom, and no such reentry shall be considered or construed to be a forcible entry.

Article 25: COSTS OF SUIT

- 25.01 If Lessee or Lessor shall bring any action for any relief against the other, declaratory or otherwise, arising out of or under this Lease, including any suit by Lessor for the recovery of rent or possession of the Premises, the losing party shall pay the successful party the costs of such suit and a reasonable sum for attorney's fees and such attorney's fees shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.
- 25.02 Should Lessor, without fault on Lessor's part, be made party to any litigation instituted by Lessee or by any third party against Lessee, or by or against any person holding under or using the Premises by license of Lessee, or for the foreclosure of any lien for labor or material furnished to or for Lessee or any such person or otherwise arising out of or resulting from any action or transaction of Lessee or of any such other person, Lessee shall indemnify and hold harmless Lessor from and against any judgment rendered against Lessor or the Premises or any part thereof, and all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in or in connection with such litigation.

Article 26: HOLDING OVER

- 26.01 If Lessee holds over after the term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case Basic Monthly Rent shall be payable at the rate of one hundred ten percent (110%) of the rent specified in Article 4 hereof, and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein. Nothing contained in this Article 26 shall be construed as consent by Lessor to any holding over by Lessee,

Article 27: SUBORDINATION

- 27.01 This Lease is and at all times shall be subject and subordinate to any ground or underlying leases, mortgages, trust deeds or like encumbrances, which may now or hereafter affect the real property of which the Premises are a part, and to all renewals, modifications, consolidations, replacements and extensions of any such lease, mortgage, trust deed or like encumbrance. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee or beneficiary, affecting any lease or the real property of which the Premises are a part. In confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may request. The subordination of this Lease to any such lease, mortgage, trust deed or like encumbrance shall, however, be subject to the following:
- (i) In the event of the sale of the Building upon foreclosure or upon the exercise of a power of sale, or by transfer in lieu of foreclosure or such exercise, Lessee will upon written request attorn to the purchaser and recognize the purchaser or transferee as the Lessor under this Lease.
- (ii) Notwithstanding such subordination, Lessee's right to quiet possession of Premises shall not be disturbed so long as Lessee shall pay the rent and observe and perform all of the provisions of this Lease to be observed and performed by Lessee unless this Lease is terminated pursuant to specific provisions relating thereto contained herein.

Article 28: ESTOPPEL CERTIFICATES

- 28.01 Lessee shall at any time and from time to time upon not less than thirty (30) days' prior notice by Lessor, execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Basic Rent, additional rent and other charges have been paid in advance, if any, and stating whether or not to the best knowledge of Lessee, Lessor is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which Lessee may have knowledge. Any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the fee of the Building or any mortgagee, ground lessor or other like encumbrancer thereof or any assignee of any such encumbrancer upon the Building.

Article 29: ACCESS, CHANGES IN BUILDING FACILITIES; NAME

- 29.01 All portions of the Building except the inside surfaces of all walls, windows and doors bounding the Premises (including exterior building walls, core corridor space in or adjacent to the Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts electric or other utilities, sinks or other building facilities), and the use thereof, as well as access thereto through the Premises for the purpose of operation, maintenance, decoration and repair, are reserved to Lessor.
- 29.02 Lessee shall permit Lessor to install, use and maintain pipes, ducts and conduits within the demising walls, bearing columns and ceilings of the Premises.
- 29.03 Lessor reserves the right, at any time, without incurring any liability to Lessee therefore, to make such reasonable changes in or to the Building and the fixtures and equipment thereof, as well as in or to the street entrances, halls, passages, concourse, elevators, escalators, stairways and other improvements thereof, as it may deem necessary or desirable.
- 29.04 Lessor may adopt any name for the Building and Lessor reserves the right to change the name or address of the Building at any time.

Article 30: RULES AND REGULATIONS

- 30.01 The Rules and Regulations attached hereto as Exhibit C are by this reference incorporated herein and made a part hereof. Lessee shall abide by and comply with, and cause its employees, agents and invitees to abide by and comply with, said Rules and Regulations and any reasonable and non-discriminatory amendments, modifications or additions thereto as may hereafter be adopted by Lessor. Lessor shall not be liable to Lessee for any violation of such Rules and Regulations by any other Lessee or third party.

Article 31: RIGHT OF LESSOR TO PERFORM

- 31.01 All covenants and agreements to be performed by Lessee under any of the terms of this Lease shall be performed by Lessee at Lessee's sole cost and expense and without any abatement of rent. If Lessee shall fail to pay any sum of money, other than rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue beyond any applicable grace period set forth in

Article 22 hereof, Lessor may, but shall not be obligated so to do, and without waiving or releasing Lessee from any obligations of Lessee, make any such payment or perform any such other act on Lessee's part to be made or performed hereunder. Lessee shall, promptly and upon demand therefore by Lessor, reimburse Lessor for all sums so paid by Lessor and all necessary incidental costs, together with interest thereon at a rate equal to the lesser of the Prime Rate of interest of US Bank National Association plus two percent (2%) per annum, or the maximum rate permitted by law from the date of such payment by Lessor, and Lessor shall have the same rights and remedies in the event of the failure by Lessee to pay such amounts as Lessor would have in the event of a default by Lessee in the payment of Rent.

Article 32: NOTICES

- 32.01 All notices which Lessor or Lessee may be required, or may desire, to serve on the other may be served, by mailing the same by registered or certified mail, postage prepaid, addressed to Lessor at the address for Lessor set forth in Section 1.07 of the Basic Lease Provisions and to Lessee at the address for Lessee set forth in Section 1.08 of the Basic Lease Provisions or, from and after the Commencement Date, to Lessee at the Premises whether or not Lessee has departed from, abandoned or vacated the Premises, or addressed to such other addresses as either Lessor or Lessee may from time to time designate to the other in writing.

Article 33: QUIET ENJOYMENT

- 33.01 Lessee, upon paying the Rent, and other charges herein provided for and observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease without hindrance or molestation of anyone lawfully claiming by, through or under Lessor, subject, however, to the matters herein set forth.

Article 34: ENVIRONMENTAL PROVISIONS

- 34.01 Lessee will not cause or permit any Hazardous Substance to be brought upon, kept or used in or about the Premises and the Building of which the Premises are a part, or the real property upon which the Building is located by Lessee, its partners, agents, employees, contractors or invitees; provided, however, that Lessee may use and store within the Premises immaterial quantities of Hazardous Substances customarily used in connection with general office uses, so long as the Lessee uses and stores the same in accordance with all applicable laws, rules and regulations. As used in this Lease the term "Hazardous Substance" or "Hazardous Substances" means any one more substances, materials or wastes which are toxic, ignitable, reactive or corrosive, which may or could pose a hazard to the health and safety of any person or which are or become regulated by any governmental authority, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyl's, (iv) radio active or (v) otherwise defined as a hazardous substance.
- 34.02 Lessee will at all time and in all respects comply with all local, state and federal laws, ordinances, regulations and orders (collectively, "Environmental Laws") related to industrial hygiene, environmental protection or the use, storage, generation, production, treatment, discharge, remediation, removal, disposal or transportation of any Hazardous Substances, except that Lessee will have no obligation to comply with orders and the like for remediation, removal or disposal of any Hazardous Substance not brought upon or introduced to the Building or the Land.

- 34.03 In the event any Hazardous Substance is discharged, leaked or emitted onto or into the Premises, Building, real property, atmosphere, ground, sewer system or any surface or ground water in violation of any Environmental Law as a result of the acts or omissions of Lessee, its partners, agents, employees, contractors or invitees, Lessee will promptly, as its sole expense and as required by authorities having jurisdiction over the situation, perform any and all necessary investigation or monitoring of site conditions and/or containment, clean up, removal, restoration transportation and disposed as required by and in compliance with all applicable Environmental laws.
- 34.04 Unless the same is caused by Lessor's negligence or willful misconduct, Lessee will indemnify, defend (by counsel acceptable to Lessor) and hold harmless Lessor, and each of Lessor's directors, officers, employees, agents, successors and assigns from and against any claims, liabilities, damages, settlements, penalties, fines, losses, costs or expenses arising from or related to (i) the discharge, spill, release or presence in, on, to, under, from or about the Premises, Building or real property of any Hazardous Substance as a result of the acts or omissions of Lessee, (ii) Lessee's use, generation, storage, treatment, transportation, disposal, release, threatened release or discharge of any Hazardous Substances to, in, on, under, about or from the Premises, Building, or real property, (iii) any personal injury (including wrongful death) or property damage (real or personal) arising from or related to Hazardous Substances which occurs as a result of the acts or omissions of Lessee, and (iv) Lessee's failure to comply with any Environmental Laws. This indemnification includes, without limitation and whether foreseeable or unforeseeable, any and all costs incurred due to any required remedial work or other appropriate action. For purposes of this Section, any acts or omissions of Lessee, its partners, employees, agents, assignees, contractors, or other acting for or on behalf of Lessee (whether or not such acts or omissions are negligent, intentional, willful or unlawful), will be strictly attributed to Lessee. The provisions of this Section are in addition to any other obligations and liabilities Lessee may have to Lessor at law or in equity.
- 34.05 The provisions of this Section will survive the expiration or earlier termination of the term of this Lease. The rights and remedies provided in this Section are in addition to and do not replace or limit any other rights or remedies provided to Lessor or Lessee in this Lease.

Article 35: ADA COMPLIANCE

- 35.01 To the best of Lessor's knowledge and belief, the Building is in compliance with the requirements of the Americans with Disabilities Act (ADA). The Lessee will be responsible for ADA compliance within the premises and in the event it is determined that the leased premises is determined to be not in compliance with the ADA, Lessee will at its sole cost and expense correct any deficiencies. The Lessor will be responsible for ADA compliance with respect to common areas of the Building and in the event common areas are determined to be not in compliance with the ADA, Lessor will at its sole cost and expense correct any deficiencies.

Article 36: PARKING

- 36.01 The parking areas referred to herein shall be used on a non-exclusive basis with other occupants of the Building. These aforementioned parking spaces will be provided solely

for the accommodation of the Lessee, and the Lessee expressly agrees that Lessor assumes no responsibility of any kind in reference to such automobile parking areas, or the use thereof by the Lessee, its designated employees or invitees.

Article 37: BINDING EFFECT

- 37.01 Submission of the Lease for examination, even though executed by Lessee, shall not bind Lessor in any manner, and no lease or other obligation on the part of the Lessor shall arise, until this Lease is executed and delivered by Lessor to Lessee.

Article 38: INTERPRETATION

- 38.01 The words "Lessor" and Lessee," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. The headings or titles to the articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part thereof.
- 38.02 If there be more than one Lessee, the obligations hereunder imposed upon Lessee shall be joint and several.
- 38.03 Subject to the provisions of Article 17 hereof relating to assignment and subletting, this Lease is intended to and does bind the heirs, executors, administrators, successors and assigns of any and all of the parties hereto.
- 38.04 Time is of the essence of this Lease.
- 38.05 This Lease shall be governed by and interpreted in accordance with the laws of the State of Wyoming.
- 38.06 If any term or provision of this lease, the deletion of which would not adversely affect the receipt of any material benefit by either party hereunder, shall be held invalid or unenforceable to any extent, the remainder of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 38.07 The waiver by Lessor or Lessee of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition herein contained as to any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.
- 38.08 This instrument along with any exhibits and attachments or other documents affixed hereto or referred to herein constitutes the entire and exclusive agreement between Lessor and Lessee relating to the Premises, and this Lease and said exhibits and attachments and other documents may be altered, amended or revoked only by an instrument in writing signed by the party to be charged thereby. All prior or contemporaneous oral agreements, understandings and/or practices relative to the leasing of the Premises are merged in or revoked by this agreement.

38.09 This Lease may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date first above written.

LESSOR: Wyoming Financial Properties, Inc. LESSEE: Specialty Counseling & Consulting LLC

BY: [Signature]

BY: [Signature]

TITLE: Vice President

TITLE: OWNER/OPERATOR

DATE: 5-16-20

DATE: 5-16-20

EXHIBIT "B"

LEGAL DESCRIPTION

#1
CBC - 710 Full

7th Floor



100-110 West 1st Street, Columbus, Ohio 43201



Mike Steele
 msteele@werco.com
 3072623220

Statistics

Area: 3415 sq ft
 1 Floor
 10 Offices
 1 Conf. room

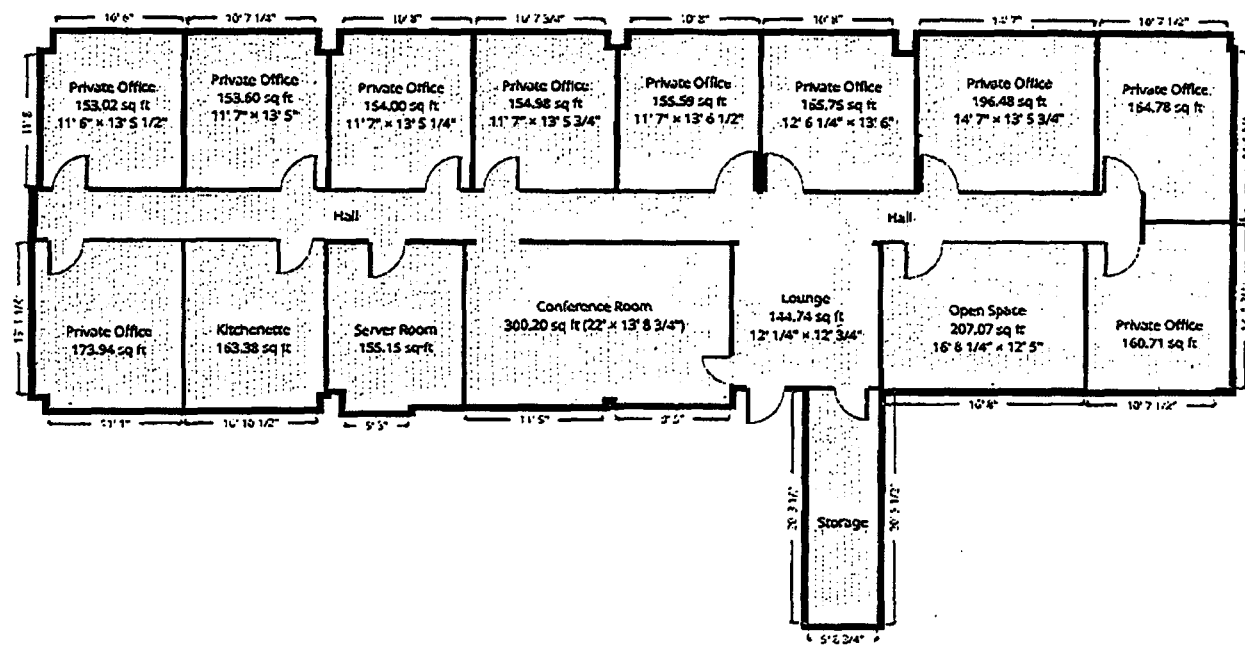


Exhibit (A)



Exhibit 6

Colocation Agreements

Exhibit 6 is not referenced in the body of the document. The colocation agreements are referenced for background purposes only. The agreements contain **confidential proprietary information** and shall not be disclosed or released to anyone other than designees of the Parties who need to know. The colocation agreements shall be stored in the vault at the City or in a secured location in Laserfiche.

RESOLUTION 22-57

A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT WITH WYOMING FINANCIAL PROPERTIES, INC., IN THE AMOUNT OF \$8,000,000, FOR THE PURCHASE OF THE CASPER BUSINESS CENTER BUILDING AND ITS ASSOCIATED PARKING FACILITY.

WHEREAS, the Casper Police Department currently rents operational space in the Natrona County Hall of Justice Building; and,

WHEREAS, over the last forty years, gradual necessary expansion of the Casper Police Department has forced it to expand beyond that set of offices and into various locations in other buildings, thereby hampering the operational efficiency of the Department; and,

WHEREAS, the Casper Business Center is a 97,157 square foot building in downtown Casper, situated on .96 acres of land, and accompanied by a 150 space attached parking structure; and,

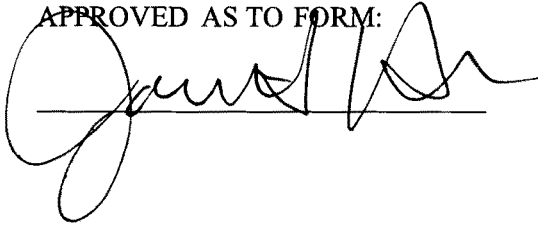
WHEREAS, the Casper Business Center has been deemed to be large enough to accommodate the entirety of the Casper Police Department, with additional space for the Casper Municipal Court, and available space for other City offices as well; and

WHEREAS, the City of Casper has reached an agreement with the owner of the Casper Business Center, Wyoming Financial Properties Inc., to purchase said building, for a sum of Eight Million Dollars (\$8,000,000).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Purchase and Sale Agreement and all documents pertaining to the real estate closing for the purchase of the Casper Business Center Building, in the amount of Eight Million Dollars (\$8,000,000) with a closing date scheduled to occur on April 29, 2022.

PASSED, APPROVED, AND ADOPTED this 26th day of April, 2022.

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'Fleur Tremel', written over a horizontal line.

ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor



LEASE AGREEMENT

This LEASE AGREEMENT, hereafter "**Agreement**", entered into this _____ day of _____, 2022, between the City of Casper, Wyoming, a municipal corporation, hereinafter referred to as "**City or Lessor**," and Mountain West Technologies Corporation, hereinafter referred to as "**MWT or Lessee**." This Agreement supersedes and replaces any previous agreements between the parties except that the Parties recognize that MWT is an auxiliary party to the Purchase and Sale Agreement between Wyoming Financial Properties, Inc. and Lessor of event date herewith for the property to be leased hereunder.

IN CONSIDERATION of the Agreement, covenants, and conditions herein set forth, the Lessor and Lessee hereby covenant, promise, and agree as follows:

RECITALS:

A. The Lessor owns the premises at 123 W. 1st Street, Casper, Wyoming; it purchased the property for the purpose of converting the property into the Casper Police Department and for other City Departments' use; and,

B. Lessee has been a longstanding tenant of the premises and uses certain locations on the premises for its network operations center ("**NOC**"), located in a portion of the basement of the premises, its data processing area (**DPA**) located in a portion of the 4th floor of the premises and equipment located on the rooftop and penthouse of the premises; and,

C. In order to accommodate each other while Lessee vacates the areas, the Parties desire to enter into a lease of certain areas of the fourth floor, the first floor, rooftop and penthouse, and the NOC secured area of the premises as defined herein until the Lessee can relocate its operations.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

1.1 - PREMISES: 4TH FLOOR - PARTIAL (DPA)

A. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for the term hereinafter provided, upon the terms and conditions set forth in this Agreement, a portion of the 4th Floor of the premises depicted in Exhibit 1 (attached hereto and made part of this Agreement) known as the Lessee's data processing area ("**DPA**").

B. The DPA is leased to Lessee in an AS IS CONDITION, WITHOUT WARRANTY, EXPRESSED OR IMPLIED, AND NOT LIMITED TO, ANY WARRANTIES

FOR USE FOR ANY PURPOSE WHATSOEVER. By signing this Agreement, Lessee agrees it has inspected the premises and accepts the property in its present condition.

- C. Lessee, MWT, provides data processing and colocation services to other entities and businesses; Lessor shall have no responsibility for failures of or within the DPA and MWT agrees to keep in place insurance as specified herein and name the Lessor, its agents, employees, officers, City Council ("the City") as additional insureds. MWT agrees to protect, defend and indemnify the City for its claims, the claims of its customers and the claims of its customers' customers.
- D. **Term.** The term of this section of the Agreement shall be up to two (2) years from the date of this Agreement.
- E. **Generator.** The existing generator located on the rooftop of the parking garage that is backup power for the 4th floor shall remain in place even after the termination of this Agreement, and shall become property of the Lessor. Upon transfer of this property to Lessor, Lessor takes such property "as is, where is" with no warranty from MWT of any kind or nature.
- F. **Fees.** As consideration for rent for the partial DPA, MWT has agreed that it will assign all right title and interest in the equipment located on the 4th floor and parking garage including generator, air conditioning and handling units, unified power systems and other electrical improvements to the City of Casper upon its exit from the lease of the fourth floor space. Upon termination of the lease or leasehold, Lessee makes no warranties to the lifespan or fitness for a particular purpose of any property be it real or personal that is left behind. Lessee is also responsible for all electricity charges for the use of the DPA; the DPA will be separately metered and MWT will establish one or more accounts with Rocky Mountain Power for its electricity use. In the event that Rocky Mountain Power will not separately bill MWT for the sub-metered electrical charges, MWT agrees that it shall pay its portion of those charges as evidenced by the sub-metering it has established for its uses. MWT is the owner of and is entitled to use the existing generator on the roof of the parking garage as backup power for the duration of the term of this section. MWT is responsible for all cost of such supplementary and backup power and shall indemnify the City for any loss or damage of such supplementary and backup power use during the term of this section.

1.2 - PREMISES: BASEMENT – PARTIAL NETWORK OPERATIONS CENTER (NOC)

- A. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for the term hereinafter provided, upon the terms and conditions set forth

in this Agreement, a partial portion of the basement of the premises which stores the Network Operations Center known as the NOC depicted in Exhibit 2 (attached hereto and made part of this Agreement). The NOC is an area of approximately 155 square feet. In addition, MWT shall be entitled to a small office space near the NOC or adjacent to the NOC to be agreed to by the parties which will allow for an individual to have work space to service the NOC, subject to the other terms and conditions of this lease.

- B. The area depicted in Exhibit 2 is leased to Lessee in an AS IS CONDITION, WITHOUT WARRANTY, EXPRESSED OR IMPLIED, AND NOT LIMITED TO, ANY WARRANTIES FOR USE FOR ANY PURPOSE WHATSOEVER. By signing this Agreement, Lessee agrees it has inspected the premises and accepts the property in its present condition.
- C. Lessor shall have no responsibility for failures regarding the NOC and MWT agrees to keep in place insurance as specified herein and name the Lessor, its agents, employees, officers, City Council ("the City") as additional insureds. MWT agrees to protect, defend and indemnify the City for its claims, the claims of its customers and the claims of its customers' customers.
- D. **Term.** The term of this section of the Agreement shall be up to a maximum of five (5) years from the date of this Agreement.
- E. **Generator.**
 - (1) The existing generator located in the basement that provides back up power for the NOC and which is the backup power for the facility as a whole, shall remain in place unless and until the Lessor purchases a new generator for the facility. Lessee shall maintain and be responsible for costs of operation of the existing generator; however, said generator is a fixture attached to the facility and provides backup power for the facility as a whole and thus remains property of the Lessor. MWT shall indemnify the City for any loss or damage caused to MWT or its sub-tenants as a result of MWT's use of the existing generator under this Lease.
 - (2) Once the new generator is installed by the Lessor, the Lessee's facilities may be tied into the generator for back-up power at Lessee's sole cost and expense until the term of this section ends.
 - (3) Cost of the generator system. The City will contract for the cost of providing and installing a new generator system for the facility and provide emergency generator power to Lessee at no cost to the Lessee, if the Lessee remains in this section of the building for two years or less, if Lessee remains in this

section of the building for more than two years from the execution of this Agreement then the cost for the generator shall be amortized over a fifteen (15) year period and the Lessor and Lessee shall split the cost on a fifty/fifty basis for each year the Lessee remains in this section of the building (NOC), back dated to the first year. For example, if the cost of the generator system was \$100,000.00 and the Lessee remained in this section of the building for two (2) years or less, the Lessee would owe nothing to the Lessor for the generator system. However, if the Lessee remains in the building for three (3) years, the Lessee would owe the Lessor ten thousand dollars (\$10,000.00) for the generator system (calculated as \$100,000.00/15 years amortized x 3 years / 2 (fifty/fifty split))

F. Fees.

- (1) As consideration for rent for the 4th floor, basement NOC and penthouse and rooftop space, MWT has agreed that it will assign all right title and interest in the equipment located on the 4th floor and parking garage including generator, air conditioning and handling units, unified power systems and other electrical improvements to the City of Casper upon its exit from the lease of the fourth floor space.
- (2) Lessee is also responsible for all electricity charges for the use of the NOC; the NOC will be separately metered and MWT will establish one or more accounts with Rocky Mountain Power for its utility use. In the event that Rocky Mountain Power will not separately bill MWT for the sub-metered electrical charges, MWT agrees that it shall pay its portion of those charges as evidenced by the sub-metering it has established for its uses.

1.3 PREMISES: ROOFTOP

- A. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for the term hereinafter provided, upon the terms and conditions set forth in this Agreement, a portion of the rooftop and penthouse area for telecommunications and existing equipment depicted in the letter and Appendix A from Mountain West Technologies to the City of Casper, attn: John Henley dated February 28, 2022, on page 3, which is incorporated by this reference and made part of this Agreement. The letter contains **confidential proprietary information** under the Wyoming Public Records Act and shall not be disclosed or released to anyone other than designees of the Parties who need to know.
- B. The area described in this section is leased to Lessee in an AS IS CONDITION, WITHOUT WARRANTY, EXPRESSED OR IMPLIED, AND NOT LIMITED TO, ANY WARRANTIES FOR USE FOR ANY PURPOSE WHATSOEVER. By

signing this Agreement, Lessee agrees it has inspected the premises and accepts the property in its present condition.

- C. **Term.** The term of this section of the Agreement shall be up to a maximum of fifteen (15) years from the date of this Agreement.
- D. **Improvements and Maintenance.** The plans and specifications for any additional facilities and fixtures shall first be submitted to the City's authorized representative for his/her approval in accordance with existing codes, prior to the construction. At the time of submission, the Lessee shall designate whether the facility or fixture is temporary. The City Manager and his/her designee shall, in addition, have authority to approve or disapprove of all additional facilities or fixtures placed upon the leased premises, after the approval of the construction by the City's authorized representative. The Parties agree that MWT can maintain its existing footprint of telecommunications equipment on the rooftop for the fifteen (15) year lease period, and can swap or upgrade equipment within its existing footprint without the need for formal submission for approval as described in this section. MWT agrees that its telecommunications equipment shall not interfere with the telecommunications equipment which may be installed by the City of Casper during the course of this Agreement.
- E. Lessor shall have no responsibility for failures regarding the equipment referenced in this section and MWT agrees to keep in place insurance as specified herein and name the Lessor, its agents, employees, officers, City Council ("the City") as additional insureds. MWT agrees to protect, defend and indemnify the City for its claims, the claims of its customers and the claims of its customers' customers.
- F. **Interference, Testing and Reservation.**
 - (1) Lessee shall not use its telecommunications system in any way which interferes with the use of any portion of the property by Lessor, or by lessees or licensees of Lessor with rights in any portion of the property. Such interference shall be deemed a material breach by the interfering Lessee, who shall, upon written notice from the Lessor, be responsible for terminating said interference. In the event any such interference does not cease promptly, the Lessee acknowledges that continuing interference may cause irreparable injury and, therefore, the Lessor shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice.
 - (2) Both Lessor and Lessees shall be allowed to conduct radio frequency emission and interference studies from time to time to determine whether

Lessee's use of the telecommunications system will interfere with Lessor's, lessee's or licensee's current or proposed use of the premises. In the event that such a study indicates that Lessee's use will potentially interfere with Lessor's or its lessee's or licensees current or proposed use of the premises, Lessee shall have thirty (30) days to remedy the interference to Lessor's satisfaction. If the problem is not so remedied in thirty (30) days, then Lessor may require Lessee, at Lessee's full expense, to relocate Lessee's telecommunications system so as to remove or minimize the interference, to the extent Lessor deems necessary. Lessor shall permit Lessee to place a reasonable temporary telecommunications system on Lessor's property or at some other location acceptable to Lessee and Lessor, during relocation of premises if feasible, and at Lessee's sole cost and expense, but in no event for a period longer than the rooftop remaining lease term.

- (3) Lessor may, at its expense, perform tests as necessary to determine compliance of the telecommunications system located on the premises with federal radio frequency exposure limit rules, currently set forth at 47 C.F.R. Section 1.1310, or subsequent federal rules as from time to time in effect.
- (4) Lessee shall provide proof of compliance with federal radio frequency exposure limit rules within ninety (90) days of the execution of this Agreement, and Lessee shall perform additional tests upon any significant change in the system on the premises, such as subleases to third parties for them to install communications system on the premises. All such testing shall be performed by a qualified radio engineer, and a copy of the test results shall be provided to all Parties. If such tests show noncompliance with applicable radio frequency exposure limit rules then in effect, then all communications system on the premises shall be shut down (except for work necessary to bring it into compliance) until subsequent tests again show compliance with such rules.

G. Lessee Improvements; Utilities;

- (1) For the term described in Section 1.3 C., Lessee shall have the right, at its expense, to maintain on the premises the existing telecommunications equipment as necessary to operate its communications system further described below and shown in the photos of the outside rooftop of the building described in the letter and Appendix A from Mountain West Technologies to the City of Casper, attn: John Henley dated February 28, 2022, on page 3, which is incorporated by this reference and made part of this Agreement. The letter contains **confidential proprietary information** under the Wyoming Public Records Act and shall not be disclosed or released to anyone other than designees of the Parties who need to know.

- (2) Lessee shall have the right to alter, replace, enhance or upgrade its existing telecommunications system at any time during the term of this Agreement (as set forth below) to the extent that such changes do not enlarge the footprint thereof, and provided that the technologies are similar in nature (e.g., a 4g to 5g system upgrade would be contemplated, but not a change from 4g to WiMax or satellite service). However, if any alteration, enhancement or upgrade to existing telecommunications equipment is performed, including, but not limited to changes to equipment, frequencies or azimuths, Lessee shall notify the Lessor and at its sole cost and expense, provide an intermodulation study to the Lessor that shows if there will be any harmful interference between the existing and proposed transceivers, and provide a Maximum Permissible Exposure (MPE) study to measure the RF exposure limits and potential hazards to humans.
- (3) Lessee shall cause all maintenance and/or construction to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against the premises or property as a result of acts or omissions of Lessee or Lessee's employees, agents or contractors, Lessee shall discharge the lien or bond the lien off in a manner reasonably satisfactory to Lessor within thirty (30) days after Lessee receives written notice that the lien has been filed.
- (4) Lessee shall at Lessee's expense, keep and maintain the telecommunications system now or hereafter located on the premises in commercially reasonable condition and repair, and shall rearrange the Lessee's cabling in a neat, organized and workmanlike manner. Any personal property or telecommunications equipment or other improvements which are not removed prior to the termination of this Agreement shall become the property of Lessor, at Lessor's option.
- (5) Lessee shall, at its own expense, maintain the premises and all improvements, equipment and other personal property on the premises in good working order, condition and repair. Lessee shall keep the premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.
- (6) Lessee is also responsible for all electricity charges for the use of any equipment located on the rooftop; the rooftop equipment will be separately metered and MWT will establish one or more accounts with Rocky Mountain Power for its utility use. In the event that Rocky Mountain Power will not

separately bill MWT for the sub-metered electrical charges, MWT agrees that it shall pay its portion of those charges as evidenced by the sub-metering it has established for its uses.

2. PURPOSE:

The demised premises are leased to Lessee for the purpose of conducting network operations and data processing activities and/or services. All activities and/or services and related activities shall be conducted in a safe manner and shall conform to all federal, state, and municipal laws, and all regulations relating to possession, use, or maintenance of the property.

3. ASSIGNMENT/SUBLEASING:

Lessee may not assign, sell, or transfer this Agreement in whole or part and may not sublet all or otherwise assign all or any part of the leased premises, except for those tenants which currently exist in the DPA as of the date of this Agreement.

4. ACCESS TO DPA, NOC, AND ROOFTOP:

- A. Lessee and its subtenants as required in the colocation agreements referenced in exhibits to the Purchase Agreement will have access for routine maintenance and emergency needs for the first twelve (12) months of the Agreement. Subtenants must be accompanied by an MWT and Casper PD representative. Thereafter, dependent on the construction progress and the Police Department's use of the building, the Lessee and its customers may be subject to restricted entry in the presence of Casper Police Department representatives; as those who are permitted access may be subject to restricted entry and background checks sufficient to satisfy provisions governing access to restricted data and databases. The Parties agree to negotiate with one another in good faith segregated access to the NOC that satisfies both Parties' needs.
- B. If the Lessee remains in the basement (NOC) or DPA sections of the building for more than two (2) years from the execution of this Agreement, Lessee and Lessor shall negotiate in good faith to harden the security around Lessee's access, and appropriate the costs for it.

5. TAXES AND ASSESSMENTS:

Lessee agrees to pay to the Natrona County Treasurer, on behalf of the Lessor, any and all taxes and assessments which may be assessed against the property upon reasonable notice by the Lessor, as to the amounts due and owing. Lessee shall pay any personal property tax, real property tax, franchise fee, franchise tax, business

fee, business tax or any other tax or fee which is directly or indirectly attributable to the leasehold estate, presence or installation of the telecommunications system or those of another provider, or Lessee's (or another provider's) presence or operations on the premises.

6. NON-DISCRIMINATION:

The Lessee agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this lease, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, creed, religion, national origin, age, sex, or ancestry.

The above prohibitions and requirements shall also be applicable and will prohibit discrimination and harassment against City employees and or its agents.

7. LAWS AND REGULATIONS:

Lessee shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon Lessee with respect to the real property and fixed assets. Lessee shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease, or for the making of repairs, additions, alterations, or improvements.

8. INSURANCE, INDEMNIFICATION AND IMMUNITY:

Prior to the commencement of the Agreement, Lessee shall procure and maintain for the duration of the Agreement insurance against claims for injuries or death to persons; damages to property; or loss which may arise from or in connection with this Agreement by the Lessee, its agents, representatives, or employees:

A. Minimum Scope and limit of Insurance.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, death, bodily injury and personal & advertising injury with limits no less than the sum of One Million Dollars (\$1,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a

single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.

2. **Automobile Liability** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Lessee has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than One Million Dollars (**\$1,000,000**) per accident for bodily injury and property damage.
 3. **Excess/Umbrella Liability** of at least One Million Dollars (**\$1,000,000**) per occurrence.
 4. **Workers' Compensation** insurance as required by the State of Wyoming with Statutory Limits.
- B. **Higher Limits.** If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

C. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status**

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and cyber liability policies with respect to liability arising under this Agreement. General liability coverage shall be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. **Primary Coverage**

For any claims related to this Agreement, the Lessee's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Lessee as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. **Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

4. Waiver of Subrogation

Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. Deductibles and Self-Insured Retentions

Lessee has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible or self-insured retention may not exceed Ten Thousand Dollars (\$10,000). The City may require the Lessee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- b. Option 2: Lessee shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Lessee is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Lessee shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Agreement and any subsequent time period required for claims made policies.

6. Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of possession of the property under the Agreement.

- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after this Agreement terminates. However, Lessee's liabilities under this Agreement shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and *not replaced with another claims-made policy form with a Retroactive Date* prior to the Agreement effective date, the Lessee must purchase "extended reporting" coverage for a minimum of five (5) years after this Agreement terminates and at all times thereafter until the applicable statute of limitations runs.

8. Verification of Coverage

Lessee shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the commencement of this Agreement shall not waive the Lessee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. Subcontractors

Lessee shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Lessee shall ensure that City is an additional insured on insurance required from subcontractors.

10. Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. General Indemnification

- A. **In General.** Lessee shall hold harmless, defend and indemnify City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

- B. **Obligation to Defend, Control of Defense, and Settlement.** If any claim is made or brought against an indemnified party under this Agreement upon demand by the indemnified party, the Lessee shall defend the claim at its sole cost and expense. Lessee shall engage attorneys subject to the reasonable approval of the Indemnified Party. Lessee may, subject to its obligations stated herein, direct an indemnified party to fully settle, compromise or dispose of all claims arising from an occurrence, related to the foregoing indemnity, subject to the prior written approval of Lessor, which approval shall not be unreasonably withheld.
- C. **Cost Recovery.** Indemnity under this section shall include the indemnified parties' actual and documented defense costs, including actual attorneys' fees and disbursements.
- D. **Survival.** The terms of this section shall survive the expiration or sooner termination of this Lease.

9. RIGHT TO ENTRY:

The Lessor as part of its design and construction pursuant to its remodel shall have right to enter the leased premises for the purposes of maintenance, public safety, and other general inspections. Lessee will be notified at minimum of eight (8) hours in advance of any non-routine, non-emergency inspections, and may accompany Lessor's representative(s) during such inspections. Lessor shall have the right to obtain unrestricted access to its data processing area and equipment on the fourth floor.

10. MAINTENANCE:

Lessee shall, during the term of this Lease, keep its leased premises and fixtures in and throughout the building and garage in good order and repair, commensurate with the operation of the Lessee's intended use of those premises and facilities, and as necessary to adequately protect the City, its employees and citizens, and other users of the building and premises at MWT's sole cost and expense. The Lessee must receive consent of the Lessor prior to the scheduled repairs. Lessor shall, during the term of this Lease, provide services commensurate with the lease fee identified in this Agreement. Those services are related to normal facility upkeep including, but not limited to, plumbing, electrical and mechanical repairs to existing equipment that exceed \$750 per repair. The Lessee will be responsible for all repairs \$750 per repair or less. The Lessee is liable for all damages that occur to the leased premises during its leasehold. Lessee need not repair damages that are attributable to normal wear and tear. Lessee shall surrender the premises at the end of the lease in substantially the same condition as when Lessee took possession

under this leasehold, absent reasonable use and wear and tear. The Lessee is liable for all damage to the leasehold areas or other areas of the facility which are caused by it, or its invitees or related parties or subtenants, during the term of the leasehold interest and which are not the result of reasonable use and wear and tear or removal of tenant-owned property. The Lessor will be responsible for maintenance of the premises' common areas and exterior other than in the leasehold areas of Lessee.

11. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

- A. The Lessee, upon Lessor's approval and at its sole cost, risk, and expense, may construct temporary facilities and fixtures for its benefit and the benefit of its customers consistent with the terms herein and within its Lessee's leasehold right. Such facilities and fixtures shall meet all applicable city, state, federal regulations and requirements, and such other requirements as may be prescribed by the Lessor.
- B. In addition to the obligation referenced in paragraph 1.2 E. (3) Lessee may, upon termination of the Agreement, remove all facilities or fixtures which are of a temporary nature, but must restore property and/or premises to conditions as they were prior to installation of the removed improvements.
- C. The Lessor reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the City Manager or its designated representative.

12. UTILITIES:

Lessee shall install separate meters for utilities on the premises used by Lessee. Lessee shall pay, when due, all charges for utilities serving the premises during the term of this Agreement. In the event that Rocky Mountain Power will not separately bill MWT for the sub-metered electrical charges, MWT agrees that it shall pay its portion of those charges as evidenced by the sub-metering it has established for its uses.

13. DEFAULT:

- A. In the event Lessee shall fail to make any payment or correct a deficiency or fail to fulfill an obligation called for within a reasonable period of time (but in no event more than thirty (30) days' notice) after issuance of written notice from Lessor, the same shall fall due or be required, then Lessor may terminate this Lease by giving Lessee written notice of such termination; or, in the event the Lessee fails to perform any other obligations called for herein on his part to be performed, and upon notice duly given of such deficiency by Lessor, and upon Lessee's failure to

cure such deficiency within a reasonable period of time to cure such material breach then Lessor may, by written notice to Lessee, terminate this Agreement, effective upon proper delivery or mailing of said written termination notice by Lessor to MWT.

- B. Upon such termination, Lessor shall be entitled to possession of the leased premises and all permanent improvements therein made by Lessee without any further notice or demand, and Lessee shall peacefully surrender the leased premises and all other permanent improvements made by Lessee. If Lessee shall refuse to surrender and deliver upon the possession of the premises, then Lessor, without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefor, and without prejudice to any remedy allowed by law or equity.

14. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

Lessee shall pay and indemnify Lessor against all legal costs and charges, including attorney's fees, in obtaining possession of the leased premises and for correcting any deficiency or obligation of the Lessee, after a default of Lessee or after Lessee's default in surrendering possession upon the expiration or early termination of the term of this Lease or enforcing any covenant of the Lessee herein contained. Lessee shall also be responsible for all costs required to remove the temporary facility/fixture improvements and costs for Lessor to restore the property and premises to the original condition for damages created by such removal.

15. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:

If the leased premises or fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated. Real property and fixed assets in the Lessee's leasehold areas not totally destroyed by fire or other cause, regardless of the cause of damage, will be the responsibility of the Lessee to repair, rebuild, or reimburse the Lessor to an equal to or better than condition or fairly compensate the Lessor in monetary value, as existed prior to the destruction of such real property or fixed assets.

16. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

Lessee shall, at the expiration of the lease terms, or on termination thereof, surrender the leased premises free of sub-tenancies, liens, or other encumbrances, together with alterations and improvements which may have been made thereon, except for temporary facilities or fixtures put in at the expense of the Lessee subject,

however, to the subsequent provisions herein. All the property removable, pursuant to the provisions of this Agreement, shall be removed by the Lessee at the expiration of the lease term, or any extension thereof, and all property not so removed shall be deemed abandoned by Lessee. As noted herein, the 4th floor racks located in the Lessor's portion of the DPA as referenced on Exhibit 1 and generator shall become the property of the City upon the Lessee's relocation or the expiration and/or termination of this Agreement.

17. NOTICE:

Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

Lessor:

City of Casper, Wyoming
C/O City Manager
C/O City Attorney
200 North David Street
Casper, WY 82601

Lessee:

Mountain West Technologies Inc.
400 West First Street
Casper, WY 82601
P.O. Box 2588
Casper, WY 82602
C/O Kyle Ridgeway

18. WAIVER:

No failure by Lessor to insist upon the strict performance of any terms or conditions of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or a partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this Agreement. No term or condition of this Lease required to be performed by Lessee, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by Lessor. No waiver of any breach shall affect or alter any term or condition of this Lease, and such term or condition shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

19. ENVIRONMENTAL COMPLIANCE:

- A. Lessee shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required

by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 11001, et seq. (Emergency Planning and Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property in accordance with all applicable laws and regulations. Lessee shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.

- B. Lessee shall immediately advise Lessor in writing of (1) any and all governmental agencies regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.
- C. Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by Lessee not less than on a monthly basis. Lessee, in addition, shall take all reasonable precaution to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

20. MWT OBLIGATIONS UPON COMMENCEMENT OF LEASE(S)

- A. Within ninety (90) days from the commencement of the Lease Agreement, the Network equipment will be removed from the phone rooms on each floor, thus

negating MWT's need to access each one. Access will still be needed to the 1st floor NOC/phone room, 4th floor server room, and penthouse and roof. Lessee shall be entitled to retain its fiber cabling and conduit in those rooms only, in order to have said conduit run to the roof, however, Lessee is only entitled to access of those rooms upon request of Lessor and with escort by Lessor.

- B. Within 120 days from the execution of this Agreement, MWT will relocate or otherwise remove the two 5 ton AC unit systems and cleanup the remnants thereof from the garage of the building. MWT has installed a new 7 ton unit outside as the primary cooling for the NOC. Upon Lessee's vacating the NOC the 7 ton unit will become the property of Lessor. All units will be on the outside of the building.
- C. The City will take over the space behind the locked cage in the 4th floor server room. If it's determined that one row is not enough space for the City, there may be a need to move the cage out to encompass one additional row of server racks. MWT team may section off another group of racks if one of their tenants requires it.
- D. MWT will contact the one company that may have equipment on the 6th floor to get it relocated or removed within sixty (60) days from the commencement of the Lease Agreement.
- E. Fiber in the freight elevator will either be relocated or properly attached to a wall in the shaft so as to allow use of the elevator within ninety (90) days from the commencement of the Lease Agreement.

Remaining network equipment on the 1st floor NOC/phone room, 4th floor server room, and penthouse/roof will be either placed into a locking cabinet or behind a cage within ninety (90) days from the commencement of the Lease Agreement. Remaining cabling will be cleaned up to meet professional standards. (i.e. low voltage guidelines as per the National Electrical Codebook) and wiring outside of locked areas will be labeled within ninety (90) days from the commencement of the Lease.

21. GOVERNING LAW:

This Agreement shall be governed, interpreted, construed, and regulated by the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

22. MISCELLANEOUS COVENANTS:

- A. Time is of the essence in this Agreement and all obligations shall be performed in a timely manner.
- B. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their respective successors, heirs, devisees, and assigns.

23. TERMINATION OF LEASE AGREEMENT:

MWT may terminate this Agreement anytime by providing thirty (30) days written notice to City of intent to terminate said contract. Notwithstanding the above, MWT shall not be relieved of liability to the City for any breach of any obligation contained within the Agreement by MWT. The City shall have the right to terminate this Agreement only for material breach of its terms by MWT after giving MWT a reasonable time period to cure said breach, but in no event shall said time period be less than thirty (30) days' notice. The Parties both recognize that MWT has critical infrastructure located in the Property and the intent of this Lease is to provide MWT ample time to make alternate arrangements to move said critical infrastructure to another location without significant disruption to its customers or its network.

24. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

25. NO THIRD-PARTY BENEFICIARY RIGHTS:

The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Lease Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Lease Agreement shall have any legal or equitable right to seek to enforce this Lease Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

26. ENTIRE AGREEMENT:

This Lease contains the entire agreement between the parties and it is agreed that neither Lessor or anyone acting on its behalf has made any statements, promise, or agreement, or taken upon itself any engagement whatever, orally, or in writing, in conflict with the terms of this Lease of that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of Lessor shall be implied in addition to the obligations herein expressed. Notwithstanding the foregoing, the Parties recognize that MWT is an auxiliary party to the Purchase and Sale Agreement between Wyoming Financial Properties, Inc. and Lessor of event date herewith for the property to be leased hereunder.

27. TREATMENT IN BANKRUPTCY:

The Parties to this Agreement hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Agreement Lessee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.* (the "Code"), this Lease is and shall be treated as an "unexpired lease of nonresidential real property" for purposes of Section 365 of the Code, 11 U.S.C. § 365, and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.

28. FORCE MAJEURE:

If a party is delayed or hindered in, or prevented from the performance required under this Agreement (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the party delayed in performing work or doing acts, and where reasonable measures by such party could not have avoided or mitigated the effects of such acts, then such party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay.

****The remainder of this page is intentionally left blank****

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

Fleur Tremel
City Clerk

LESSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

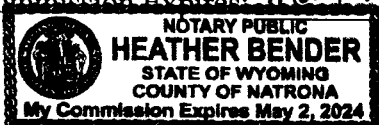
LESSEE

Kyle Ridgeway
Mountain West Technologies Corporation, Inc.
Kyle Ridgeway, Vice President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument entitled Lease Agreement was acknowledged before me on the 25 day of April, 2022, by Kyle Ridgeway as the Vice President of Mountain West Technologies Corporation, Inc.

My Commission Expires: May 2, 2024 Heather Bender Notary Public



RESOLUTION 22-58

A RESOLUTION APPROVING A LEASE AGREEMENT TO LEASE VARIOUS PORTIONS OF THE CASPER BUSINESS CENTER BUILDING TO MOUNTAIN WEST TECHNOLOGIES CORPORATION, INCLUDING SPACE ON THE ROOFTOP FOR ANTENNAE AND RELATED EQUIPMENT, SPACE ON THE FOURTH FLOOR FOR A DATA PROCESSING AREA, AND SPACE ON THE GROUND FLOOR FOR A NETWORK OPERATIONS CENTER.

WHEREAS, Wyoming Financial Properties, Inc., is selling the Casper Business Center Building to the City of Casper; and

WHEREAS, Mountain West Technologies Corporation (MWT), a partner corporation of Wyoming Financial Properties, has operated from the Casper Business Center for many years, and over that course of time, its wiring and equipment has become thoroughly integrated with the structure of the building; and,

WHEREAS, MWT will begin to extricate its infrastructure from said building now that the purchase has been executed; and

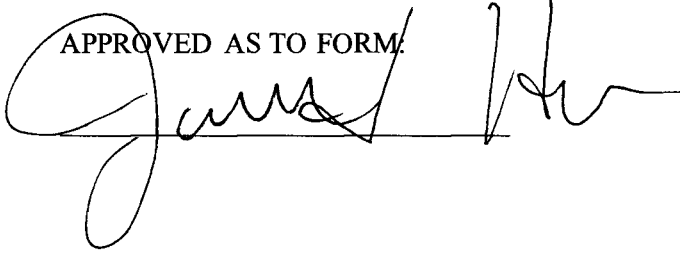
WHEREAS, the Parties understand that this extrication will be gradual, taking several years to complete, and in the interim, MWT will need to have continued access to said equipment for the benefit of its operations and its customers; and

WHEREAS, the negotiated agreement for the purchase of the Casper Business Center is explicitly contingent upon the Parties also agreeing to the terms of the Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a lease of various areas within the Casper Business Center Building to MWT. The term of this lease shall be Two (2) years for the Fourth Floor Data Processing Center, Five (5) years for the ground floor Network Operations Center, and Fifteen (15) years for portions of the rooftop that are necessary for antennae and related equipment.

PASSED, APPROVED, AND ADOPTED this 26th day of April, 2022.

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'Fleur Tremel', written over a horizontal line.

ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor