

FIRST AMENDMENT TO REAL ESTATE LEASE AGREEMENT

THIS FIRST AMENDMENT made as of this 30th day of January, 2014, between Stewart Industries International, LLC, an Oklahoma limited liability company ("Landlord"), and Blattner Energy Inc., a Minnesota corporation (the "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have heretofore executed and entered into that certain Real Estate Lease Agreement dated November 21, 2013 (the "Lease"), pursuant to which Tenant leases certain premises containing a total of approximately 106,000 square feet of office and warehouse space (the "Premises") in the building located at 500 E. Russworm Drive, Watonga, Oklahoma 73772-5026 (the "Building"); and

WHEREAS, the Tenant now has requested to expand into additional space within the Building on the same terms and conditions as set forth in the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease add additional square footage to the Premises.

NOW, THEREFORE, for and in consideration of the premises contained herein, and other good and valuable consideration paid by each of Landlord and Tenant to the other, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the Lease is hereby ratified and amended as follows:


1. All capitalized terms used herein shall have the same meaning as defined in the Lease, unless otherwise defined in this First Amendment.
2. Effective February 1, 2014, an additional 10,900 square feet of warehouse space shall be added to the Premises, as shown on the attached Exhibit C-1, making the total square footage of the Premises 116,900 square feet. The additional space shall be accepted by the Tenant in it's as is condition.
3. Effective February 1, 2014, the Base Monthly Rent for the remainder of the Lease Term shall be \$21,042.00
4. Landlord agrees to pay a commission at execution to Wiggin Properties, LLC, in connection with this First Amendment in an amount equal to \$1,177.20. This amount represents a six percent (6%) commission on the additional square footage added under the terms of this First Amendment at a rate of \$2.16/sf and prorated for the remaining 10 months of the Lease Term.
5. With the exception of those terms and conditions specifically modified and amended herein, the Lease shall remain in full force and effect in accordance with all its terms and conditions. In the event of any conflict between the terms and provisions of this First Amendment and the terms and provisions of the Lease, the terms and provisions of this First Amendment shall supersede and control.

6. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this First Amendment, the parties may execute and exchange facsimile counterparts of the signature pages and facsimile counterparts shall serve as originals.

IN WITNESS WHEREOF, Landlord and Tenant, acting herein by duly authorized individuals, have caused these presents to be executed as of the date set forth above.

LANDLORD:

Stewart Industries, LLC,
an Oklahoma limited liability company

By: 
Name: Raymond H. Ferrell
Title: Vice President - General Mgr.

TENANT:

Blattner Energy Inc.,
a Minnesota corporation


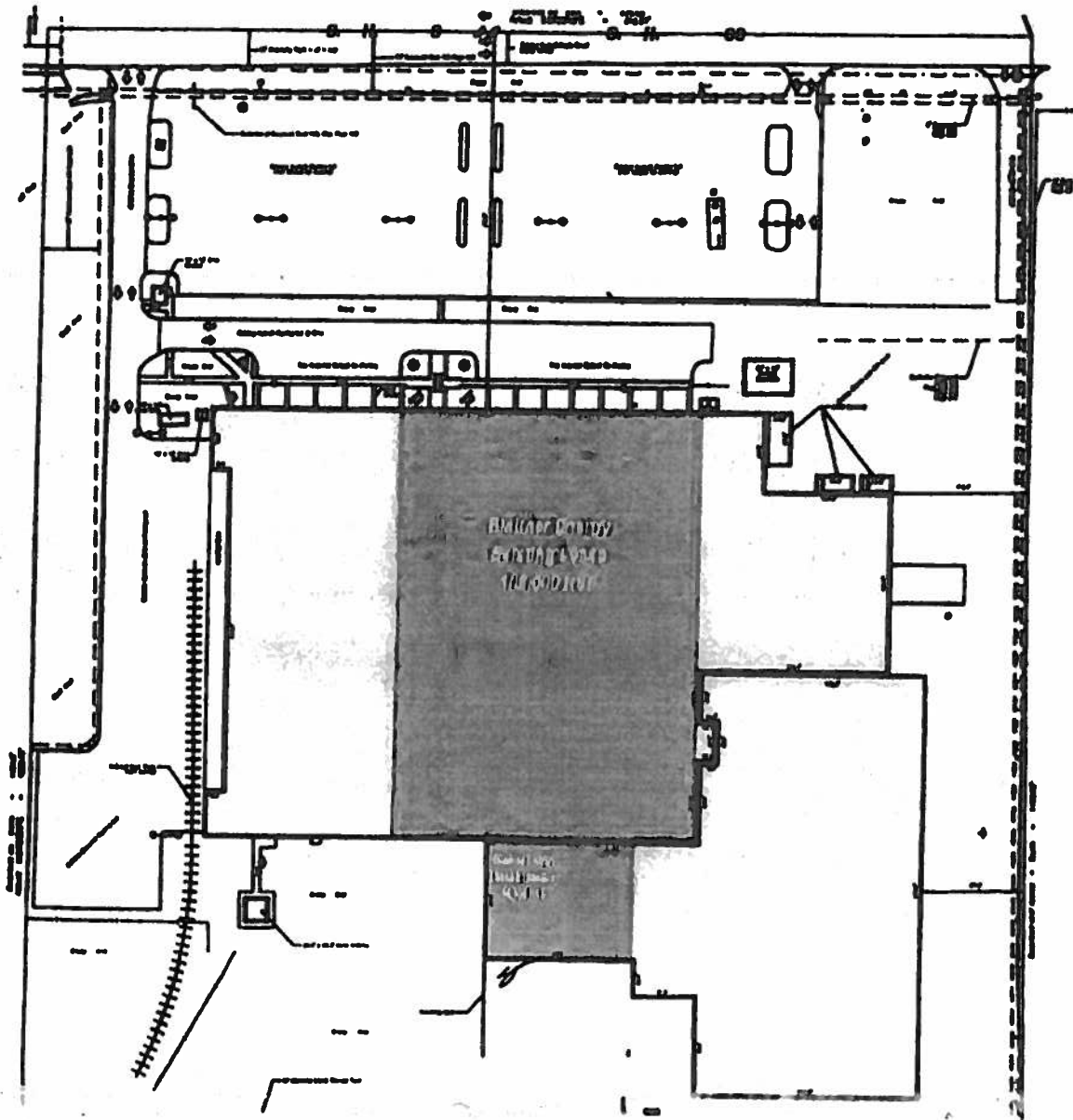
By: 
Name: John S. Blattner
Title: CEO

EXHIBIT C-1



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REAL ESTATE LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 21 day of November, 2013, by and between Stewart Industries International, LLC, an Oklahoma limited liability company, hereinafter referred to as "Landlord", with notice address of 400 W. College Ave., Guthrie, OK 73044; and Blattner Energy, Inc. hereinafter referred to as the "Tenant", with notice address of 392 County Road 50, Avon, MN 56310.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Premises.** Landlord, in consideration of the rental payments to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease to Tenant, and Tenant hereby leases from Landlord, that certain portion of the building located at 500 E. Russworm Drive, Watonga, Oklahoma, 73772-5026 ("Building"), consisting of approximately 106,000 s.f. ("Premises").
2. **Acceptance.** By occupying the demised premises Tenant shall be deemed to have accepted the same as suitable for the purpose herein intended and to have acknowledged that the same complies fully with Landlord's covenants and obligations hereunder. If this lease is executed before the demised premises become vacant, or if any present tenant or occupant of the premises holds over, and Landlord cannot acquire possession of the demised premises at such time as Landlord is able to tender the same, Landlord hereby waives payment of rent covering any period prior to the tendering of possession to Tenant hereunder. This Building is being leased in its "as is", "where is" condition. Landlord shall have no obligation to repair or provide any improvements, except as herein provided. It is intended that this should be a "GROSS LEASE".
3. **Term.** The initial term of this lease shall be for a period of Twelve (12) months, beginning on November 20, 2013, and shall terminate on November 19, 2014, The payment of rent shall commence on November 20, 2013.
4. **Rent.** In consideration of this lease, Tenant hereby covenants and agrees to pay Landlord, without deduction, setoff, prior notice or demand, as rent and additional rent for the Premises, the monthly sum, as set forth on Exhibit "A", attached hereto and by this reference, made a part hereof and shall be payable by Tenant to Landlord in advance on the first day of each month, without demand. Rent for any fractional month at the beginning or end of the lease term shall be prorated. Landlord acknowledges receipt, upon execution of this lease by Tenant, of the sum of \$38,160, representing first month's rent and last month's rent.
5. **Security Deposit.** Landlord acknowledges receipt, upon the execution of this lease by Tenant of the sum of \$19,080, which represents the security deposit for the performance by Tenant of Tenant's obligations under this lease. Tenant agrees that upon any event of default by Tenant, Landlord may, without prejudice to any remedy use such deposit to the extent necessary to make good any arrearages of rent and any other injury, damages, expense or liability caused to Landlord, by such event of default. If Landlord transfers its interest in the Building during the lease term, Landlord shall assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit. Landlord shall not be required to keep such Security Deposit separate from its general funds and Tenant shall not be entitled to interest on such deposit. Provided Tenant is not in default in any of the terms and conditions of this Lease, Landlord shall return the Security Deposit to Tenant within fifteen (15) days following termination of this Lease.
6. **Intentionally Deleted.**

7. Use. The Premises shall be used and occupied by Tenant for distribution, warehouse, blending, and general office use. Tenant shall not use the Premises, or permit the Premises to be used, for any other purpose without the prior written consent of the Landlord. Tenant will not occupy or use, nor permit to be occupied or used, any portion of the Premises for any business or purpose which is unlawful in part or in whole, or deemed to be disreputable in any manner.

8. Compliance With Laws. Tenant, at Tenant's expense, shall comply with (i) all laws, rules, orders, ordinances, directions, regulations and requirements of any federal, state, county and municipal authorities, pertaining to Tenant's occupancy, use, or manner of use of the Premises or any Leasehold Improvements, equipment, appliances or other property at the Premises, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials (as defined hereinbelow), waste disposal, air emissions or other environmental matters, zoning and other land use matters or utility availability, the Americans With Disabilities Act, as discussed hereinbelow, (ii) any recorded covenants, conditions and restrictions, regardless of when they become effective, (iii) any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to the use or occupation of the Premises. (iv) any specifications of manufacturers regarding the installation, maintenance and use of equipment at the Leased Premises.

9. Intentionally Deleted.

10. Hazardous Material. Tenant shall furnish and otherwise have responsibility for the containment, use and disposal of any hazardous substances or waste permissibly used by Tenant in the ordinary course of its business and operations, as provided herein.

(A) Prohibition Against Hazardous Material. If any contamination of the Premises by Hazardous Material occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord, its directors, managers, members, trustees, officers, employees and agents, harmless from any and all claims, suits, personal injuries, death, property damage, environmental contamination, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, attorneys fees, consultants fees and expert fees) which arise during as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises found or to have been caused or permitted solely by Tenant. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by Tenant results in any contamination of the Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to its condition existing prior to the introduction of any such Hazardous Material to the Premises; provided that, Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld, so long as such actions would not potentially have any material adverse effect on the Premises. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. Tenant shall not be liable for any contamination prior to commencement of this lease.

(B) Hazardous Materials Definition. As used herein, the term "Hazardous Material" or "Contaminant" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation

Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. Hazardous Material shall also be defined as any pollutants, hazardous or toxic substances or wastes or contaminated materials, including but not limited to, oil and oil products, asbestos, asbestos containing materials, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, flammable, explosives, radioactive materials, laboratory wastes, chemicals, elements, compounds or any other materials and substances (including materials, substances or things which are composed of or which have as constituents any of the foregoing substances), which are or may be subject to regulation under, or the release of which or exposure to which is prohibited, limited or regulated under any Environmental Laws (as defined herein).

(C) Environmental Laws Definition. "Environmental Laws" means any and all present federal, state, and local laws, statutes, ordinances, rules, and regulations, relating to the protection of human health and the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, (CERCLA), 42 USC § 9601 *et seq.*; the Resource Conservation and Recovery Act, as amended, (RCRA), 42 USC § 6901 *et seq.*; the Clean Air Act, as amended, 42 USC § 7401 *et seq.*; the Federal Water Pollution Control Act, as amended (including but not limited to, as amended by the Clean Water Act), 33 USC § 1251 *et seq.*; Toxic Substances Control Act, as amended (TSCA), 15 USC § 2601 *et seq.*; the Emergency Planning and Community Right-to-Know Act (also known as SARA Title III), as amended, (EPCRA), 42 USC § 11002 *et seq.*; the Safe Drinking Water Act, as amended, 42 USC § 300(f) *et seq.*; the Federal Insecticide, Fungicide and Rodenticide Act, as amended (FIFRA), 7 USC § 136 *et seq.*; the Occupational Safety and Health Act, as amended, (OSHA), 29 USC § 651 *et seq.*; the Endangered Species Act, as amended, 16 USC § 1531 *et seq.*; the National Environmental Policy Act, as amended, (NEPA), 42 USC § 4321 *et seq.*; the Rivers and Harbors Act of 1899, 33 USC § 401 *et seq.*; the Oil Pollution Act, 33 U.S.C. § 2701 *et seq.*, and any state and local laws, rules and regulations similar to or addressing similar matters as the foregoing federal laws; laws, rules and regulations governing underground or above-ground storage tanks; laws, rules and regulations imposing liens for response costs or costs of other remediation, whether or not those liens have a higher priority than existing liens; laws, rules and regulations conditioning transfer of property upon a form of negative declaration or other approval of a governmental authority of the environmental condition of a property; laws, rules and regulations requiring the disclosure of conditions relating to contaminants in connection with transfer of title to or interest in property law; rules and regulations requiring notifying of any governmental entity with regard to a release of any contaminant; conditions or requirements imposed in connection with any permits; government orders and demands and judicial orders pursuant to any of the foregoing; laws, rules and regulations relating to the release, use, treatment, storage, disposal, transportation, transfer, generation, processing, production, refining, control, management, or handling of contaminants; any and all other laws, rules, regulations, guidance, guidelines and common law of any governmental entity relating to the protection of human health or the environment from contaminants. For the avoidance of doubt, all environmental laws in this section include laws that may become applicable over the term of the lease.

(D) Tenant Disclosure and Environmental Representations and Warranties. Upon execution of the lease by Tenant, and within thirty days (30) after the end of each month, Tenant shall provide, upon the request of Landlord, an inventory of the Hazardous Materials, or any combination thereof, which are stored or used on the Premises. Tenant represents and warrants to Landlord, and covenants with Landlord that Tenant will, at Tenant's expense: (a) ensure that Tenant's employees are properly trained in matters relating to safety in the use of equipment and performance of any functions which may involve the use of Hazardous Materials; and (b) comply with record-keeping and reporting requirements of governmental agencies and regulatory authorities with respect to use, storage, maintenance, transport, delivery and disposal of Hazardous Materials.

(E) **Right of Inspection.** Landlord, and its agents, contractors or employees, shall have the right, but not the duty, to inspect the Premises at any reasonable time during business hours, upon reasonable notice to the Tenant, to determine whether Tenant is complying with Environmental Laws. If Tenant is not in compliance, in any regard, Landlord shall have the right to immediately enter upon the Premises to remedy any contamination caused by Tenant's failure to comply, notwithstanding any other provision of this lease. Landlord shall use its best efforts to minimize interference with Tenant's business, but shall not be liable for any interference caused thereby.

11. **Tenant Repairs.** Tenant shall, at its expense, maintain the Premises, reasonable wear and tear excepted. Notwithstanding the foregoing, Tenant shall not by this provision be required to make alterations to the exterior of the Building or alterations of a structural nature, including without limitation any alterations or improvements to that portion of the Building that is subject to the right of first refusal. Landlord agrees to install brand new HVAC package units for office space when Tenant decides to exercise the option to lease the additional space in the Building. Landlord agrees to maintain all common areas. Tenant shall repair and pay for any damage caused by the negligence of Tenant, or Tenant's employees, agents or invitees, or caused by Tenant's default hereunder. Tenant shall immediately give landlord written notice of defect or need for repairs, after which Landlord shall have reasonable opportunity to repair same or cure such defect. Landlord's liability with respect to any defects, repairs or maintenance for which Landlord is responsible under any of the provisions of this lease shall be limited to the cost of such repairs or maintenance or the curing of such defect. Tenant shall at its own expense maintain entire share of leased premises including but not limited to removing tenants trash and debris.

(A) Tenant shall not damage any demising wall or disturb the integrity and support provided by any demising wall and shall, at its sole cost and expense, promptly repair any damage or injury to any demising wall caused by Tenant or its employees, agents or invitees.

(B) Tenant will maintain the Premises in a clean and healthful condition, and comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal and other agencies or bodies having any jurisdiction thereof) with reference to use, condition or occupancy of the premises.

12. **Landlord's Repairs.** Landlord shall, at its own cost and expense, keep and maintain all structural parts (roof, walls and slab, drives and walkways) of the Premises and such other parts (except those for which Tenant is expressly responsible under Section 11 of this lease) in good condition, promptly making all necessary repairs and replacements. Tenant shall not be obligated to repair any damage caused by fire, tornado or other casualty covered by the insurance to be maintained by Landlord pursuant to paragraph 16 below. Landlord and Tenant acknowledge the existing condition of the parking lot and drive-ways and Tenant shall not be responsible for any repair or replacement to such areas, absent any damage occurring subsequent to the entering to of this lease, which damage was caused by Tenant or Tenant's guests, invitees or employees.

13. **Removal of Tenant's Property.** Upon termination of this lease and a failure by tenant to remove within a reasonable period of time, furniture and movable trade fixtures installed by Tenant may be removed by Landlord if Landlord so elects in any manner that the Landlord shall choose and said property shall be stored without the Landlord being liable to Tenant for loss thereof or damage thereto, and the Tenant agrees to pay the Landlord on demand thereto, and the Tenant agrees to pay the Landlord on demand any and all expenses incurred in such removal, including court costs and attorney's fees and those storage charges on such property for any length of time that the same shall be in the Landlord's possession, or the Landlord may, at its option, with notice, sell said property or any part thereof at public sale and without legal process for such price as the Landlord may obtain and apply the proceeds of such

sale upon any account due under this lease from the Tenant to the Landlord and upon the expense incident to the removal and sale of said property.

14. Utilities, Taxes and Insurance.

N/A for Utilities & Taxes

(A) Landlord shall maintain, during the term of this lease a policy of insurance insuring the building against loss or damage by fire and extended coverage, including but not limited to lighting, windstorm, hail, explosion, riot, smoke damage, and such other perils, normally considered all risk perils within the insurance industry, in an amount equal to the replacement value of the building, naming Landlord as the sole insured.

(B) Tenant shall maintain, during the term of this lease a policy of insurance that includes Commercial General Liability with limits of at least \$1,000,000.00 for each occurrence, and \$2,000,000.00 aggregate, an Umbrella Limit of at least \$5,000,000.00, and a minimum Fire Legal Liability Limit of \$300,000.00. Tenant's insurance shall assume Landlord's risk and name Landlord and Landlord's mortgage holder as additional insured on Tenant's policy.

15. Assignment and Subletting. Tenant may not assign this Lease or sublease any portion of the Premises either voluntarily or involuntarily, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant shall have the right to assign this Lease or sublease any portion of the Premises without obtaining the prior consent of Landlord, (a) to its parent corporation, to a wholly owned subsidiary, to a corporation which is wholly owned by the same corporation which wholly owns Tenant, to an entity directly or indirectly controlling, controlled by or under common control with Tenant, any entity owning or controlling fifty percent (50%) or more of the outstanding voting interest of Tenant, or any entity of which Tenant owns or controls fifty percent (50%) or more of the voting interests, or (b) to the purchaser of all or substantially all of its assets, any entity resulting from the merger or consolidation of Tenant, any successor entity resulting from a bona fide reorganization of Tenant, or to any entity into which the Tenant may be merged or consolidated (along with all or substantially all of its assets).

16. Invites Insurance. In addition to the provisions of the foregoing paragraph 14(D), Tenant shall procure and maintain throughout the term of this lease a policy or policies of insurance, at its sole cost and expense, insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with: (i) Tenant's maintenance and use of the Premises; (ii) Tenant's personal property; and (iii) Tenant's & Landlord's liability assumed under this lease; the limits of such policy or policies to be in the amount of not less than \$1,000,000.00 per occurrence in respect of injury to persons (including death), and in the amount of not less than \$1,000,000 per occurrence in respect of property damage or destruction, including loss of use thereof. Tenant shall procure all such policies from responsible insurance companies AM Best Rate A- or better to Landlord and qualified to conduct business in the State of Oklahoma. Certificates of insurance must add landlord as additional insured and delivered to the landlord prior to execution of lease. Should the policy be terminated, the tenants company will give the landlord 30 days written notice, and will send notifications of any changes to the policy that would affect the landlord interest, in accordance with the policy provisions or as required by law.

17. Indemnification and Waiver of Liability. Neither Landlord nor Landlord's indemnitees shall be liable for and Tenant shall indemnify and save harmless Landlord and Landlord's indemnitees from and against any and all liabilities, damages, claims, suits, costs (including costs of suit, attorneys'

fees and costs of investigation) and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property occurring on, in or about the Premises, or by reason of any other claim whatsoever of any person or party occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant representative; (b) by any breach, violation or non-performance of any covenant of Tenant under this lease; or (c) by a discharge of contaminants during the lease term; provided that . If any action or proceeding shall be brought by or against Landlord or any Landlord indemnitee in connection with any such liability, claim, suit, cost, injury, death or damage, Tenant shall, on notice from Landlord or any Landlord indemnitee, defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or Landlord's indemnitee. The provisions of this paragraph shall apply to all activities of Tenant or any Tenant representative with respect to the Premises, whether occurring before or after execution of this lease. Tenant's obligations under this paragraph shall not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this lease. Neither Landlord nor any Landlord indemnitee shall be liable in any manner to Tenant or any Tenant representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft or any other cause of whatsoever nature, except to the extent such loss or damage is caused solely by the negligent, willful misconduct or gross negligence of Landlord or any Landlord indemnitee. In no event shall Landlord or any Landlord indemnitee be liable in any manner to Tenant or any Tenant representative as the result of the acts or omissions of Tenant or a Tenant representative and all liability therefore shall rest with Tenant. All personal property upon the Premises shall be at the risk of Tenant only, and neither Landlord nor any Landlord indemnitee shall be liable for any damage thereto or theft thereof, except due to the negligence, willful misconduct or gross negligence of Landlord or any Landlord indemnitee.

18. **Notice of Defect - Damage or Destruction.** If the lease Improvements situated upon the Premises shall be damaged or destroyed by any peril, including but not limited to fire, wind storm or other casualty at any time, whether or not covered by insurance to be provided by Tenant under this lease, Tenant shall give prompt notice thereof to Landlord.

18.1 **Definitions.**

- (a) "Premises Partial Damage" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is less than 50% of the then replacement cost of the Premises. "Premises Building Partial Damage" shall herein mean damage or destruction to the building of which the Premises is a part, to the extent that the cost of repair is less than 50% of the then replacement cost of such building as a whole.
- (b) "Premises Total Destruction" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is 50% or more of the then replacement cost of the Premises. "Premises Building Total Destruction" shall herein mean damage or destruction to the building of which the Premises is a part, to the extent that the cost of repair is 50% or more of the then replacement cost of such building as a whole.
- (c) "Insured Loss" shall herein mean damage or destruction which was caused by an event required to be covered by the insurance described in paragraph 14(C).

18.2 **Partial Damage - Insured Loss.** Subject to the provisions of paragraphs 18.4, 18.5, and 18.6, if at any time during the term of this lease there is damage which is an Insured Loss and which falls into the classification of Premises Partial Damage or Premises Building Partial Damage, then Landlord

shall, at Landlord's expense, repair as soon as reasonably possible such damage but not Tenant's fixtures, equipment, or Tenant improvements unless the same have become a part of the Premises pursuant to paragraph 20 hereof, and this lease shall continue in full force and effect.

18.3 Partial Damage — Uninsured Loss. Subject to the provisions of paragraphs 18.4, 18.5, and 18.6, if at any time during the term of this lease there is damage which is not an Insured Loss and which falls within the classification of Premises Partial Damage or Premises Building Partial Damage, unless caused by a negligent or willful act of Tenant (in which event Tenant shall make the repairs at Tenant's expense), Landlord may, at Landlord's option, either (i) repair such damage as soon as reasonably possible at Landlord's expense, in which event this lease shall continue in full force and effect; or (ii) give written notice to Tenant, within thirty (30) days after the date of the occurrence of such damage, of Landlord's intention to cancel and terminate this lease as of the date of the occurrence of such damage. In the event Landlord elects to give such notice of Landlord's intention to cancel and terminate this lease, Tenant shall have the right, within ten (10) days after the receipt of such notice, to give written notice to Landlord of Tenant's intention to repair such damage at Tenant's expense, without reimbursement from Landlord, in which event this lease shall continue in full force and effect, and Tenant shall proceed to make such repairs as soon as reasonably possible. If Tenant does not give such notice within such 10-day period, this lease shall be cancelled and terminated as of the date of the occurrence of such damage.

18.4 Total Destruction. If at any time during the term of this lease there is damage, whether or not an Insured Loss (including destruction required by any authorized public authority), which falls into the classification of Premises Total Destruction or Premises Building Total Destruction, this lease shall automatically terminate as of the date of such total destruction.

18.5 Damage Near End of term.

- (a) If at any time during the last six months of the term of this lease there is damage, whether or not an Insured Loss, which falls within the classification of Premises Partial Damage, Landlord may, at Landlord's option, cancel and terminate this lease as of the date of occurrence of such damage by giving written notice to Tenant of Landlord's election to do so within 30 days after the date of occurrence of such damage.
- (b) Notwithstanding paragraph 18.5(a), in the event that Tenant has an option to extend or renew this lease and the time within which said option may be exercised has not yet expired, Tenant shall exercise such option, if it is to be exercised at all, no later than 20 days after the occurrence of an Insured Loss falling within the classification of Premises Partial Damage during the last six months of the term of this lease. If Tenant duly exercises such option during said 20-day period, Landlord shall, at Landlord's expense, repair such damage as soon as reasonably possible, and this lease shall continue in full force and effect. If Tenant fails to exercise such option during said 20-day period, then Landlord may, at Landlord's option, terminate and cancel this lease as of the expiration of said 20-day period by giving written notice to Tenant of Landlord's election to do so within 10 days after the expiration of said 20-day period, notwithstanding any term or provision in the grant of option to the contrary.

18.6 Abatement of Rent; Tenant's Remedies.

- (a) In the event of damage described in paragraphs 18.2 or 18.3 and Landlord or Tenant repairs or restores the Premises pursuant to the provisions of this paragraph 18, the rent payable hereunder for the period during which such damage, repair, or restoration

continues shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired. Except for abatement of rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair, or restoration.

- (b) If Landlord shall be obligated to repair or restore the Premises under the provisions of this paragraph 18 and shall not commence such repair or restoration within 90 days after such obligations shall occur, Tenant may, at Tenant's option, cancel and terminate this lease by giving Landlord written notice of Tenant's election to do so at any time prior to the commencement of such repair or restoration. In such event, this lease shall terminate as of the date of such notice.

19. Landlord's Right to Perform Tenant's Obligations. If Tenant shall default in the observance or performance of any term or covenant on his part to be observed or performed under or by virtue of any of the terms or provisions in any part of this lease or the rules and regulations, Landlord, without being under any obligation to do so, and without thereby waiving such default, may upon prior notice to tenant remedy such default for the account of and at the expense of Tenant. If Landlord makes any expenditures or incurs any obligation for the payment of money in connection therewith, such sums paid for obligations incurred, with interest and cost shall be deemed to be additional rent hereunder and shall be paid to Landlord by Tenant on demand.

20. Tenant Alterations. Tenant shall not make any alterations, additions or improvements to the Premises (including but not limited to roof and wall penetrations) without the prior written consent of Landlord, such consent to not be unusually withheld, conditioned or delayed, provided however, that the Tenant may make alterations, additions and improvements as set forth below in Section 27. Notwithstanding the foregoing, Landlord hereby agrees that during the term of the lease, Tenant shall be permitted make such alterations, additions and improvements to the Building or Premises for the purpose of distributing products of the Tenant from outside the Building to inside the Premises. Tenant may, without the consent of Landlord, but at its cost and expense and in good workmanlike manner, erect such shelves, bins, machinery and trade fixtures as it may deem advisable, without altering the basic character of the building or improvements and without overloading or damaging such building or improvements, and in each case complying with all applicable governmental laws, ordinances, regulations and other requirements. All alterations, additions, improvements and partitions erected by Tenant shall be and remain the property of Tenant during the term of this lease and Tenant shall, unless Landlord otherwise elects as hereinafter provided, remove all alterations, additions, improvements and partitions erected by Tenant and restore the Premises to their original condition by the date of termination of this lease or upon earlier vacating of the Premises; provided, however, that if Landlord so elects prior to termination of this lease or upon earlier vacating of the Premises, such alterations, additions, improvements and partitions shall become the property of Landlord as of the date of termination of this lease or upon earlier vacating of the Premises and shall be delivered up to the landlord with the Premises. All shelves, bins, machinery and trade fixtures installed by Tenant may be removed by Tenant prior to the termination of this lease if Tenant so elects, and shall be removed by the date of termination of this lease or upon earlier vacating of the Premises if required by Landlord, upon any such removal Tenant shall restore the Premises to their original condition. All such removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the primary structure or structural qualities of the building and other improvements situated on the Premises.

21. Signs. At Tenant's cost, Tenant shall have the right to install signs upon the Premises only when first approved by Landlord and subject to any applicable governmental laws, ordinances, regulations and other requirements. Tenant shall remove all such signs by the termination of this

lease. Such installations and removals shall be made in such manner as to avoid injury or defacement of the building and other improvements, and Tenant shall repair any injury or defacement, including without limitation discoloration, caused by such installation and/or removal.

22. Inspection. Landlord and Landlord's agents and representatives shall have the right to enter and inspect the Premises, upon reasonable notice to the Tenant, at any reasonable time during business hours, for the purpose of ascertaining the condition of the Premises or in order to make such repairs as may be required or permitted to be made by Landlord under the terms of this lease. During the period that is three (3) months prior to the end of the term hereof, Landlord and Landlord's agents and representatives shall have the right to enter the Premises at any reasonable time during business hours for the purpose of showing the Premises and shall have the right to erect on the Premises a suitable sign indicating the Premises are available. Tenant shall give written notice to Landlord at least thirty (30) days prior to vacating the Premises and shall arrange to meet with Landlord for a joint inspection of the Premises prior to vacating. In the event of Tenant's failure to give such notice or arrange such joint inspection, Landlord's inspection at or after Tenant's vacating the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repair and restoration.

23. Attorneys' Fees. If legal action shall be brought by either of the parties hereto for the unlawful detainer of the demised Premises, for the recovery of any rent due under the provisions of this lease or because of the breach of any term, covenant or provision hereof, the prevailing party in such action shall be entitled to recover from the other party the costs of suit and a reasonable attorney's fee which shall be fixed by the judge of the court.

24. Waiver of Subrogation. Notwithstanding anything to the contrary herein contained, the parties hereto expressly waive any right of recovery against each other that either may have by virtue of any loss or damage to the demised Premises caused by fire, windstorm or other risks incident to the extended coverage applicable under standard fire insurance contracts, except any loss or damage which is caused by willful negligence on the part of either party, its agents, servants, or employees if the waiver by either party does not conflict with the provisions of the hazard insurance policies in force at the time of loss. Landlord and Tenant agree to use their best efforts to obtain a waiver of subrogation endorsement from their respective insurance companies, and any additional cost resulting thereby will be paid by the benefitting party. Neither party is bound by the provision of this paragraph until appropriate endorsements are obtained from the insurers for both parties.

25. Subordination: Attornment. From time to time, either before or after the execution of this lease and before the termination of the term, Landlord may execute a mortgage covering the building and the real property upon which the same may be located. If requested by the holder of any such mortgage, this lease shall be subject to and subordinate to any such mortgage and to all renewals, modifications and replacements and extensions thereof. The Tenant shall execute promptly any certificate or other instrument in a form reasonably acceptable to tenant that the holder of any such mortgage may reasonably request that shall be necessary or proper to give effect to such subordination, subject to the execution by mortgagor of a non-disturbance agreement reasonably acceptable to Tenant.

Tenant agrees that if any lien holder succeeds to Landlord's interest in the lease Premises, Tenant will, upon request of such lien holder, automatically become the Tenant of and attorn to such successor in interest without change in the terms or provisions of this lease. Upon request by such successor in interest, Tenant will execute, acknowledge and deliver an instrument or instruments in a form reasonably acceptable to tenant required confirming the attornment, subject to the execution by such lien holder of a non-disturbance agreement reasonably acceptable to Tenant. If Tenant fails or refuses to execute, acknowledge and deliver any such document within ten (10) days after written request, such successor in interest will be entitled to execute, acknowledge and deliver any and all such documents for and on behalf

of Tenant, as attorney-in-fact for Tenant. By this Section Twenty-Five (25) Tenant constitutes and appoints such successor in interest as Tenant's attorney-in-fact to execute, acknowledge and deliver any and all documents described in this Section 25.

26. Condemnation.

(A) If the whole or any substantial part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof and the taking would prevent or materially interfere with the use of the Premises for the purpose for which they are being used, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective when the physical taking of said Premises shall occur.

(B) If part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this lease is not terminated as provided in the subparagraph above, this lease shall not terminate but the rent payable hereunder during the unexpired portion of this lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances.

(C) In the event of any such taking or private purchase in lieu thereof, Landlord and Tenant shall each be entitled to receive and retain such separate awards and/or portion of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

27. Landlord Building Alteration. In the event that Landlord, during the term hereby demised, shall deem it necessary, or shall Landlord be required by order of decree of any court or any other government authority, to repair, alter, remove, reconstruct, or improve any part of the demised Premises or of the building of which said Premises are a part, then such repairing, alteration, removal, reconstruction, or improvement may be made by and at the expense of Landlord and shall not in any way effect the obligations or covenants of Tenant herein contained, and Tenant hereby waives all claims or damages or abatement of rent because of such repairing, alteration, removal, reconstruction or improvement, so long as such actions do not prevent Tenant from the reasonable use of the building. For tenants intended purpose.

28. Taxes on Tenant's Property. Tenant shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the demised Premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the Tenant in the demised Premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

29. Holding Over. Should Tenant, or any of its successors in interest, hold over the demised Premises, or any part thereof, after the expiration of the term of this lease or any rental term, unless otherwise agreed in writing such holding over shall constitute and be construed as a tenancy from month to month only. The inclusion of the preceding sentence shall not be construed as be Landlord's consent for the Tenant to hold over.

30. Mechanic's or Materialman's Liens. If any mechanic's or materialman's lien, shall at any time be filed against the demised Premises, or any part thereof by reason of any work, labor, services, materials, or equipment furnished to or for Tenant, the Tenant, within thirty (30) days after notice of the filing thereof, shall cause the same to be discharged of record. Nothing herein shall be deemed or construed in any way as constituting the consent or the request of Landlord, express or implied to any

contractor, subcontractor, laborer or material-men for the performance of any labor or the furnishing of any materials for any improvement, alteration or repair of the demised Premises or any part thereof, nor as giving the Tenant any right, power, and authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the demised Premises or any part thereof.

31. Modification. Tenant acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranties, except such as are expressed herein, and that no amendment or modification of this lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this lease.

32. Sale by Landlord. In the event of a sale or conveyance by Landlord of the Building, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of Tenant, and in such an event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this lease except as provided in section 5. This lease shall not be affected by any such sale, and Tenant agrees to attorn to the purchaser or assignee, subject to the execution by such successor in interest of a non-disturbance agreement reasonably acceptable to Tenant. Tenant expressly agrees that in the event of sale or conveyance by Landlord of the Premises, the Tenant assents to assignment of this lease to the new owner, and agrees to promptly execute any instruments in a form reasonably acceptable to tenant to effect such assignment reasonably required in favor of the new ownership.

33. Estoppel Certificate. Tenant agrees, at any time, and from time to time, upon not less than ten (10) days prior notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing addressed as Landlord may direct 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), stating the dates to which the fixed minimum rent, additional rental and other charges have been paid, and stating whether or not to the best knowledge of the signer of such certificates there exists any default in the performance of any covenant, agreement, term, provision or condition contained in this lease, and, if so, specifying each such default of which the signer may have knowledge it being intended that any such statement delivered pursuant hereto may be relied upon by Landlord and by any mortgages or prospective mortgagees of any mortgage affecting the building or the building and the land, and by any Landlord under a ground or underlying lease affecting the land or building, or both.

34. Quiet Enjoyment. Landlord represents and covenants that it has full right, power and authority to make this lease and that Tenant, upon the payment of the rentals and performing the covenants and quietly have, hold and enjoy the demised Premises during the term hereof and any extensions thereof, according to the terms and conditions of this lease.

35. Default by Tenant. The following events shall be deemed to be Events of Default by Tenant under this lease.

(A) Failure to pay any installment of the rent which is due on the first day of the month but not later than the tenth of the month, and such failure to pay is not cured within five (5) business days of written notice thereof.

(B) Failure to comply with any other term, provision, or covenant of this lease, other than the payment of rent and such failure is not cured within thirty (30) days of written notice thereof.

(C) The assignment for the benefit of creditors by the Tenant.

RENT
DUE
BY
10th

(D) Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder and such adjudication shall not be vacated or set aside or stayed within thirty (30) days from the date of filing;

(E) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant and such receivership shall not be terminated or stayed within thirty (30) days from the date of appointment.

36. Interest on Default. As additional rent Tenant agrees to pay to Landlord a late payment penalty equal to five percent (5%) of the monthly rental, if rental payment(s) are not received when due within the time period provided in paragraph 35(A).

37. Landlord's Remedies.

(A) Event of Default. If any one or more of the Events of Default shall occur as set forth in paragraph 35 and be continuing beyond the period set forth in any default notice provided to be given, an Event or Events of Default shall have occurred under this lease, and Landlord shall have the following rights or remedies with respect thereto:

(1) Right to terminate lease and Re-Enter. Landlord may, in addition to any other remedy available to Landlord under this lease or available under any requirements, at Landlord's option, on thirty (30) days' notice to Tenant, declare this lease terminated at the expiration of such 30-day period; and Tenant shall quit and surrender possession of the Premises, but Tenant shall remain liable to Landlord as hereinafter provided and, upon Tenant's failure to surrender possession, Landlord may re-enter the Premises by summary proceeding or otherwise free from any estate or interest of Tenant therein.

(2) Landlord's Right to Restore and Re-Let; and Tenant's Liability for Expenses. In the event that Landlord shall obtain possession by re-entry, legal or equitable actions or proceedings or other lawful means as a result of an Event of Default by Tenant, Landlord shall have the right, without the obligation, to make renovations, alterations and repairs to the Premises required to restore them to the condition the same should be during the term of the lease, and to re-let the Premises or any part thereof for a term or terms that may be less or more than the full term of the lease had Landlord not re-entered and re-possessed or terminated the lease; and Landlord may grant reasonable concessions in the re-leasing to a new tenant, without affecting the liability of Tenant under the lease. Landlord shall in no way be responsible for any failure to re-let all or any part of the Premises or for any failure to collect any rent due after any re-letting, and in no event shall Tenant be entitled to any surplus rents collected. Any of the foregoing actions taken or not taken by Landlord shall be without waiving any rights that Landlord may otherwise have under any requirements or pursuant to the terms of this lease. Tenant shall pay Landlord all legal and other expenses incurred by Landlord in terminating this lease by reason of an Event of Default, in obtaining possession of the Premises, in making all alterations, renovations and repairs and in paying the usual and ordinary commissions for re-letting the same, together with interest thereof at the prime rate, which interest shall accrue from the date of Landlord's demand.

(3) Survival Covenant: Liability of Tenant After Re-Entry and Possession or termination.

(i) Survival of Obligations. If any Event of Default occurs (whether or not this lease shall be terminated as a result of an Event of Default), Tenant shall remain liable to Landlord for all fixed annual rent and additional rent herein reserved (including but not limited to the expenses to be paid by Tenant pursuant to the provisions of this lease); less the net amount

of rent, if any, that shall be collected and received by Landlord from the Premises, for and during the remainder of the term of this lease. The failure or refusal of Landlord to re-let the Premises or any part thereof shall not release Tenant or affect Tenant's liability for damages. Landlord shall have the right, without the obligation, following re-entry and possession or termination, to apply any rentals received by Landlord in the following order: (1) to the payment of indebtedness or costs other than rent or damages; (2) to the payment of any cost of re-letting; (3) to the payment of any cost of altering or repairing the Premises; (4) to the payment of fixed annual rent and additional rent or damages, as the case may be, due and unpaid hereunder; and (5) the residue, if any, shall be held by Landlord and applied for the payment of future fixed annual rent and additional rent or damages, as the case may be, as the same may become due and payable hereunder. Landlord may sue periodically for and collect the amount that may be due pursuant to the provisions of this paragraph, and Tenant expressly agrees that any such suit shall not bar or in any way prejudice the rights of Landlord to enforce the collection or the amount due at the end of any subsequent period by a like or similar proceeding. The words "re-entry" and "re-enter", as used herein, shall not be construed as limited to their strict legal meaning.

(ii) Rights on termination. Should Landlord terminate this lease by reason of an Event of Default, then Landlord shall thereupon have the right, without the obligation, as an alternative to suing Tenant periodically pursuant to the provisions of subparagraph (i) above, to recover from Tenant the difference, if any, at the time of such termination, between the amount of fixed annual rent and additional rent reserved herein for the remainder of the term over the then reasonable rental value of the Premises for the same period both discounted to present value at the consensus the New York Prime Rate as published in the Wall Street Journal, minus one (1) point. Landlord shall not, by any re-entry or other act, be deemed to have terminated this lease, unless Landlord shall notify Tenant in writing that Landlord has elected to terminate the same.

(iii) Remedies Cumulative. The remedies of Landlord specified herein shall be cumulative as to each other and as to all such allowed by any requirements.

(4) Right to Injunction. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this lease, or otherwise.

38. Notices. Each provision of this lease, or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice, or with reference to the making of any payment by Tenant to Landlord, shall be deemed to be complied with when and if the following steps are taken:

(A) All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address herein below set forth, or at such address as Landlord may specify from time to time by written notice delivered in accordance herewith.

(B) Any notice or document required to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered mail, (with or without return receipt requested), addressed to the parties hereto at

the respective addresses set out opposite their names below, or at such other addresses as they have heretofore specified by written notice delivered in accordance herewith.

39. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, Landlord or Tenant shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, and delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restriction, or any other causes of any kind whatsoever which are beyond the control of Landlord or Tenant.

40. No Liability for Consequential Damages. Neither party shall be liable for any special, exemplary, indirect or consequential losses or damages, including loss of use, lost production, cost of capital, loss of goodwill, lost revenues, or loss of contracts, even if such Party has been advised of the possibility of such damages, and each Party hereby releases the other from any such liability.

41. NOT AN OPTION. SUBMISSION OF THIS INSTRUMENT FOR EXAMINATION OR SIGNATURE BY TENANT DOES NOT CONSTITUTE A RESERVATION OF OR OPTION FOR THE LEASE PREMISES, AND IT IS NOT EFFECTIVE AS A LEASE OR OTHERWISE UNTIL EXECUTION AND DELIVERY BY BOTH LANDLORD AND TENANT.

42. Non-Waiver by Landlord. The rights, remedies, options or elections of Landlord in this lease are cumulative, and the failure of Landlord to enforce performance by Tenant of any provision of this lease applicable to Tenant, or to exercise any right, remedy, option or election, or the acceptance by Landlord of the annual fixed rent or additional rent from Tenant after any default by Tenant, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future of Landlord of such provisions of this lease, or of such rights, remedies, options or elections, and they shall continue in full force and effect.

43. Entire Agreement. This lease contains the entire agreement between the parties. No representative, agent or employee of Landlord has been authorized to make any representations, warranties or promises with respect to the letting, or to vary, alter or modify the provisions of this lease. No additions, changes, modifications, renewals or extensions of this lease shall be binding unless reduced to writing and signed by both parties.

44. Effective Law. This lease shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma without giving effect to its principles of conflicts of law. Landlord and Tenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other, or with respect to any issue or defense raised therein, on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises, including summary proceedings and possession actions, and any emergency statutory or other statutory remedy.

45. Commercial lease. This lease shall be construed as a commercial lease.

46. Captions. The captions of the paragraphs in this lease and any table of contents are for reference purposes only and shall not in any way affect the meaning or interpretation of this lease.

47. Obligations Joint and Several. If there is more than one party Tenant, their obligations under this lease are joint and several. If Tenant is a partnership, the obligations of Tenant under this lease are joint and several obligations of each of the partners and of the partnership.

48. Counterparts. This lease may be executed in one or more counterparts, each of which shall be an original, and all of which constitutes one and the same lease.

49. Landlord's Performance of Tenant's Obligations. The performance by Landlord of any obligation required of Tenant under this lease shall not be construed to modify this lease, nor shall it create any obligation on the part of Landlord with respect to any performance required of Tenant under this lease, whether Landlord's performance was undertaken with the knowledge that Tenant was obligated to perform, or whether Landlord's performance was undertaken as a result of mistake or inadvertence.

50. Rights and Remedies Not Exclusive. No right or remedy conferred upon the Landlord or Tenant shall be considered exclusive of any other right or remedy, but shall be in addition to every other right or remedy available to the Landlord or Tenant under this lease or by law. Any right or remedy of Landlord or Tenant may be exercised from time to time and as often as the occasion may arise. The granting of any right, remedy, option or election to Landlord or Tenant under this lease shall not impose any obligation on Landlord or Tenant to exercise the right, remedy, option or election.

51. Signature and Delivery By Landlord. This lease is of no force and effect unless it is signed by Landlord and Tenant, and a signed copy of this lease is delivered by Landlord to Tenant. The mailing, delivery or negotiation of this lease by Landlord or Tenant or any agent or attorney of Landlord or Tenant prior to the execution and delivery of this lease as set forth in this paragraph shall not be deemed an offer by Landlord or Tenant to enter into this lease, whether on the terms contained in this lease or on any other terms. Until the execution and delivery of this lease as set forth in this paragraph, Landlord and Tenant may terminate all negotiations and discussions of the subject matter of this lease, without cause and for any reason, without recourse or liability.

52. Inspection. Length of Time of Tenant's Default. Nothing in this lease requires Landlord at any time to inspect the Premises to determine whether Tenant is in default of Tenant's obligations under this lease. Any default by Tenant of the provisions of this lease for any length of time, and whether Landlord has direct or indirect knowledge or notice of the default, is not a waiver of Tenant's default by Landlord, and Landlord has the right to declare Tenant in default, notwithstanding the length of time the default exists.

53. Intentionally left blank.

54. Surrender. Neither the acceptance of keys to the Premises nor any other act or thing done by Landlord or any agent, employee or representative of Landlord shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing, signed by Landlord, accepting or agreeing to accept a surrender of the Premises.

55. Drafting Ambiguities. Interpretations. In interpreting any provision of this lease, no weight shall be given to nor shall any construction or interpretation be influenced by the fact that counsel for one of the parties drafted this lease, each party recognizing that it and its counsel have had an opportunity to review this lease and have contributed to the final form of this lease. Unless otherwise specified, the words "include" and "including" and words of similar import shall be deemed to be followed by the words "but not limited to" and the word "or" shall be "and/or".

56. References. In all references to any persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this lease may require.

57. Binding Effect. This lease is binding upon and shall inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

58. Landlord Defined. The term "Landlord" in this lease means and includes only the owner at the time in question of the Premises and, in the event of the sale or transfer of the Premises, Landlord shall be released and discharged from the provisions of this lease thereafter accruing, but such provisions shall be binding upon each new owner of the Premises while such party is an owner.

59. Time of the Essence. Time is of the essence of this lease.

60. No Recordation. Neither this lease nor any memorandum, affidavit or other writing with respect to this lease shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and the recording thereof in violation of this provision shall make this lease voidable at Landlord's election.

61. Broker. Each party represents and warrants to the other that no real estate broker was instrumental in effecting this lease and no lease commission shall be due by Landlord, except to Wiggin Properties LLC & M. Travis Bradt Properties, Inc. Tenant shall indemnify and defend Landlord from the claim of any broker, that such broker was authorized on behalf of Tenant to make an offer to Landlord with respect to this transaction. Wiggin Properties, LLC ("Broker") shall be paid a 6% commission of the gross lease amount by the Landlord. One half (1/2) of commissions are due when the lease contract is fully executed by both the landlord and the tenant while the final one half (1/2) is due the 15th day of the following month or second month of the lease term. Wiggin Properties will pay M. Travis Bradt, Inc 1/2 of the gross fee once Wiggin Properties has been paid by Landlord. If Tenant purchases the Building from Landlord anytime in the future, Landlord shall pay a commission to Broker equal to 6% of the gross sales price less any amounts previously paid to Broker as leasing commissions. If tenant renews or extends lease past the 1 year term of this lease - Broker is paid 6% on any and all renewals and options.

62. Special Provisions:

- A. Tenant Improvements. Tenant shall be responsible for the construction of all Tenant Improvements (as determined by Tenant), the description of which is as set forth on Exhibit "B" attached hereto.

- B. Tenant shall take video and photographs prior to occupation of the Leased Premises to establish a baseline condition of the property.
- C. Landlord shall install doorway to access leased space.
- D. Landlord shall install a chain link fence to separate leased area.
- E. Tenant shall have the option to extend lease at agreeable rate.

WITNESS the signatures of the parties hereto this 21st day of November, 2013.

LANDLORD:

Stewart Industries International, LLC

By: 

Title: Manager

Vice President - Personnel Manager

Telephone No.: (405) 260-0990

TENANT:

Blattner Energy, Inc.

By: 

By: John S. Blattner

Title: CEO

FEI No.:

26-8774732

Telephone No.:

320-356-7351

Contact Person:

BJ. Lemieux

EXHIBIT "A"

Period:	Base Monthly Rent	Annual \$/sf
Months 1 - 12	\$19,080 a month	NA

EXHIBIT B
DESCRIPTION OF TENANT IMPROVEMENTS

None. Tenant agrees to accept the Premises in its as-is condition. If Tenant elects to make improvements to the Premises, such improvements shall be subject to the prior approval of Landlord and shall be made at Tenant's sole cost and expense, consistent with the terms of Section 20 of the lease.

- Landlord shall install doorway to access leased space.**
- Landlord shall install a chain link fence to separate leased area.**

EXHIBIT C
SKETCH OF BUILDING AND PREMISES & RIGHT OF FIRST REFUSAL

(See Attached)