

Spring Creek Office Park, LLC

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This LEASE is made and entered into as of the 22ND day of October, 2019 by and between Spring Creek Office Park, L.L.C. ("Lessor") and D & A WORLDWIDE INC. LLC ("Tenant").

WITNESSETH:

WHEREAS, Lessor owns the property (the "Property"), located at 5700 NW 130th, Oklahoma City, Oklahoma County, State of Oklahoma, as further described in the following Legal Description:

Lot 1, Block 1 of Spring Creek Office Park, being a part of the Northwest Quarter (NW/4) of Section Fifteen (15), Township Thirteen (13) North, Range Four (4) West of the Indian Meridian, an Addition to the City of Oklahoma City, Oklahoma County, Oklahoma.

WHEREAS, Tenant desires to lease Suite 4 (the "Premises") located on the Property, as illustrated by Exhibit "A" attached hereto;

NOW, THEREFORE, in consideration of the covenants hereafter contained, Lessor does hereby lease, demise and let unto Tenant the Premises.

1. Term. This Lease shall be for a term of 36 Months, beginning on the 1st day of February 2020, and terminating on the 31st day of January 2023. Lessor shall lease Premises to Tenant with proposed improvements as shown on Exhibit "A", attached hereto. Tenant has inspected the attached Exhibit "A" and finds construction improvements acceptable.

2. Notice to Vacate. Sixty (60) days prior to the termination of this Lease or any extension thereof, Tenant is required to provide Lessor with written notice of their intent to vacate or to continue as a tenant from month-to-month as further described in paragraph 22 herein. Should Tenant fail to provide said minimum 60 day written notice, both parties agree that Tenant will continue the Lease as a month-to-month tenancy as further described in paragraph 22 herein and the requirement to provide notice to vacate shall continue during the Month-to-Month tenancy. Shall Tenant vacate without providing the 60 day prior notice then Tenant's deposit shall be forfeited.

3. Rental. Tenant shall pay no less than the sum of \$63,000.00 (Sixty Three Thousand Dollars) as rent to Lessor. Rent shall be delivered, via United States Postal Service, to Lessor at P.O. Box 721413, Oklahoma City, OK, 73172, or at such place as Lessor may designate from time to time in writing. Rent shall be remitted in the amounts according to the following schedule:

February 1, 2020 through February 29, 2020 rent remitted at the execution of this Lease	\$1,750.00 (One Thousand Seven Hundred Fifty Dollars)
Monthly rent if received before the 6 th of the month to which rent is applied	\$1,750.00 (One Thousand Seven Hundred Fifty Dollars)
Monthly rent if received on the 6 th of the month to which rent is applied	\$1,850.00 (One Thousand Eight Hundred Fifty Dollars) and \$20.00/day accrued thereafter until paid

Rent not received on or before the 5th day of the month shall cause Tenant to be deemed in default of this Lease and Lessor will take action as provided herein and as more specifically described in paragraph 21 below.

4. Deposit. In addition to February 1, 2020 through February 29th, 2020 rent installment, a deposit of \$5,250.00 (Five Thousand Two Hundred Fifty Dollars) is required. Deposit is to be remitted in two (2) installments, the first installment is due at the execution of this Lease in the amount of \$750.00 (Seven Hundred Fifty Dollars) and the second installment is due on or before December 2, 2019 in the amount of \$4,500.00 (Four Thousand Five Hundred Dollars). For deposit to be returned the following procedure must be followed:

a) Tenant has met ALL obligations as set forth in this Lease.

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- b) A walk through inspection of the Premises is required at the conclusion of this Lease. The walk through inspection shall occur prior to the final day of the Lease.
- c) Tenant and Lessor's representative are both required to participate in the walk through inspection.
- d) Damages or items requiring repair or attention shall be assessed against the Deposit. Tenant shall be provided a limited opportunity to address damages and make repairs or corrections.

Deposit, less repairs for damages and cleaning costs, to be returned to Tenant at the satisfactory conclusion of this Lease. The Deposit or remaining balance thereof, if any, shall be returned 30 days after the latter of, the walk through inspection or 30 days after Tenant vacates space. Tenant IS expected to leave Premises clean and orderly and in good condition upon the termination of this Lease.

5. Commencement. Notwithstanding said Commencement Date, if for any reason Lessor cannot deliver possession of the Premises to Tenant on said date, Lessor shall not be subject to any liability therefore, nor shall such failure affect the validity of the Lease or the obligations of Tenant hereunder. This agreement shall extend by the number of days the possession date may be delayed, but in no such case will Tenant be obligated to pay rent until possession of the Premises is tendered to Tenant. If Lessor has not delivered possession of the Premises within sixty (60) days from said Commencement Date, Tenant may, at Tenant's option, by notice in writing to Lessor within ten (10) days thereafter, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder. If Tenant occupies the Premises prior to said Commencement Date, such occupancy shall be subject to all provisions hereof, such occupancy shall not advance the termination date, and Tenant shall pay rent for such period at the initial monthly rate set forth, prorated on a 30 day month.

6. Maintenance and Repairs. Lessor shall maintain the exterior walls, foundation, and roof of the building on the Premises. Tenant shall maintain in all respects the remainder of the Premises, including the doors and shall replace all glass, including plate glass, which may be broken on the Premises from any cause whatsoever with other of the same quality and size, at Tenant's own expense. Tenant shall also maintain and replace, as needed all ordinary maintenance items such as light bulbs, floor coverings, etc., as well as all equipment that may be installed by Tenant in the furtherance of Tenant's business. Tenant will maintain in good condition the heat and air conditioning system (HVAC) including but not limited to replacing HVAC filter(s) with new filters quarterly at Tenant's expense. Tenant is responsible for the first \$450.00 annually, per HVAC system for repairs or replacement. Tenant's annual participation in HVAC repairs per unit is cumulative per unit. For example, repairs in year three on HVAC unit not previously repaired since lease commencement date shall be limited to and shall not exceed \$1,350. Amount would then reset to \$450.00/year for unit repaired. Tenant shall maintain a climate level within the walls of the Premises that will not permit or promote mildew, mold and/or rust that would be detrimental to the integrity, condition and/or air quality of the Premises or Property. Tenant will not dispose of or flush paper towels, wet wipes or feminine products down the toilets, sink drains or any other plumbing fixture and only toilet paper will be flushed down toilet. Lessor may enter upon the Premises at all reasonable hours to inspect. If Tenant fails to maintain the Premises as required or fails to make a necessary repairs, Lessor may order such repairs and charge the cost thereof to Tenant, and Tenant shall reimburse Lessor the amount so paid with the next month's rent. At the termination of this Lease, however brought about, Tenant shall surrender the Premises to Lessor in as good condition as on the date of this Lease.

7. Utilities. Lessor will pay up to \$20.00 per month of the water cost for the Property, Tenant agrees to reimburse Lessor for the monthly water consumed in excess of \$20.00 per month on a pro-rata basis to be calculated not only by square footage occupied but also by occupied use load rate. Tenant agrees to use all efforts to conserve water and energy and will notify Lessor immediately of any waste or plumbing leakage. Tenant shall pay and hold Lessor free from all other expenses for all utility expenses, including telephone, lighting or electricity, and gas. All contracts for utility, except water, services shall be in the name of Tenant.

8. Indemnity. Tenant agrees to carry public liability insurance covering the Premises and the business conducted thereon, which insurance shall be in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) each person and One Million Dollars (\$1,000,000.00) each occurrence. The policy shall be in an insurance company approved by Lessor and shall be made for the benefit of Lessor and Tenant as their respective interests may appear, and shall contain a clause stating that the insurer will not cancel or change the insurance without first giving Lessor at least thirty (30) days written notice. A certificate or certified copy of such insurance shall be furnished to Lessor. Tenant hereby indemnifies Lessor for any and all damages, suits, claims or causes of action asserted against Lessor arising from the maintenance, operation or use of the Premises by Tenant, its employees and or clients. In any suit or action for

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damages arising from the alleged negligence of Tenant, its employees and or clients in which Lessor is named as a defendant, Tenant will assume the burden, costs and expenses of the defense, including reasonable attorneys fees.

9. Damage to Property. Tenant shall bear all risk of damage to the equipment, fixtures, inventory, furniture and furnishings and all other personal property of Tenant located on and situated in the Premises, and Lessor is relieved absolutely of any liability therefore, including, but not limited to, damages to any such property caused by fire, smoke, gas, water, wind, rain or snow, which may leak into, issue or form from any part of said building, or from pipes or plumbing work of said building, or from any other place.

10. Destruction. If the Premises are destroyed, damaged or partially destroyed by fire, tornado, flood or any other casualty, Lessor shall have the option to restore the Premises to substantially the same condition in which they were immediately prior to the occurrence of the casualty. From the date of such casualty until the Premises are restored, rent shall be abated in such proportion as the part of the Premises thus destroyed or rendered unfit bears to the total Premises; provided, however, such rent shall abate only if the Tenant is unable to carry on Tenant's ordinary course of business in and on the Premises. The unexpired term of this Lease shall be extended by the period of time reasonably necessary to make such repairs. Lessor shall have thirty (30) days after the happening of such event in which to elect to commence to repair and/or restore the buildings. If Lessor elects not to replace, restore or repair the buildings or improvements, notice shall be given to Tenant within such thirty (30) day period, and this Lease shall be terminated and each party relieved of further liability to the other. If Lessor elects to replace, repair or restore the Premises, Lessor shall use diligence in making such restoration in a timely manner.

11. Alterations. There shall be no alteration or improvements whatsoever made to or upon the Premises by Tenant. Any improvements, betterments, and alterations shall, upon termination of this Lease, be and remain a part of the Premises and belong to Lessor as a further consideration for this Lease.

12. Liens. No liens shall be allowed to attach against the Premises for work performed for or contracted for by Tenant. Tenant shall have no authority, express or implied, to create any lien, charge or encumbrance, upon the Premises or the improvements thereon.

13. Taxes. Lessor agrees to pay the ad valorem taxes usually and generally assessed against the Premises, and Tenant agrees to pay all other taxes of every kind and nature including, but not limited to, personal property taxes, permits, licenses, etc., necessary and incidental to the operation of Tenant's business on the Premises.

14. Attorney Fees. Tenant shall pay all reasonable attorney's fees and expenses of Lessor incurred in enforcing any of the obligations of Tenant under this Lease.

15. Assignment. Tenant shall not assign or sublet the Premises, or any part thereof, without the prior written approval of Lessor.

16. Use. Tenant may use the Premises solely for the operation of Professional Office, and for no other use. Tenant acknowledges that Tenant's use is nonexclusive and other tenants, lessees, and occupants are permitted to offer the same or similar services. Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the Premises all municipal ordinances and state and federal laws now in force or which may hereafter be in force. Tenant shall not permit any business to be operated in or from the Premises by any concessionaire or licensee without the prior written consent of Lessor. No hazardous or combustible materials, including but not limited to canister propane, kerosene, butane or any other portable fuel system may be stored or used at the Premises. Tenant will be cognizant and courteous of other tenants. Tenant will not allow obnoxious noise or foul odor to emit from the Premises. If Tenant's business operated upon the Premises at any time jeopardizes the Lessor's Property and/or business, Lessor may at Lessor's option, terminate this Lease by notifying Tenant by written notice and Tenant shall vacate upon said notice. Tenant shall not smoke or allow tobacco or marijuana use of any kind on the Property. No animals or pets are allowed within the Premises or upon the Property. Tenant accepts the Premises subject to all zoning regulations and ordinances now or hereafter in force. Tenant accepts the Premises in their present condition and as suited for the use intended by Tenant. Outside storage and/or overnight parking is not permitted.

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17. Parking. Parking along front of buildings is for clients of tenants only.

18. Landlords's Lien. All property of Tenant which is now or hereafter may be at any time during the term of this Lease in or upon the Premises, whether exempt from execution or not, shall be bound and subject to a lien for the payment of the rent herein reserved, and for any damages arising from any breach by Tenant, defaults in the payment of rent, and such default continues for a period of five (5) days after written notice by Lessor to Tenant that Tenant is in default, the Lessor or assigns, may take possession of all such property, or any part thereof, and sell or cause the same to be sold at public or private sale with or without notice, to the highest bidder for cash, and apply the proceeds of such sale towards the cost thereof and then towards the debt and/or damages resulting from Tenant's breach, the remainder, if any, to be returned to Tenant. Lessor shall qualify as a purchaser at any such sale.

19. Insolvency. In the event of attempted assignment of this Lease to creditors, or the institution of bankruptcy, corporate reorganization, trustee or receivership proceedings involving Tenant, such events, or any one of them, shall forthwith and of themselves, at Lessor's option, cancel and void the Lease. Should Lessor exercise the option to cancel and void this Lease then possession of the Premises shall immediately pass to Lessor. Should Lessor exercise Lessor's option to recover possession of the Premises upon the occurrence of any one of such events, Lessor shall not be held to have waived Lessor's cause of action against Tenant for Tenant's failure to perform fully the terms of this Lease prior to such event.

20. Signs. Tenant will not place or maintain any sign or advertising matter or other thing of any kind, without Lessor's written approval. Tenant further agrees to maintain any such sign or advertising matter or other thing as may be approved in good condition and repair at all times. Tenant shall repair any damage caused thereby or resulting upon removal thereof. Signs are not permitted to be attached to any exterior or interior door.

21. Default. If Tenant fails to pay the rent as provided herein, or likewise fails to comply with the terms of this Lease, or if Tenant vacates or abandons the Premises during the term of this Lease, Lessor may at Lessor's option:

A. Declare this Lease terminated and re-enter and take possession of the Premises. Notice of such election and demand of possession is hereby expressly waived. Notice of a demand for payment of any rent past due is hereby expressly waived

B. Take possession of the Premises and re-let the Premises without notice to Tenant for the credit of Tenant, and such re-letting or attempted re-letting shall not constitute a surrender of this Lease, and Tenant shall pay all costs and expenses incurred in re-letting; or

C. Lessor may declare the total unpaid balance of rent to at once become due and payable, without notice, and if this Lease is placed in the hands of an attorney for collection, or for the purpose of obtaining possession, Tenant shall pay all expenses associated with collection of rent or other amounts due or payable by Tenant, including court costs and reasonable attorney's fee.

22. Month to Month Tenancy. In the event Tenant remains in possession of the Premises after the expiration of this Lease, or any renewal thereof, and without the execution of a new lease, Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month, and agrees to provide Lessor with a minimum of thirty (30) days advance notice to end said month-to-month tenancy, subject to all of the conditions, provisions and obligations of this Lease, insofar as the same are applicable to a month-to-month tenancy. Should Tenant remain in the Premises under a month to month tenancy after the expiration of the original lease term or any renewal or extension thereof, the monthly rental shall increase \$200.00 (Two Hundred Dollars) above the last agreed to monthly amount paid prior to month-to-month tenancy.

23. Removal of Property. Upon termination of this Lease, however brought about, in the event Tenant fails to remove all of Tenant's property including trash, junk and debris, as provided herein or fails to quit and surrender the Premises, then the rent hereunder shall be twice the monthly rent which would otherwise be payable by Tenant hereunder. Lessor may at Lessor's option remove the same in any manner that Lessor shall choose and store or dispose of such effects as Lessor determines without liability to the Tenant for loss thereof. Tenant agrees to pay the Lessor on demand any and all expenses incurred in such removal, including court costs and reasonable attorney's fees and storage charges on such effects for any length of time the same shall be in Lessor's possession, or Lessor may at Lessor's option without notice sell such effects or any part of the same at public or private sale and without legal process for such price as Lessor may obtain and apply the proceeds of such sale upon any amounts due under this Lease from Tenant to Lessor

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and upon the expense incident to the removal and sale of said effects. Lessor shall qualify as a purchaser at any such sale.

24. Time. Time is of the essence of the performance of the terms and conditions of this Lease and to the parties hereto.

25. Notice. Any notices or other communications required or permitted to be given herein shall be deemed to have been duly given if in writing and delivered personally or deposited in the United States mail, postpaid to Lessor at P.O. Box 721413, OKLA. CITY, OK. 73172, and to Tenant at the address of the Premises.

26. Lessor's Right to Relocate. Lessor, at Lessor's sole right and discretion, at any time during the term hereof, may relocate Tenant to comparable space (Replacement Space) elsewhere on the Property. Replacement Space shall be of approximately the same size and condition as the Premises. Lessor shall provide Tenant no less than thirty (30) days prior written notice to relocation and Lessor shall pay reasonable costs and expenses incurred as a result of such relocation of Tenant. Should Tenant refuse to permit Lessor to relocate Tenant to such replacement space, Lessor shall have the right to cancel and terminate this Agreement effective sixty (60) days from the date of original notification by Lessor and the rent shall be adjusted as of the time of termination and or Tenant's vacation of Premises. It is agreed that upon relocation of Tenant to such Replacement Space, this Agreement and each of its terms, covenants and conditions shall remain in full force and effect. Lessor and Tenant may enter into a written amendment of this Agreement with respect to relocation.

27. Quiet Possession. Tenant, upon paying the rentals and performing the covenants upon Tenant's part to be performed hereunder, shall and may peaceably and quietly have, hold and enjoy the Premises during the term.

28. Eminent Domain. If the whole or any part of the Premises shall be taken by virtue of eminent domain, then the term and all rights of Tenant hereunder shall immediately cease and terminate, and the rent shall be adjusted as of the time of termination. Tenant shall have no claim against Lessor for the value of the unexpired term hereof, and Tenant shall not be entitled to any part of the condemnation award. If any part of the Premises shall be so taken and the remaining part of the Premises (at the reconstruction of the then existing building and improvements) is reasonably suitable for Tenant's continued occupancy for the purposes and uses for which the Premises are leased, and Lessor elects, by notice to Tenant within thirty (30) days of such taking, to cause such reconstruction, this Lease shall, as to the part so taken, terminate as of the date that possession of such part is taken, and the rental shall be reduced in the same proportion that the floor area of the portion of the Premises so taken (less any additions to the Premises by reconstruction) bears to the original floor area of the Premises. In the event of such election, which shall be at Lessor's sole option, Lessor shall, at Lessor's own cost and expense, make all necessary repairs or alterations to the Premises so that the remaining Premises are reasonably suitable for Tenant's continued occupancy and for the conduct of the business of Tenant. During such period of repair and restoration, rental shall be abated on a proportionate basis as it would be if the Premises had been damaged or destroyed pursuant to the provisions of this Lease. Otherwise, if Lessor fails to exercise Lessor's option to restore the premises and continue this Lease, this Lease shall terminate on the date that the possession of the part of the Premises is taken by the condemning authority.

29. Disclosures. Tenant acknowledges that Brent Lowell and Reagan Lowell of Spring Creek Office Park, L.L.C., Lessor, are licensed Real Estate Brokers in the State of Oklahoma and are participating in this transaction for investment purposes. Tenant acknowledges that Brent Lowell and Reagan Lowell of Lowell Properties, Inc., Broker, are licensed Real Estate Brokers in the State of Oklahoma and are participating in this transaction for investment purposes.

30. Interest. In the event that Tenant fails to pay any taxes, insurance, repairs or maintenance required hereunder to be paid by Tenant, and such are paid by Lessor, then and in such event all such amounts so paid by Lessor shall bear interest at the rate of eighteen percent (18%) per annum from the date such payment is made by Lessor until paid by Tenant.

31. Waiver of Subrogation. Tenant agrees to look solely to the proceeds of his/her own insurer for indemnity against exposure for loss of property or business interruption. Tenant warrants that his/her/its property and business interruption insurers, if any, shall have no rights against Lessor by virtue of assignment, subrogation, agreement or otherwise.

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32. Applicable Law. This Lease shall be governed by, and construed under the laws of the State of Oklahoma.

33. Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

34. Complete agreement. The covenants and conditions herein contained are the full and complete terms of this Lease, and no amendments or modifications of the same shall be binding unless first reduced to writing and signed by both Lessor and Tenant.

35. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns dated as of the day and year first above written.

LESSOR: Spring Creek Office Park, L.L.C.
An Oklahoma Limited Liability Company

By 
Brent Lowell, Member

TENANT: D&A Worldwide Inc LLC
An Oklahoma Limited Liability Company


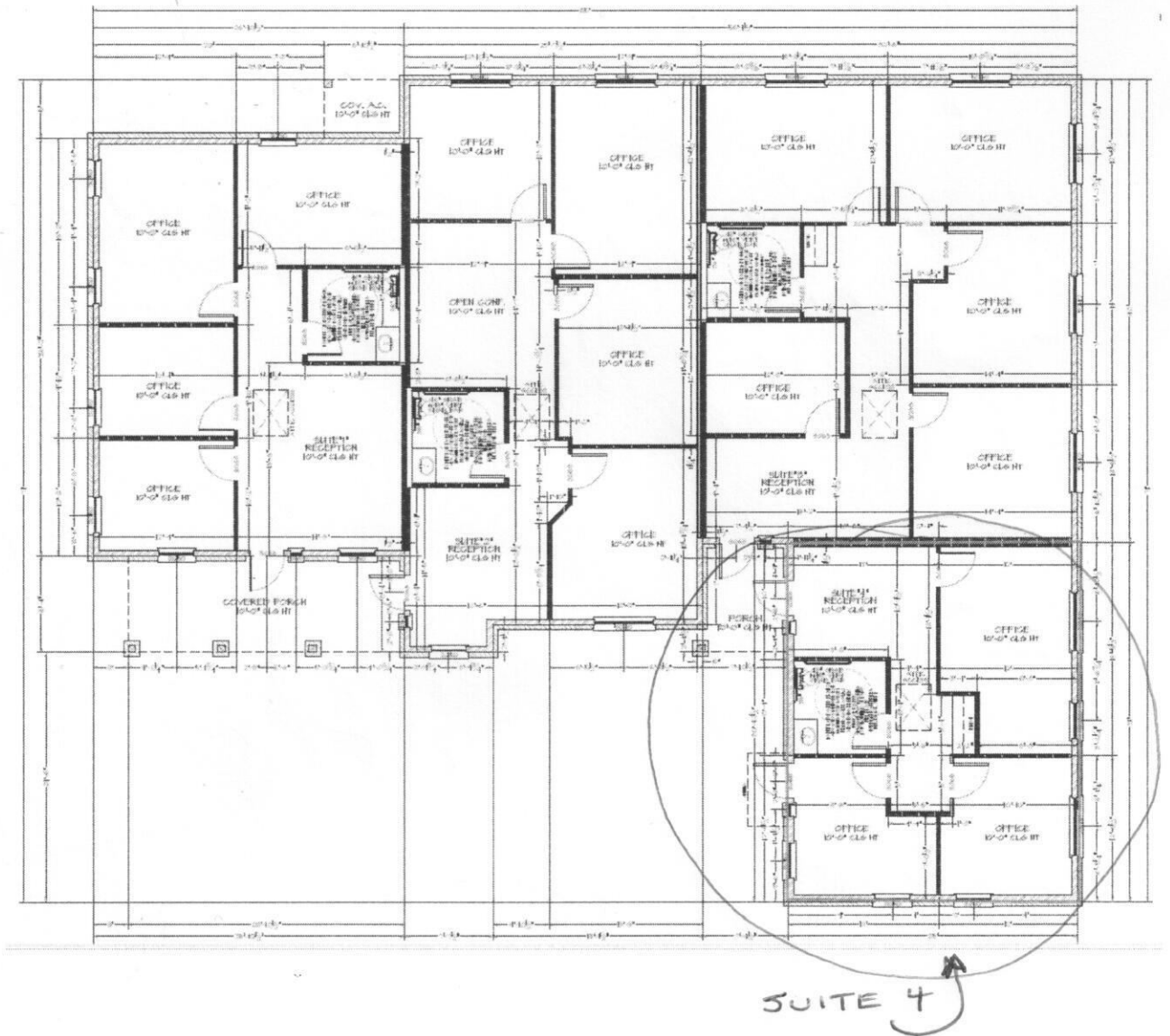
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Exhibit "A"



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