

## INTERTECH PARK LEASE AGREEMENT

This Lease Agreement (the "Agreement" or "Lease") was entered into as of the last party signing date as indicated below by and between the **BRF** (as Lessor, hereafter referred to as the "Foundation"), a Louisiana nonprofit corporation, having mailing address of 2031 Kings Highway, Shreveport, Louisiana 71133-8050, and City of Shreveport (as Lessee, hereafter referred to as the "Tenant"), having its mailing address of 505 Travis St, Shreveport LA 71101

The parties hereby agree as follows:

1. Description of Leased Space. Foundation leases to Tenant, **Suites 102 and 111** at 2031 Kings Highway Shreveport LA 71103 containing approximately 11,525 square feet (the "Occupied Square Feet").

2. Term. Unless earlier terminated as provided herein, the initial term of this Agreement shall commence on 12-01-2024 (the "Commencement Date") and terminate at 5:00 p.m. on 11-30-2027 (the "Initial Term") unless otherwise terminated for cause, terminated upon mutual consent, or extended upon mutual consent. If sixty (60) days written notice to terminate lease is not provided by either party prior to the end of the Initial Term, lease will renew on a - Monthly basis under the same terms and conditions set forth herein.

3. Base Rent. The Base Rent shall be \$ 20,186.49 per month (the "Base Rent"), due and payable on or before the first day of each month of the Initial Term of the Lease. A ten percent (10%) late fee shall be assessed if Base Rent is not paid before the fifth (5<sup>th</sup>) day of each month of the term of the Lease. After the Initial Term the Base Rent will be adjusted periodically for changes in the Consumer Price Index as provided in Section 4 below. In addition to the Leased Space, the following is included in the Tenant's Base Rent:

- a. Use of any furniture, if any is provided in the sole and absolute discretion of the Foundation, on an "as-is" basis.
- b. Parking in the south lot.
- c. Reasonable utilities (any expected non routine utility usage must be reported and will be billed to the Tenant), and routine lawn maintenance.
- d. Access to general reception services and common areas provided for the other tenants in the normal course of operations. Tenant hereby waives any and all claims against Lessor or any of its employees, contractors, or agents, relating to Lessor, or any of its employees, contractors, or agents providing any of the InterTech Park Tenant Services.

4. CPI Adjustment. After the Initial Term, the initial Base Rent shall be adjusted on each annual anniversary of the date the lease converted to monthly by a percentage equal to the Consumer Price Index Percentage published by the United States Bureau of Labor Statistics of the United States Department of Labor for Shreveport, Louisiana. Comparisons shall be made using the index entitled U.S. City Average – All Items and Major Group Figures for All Urban Consumers (1982-84 = 100), or the nearest comparable data on changes in the cost of living if such index is no longer published. The CPI used will be the most recent available CPI published as of the first day of the first month of a new lease period, calculated from the beginning of the Initial Term.

5. Additional Service Charges. In addition to Base Rent, Foundation will bill, and Tenant shall pay to Foundation on or before the date the next month's Base Rent is due, an amount charged for InterTech Park tenant services, ***to the extent Tenant determines, in its sole discretion, it wishes to use these services offered by Foundation and these services are actually utilized*** by the Tenant ("Additional Rent").

6.

7. Property Taxes: If the Leased Space, or any part thereof, or movable property in the Leased Space, or any part thereof (collectively, “Independently Taxable Property”) are placed on the tax rolls of Caddo Parish, Louisiana, the City of Shreveport or any other taxing authority, all ad valorem taxes and any other taxes which become payable because of the Independently Taxable Property being placed on the aforementioned tax rolls, or any of them, all such taxes shall be the sole responsibility of and shall be paid by Tenant as and when those taxes become due.

8. Use of Premises. Tenant shall use the Leased Space solely for office functions and business related to the conduct of its business, including activities consistent with law enforcement functions. Tenant is permitted to store and maintain ammunition in a manner compliant with all applicable laws, regulations, and safety standards, provided such storage does not unreasonably interfere with the normal use or occupancy of the Leased Space or the building.

9. Governmental Requirements, Environmental Law Compliance, and Use and Storage of Hazardous Materials.

- a) Foundation and Tenant acknowledge that there are certain federal, state and local laws, regulations and guidelines now in effect, and that additional laws, regulations and guidelines may hereafter be enacted, relating to or affecting the use of the Leased Space, the building, its contents and the parcel of land on which the building is located (collectively referred to as the “Property”), and concerning the impact on the environment of construction, land use, maintenance and operation of structures, and the conduct of activities.
- b) Tenant shall obtain, at its own expense, all required licenses or permits for the conduct of its business in the Leased Space, and Foundation will join with Tenant, when necessary and at Tenant’s expense, in applying for all such licenses or permits. Tenant shall, on Foundation’s request, provide proof that all required licenses and permits have been obtained.
- c) Tenant agrees to promptly comply, at its own expense, with all requirements of any legally constituted public authority now or hereafter put into effect with respect to use and occupancy of the Leased Space, including, but not limited to, all health, safety and fire codes and regulations of the United States, the State of Louisiana, Caddo Parish and the City of Shreveport.
- d) Tenant agrees not to use or store Hazardous Materials (as defined in paragraph (h) below) on the Property.
- e) Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept or used by Tenant, its agents, employees, contractors or invitees on or about the Property, in violation of this Agreement or applicable law. If Tenant breaches the obligation stated in the preceding sentence or in the preceding Section 9(b), Section 9(c), or Section 9(d), or if, due to the negligence, fault or intentional misconduct of Tenant, its agents, employees, contractors or invitees, Hazardous Materials contaminate the Property, or any other property, Tenant shall indemnify, defend and hold the Foundation, its officers, directors, employees, agents and contractors harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Property, damages arising from any adverse impact on marketing of space in or on the Property or any adjacent property, and sums paid in settlement of claims, attorneys’ fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination or any breach of the preceding Section 9(b), Section 9(c), or Section 9(d). This indemnification of the Foundation by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any

federal, state or local governmental agency or political subdivision because of Hazardous Materials present in the air, soil or ground water above, on or under the Property. Without limiting the foregoing, if the presence of any Hazardous Materials on the Property or any other property, caused or permitted by Tenant, results in any contamination of the Property, or any other property, upon written request of the Foundation, Tenant, at its sole expense, shall promptly take all actions as are necessary to return the Property, or any other property, to the condition existing prior to the time of such contamination.

- f) The Foundation shall have the right at any time, and as many times as it deems necessary, to conduct appropriate tests of the Leased Space at the cost of the Tenant to determine if contamination by Hazardous Materials has occurred, regardless of the agent responsible for causing the contamination.
- g) Tenant agrees to periodic safety inspections provided by the Foundation and its agents.
- h) As used herein, the term "Hazardous Materials" includes radiation producing devices and radioactive materials and further means any hazardous or toxic substance, material or waste which is or becomes regulated by any agency, department, commission, or other federal, state or local governmental or regulatory authority having or claiming jurisdiction over the Property or the conduct of Tenant's business therein (a "Governmental Agency") including, without limitation, any material or substance which is: (i) now or at any time hereafter defined as or declared to be "hazardous," "toxic," or any other word, phrase or term intended to denote materials and/or substances which are considered to be health risks, which are not to be released into the environment or the use, storage and disposal of which are regulated by any Governmental Agency, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et. seq. (42 U.S.C. Section 6903) or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq.

10. Restrictions on Use.

- a) Tenant shall not use or allow the use of the Common or Leased Space, or bring or keep anything in or on the Property, Common, or Leased Space, not contemplated by the provisions of this Agreement that will increase the risks covered by insurance on the Leased Space and result in an increase in the rate of insurance or in a cancellation of any insurance policy, even if the use may be in furtherance of Tenant's business purposes.
- b) Tenant shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the Leased Space or any law or regulation affecting the occupancy and use of the Leased Space.
- c) Tenant shall not use, or allow the Leased Space to be used, for any illegal or immoral purpose.
- d) Smoking, which includes all forms of smokable products, vaporizers, vapes, or other devices is strictly prohibited within all areas of the building. There is a single designated area on the east side of the property for this activity.

11. Delivery, Acceptance, and Surrender of Leased Space. Foundation represents that the Leased Space will be in good, sanitary, and tenantable condition for use by Tenant. At the expiration of this Agreement, Tenant shall surrender the Leased Space in the same condition as when Tenant took possession, allowing for reasonable use and wear by Tenant and its employees, guests and invitees.

Before surrendering the Leased Space, Tenant shall remove all items of personal property placed on the Leased Space by Tenant and restore the portion of the Leased Space on which they were placed in the same condition as when the Leased Space was delivered to Tenant.

12. Building Maintenance. Foundation will maintain the exterior of the building, including landscaping, the plumbing, heating and air conditioning systems, and other interior common areas used by the Tenant, except where maintenance is necessitated by the misuse or neglect of Tenant, its guests or invitees, in which case such maintenance shall be performed by Foundation at Tenant's sole cost and expense and Foundation shall be reimbursed therefor upon demand. Tenant shall be responsible for maintenance on any specialized equipment installed for its sole use. Foundation shall not be liable for any interruption or stoppage of building utilities or other services caused by mechanical breakdown, repair of equipment, accident, restrictions on the use of energy, unusual weather conditions, labor problems, unavailability of material, or other circumstances beyond the control of Foundation or not caused by the Foundation or its employees, contractors or agents. Foundation shall have the right to bill Tenant for any increased maintenance to foundation assets that arise from Tenant's equipment or activities.

13. Construction, Alterations, Additions, and Improvements.

- a) Tenant acknowledges that upon occupancy under the terms of this Agreement, it has evaluated the Leased Space utility and service capacities and suite configuration and found them suitable and sufficient to conduct its business as identified in this Agreement, and that it is solely responsible for acquiring any required municipal or other permits required for its operation
- b) After occupancy, the Tenant may, at its expense, construct or cause to be constructed during occupancy, any further alterations, additions and improvements in the Leased Space, including but not limited to utility and HVAC upgrades, interior partitions, additional lighting fixtures, wall and floor coverings, painting, and other interior decoration needed to make the Leased Space further suitable for Tenant's use. All such alterations, additions and improvements shall be subject to Foundation's approval, which approval shall be granted in the Foundation's sole and absolute discretion. The following conditions with respect to alterations, additions, or improvements by Tenant shall be observed:
  - a. Before commencement of any work, all plans and specifications shall be submitted to Foundation for approval and shall be filed with and approved by all governmental authorities having jurisdiction and by any public utility company having an interest therein. All work done by or for Tenant on the Leased Space shall be in conformity with all laws and regulations.
  - b. Before commencing any work on the Leased Space, Tenant shall pay to Foundation the amount of any increase in premiums on insurance policies maintained by the Foundation for the building because of endorsements to be made covering the risk during the course of the work. If the estimated cost of the work shall exceed \$5,000.00, Tenant shall, at its own cost, furnish Foundation with performance and payment bonds underwritten by a surety acceptable to Foundation in an amount equal to the estimated cost of the work, to guarantee the completion of the work, free and clear of all liens, encumbrances, and security interests, according to the approved plans and specifications.
  - c. All alterations, additions, and improvements in the Leased Space, except unattached movable fixtures and equipment purchased by the Tenant and not provided by the Foundation, shall become part of the Leased Space and the sole property of Foundation, unless Foundation notifies Tenant to restore the Leased Space or the specific portions designated by Foundation to the same condition in

which they were at the time of delivery of the Leased Space to Tenant, at the expense of Tenant and prior to the termination of this Agreement.

14. Destruction of Leased Space.

- a) If the building should be totally destroyed by fire, earthquake, or other cause to such an extent that it cannot be rebuilt or repaired within two (2) months after the date of such destruction, this Agreement shall be terminated effective as of the date of such destruction.
- b) If the building should be partially damaged by fire, earthquake, or other cause, but only to such an extent that it cannot be rebuilt or repaired within two (2) months after the date of such damage the Foundation may terminate this Agreement or restore the building to tenantable conditions, at the Foundation's sole option. If the Foundation elects to terminate this Agreement, it shall notify Tenant within ten (10) days of the occurrence of the damage. If Foundation intends to rebuild or repair the building, Foundation shall, within ten (10) days after the date of the damage, give written notice to Tenant of the intention to rebuild or repair and shall proceed with reasonable diligence to restore the building to substantially the same condition in which it was immediately prior to the damage. However, Foundation shall not be required to rebuild, repair, or replace any improvements or alterations made by Tenant within the Leased Space. During the period of rebuilding or repairing, rent shall be reduced proportionately to the extent to which the repair operations interfere with the use of the Leased Space by Tenant. If, after rebuilding or repairing has commenced, the rebuilding or repairing cannot be completed within two (2) months after the date of the occurrence of the damage, Foundation may either terminate this Agreement or continue with a proportional rent reduction to Tenant until the Leased Space is restored to substantially the same condition it was in before the damage occurred.

15. Insurance.

- a) Tenant shall, at its cost, maintain comprehensive liability insurance, including public liability and property damage, insuring Tenant and Foundation for at least \$2,000,000.00 per incident, \$2,000,000.00 General Aggregate. It is the Tenant's sole responsibility to provide insurance for property damage in an amount sufficient, in Tenant's sole discretion, to adequately insure Tenant's property located in the Leased Space. Foundation shall be an additional insured under the comprehensive general liability policy. A copy of the certificate of insurance shall be provided to Foundation contemporaneously with the execution of this Agreement. Tenant shall provide a written stipulation from insurers to notify Foundation in writing at least thirty (30) days prior to modification, cancellation or refusal to renew any policy. If the insurance is not kept in force during the Term of this Agreement or an extension of this Agreement, upon Notice, as described in Section 37, to Tenant, Foundation may procure the necessary insurance and pay the premium for it, and the premium shall be repaid by Tenant to Foundation as an Additional Rent installment for the month following the date on which the premiums were paid by Foundation.
- b) Each of the parties hereto hereby releases the other, to the extent of the releasing party's actual recovery under its insurance policies, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, its agents or employees; *provided, however*, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect said policy or the right of the insured to recover thereunder. If any policy does not provide for such a waiver, Tenant agrees to obtain an endorsement to the aforesaid policies covering the Leased Space and to all of its other insurance policies permitting such a waiver of subrogation and to pay the amount of any additional premium charged for such endorsement

- c) Tenant agrees to clearly and concisely describe its business operations related to any aspect that could affect or alter Foundation insurance requirements, coverage types, or coverage amounts.

16. Non-liability of Foundation for Damages. To the extent caused by Tenant, its agents and affiliates, the Foundation, its subsidiaries and affiliates, and any officer, director, employee, or any agent of Foundation or its affiliates, subsidiaries, successors or assigns (collectively, the "Foundation Released Parties") shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the Leased Space by Tenant, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the Leased Space and including claims related to fire, burglary, theft or damage by flooding.

17. Indemnification. Except to the extent resulting from the gross negligence or willful misconduct of Foundation or any Foundation Party, Tenant shall indemnify, defend, and hold Foundation harmless from and against any and all claims, losses, costs, liabilities, damages, and expenses, including penalties, fines, and reasonable attorneys' fees, incurred in connection with or arising directly or indirectly from: (a) any breach or default by Tenant in the performance of any of its obligations under this Lease; any accident, injury, or damage to persons or damage to property occurring within the Leased Space; or (b) the use or occupancy of the Leased Space by Tenant, any Tenant Parties, or any person occupying the Leased Space through Tenant.

18. Entry of Leased Space by Foundation. Foundation or its agent shall have the right, with reasonable notice, to enter the Leased Space at all hours to inspect it, perform required maintenance and repairs, or make additions, alterations, or modifications to any part of the building in which the Leased Space is located. Foundation may erect the necessary structures, post relevant notices, and place movable equipment in the Leased Space in connection with the making of such additions, alterations, or modifications, without liability to Tenant for disturbance of the quiet enjoyment of the Leased Space or for loss of use or profits. Foundation may also enter the Leased Space for the purpose of performing, at Tenant's expense, repair and maintenance work that Tenant is obliged to render under this Agreement, but which Tenant fails to do after ten (10) days written notice.

19. Tenant's Option to Relocate. Provided tenant is not in default under any provision of this Lease, and subject to availability, Foundation grants Tenant a right, at Tenant's expense, to relocate to another space in the building or other property owned by Foundation of equal or greater Rentable Square Feet (the "Relocation Area"). If tenant exercises right to relocate, the parties shall execute an amendment to the Lease to confirm the new calculation of the Base Rent.

20. Assignment and Sublease.

- a) Tenant shall not assign or sublease the Leased Space, or any right or privilege connected therewith, or allow any other person except its employees and agents to occupy the whole or any part of the Leased Space without the prior, express, written consent of Foundation, which consent may be withheld by Foundation in its sole and absolute discretion. A consent by Foundation shall not be consent to a subsequent assignment, sublease, or occupation by other persons and shall not release Tenant of its obligations hereunder. Any unauthorized assignment, sublease, or consent to occupy by Tenant shall be void, and shall, at the option of Foundation, terminate this Agreement.
- b) This Agreement, or any interest of Tenant in this Agreement, is not assignable by operation of law without the prior, express, and written consent of the Foundation.

21. Sale Of Property Leased. In the event Foundation sells, assigns, or otherwise conveys the Leased Space and the receiving party expressly agrees to assume all of the Foundation's obligations under the Agreement, Foundation shall be released from any liability arising or accruing thereafter based on any of the terms of this Agreement. Tenant shall deal solely with Foundation's successor, assignee, or

transferee thereafter. Any security deposit held by Foundation shall be transferred to Foundation's successor, assignee, or transferee and Foundation shall be discharged from any further liability with respect to it.

22. Holdover. In the event Foundation sends notice to Tenant that this Agreement will be cancelled as set forth in this Agreement and Tenant holds over the whole or any part of the Leased Space after the elapse of the time period set forth in Section 2, without Foundation's prior, express, and written consent, the monthly rental fee will be the Base Rent plus 25%.

23. Breach of Agreement. The following shall be deemed to constitute a breach of the terms of this Agreement:

- a) The failure by Tenant to pay any undisputed amount of money due under this Agreement after the applicable time period for payment as set forth in this Agreement;
- b) The failure by Tenant to comply with any other material provision or condition of this Agreement; or
- c) The abandonment by Tenant of the whole or any substantial part of the Leased Space.

24. Remedies of Foundation for Breach by Tenant. In the event Tenant breaches this Agreement, upon written notice to Tenant and the elapse of thirty (30) days for Tenant to cure said breach, if the breach remains uncured Foundation shall, in addition to other rights and remedies provided for herein or by law, have the following remedies:

- a) Foundation may reenter the Leased Space immediately and remove all the property of Tenant, store such property in a public warehouse or at any other place selected by Foundation, all at the expense of Tenant. Reentry by Foundation shall not by itself result in termination of this Agreement, unless Foundation gives written notice to that effect.
- b) After reentry, Foundation will in good faith attempt to relet the whole or any part of the Leased Space for any term, at such rent and on such terms as similar to or better than that of Tenant, for Tenant's account. Foundation may make such alterations and repairs to the Leased Space as may be reasonably necessary or required. The duties and liabilities of the parties upon such reletting are as follows:
  - (i) In addition to Tenant's liability to Foundation for breach of this Agreement, Tenant shall be liable for all direct expenses of the reletting, including, without limitation, broker's commissions, expenses of alteration and repairs, and all other reasonable direct expenses of Foundation. Tenant shall repay to Foundation such expenses on the dates the rent is due as provided in this Agreement, minus the rent received by Foundation from reletting.
  - (ii) Foundation shall apply the rent received from reletting the premises as follows: (i) to reduce Tenant's indebtedness to Foundation under this Agreement, not including indebtedness for rent, (ii) to cover expenses of the reletting, alterations and repairs made, (iii) to cover the rent due under this Agreement, or (iv) to the payment of future rent under this Agreement as it becomes due.
- c) Foundation may terminate this Agreement on giving thirty (30) days' written notice of termination to Tenant and said breach remains uncured at the expiration of said 30-day period. Upon termination of this Agreement, Foundation may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Leased Space, the unpaid rent that had been earned at the time of the termination of

this Agreement. Foundation may accelerate all rents and other amounts due and owing under this Lease upon breach by Tenant and, as a result, all such amounts owed by Tenant shall be immediately due and payable from Tenant to Foundation.

25. Rules and Regulations. The rules and regulations of the building currently in force, and all those changes to those rules and regulations that may be adopted by Foundation from time to time, are made a part of this Agreement.

26. Subordination. This Agreement, and all rights of Tenant under this Agreement, shall be subject and subordinate to the liens of any and all mortgages or deeds of trust that now exist or may hereafter be executed or amended affecting the Leased Space, the building, or the land upon which the building is situated. Tenant agrees to execute and deliver to Foundation, on demand, and without any expense to Foundation, any and all instruments that may be necessary or proper to subordinate this Agreement. If Tenant fails to do so, Foundation, in addition to any other remedies available, may execute, acknowledge, and deliver all such instruments as Tenant's attorney in fact and in Tenant's name. Tenant hereby irrevocably constitutes and appoints Foundation, its successors and assigns, as Tenant's attorney in fact for that purpose.

27. Expropriation. Expropriation proceedings resulting in the expropriation of the entire building, including the Leased Space, shall terminate this Agreement as of the date of the physical taking of the Leased Space. All awards for damages to the respective interests of Foundation and Tenant shall be paid to Foundation, except for specific items of damages that under the law must be paid to Tenant.

28. Governing Law. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Louisiana.

29. Venue of Actions. Any action or judicial proceeding involving this Agreement may be brought only in the courts of the Parish of Caddo, State of Louisiana or in the District Court for the Western District of Louisiana.

30. Severability. If any provision of this Agreement is invalid or unenforceable to any extent, then that provision and the remainder of this Agreement shall remain enforceable to the fullest extent permitted by law.

31. Attorneys' Fees. In the event of any judicial proceeding in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs from the defeated party, as fixed by the court.

32. Waiver. The pursuit or lack of pursuit, by Foundation of any of the remedies provided for in any section of this Agreement shall not constitute a waiver of any of the remedies available to Foundation in any other section or under the law or in equity. A waiver by Foundation of any breach of this Agreement shall not constitute a waiver of any other breach. Forbearance or omission by Foundation in enforcing any of its remedies upon Tenant's breach shall not constitute a waiver of any of its remedies.

33. Entire Agreement. This Agreement constitutes the entire agreement between Foundation and Tenant relating to the subject of this Agreement and supersedes any and all previous negotiations and communications, oral or written, between the parties with respect to this Agreement. There are no representations or warranties, express or implied, between Foundation and Tenant with respect to the subject matter of this Agreement, except those specified in this Agreement. The undersigned officers for the Foundation and Tenant represent that as of execution of this Lease they have all requisite authority to enter into the Lease on behalf of the respective parties and that they are fully authorized to execute this Lease as the voluntary act and deed of Landlord and Tenant.

34. Amendment. This Agreement can only be amended by a written agreement signed by each party or an authorized representative of each party.

35. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one instrument and the same agreement, and in making proof of this Agreement, it shall never be necessary to produce or account for more than one such counterpart. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

36. Paragraph Headings. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

37. Notices. Any notice required under this Agreement must be given in writing by registered or certified mail and mailed to Foundation and Tenant at the addresses set forth above. Mailing the notice properly addressed, with proper postage affixed, shall constitute full compliance with the requirements of notice.

38. Consent. Any consent required under this Agreement must be given in writing.

39. Parties Advised to have Separate Counsel's Review. Tenant hereby confirms and acknowledges that it has been advised to seek separate counsel and further confirms and acknowledges that Wiener, Weiss & Madison, APC only represents the Lessor, and not the Tenant, in connection with this Lease.

40. Survival. All of Tenant's obligations under this Lease, other than the obligation to pay Base Rent or Additional Rent when Tenant no longer occupies the Leased Space and was not in default under this Lease upon expiration or termination of this Agreement, shall survive the expiration or earlier termination of the Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated below.

Tenant:

\_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Foundation:

**BRF**

Signed: \_\_\_\_\_

Printed Name: Brad Schmidt

Its: Executive Director Intertech Park

Date: \_\_\_\_\_