

LICENSE AGREEMENT FOR EVENT SPACE

This LICENSE AGREEMENT FOR EVENT SPACE (this "**License Agreement**"), made as of the _____ day of _____, 20____, is between IVY LANE STUDIOS, LLC, an Oklahoma limited liability company, having its principal office at 1832 W. Main St., Ste. 100, Norman, OK 73069 ("**Licensor**"), and _____, with an address of _____ ("**Licensee**").

WHEREAS, Ace Building, LLC, an Oklahoma limited liability company, is the fee owner of the property located at 1832 W. Main St., Norman, OK 73069 (the "**Property**");

WHEREAS, Licensor has the unencumbered and absolute right to use and license the Licensed Area (defined below) contained within the Property for Licensee's uses contemplated herein; and

WHEREAS, the parties desire by this License Agreement to provide for the licensing by Licensor to Licensee of the right to use and occupy a portion of the Property, as more particularly labeled "STE. 100" in **Exhibit A** attached hereto and made a part hereof (the "**Licensed Area**"). For clarification, the cross-hatched area on **Exhibit A** is not part of the Licensed Area.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **License.** Licensor hereby grants to Licensee, and Licensee hereby accepts, a license (the "**License**") to use and occupy the Licensed Area for the purposes hereafter provided for the License Period (as defined in Section 2). Licensee and its employees, agents and invitees are, except as otherwise specifically provided in this License Agreement, authorized to use (for their intended purpose) parking areas about and appurtenant to the Property which are used in common with others (collectively, the "**Common Areas**"). Licensee and its employees, agents and invitees are specifically authorized to park in the areas identified as "Available Parking" on the attached **Exhibit B**. Licensee agrees that it will not interfere with existing tenant parking and shall ensure that its employees, agents and invitees comply with the entirety of this License Agreement. The parties do not intend to create and absolutely agree they are not creating a lease or any other interest in real property for Licensee through this License Agreement or otherwise, and the parties only intend to create a license that is revocable at will by either Licensor or Licensee as provided herein.

Without additional charge, during the License Period, Licensee shall have the right to use Licensor's furniture, fixtures, props, and furnishings as may be located in the Licensed Area ("**Licensor's Personal Property**"), to be returned to Licensor and/or left at the Licensed Area on the termination of the License Period pursuant to the terms and conditions of this License Agreement. Throughout the License Period, Licensee shall take good care of the Licensed Area and the Licensor's Personal Property.

Licensee has inspected the Licensed Area and agrees to accept the Licensed Area and Licensor's Personal Property "AS-IS", "WHERE-AS" and "WITH ALL FAULTS" on the date hereof. LICENSOR AND ACE BUILDING, LLC, DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LICENSE AGREEMENT, THE LICENSED AREA, THE LICENSOR'S PERSONAL PROPERTY, OR THE PROPERTY OR THE REAL PROPERTY OR

PROPERTY INTERESTS, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. License Period. The "**License Period**" for the Licensed Area shall commence on the ____ day of _____, 20____, at _____ .m. (the "**Commencement Time**"), and subject to sooner termination as hereafter provided, shall expire on _____ at _____ .m (the "**Expiration Time**"). Notwithstanding the foregoing, this License Agreement shall be revocable by either party at any time before the Commencement Time; provided that the terminating party delivers to the non-terminating party five (5) days' prior written notice of its election to terminate. The termination notice shall state the date of termination and shall be sent in accordance with the notice requirements of this License Agreement.

3. License Fee. Licensee shall pay a license fee (the "**License Fee**") for the Licensed Area in the total amount of \$ _____. The License Fee shall be payable by Licensee to Licensor in advance, and shall be made payable to Licensor in United States dollars and delivered to Licensor at the address specified herein or such other address as Licensor may designate by written notice from time to time.

4. Use. The Licensed Area shall be used for:

and for no other purpose except as may be agreed upon by Licensor in writing in its sole and absolute discretion.

5. Compliance with Laws and Regulations.

(a) Licensee shall promptly comply with all present and future:

(i) rules and regulations published by the Licensor (if any) including, without limitation, regulations applicable to use, storage and disposal of hazardous substances and waste and other environmental matters, security policies and procedures, which have been published from time to time with respect to the use of and access to the Licensed Area; and

(ii) applicable laws and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law (collectively, "**Laws**") having jurisdiction which shall impose any obligation or duty upon Licensor or Licensee with respect to the Licensed Area. In addition, Licensee agrees to cooperate with Licensor and do all things reasonably necessary for Licensor to comply with Laws.

(b) To the extent Licensee is not required to comply with any Laws pursuant to subparagraph (a) above, Licensor shall comply with such Laws applicable to the Licensed Area.

6. Access. Licensee, its employees, contractors and agents shall have the right of access to the Licensed Area and Common Areas during the License Period; provided, Licensee, its employees, contractors and agents shall not have access at any time other than the License Period unless Licensee receives prior written authorization from Licensor.

7. Repairs. Throughout the License Period, Licensee shall take good care of the Licensed Area and the furniture, furnishings, fixtures, and appurtenances therein. Licensee shall be responsible for the cost to repair any damage to the Licensed Area and Common Areas other than damage from the elements, fire or other casualty to the Property, or from the gross negligence or intentional misconduct of Licensor, or its agents or employees. The repair obligations outlined herein shall survive any cancellation, expiration or termination, for any reason, of this License Agreement.

8. Damage and Destruction. Licensee shall be financially responsible to Licensor and Ace Building, LLC, and their respective agents, contractors, tenants, or other invitees in the event of any damage to or theft or loss of any equipment or property of the other party and the party incurring such damage, theft, or loss shall look to its own insurance coverage (and to any self-insured portion of the damage, theft, or loss), if any, for recovery in the event of any such damage, theft, or loss.

9. Indemnification. Licensee agrees to indemnify, defend and hold harmless Licensor and Ace Building, LLC, and their members, managers, employees, and agents, from and against any and all damages, liabilities, actions, suits, claims, costs (including reasonable attorney fees), penalties, and/or expenses arising out of or in connection with, in whole or in part, directly or indirectly: (a) the occupancy or use of the Licensed Area, the Common Areas, sidewalks, and other appurtenances to the Licensed Area, by Licensee, its employees, agents, service providers, or invitees; or (b) any acts, errors, violations of Laws, or omissions on the part of Licensee, its officers, managers, shareholders, members, partners, affiliates, employees, agents, including without limitation, its service providers. This section shall survive termination of this agreement.

10. Assignment or Sublicensing. The license granted hereby is personal to Licensee and shall not be assigned, nor shall Licensee sublicense or otherwise permit or suffer the occupancy of the Licensed Area by any third party without the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion.

11. Alteration; Restoration. Licensee may not make any alterations, installations, additions, or improvements in or to the Licensed Area without the prior written consent of Licensor, which consent may be withheld or conditioned in Licensor's sole and absolute discretion. Any signage to be used by Licensee with respect to the Licensed Area must be approved in writing by Licensor, which approval may be withheld or conditioned in Licensor's sole and absolute discretion. If Licensor's consent is given, Licensor shall simultaneously notify Licensee if any alteration must be removed and the affected Licensed Area restored, at Licensee's sole cost and expense, before the Expiration Time or sooner termination of the License Period. In the absence of any such notice, any permitted alteration must be removed and the affected Licensed Area restored, at Licensee's sole cost and expense, when this License Agreement terminates.

12. Default. If either party defaults in the performance of any of its obligations hereunder, the non-defaulting party shall have the right to terminate this License Agreement and pursue any other remedies available at law or in equity, except as limited in Section 13 hereof.

13. Limitation of Liability.

Licensee agrees that none of the managers, members, employees of Licensor or Ace Building, LLC, or any of their respective agents shall have any personal obligation hereunder and that

Licensee shall not seek to assert any claim or enforce any of their rights hereunder against any of such parties. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE AGREEMENT, IN NO EVENT SHALL LICENSOR OR ACE BUILDING, LLC, BE LIABLE TO LICENSEE OR ITS EMPLOYEES, AGENTS, OR INVITEES FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

14. Notices.

(a) Any notice, demand, request, or other communication hereunder shall be in writing. Communications may be delivered and shall be deemed to have been given by the delivering party and received by the receiving party: (i) when delivered by hand; (ii) one day after deposit with a nationally recognized overnight courier or delivery service if sent priority overnight delivery; (iii) on the third day after the date mailed by certified or registered mail (in each case, return receipt requested and postage prepaid; or (iv) on the date sent with confirmation of transmission by facsimile or electronic mail, if such contact information has been given to the other party, if sent during normal business hours of the recipient, and if also transmitted by one of the other means permitted hereunder.

(b) Any notice, demand, request, or communication by Licensor to Licensee shall be addressed to Licensee at its address stated in the preamble hereto.

(c) Any notice, demand, request, or communication by Licensee to Licensor shall be addressed to Licensor at its address stated in the preamble hereto, Attention: Allison F. Morain, Manager, unless otherwise directed in writing by Licensor by notice similarly given.

(d) Rejection or other refusal to accept, or the inability to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice, demand, request, or communication sent.

15. Surrender. On or before the Expiration Time or sooner termination of the License Period for the Licensed Area, Licensee shall: (a) vacate and surrender full and complete possession of the Licensed Area to Licensor, vacant and broom cleaned, in its "as-is" condition and state of repair, subject only to: (i) reasonable wear and tear; (ii) damage by the elements, fire, or other casualty (unless such damage is caused by the negligence or wrongful act of Licensee, its employees or agents; and (iii) damage caused by the gross negligence or wrongful act of Licensor; (b) remove all furniture, electronic equipment, computers, and other personal property and furnishings from the Licensed Area which are owned or leased by Licensee; and (c) leave in place all of Licensor's Personal Property in its substantially similar condition as at the Commencement Time (reasonable wear and tear excepted). Licensee shall only be required to restore, alter, or improve the Licensed Area as specifically set forth in this License Agreement. The surrender obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this License Agreement

16. Subordination. This License Agreement and the license granted herein are subject and subordinate to all ground and underlying leases affecting the Property or the real property, and to all mortgages which may now or hereafter affect such leases, the Property or the real property.

17. Inability to Perform. Neither party shall be responsible for delays in the performance of its obligations caused by events beyond the party's reasonable control, including, but not limited to: (a) acts of God; (b) flood, fire, earthquake, tornados, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; and (d) national or regional emergency.

18. Conduct and Noise. Smoking in the Licensed Area or in or within twenty-five (25) feet of the Property, loitering, disparaging remarks, physical violence, or illegal activities is not permitted and will not be tolerated. Licensee acknowledges that the Property and Licensed Area are located near residential areas and therefore agrees to control the noise level such that it shall not create a disturbance. If Licensor reasonably determines that the noise level is excessive, upon request by Licensor, Licensee shall immediately reduce the volume. Conduct deemed disorderly or noise levels deemed excessive, at the sole discretion of Licensor, shall be grounds for immediate expulsion from the Property and Licensed Area and the termination/conclusion of the License. In such event, Licensee shall not be entitled to any refund of the License Fee.

19. Miscellaneous.

(a) **Counterparts**. This License Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(b) **Governing Law and Venue**. This License Agreement shall be governed by and construed in accordance with the laws of the state of Oklahoma without regard to conflicts of laws principles. The EXCLUSIVE venue for any disputes arising under this License Agreement shall be the District Court of Cleveland County, State of Oklahoma, and no other courts.

(c) **Section Headings**. The section titles herein are for convenience only and do not define, limit, or construe the contents of such sections.

(d) **Attachment and Exhibits**. All attachments and exhibits to this License Agreement are hereby made a part hereof as if fully set out herein.

(e) **Severability**. If any provision or provisions in this License Agreement is/are found to be in violation of any law or otherwise unenforceable, all other provisions remain unaffected in full force and effect.

(f) **Binding Effect**. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and shall not be modified except by an express written agreement signed by a duly authorized representative of both parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this License Agreement to be effective as of the date first above written.

LICENSOR:

IVY LANE STUDIOS, LLC

By _____

Name: Allison F. Morain

Title: Manager

LICENSEE:

By _____

Name: _____

Title: _____

EXHIBIT A
[LICENSED AREA]

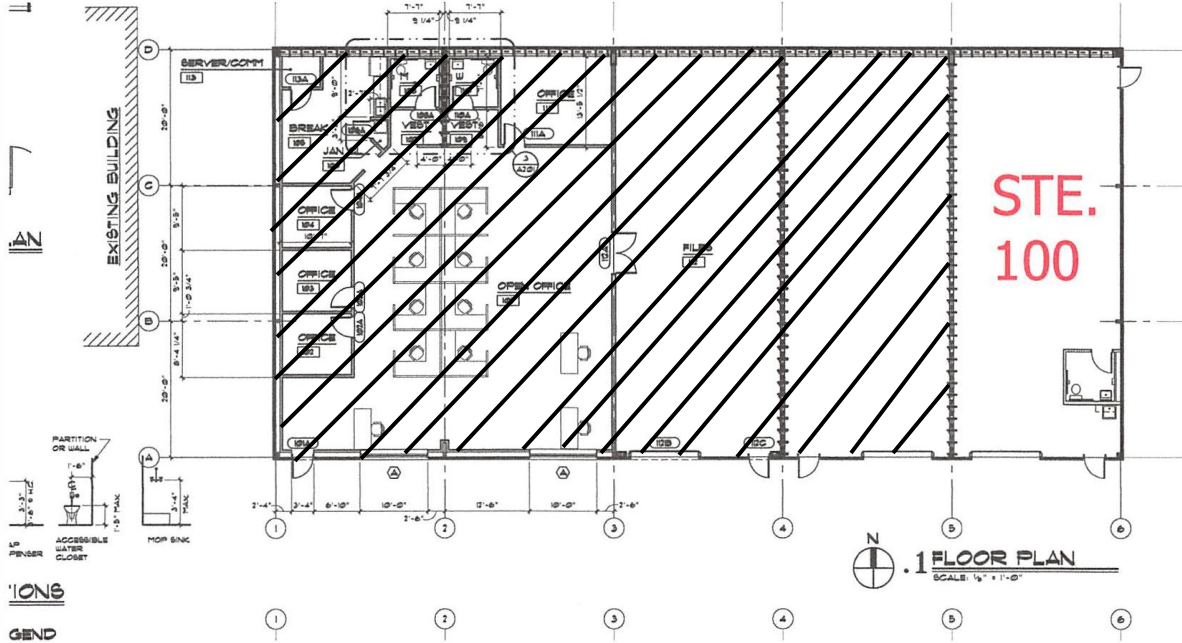
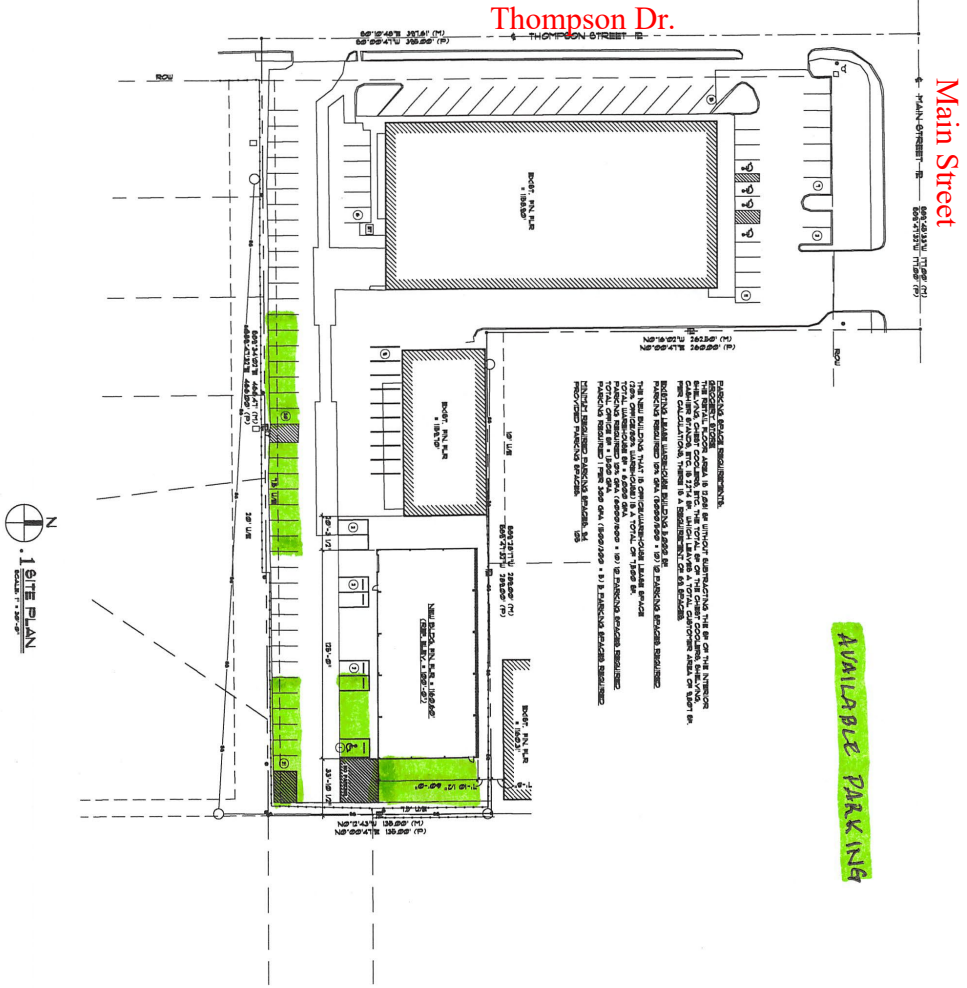


EXHIBIT B [AVAILABLE PARKING]



PARKING SPACE DIMENSIONS:
 THE NEW BUILDING SHALL BE 20' DEEP. THE EXISTING BUILDING SHALL BE 20' DEEP. THE TOTAL DEPTH OF THE PARKING LOT SHALL BE 40'. THE TOTAL WIDTH OF THE PARKING LOT SHALL BE 100'. THE TOTAL AREA OF THE PARKING LOT SHALL BE 4,000 SQ. FT. THE TOTAL NUMBER OF PARKING SPACES SHALL BE 40. THE TOTAL NUMBER OF PARKING SPACES SHALL BE 40. THE TOTAL NUMBER OF PARKING SPACES SHALL BE 40.

1000 S MAIN ST
 MOBILE, AL 36688
 PHONE: 256-338-1111
 FAX: 256-338-1112
 WWW.SUNCONSTRUCTION.COM

Sun Construction Services

1918 W NEW I
 PROJECT NO. 1918 W NEW I
 PROJECT DATE: 10/27/2024
 SCALE: 1" = 30'-0"