

STORAGE SPACE AGREEMENT

This STORAGE SPACE AGREEMENT (this "Agreement"), is made and entered into as of Jan 5, 2028 (the "Effective Date") by and between _____ ("Company"), and MIDCON Data Services, LLC, an Oklahoma limited liability company ("MIDCON"). BOMA OKC

For good and valuable consideration, the Company and MIDCON agree as follows:

1. Storage Space. MIDCON agrees to provide to the Company for its storage use, certain storage space ("Storage Space"), inclusive of media storage space for use of tape and humidity sensitive media storage (the "Media Vault"), in the storage area of one or more of MIDCON's storage facilities (collectively, the "Building"). MIDCON reserves the right to designate the Storage Space within the Building and represents that the Building is and shall be suitable for the secure storage of the Company's stored materials, (collectively, the "Materials"). MIDCON agrees to furnish suitable storage racks, cabinets, and other facilities for the storage of the Materials. MIDCON reserves the right to determine, in its sole discretion, the location of all Materials stored in the Storage Space. The Company warrants that it has inspected the Storage Space prior to execution of this Agreement, and that the Storage Space is suitable and satisfactory for all intended purposes.

2. Condition. MIDCON agrees to provide the Storage Space with all necessary heat, electrical power, lighting, air conditioning, and humidity levels as determined by MIDCON from time to time in accordance with applicable industry standards. MIDCON shall provide a monitored security system for the Building to detect fire or burglary.

3. Destruction. MIDCON offers a full range of in-house certified data destruction services, which include document shredding, magnetic media destruction, and hard drive destruction. If the Company elects to use a different destruction provider other than MIDCON, none of these services may be rendered on MIDCON properties.

4. Term. The initial term of this Agreement shall be for 1 years commencing on the Effective Date and ending on Jan 5, 2029 (the "Initial Term"). Upon the expiration of the Initial Term, the Agreement will be automatically renewed, upon the same terms and conditions, for successive one year terms (the "Renewal Term" together with the Initial Term, the "Term") unless either party provides the other with prior written notice of its intention to terminate the Agreement, such notice to be provided sixty days prior to the expiration of any Renewal Term.

5. Fees. In consideration of the Storage Space provided by MIDCON to the Company and for the services performed by MIDCON under this Agreement, the Company shall pay to MIDCON fees in the amounts and as provided on Exhibit "A", subject to change by MIDCON upon written notice to the Company. Fees listed in Exhibit "A" will automatically be increased 3% each successive year of this agreement effective on January 1st of each year of the agreement. Company acknowledges that MIDCON must reserve space for storage of Company deposits. Company agrees to maintain certain levels (minimum levels) of deposits with MIDCON such that deposits will not decrease more than 10% during any term.

6. Staff. MIDCON agrees to provide sufficient, qualified staff with the expertise necessary to provide all of the services specified to be provided by MIDCON under this Agreement, including, without limitation, those services enumerated on attached Exhibit "A".

7. Storage, Access and Inventory of Materials.

a. Company Representatives. The Company acknowledges that MIDCON provides storage space to other users within the Building and that the Company's access to the Building and the Storage Space is not exclusive; provided, MIDCON agrees that no person shall have access to the Materials except for (i) employees of MIDCON as necessary under this Agreement and (ii) authorized representatives of the Company. The Company shall designate in writing its representatives that shall be in charge of the Materials. Such designated representatives shall keep MIDCON advised in writing as to the persons having the Company's permission to enter the Storage Space, by completion of an Authorization Form, a copy of which is attached hereto as Exhibit "B". Persons entering the Storage Space shall be required to sign in and out, and to sign for withdrawals of any Materials. The Company shall notify MIDCON of those persons, including the Company representatives, who no longer have the Company's permission to enter the Storage Space.

b. Inventory Control. MIDCON agrees to create, maintain and update a computer system that is capable of producing an electronic and/or paper copies of a Microsoft Access compliant spreadsheet for the Materials which, at a minimum, lists, identifies, sorts and cross-references to the Company provided reference numbers all inventoried

files, counting files, date of file creation, dates accessed, date of check out and return, and persons to whom the file was checked out.

c. Hours of Access. The Company's authorized parties shall have access to the Storage Space without prior notice during regular business hours defined as being between 8:00 a.m. and 5:00 p.m. (CST) on Monday through Friday, excluding holidays as identified by MIDCON from time to time. Access to the Storage Space during times other than regular business hours shall be available only (i) by special arrangement between authorized Company representatives and MIDCON, provided, if such arrangements are made verbally, they shall be confirmed in writing within forty-eight (48) hours and (ii) at such additional fees as enumerated in Exhibit "A".

8. Termination: Early Termination. If either party defaults or breaches any of the terms or conditions of this Agreement, excluding any monetary obligation, or either party receives notice of insolvency or the voluntary or involuntary filing of any bankruptcy of the other party (the "Default"), and the Default continues for a period of ten (10) days after written notice specifying the Default is provided, the non-defaulting party may terminate the Agreement for said Default. Upon such termination, this Agreement and all privileges granted hereunder shall cease. Said termination shall not, however, relieve either party of its obligation to compensate the other for past services, any indemnification, obligation of confidentiality, or requirement related to the removal of Materials, or any other provision of this Agreement that survives termination. Upon the termination, expiration or non-renewal of this Agreement, the Company shall pay: (i) all removal fees including pull, permanent removal to be performed by MIDCON, and (ii) all monthly storage fees, including any past due balance, prior to the removal of any Materials. MIDCON may choose to prepare Materials, at expense to the Company, by palletizing, stretch wrap, and mark to expedite removal from the facility. If the Company elects to terminate this Agreement prior to the end of the Initial Term or any Renewal Term, the Company must provide MIDCON with prior written notice of no less than sixty days. Company will be obligated to pay the average monthly storage and destruction charges through the remaining Term of the Agreement together with the permanent removal fee set forth on Exhibit "A". All invoices must be paid in full, including permanent removal fees and all monthly fees due through the Term of the Agreement before any Material stored at MIDCON will be returned to the Company.

9. Indemnification. The Company assumes all risk of loss or injury to all officers, agents, employees or invitees of the Company that come to the Building and/or Storage Space on behalf of or with the consent of the Company. Furthermore, the Company shall and does hereby agree to indemnify, hold harmless, and release MIDCON from and against any and all claims, losses, damages, demands, causes of action, suits, judgments, and liability of any kind, including costs or expenses (including reasonable attorney's fees, court costs, or expenses of litigation), incurred by MIDCON as a result of, or directly or indirectly arising out of, or related to, this Agreement, including, without limitation, any inaccuracy in or breach or nonperformance of any of the representations, warranties, covenants, or agreements made by the Company in or pursuant to this Agreement. MIDCON shall and does hereby agree to indemnify, hold harmless, and release the Company from and against any and all claims, losses, damages, demands, causes of action, suits, judgments, and liability of any kind, including costs or expenses (including reasonable attorney's fees, court costs, or expenses of litigation), incurred by the Company as a result of, or directly or indirectly based upon, arising out of, or related to, this Agreement, including, without limitation, any inaccuracy in or breach or nonperformance of any of the representations, warranties, covenants, or agreements made by MIDCON in or pursuant to this Agreement. However, notwithstanding the foregoing, MIDCON shall not be liable to the Company under any circumstance with respect to consequential, punitive, special, incidental, indirect loss or damages, loss of profits, or loss of revenue, under this Agreement.

10. Other Terms and Conditions: Schedules and Exhibits. There are certain other terms and conditions set forth on Schedule 1 of this Agreement. These other terms and conditions constitute a part of this Agreement and are incorporated herein by reference. Further, each schedule and exhibit attached to this Agreement constitutes a part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties to this Agreement execute it effective as of the Effective Date.

By: Sharon Flores
Representative Name

Sharon Flores
Print Name

Address:
BOMA OKC
PO Box 20543
OKC, OK 73156
MIDCON Data Services, LLC
a Limited Liability Company

By: Trey Allen
Randal B. Allen
CEO
MIDCON Inc.

Notice Address:
MIDCON Data Services, LLC
Attn: Mr. Randal B. Allen
13431 N. Broadway
Oklahoma City, Oklahoma 73114
Facsimile No. (405) 478-4442

EXHIBIT "A"

1.0 Rates and Conditions for Data Storage and Handling Services (Boxes, Files, X-Rays)

(Rates subject to change with 30 day written notice)

Category	Definition	Size	Standard Rate (\$/month)
Storage	Standard Size Container	10"H X 12"W X 15"D (1.20 cu. ft.)	0.50/bx
Storage	Letter Size Container	10"H X 12"W X 24"D (1.66 cu. ft.)	1.05/bx
Storage	Legal Size Container	10"H X 15"W X 24"D (2.08 cu. ft.)	1.30/bx
Storage	Pallet	48" x 48"	\$57.00/pallet
Storage	Other	Items of varying size and weight – pricing dependent on size and handling requirements	TBD
Category	Activity	Definition	Rate (\$/Activity)
Service	Retrieval	charge for pulling file or container from inventory Rush retrievals (2 hr, same day, after hours)	2.75 per item 5.00 per item
Service	Refile	charge for returning file or container to inventory	2.75 per item
Service	Inventory	Charge for populating 2 fields of information for each box, file or X-ray	2.50 per item
Service	Pickup / Delivery	Next Day Standard physical delivery or pickup (15 mile radius from Storage Building)	20.00 first item 1.25 each add'l item
Service	Removal	Permanent Removal (x-rays, files and boxes)	5.00 per item
Service	Hourly Labor	Hourly Labor Rate	40.00 / hour
Service	Imaging	Image Documents	Quote based on requirements
Service	Rush Charges	Same Day (request before noon)	45.00 additional
Service	Rush Charges	2 hour	95.00 additional
Service	Rush Charges	After Hours	185.00 additional
Service	Rush Charges	Holiday After Hours	370.00 additional;
Service	Box Sales	Empty Boxes	2.45 each
Service	Fuel Surcharge	Fuel charge: when the average price per gallon of Unleaded gasoline and/or diesel exceeds \$2.00 for any 30 day consecutive period. This fee may be adjusted at any time during the contract period based on current fuel costs.	2.00 / Delivery or Pickup minimum
Service	Re-box	Re-boxing will be done at the discretion of MIDCON. If it is determined that the damage is due to mishandling by MIDCON, it will be done at no charge. Price includes the cost of the box.	7.75 / box
Service	Document Viewing	On-site Audit Room	First hour free 40.00 each add'l hour Note: items will be re-filed at the customer's expense after 48 hours
Service	Palletize	Palletizing and stretch wrap of any items leaving MIDCON facility. This is up to the discretion of MIDCON.	40.00

2.0 Rates and Conditions for Data Storage and Handling Services (Digital Media, Tapes)

(Rates subject to change with 30 day written notice)

Category	Definition	Size	Standard Rate (\$/month)
Storage	Tape and/or Equivalent Media Storage (Media Vault)	9 Track, DLT, LTO, 8mm, 4mm, ...	1.30/tape
Storage	Tape and/or Equivalent Media Storage (Media Vault)	9 Track, DLT, LTO, 8mm, 4mm, ...	1.30/tape
	Activity	Definition	Rate (\$/Activity)
Service	Retrieval	charge for pulling media from inventory Rush retrievals (2 hr, same day, after hours)	2.75 per item 5.00 per item
Service	Refile	charge for returning media to inventory	2.75 per item
Service	Inventory	Charge for populating up to 5 fields of information for each tape	2.75 each
Service	Delivery	Tape Rotation (15 mile radius from Storage Building)	40.00 first 20 tapes 1.25 each add'l tape
Service	Removal	Permanent Removal	5.00 per item
Service	Hourly Labor	Hourly Labor Rate	40.00 / hour
Service	Rush Charges	Same Day (request before noon)	45.00 additional
Service	Rush Charges	2 hour	95.00 additional
Service	Rush Charges	After Hours	185.00 additional
Service	Rush Charges	Holiday After Hours	370.00 additional;

Note: If a customer requests an item that is not located in MIDCON storage resulting in research time on the part of MIDCON, the customer may be charged research time at the rates listed under other services.

3.0 Rates and Conditions for Data Destruction Services (Digital Media, Tapes, Hard Drives, Paper)

(Rates subject to change as noted in paragraph 5 above)

Category	Definition	Size	Standard Rate (\$/month)
Service	Destruction	Certified Digital Media Destruction	1-100 \$5.00 each 100+ \$4.00 each (\$75.00 minimum)
Service	Destruction	Hard Drive Destruction	1-5 \$25.00 each 6-49 \$6.00 each 50+ \$4.00 each
Service	Destruction	Paper Shredding (Walk-In)	\$.50 per Lbs. (\$20.00 minimum)
Service	Destruction	Paper Shredding (Monthly Service)	Console \$35.00/\$10.00 Cart \$50.00/\$20.00
Service	Destruction	Paper Shredding (On-site Purge)	\$6.00 Standard Box \$7.50 Large Box (\$75.00 minimum)
Service	Destruction	Paper Shredding (Pick-up Purge)	\$5.00 Standard Box \$6.50 Large Box (\$75.00 minimum)

Conditions

Minimum Monthly Storage Fees. The Company agrees to a minimum monthly storage fee for document storage of Seventy and 00/100s (\$70.00) (the "Monthly Fee") and if applicable, the Company agrees to a minimum monthly storage fee for media vault storage of One Hundred Ninety five and 00/100s Dollars (\$195.00) (the "Monthly Fee").

Payment.

Monthly Fee. The Company agrees to pay to MIDCON, within 30 days of a proper invoice. **Additional Charges.** On or before the fifth (5th) business day of each month, MIDCON shall submit to the Company an invoice reflecting the Monthly Fee and all fees and charges incurred by the Company. Storage charges are billed in advance, services billed in arrears. The Company agrees to pay all Charges on or before the last day of the month subsequent to the receipt of such invoice. **Late Fees.** Payments not received within 45 days of receipt of a proper invoice, may incur a late fee of Twenty-Five and No/100s Dollars (\$25.00) and accrue interest at the rate of one and one-half percent (1.5%) per month until paid.

Billing

Monthly invoices will be provided in PDF format and emailed to the appropriate person for payment. A hardcopy of the invoice can be mailed if preferred for an additional postage and handling fee of \$10.00.

MIDCON AUTHORIZATION FORMS

Exhibit "B"

PROCEDURES FOR ADDING, CHANGING, OR DELETING AUTHORIZED EMPLOYEES FROM THE AUTHORIZATION LIST

There are two separate authorization forms to be on file for each customer. They are to be kept in the black file box located at the reception area desk.

1) MANAGER / SUPERVISOR AUTHORIZATION FORM

This form is to be completed by the manager/supervisor(s) that will be authorized to make any necessary changes to the CUSTOMER INFORMATION ACCESS AUTHORIZATION FORM. Those employees listed on this form are authorized to add names, make changes to the employee information, user rights, or delete names from the authorization list. All of the information on the form must be completed for each employee listed.

2) CUSTOMER INFORMATION ACCESS AUTHORIZATION FORM

This form is to contain all the names of employees from that particular company that are allowed to access boxes, files, magnetic media, or other items stored at MIDCON. This form is to be completed only by those listed on the MANAGER / SUPERVISOR AUTHORIZATION FORM. Access to information will not be granted to anyone not listed on this form. All of the information on the form must be completed for each employee listed.

SPECIAL NOTE: The authorization forms include an area to designate employee access to MCDS software and requesting rights.

Level 0 – Courier Only

Level 1 – Read only (user has search functions only). Cannot submit orders or request any data.

Level 2 – General user - may search, request and return items to storage.

Level 3 – Data entry – may add items for storage only

Level 4 – File room clerk – search, add, request and return items to storage

Level 5 – Admin File clerk – search, add, request, return items to storage and remove items

Level 6 – Supervisor – All functions

DEPT: If your company has multiple departments, please write in the department(s) each user is allowed access to. If the client will be allowed to access all departments, please write "ALL".

Anyone requesting data that is not on the authorization list can be added at that particular time with a faxed request or e-mailed request. This request must be completed by one of the employees listed on the MANAGER / SUPERVISOR AUTHORIZATION FORM.

Electronic format copies of these authorization forms can be provided at your request.

Please submit completed authorization forms by fax (405) 478-4442, or mail to the following MIDCON employee: Amanda Marshall

amarshall@midcondata.com

MIDCON Data Services, LLC
401 West 33rd Street
Edmond, OK 73013
Tel. (405) 478-1234
Fax (405) 478-4442

**MANAGER / SUPERVISOR
AUTHORIZATION FORM**

TO: MIDCON Data Services, LLC
401 West 33rd Street
Edmond, Oklahoma 73013
Email - amarshall@midcondata.com
Fax 405-478-4442
Attn: Amanda Marshall

FROM: Tawni Phelan
BOMA OKC
PO Box 20543
OKC, OK 73156

The following is a list of the employees who work in a supervisor's role are allowed to *add, change, or delete* users on the MIDCON Data Services, LLC authorization list. Changes can be faxed or e-mailed to MIDCON, and must contain the information listed below.

Authorized By Manager:

Sharon Florey
Printed Name

Signed:

Sharon Florey

Title:

Office Closing Committee Chair

1) Tawni Phelan
Name of Employee
PO Box 20543
Company Address

Executive Director
Title
OKC, OK 73156
City, State Zip

tawni@BomaOKC.org
e-mail address - required
405.608.0682
Telephone

Pin # _____
Drivers License # (Optional)

ADD CHG DEL

Level: 0 1 2 3 4 5 6
DEPT: _____

2) Angel Bailey
Name of Employee
4205 Mackenzie Dr.
Company Address

President
Title
Moore, OK 73160
City, State Zip

abailey@lpc.com
e-mail address - required
405.620.5568
Telephone

Pin # _____
Drivers License # (Optional)

ADD CHG DEL

Level: 0 1 2 3 4 5 6
DEPT: _____

3) _____
Name of Employee

Title

e-mail address - required

Company Address

City, State Zip

Telephone

Pin # _____
Drivers License # (Optional)

ADD CHG DEL

Level: 0 1 2 3 4 5 6
DEPT: _____

Level 0 - Courier Only Level 1 - Read Only Level 2 - General User Level 3 - Data Entry Level 4 - File Room Clerk
Level 5 - Admin File Clerk Level 6 - Supervisor