

LEASE AGREEMENT
THE GREAT PLAINS BUSINESS DEVELOPMENT CENTER

The Great Plains Technology Center (GPTC) welcomes you to The Great Plains Business Development Center (GPBDC). GPTC accepts into the Business Center startup or emerging client companies that have viable business concepts, and also have the necessary characteristics for success.

GPBDC adds value to your company by providing a pro-active, supportive environment that enables you to focus on your core product development and market potential. The GPBDC staff and resources provide assistance with a wide variety of business services and operational matters. Neither Great Plains Technology Center nor GPBDC provides any form of direct investment to client companies and neither requires any equity from your company. The GPBDC can, however, provide extraordinary access to business resources, channels for staged financing, and opportunities to showcase your company.

Therefore, on this _____ day of _____, _____, **Great Plains Technology Center** (“Landlord”) and _____, **whether one or more**, (“Tenant”) enter into this Lease Agreement.

1. **LEASE OF PREMISES:** In consideration of the rent, the Landlord leases to Tenant, _____ square feet in the space (“Premises”) located at the following address: Great Plains Business Development Center, 1601 SW Park Ridge Blvd., Lawton, OK 73505. Tenant’s mailing address shall be listed in Section 15.j herein.
2. **CONDITION OF PREMISES AT COMMENCEMENT AND END OF TERM.**
 - a. Landlord and Tenant shall together inspect and agree on a signed document regarding the condition of the Leased Premises prior to Tenant’s occupancy. Using the same document, the parties shall again inspect and agree in writing on the condition of Premises upon expiration of Lease and Tenant’s vacating the Premises, noting any conditions that Tenant shall be liable to correct itself or compensate Landlord for accomplishing.
 - b. Tenant shall surrender the Premises to Landlord in the same condition as received on the date of commencement of the initial term of this Lease except for ordinary wear and tear; alteration, additions or changes made under and pursuant to the conditions of this Lease; defects, dilapidations and damages for which the Landlord is expressly required to make repairs and to provide maintenance under this Lease; damages for which Tenant is not responsible; and any conditions resulting from Landlord’s negligence or failure to discharge its obligations under this Lease.
3. **TERM.** The initial term of this Lease shall commence on _____ and shall expire on _____, unless earlier terminated or extended in accordance with the provisions of this Lease.
 - a. **OPTIONS TO EXTEND TERM.** Tenant shall have the options to extend the initial term of this lease _____ consecutive option(s), each for the further period of _____ additional year(s) then next ensuing upon the same terms and conditions as are herein contained with respect to the initial term, except that the monthly rent during the option term(s) shall be adjusted in proportion to the increase, if any, in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index (1967=100) for the Lawton area (“all items”) determined for the option year (or nearest determination date); the computation is not meant to be cumulative from option period to option period, and any unused increase (by reason of the limitation) shall be lost. The rent amount of the extended term shall be known as the “adjusted rental” effective for the option period. Tenant shall give written notice to Landlord of the exercise of each option at least sixty (60) days prior to the expiration of the then current term of this lease. The Lease shall remain in full force and effect at the time of exercise of such option as well as at the commencement of the particular extension term.
 - b. **HOLDING OVER AFTER TERMINATION OF LEASE.** If, with the Landlord’s consent, Tenant holds over after the expiration of this Lease, or other termination thereof, such holding over shall be deemed to be a tenancy from month-to-month only and not a renewal or extension of this Lease. In the event of such holding over, Tenant shall pay the monthly rental, and all other payments required to be paid by Tenant hereunder, and shall comply with all other terms and conditions of this Lease for the time that Tenant holds over, in accordance with the requirements of this Lease for the term immediately preceding such holding over.

4. RENT/ADDITIONAL RENT

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- a. Tenant agrees to pay Landlord promptly when due, without notice or demand, as rent for the Premises _____ dollars (\$_____) based on \$____ per square foot for _____ square feet, payable in equal monthly installments of _____ dollars (\$____), in advance, on the first day of each month of the term hereof.
- b. In the event that the term agreed to does not begin on the first day of the month, or end on the last day of the month, the first monthly rental payment shall be prorated, but the last month shall not.
- c. If Tenant fails to pay the above specified rent within five days of the due date, Tenant will be assessed a late payment fee of 10% of the total amount due.
- d. Tenant shall pay to Landlord, upon Landlord's request, as additional rent, amounts for basic utilities beyond normal usage including electricity, water, sewer and HVAC.

5. CARE OF PREMISES AND PROPERTY. In addition to the other provisions of this Lease, Tenant agrees:

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- a. To comply with all applicable laws, including common law, ordinances or regulations of any governmental body having jurisdiction over the Premises and the Property and to conform to all reasonable rules or regulations which Landlord may establish.
- b. To abide by the rules set forth in the Tenant Handbook.
- c. Not to damage any part of the Premises or the Property.
- d. Not to permit any trade or occupation which is unlawful or any activity which would create a hazard which would adversely affect any insurance on the Premises or the Property.
- e. Not to place any sign on the Premises or the Property except that which Landlord has first approved in writing.
- f. Not to permit any employee, agent, customer or visitor of Tenant to violate any obligation of Tenant under this Lease.
- g. Great Plains Business Development Center is responsible for the repair, maintenance and upkeep resulting from normal wear and tear of the shared building spaces, but not the upkeep of tenant spaces.
- h. Tenant is responsible for any damages incurred to the property as a result of Tenant's neglect or misuse of property including interior, non-load bearing walls, wall surfaces, floors, ceilings, all plumbing, electrical and sewage facilities (except non-accessible buried pipes), HVAC equipment and doors and windows; provided, however, that Tenant shall not be obligated to maintain, repair or restore the Premises, or any portion thereof, which may be damaged or destroyed by any of the perils included within the Landlord's insurance, acts of nature, war, the fault or negligence of the Landlord, or any other causes beyond the control of Tenant.
- i. Great Plains Business Development Center shall provide basic utilities within normal usage including electricity, water, sewer and HVAC. Tenant is responsible for paying utility deposits if any utility requirements are deemed by the Landlord to be above normal usage. Tenants within Great Plains Business Development Center will have access to telephone and the Internet (hardwired data ports and/or Wi-Fi access points) as part of their lease payment. Internet for the tenants will be provided at a cost by Fidelity Communications Co. and tenants will be responsible for setting up their account with Fidelity.
- j. Any assessed utility deposits and payments are to be paid directly to Great Plains Technology Center.
- k. Tenant agrees to obey the school regulations regarding non-smoking, no tobacco, no vapor use, and no firearms on the premises.

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6. USE OF PREMISES. The premises shall only be used for the lawful activities associated solely with the operations of the business as described in the application for tenants. If these operations change, Tenant shall notify GPBDC Coordinator as soon as possible.

7. INDEMNIFICATION BY TENANT: LIABILITY, PERSONAL PROPERTY AND WORKERS COMPENSATION INSURANCE

Tenant agrees to indemnify and hold Landlord, its board members, administrators, officers, directors, employees and agents, harmless from any and all claims (including reasonable attorney's fees and expenses incurred in the defense of any such claim) for any damage to any person or property caused by any act, omission, breach, default, negligence of use of Premises by Tenant or of Tenant's employees or agents or from the conduct of Tenant's business on or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises, except to the extent such claims are for loss, costs and damage caused by the fault or negligence of the Landlord. At all times during the initial term and any extension term of this Lease, at its own cost and expense, Tenant shall provide and keep in force comprehensive general liability insurance policies, in standard form, protecting Landlord, its board members, administrators, officers, directors, employees and agents, and Tenant against any and all liability, in an amount not less than one million dollars (\$1,000,000) each occurrence, combined single limit coverage, and two million dollars

(\$2,000,000) in general aggregate coverage, in respect of injuries to or death of any persons, and damage to or destruction of property. The policy shall name Great Plains Technology Center and Great Plains Business Development Center and their board members, administrators, officers, directors, employees and agents, as an "additional named insured parties." Tenant, at is option, may provide the comprehensive general liability insurance required to be supplied pursuant to this section by endorsement to existing liability insurance policies which Tenant maintains with respect to other owned or leased real property. All of the policies of insurance provided for in this Lease shall be in the form and substance as is then standard in the State of Oklahoma for policies of like coverage. Certificates of insurance shall be delivered by the Tenant to the Landlord and shall bear endorsements showing the receipt by the insurance companies of the premiums thereon, or shall be accompanied by other evidence of payment of such premiums to the insurance companies. All insurance policies shall be written by an insurance company or association authorized to issue such policies under the laws of the State of Oklahoma and shall not be subject to cancellation after less than 30 days written notice to Landlord. Proof of the issuance and the renewals, as required, shall be delivered to Landlord, at least thirty (30) days prior to their respective expiration dates. Such policies shall provide that they may not be canceled by the insurer for non-payment of premiums or otherwise until at least ten (10) days after written notice of the proposed cancellation is given to Landlord. Such policies of insurance shall provide that they shall not be invalidated by any act or omission of Tenant or any occupant of the Premises, which might otherwise result in a forfeiture of such insurance.

a. Tenant agrees to a waiver of subrogation or recovery against the board members, administrators, directors, officers, employees and agents of Landlord, for losses suffered by or damage to such agents of Landlord or its property, or the property of others under its control, to the extent that such loss or damage is insured against under the provision of this Lease or any other policy of insurance carried by such waiving party with respect to the Premises. Tenant shall procure a waiver of subrogation clause in, or an endorsement on any policies of insurance with respect to the Premises carried by Tenant, insurance with respect to the Premises carried by Tenant containing a waiver of subrogation by the respective insurance carriers, in form and substance satisfactory to the other party. **Tenant agrees to maintain, at Tenant's own expense, property damage insurance in sufficient amount to cover personal property owned by Tenant located on the premises described in this Lease.** Tenant agrees to hold Landlord, its board members, administrators, officers, directors, employees and agents, harmless from and against all claims for loss, damage, cost or expense in connection with such property resulting from fire, casualty or other occurrence, whether or not the loss is the result of negligence on the part of Landlord, its board members, administrators, officers, directors, employees and agents.

b. **Tenant agrees to maintain, at Tenant's own expense, workers compensation insurance on all employees.** A copy of the Workers Compensation policy must be on file with the Business Center and/or Great Plains Technology Center prior to any employees working on the premises. If the tenant or other immediate family eligible for the Workers Compensation exemption is/are the only individuals working on the premises, **Tenant shall sign the Affidavit of Exempt Status under the Worker's Compensation Act.**

c. **Tenant agrees to a standard criminal background check** (thru a GPTC- approved provider) for itself, its employees, or other individuals for whom it is responsible and who will be on the premises (other than customers). This cost will be at Tenant's expense and payable to GPTC prior to Tenant's occupancy, its hiring employees or contracting of other individuals. If the results of the background check indicate that the tenant applicant or other individuals have been convicted of a felony within the last ten years (for a sexual offense there is no limit), the tenant applicant or other individuals indicated above will not be allowed to work on the premises subject to GPTC's prior consent.

8. SUCCESS OR FAILURE OF TENANT'S BUSINESS.

- a. Tenant specifically recognizes and acknowledges that the business venture to be undertaken by Tenant under this Lease depends upon the ability of Tenant as an independent business person, as well as other factors, such as market and economic conditions beyond the control of Landlord and Tenant. Tenant acknowledges that success or failure of Tenant's business enterprise will be dependent on the business acumen and diligence of Tenant. Tenant agrees that success or failure of Tenant's business will not depend on Landlord's performance under this Lease, and Landlord makes no representations or warranties as to the success of Tenant's business. In the event of a significant change in Tenant's business, such as growth and expansion requiring more space than is available in the Great Plains Business Development Center or of a business failure, Tenant may terminate the lease by giving Landlord 30 days' written notice.
- b. If at any time during the term or extension of this Lease, Tenant shall voluntarily file a petition in bankruptcy, insolvency, reorganization or arrangement under the bankruptcy laws of the U.S. or Oklahoma, or shall take advantage of any insolvency act by voluntary petition or assignment for the benefit of creditors,

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other than merger, consolidation or reorganization not connected with insolvency or bankruptcy, or if the corporation shall be dissolved, then in any such event, Landlord may serve a written ten (10) day notice of cancellation and termination of this Lease. If Tenant shall be adjudicated or if a receiver, trustee, assignee or other similar custodian of Tenant's property shall be appointed, unless any such adjudication shall be vacated, or such proceedings be dismissed within sixty (60) days of such event, Landlord, at its option, may serve a written five (5) day notice of cancellation upon Tenant and this Lease shall terminate, subject to any bona fide appeal prosecuted with diligence and continuity, provided that Tenant complies with all other agreements, terms, covenants and conditions on the part of Tenant to be performed under this Lease.

- c. Tenant shall not suffer or permit any liens to stand against the Premises, or any part thereof, by reason of any work, labor, services or materials done for, or supplied to, or claimed to have been done for Tenant or anyone holding the Premises or any part thereof through or under Tenant. If any such lien shall at any time be filed against the Premises, Tenant shall cause such lien to be discharged of record sixty (60) days after the date of filing thereof, by either payment, deposit or bond, unless a bond therefore is already in effect, or, within such period, Tenant shall have commenced proceedings necessary to discharge such lien and shall proceed diligently thereafter in order to discharge such lien within a reasonable time.
- d. Landlord shall have the right to post notices of non-responsibility in or on the Premises with respect to any work to be performed by Tenant.

9. TENANT ALTERATIONS, INSTALLATIONS, AND CHANGES IN PREMISES

- a. Tenant may, at its expense, make alterations to the Premises only with Landlord's prior written approval of the alterations. Any alteration shall not impair the safety or adversely affect the appearance of the Premises and the Property, and such alteration shall be made according to all applicable laws, ordinances or regulations.
- b. All alterations made or installed on the Premises by Tenant shall be the property of Landlord and shall be surrendered with the Premises at the end of this Lease without compensation to Tenant. If at the termination of this Lease, Landlord directs by written notice to Tenant, Tenant shall, at its own expense, promptly remove any alterations designated by Landlord and repair any damage to the Premises caused by the removal.
- c. Tenant agrees to promptly pay all sums allegedly due and payable to Landlord for any labor or services performed or materials supplied to the Premises. Tenant shall indemnify and hold Landlord harmless from any and all claims, liens, or costs (including attorney's fees) that arise from Tenant's alterations.

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10. Hazardous Substances. In the event that any government entity, regulatory body or other third party brings any action or claim against Tenant or Landlord during or after the term of this Lease, in connection with the presence or suspected presence of hazardous or toxic substances in the soil, groundwater or soil vapor, on or under the Premises, including sanitary sewer drains and pipes, resulting from Tenant's or its employees' conduct of business or use of the Premises for any reason, Tenant shall indemnify, defend and hold Landlord, its board members, administrators, officers, directors, employees and agents, harmless from any claims, judgments, damages, penalties, fines, costs, liabilities or loss resulting therefrom. Tenant's indemnification shall include attorney's fees, expert and investigative costs as well as costs of clean-up, removal, disposal and refurbishment of the Premises and any fixtures or improvements located thereon. Tenant's indemnification shall not apply to hazardous or toxic substances that are present solely as a result of negligence or willful misconduct of Landlord, its administrators, officers, directors, employees or agents.

11. TENANT DEFAULT. Any one or more of the following events shall be a default by Tenant under this Lease.

- a. Tenant fails to pay on the due date any rent or additional obligation provided for in this Lease; fails to observe or perform any other promise or obligation of this Lease; abandons the Premises; fails to pay any governmental imposition or charge; or otherwise fails to comply with this Lease.
- b. After notice from Landlord, Tenant fails to immediately cure any potentially hazardous condition which Tenant has created.

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12. LANDLORD'S RIGHTS AND REMEDIES. If a Tenant default occurs, Landlord shall have the following rights and remedies:

- a. Landlord may terminate this Lease by giving Tenant written notice as required by law.
- b. If Landlord terminates this Lease as provided above, Landlord shall be entitled to recover from Tenant all unpaid rent up to the end of the Lease term, as well as any additional sums provided for by law (including attorney's fees) or as otherwise provided in this Lease for which Tenant is liable or for which Tenant has agreed to indemnify Landlord under the provisions of this Lease

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c. If Landlord terminates the Lease as provided above, Landlord may re-enter the Premises to remove the Tenant and re-rent the Premises at its discretion. Tenant shall be responsible for reasonable sums and expenses caused by its default, including, but not limited to, putting the Premises in condition and legal expenses.

13. LANDLORD'S LIEN FOR RENT. Tenant hereby grants a lien, to Landlord, of Tenant's interest in all improvements, fixtures or personal property on the Premises. In the event Tenant fails to cure a default under this Lease, Tenant authorizes Landlord to take possession of the property free and clear of Tenant's interest therein

14. ASSIGNMENT AND SUBLETTING. Tenant shall not assign or sublet its interest in this Lease.

15. MISCELLANEOUS

- a. Entry by Landlord. Landlord shall have the right to examine the Premises at all reasonable times for all reasonable purposes.
- b. PARKING. Parking is shared in common with all tenants at no charge and is limited to one (1) vehicle per tenant and employee, further limited by size and nature of the vehicles, with parking places determined by the Landlord.
- c. End of Term. Tenant shall surrender the Premises at the end of this Lease in good order and condition except for reasonable wear and tear
- d. Promotional Activities: As a client, Tenant agrees to cooperate with Landlord's reasonable efforts to promote and publicize the Great Plains Business Development Center and Tenant's company through issuance of press releases, granting of interviews, tours of the facility, and general public relations opportunities. GPBDC encourages Tenant's acknowledgement of the benefits of the Center for Business Development when speaking to the press, as appropriate.
- e. Relationship of Landlord and Tenant. Tenant shall not use any trademark, service mark, or trade name of Landlord, nor shall Tenant hold itself out as having any business affiliation with Landlord other than described in this Lease, without having specific written agreement from Landlord
- f. No Waiver of Breach. Any failure or neglect by Landlord to assert or enforce any rights or remedies because of any breach or default by Tenant under this Lease shall not (except as to those specific instances when express time limits are provided for taking action) prejudice Landlord's rights or remedies with respect to any existing or subsequent breaches or defaults. Acceptance of any partial payment from Tenant will not waive Landlord's right to pursue Tenant for any remaining balance due nor shall any endorsement or statement on any check or any letter which acknowledges a check or payment as rent be deemed an accord and satisfaction.
- g. Burden and Benefit. This Lease shall be binding upon and shall inure to the benefit of the respective successors and assigns of Landlord and Tenant.
- h. Applicable Law. This Lease shall be construed according to the laws of the state of Oklahoma.
- i. Payments to Landlord and all other notices shall be addressed to: Great Plains Technology Center, 4500 W. Lee Blvd., Lawton, OK 73507
- j. Tenant's Mailing Address for the conduct of its business at the Great Plains Business Development Center shall be the U.S. Postal Service box assigned to the Tenant by Landlord.
- k. Notices: Whenever any payment, notice, consent, or request is given or made under this Lease, it shall be in writing and delivered in person or mailed by certified mail. Communications and payments to Tenant shall be addressed to:

- i. Principal Name: _____
- ii. Home Address: _____
- iii. Home Phone Number: _____
- iv. Social Security Number: _____

Payments to Landlord and all other notices shall be addressed to: Great Plains Technology Center, 4500 W. Lee Blvd., Lawton, OK 73505.

- l. Entire Agreement. This Lease contains all the agreements and understandings made between the parties and may only be modified in writing signed by the parties or their respective successors in interest.
- m. Partial Invalidity. If any provision of this Lease shall be invalid, the remainder of this Lease shall not be affected thereby.

Should litigation result between the parties hereto, or their successors in interest, from this Lease Agreement or any condition or obligation herein contained, the prevailing party in such shall be entitled to recover the costs of such litigation to include reasonable attorney fees.

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