

LEASE AGREEMENT
XXXXXX Research Park

DATE OF LEASE: _____

1. Definitions.

1.1 Definitions of Basic Lease Terms. The following terms shall have the meanings set forth below:

LANDLORD: The Board of Regents of the XXXXXX
Street
City State ZIP

LANDLORD'S ADDRESS: _____

TENANT: XXXXXXXXXXXXXXX

TENANT'S ADDRESS: The XXXXXXXXXXXXXXX, consisting of
the Building and other buildings

RESEARCH PARK: _____ Research Parkway
Suite ___ in the Building, as-is, as shown
on **Exhibit B**

BUILDING:

LEASED PREMISES: _____ square feet

RENTABLE AREA OF
THE BUILDING: _____rentable square feet

RENTABLE AREA
OF THE LEASED
PREMISES:

TENANT'S PRO RATA SHARE: _____%

RENT FOR THE ENTIRE TERM: \$

ANNUAL RENT: \$

MONTHLY RENT: \$

BUILDING STANDARD As-is
TENANT IMPROVEMENTS:

TENANT DESIGN
COMPLETION DATE: N/A

TERM:

TERM
COMMENCEMENT DATE:

TERM EXPIRATION
DATE:

BASE TAX YEAR:

BASE EXPENSE YEAR:

SECURITY DEPOSIT: \$ (1 month)

GUARANTOR(S):

PERMITTED USE: General Office Use as permitted in Section 6.

1.2 Other Definitions. When used in this Lease the following terms have these meanings:

(a) Average Occupancy - The sum of the occupied rentable square footage on the last day of each calendar month divided by 12.

(b) Building Rules - The rules that Landlord may adopt and publish to promote the safety, health, welfare, peace, harmony, care, and convenience of tenants, building occupants, visitors, and others; for the reputation of and for the preservation of good order at the Research Park; for the maintenance, care, and protection of property and facilities; and for the distribution of services. The Building Rules are set forth in **Exhibit C**.

(c) Common Areas - Hallways, elevators, walkways, plazas, and other areas located on the Real Estate; lobbies; and other parts of the Building that Landlord may periodically designate as intended for use by the public and other tenants of the Building.

(d) Encumbrance - Any mortgages, deeds of trust, security agreements, collateral assignments, and other encumbrances which may now or in the future affect Landlord's interest in this Lease, the Building, or the Real Estate.

(e) Lease - This Lease Agreement, as it may be amended or supplemented by written agreement in the manner provided in this Lease.

(f) Operating Expenses - All expenses, costs, and amounts (other than Taxes) of every kind and nature which Landlord shall pay during any calendar year, any portion of which occurs during the Term, because of or in connection with the ownership, management, repair, maintenance, restoration, and operation of the Real Estate and the Building, including any amounts paid for: (a) utilities, including electricity, power, gas, steam, oil or other fuel, water, sewer, lighting, heating, air conditioning, and ventilating; (b) permits, licenses, and certificates necessary to operate, manage, and lease the Building; (c) insurance applicable to the Real Estate and the Building, not limited to the amount of coverage Landlord is required to provide under this Lease; (d) supplies, tools, equipment, and materials used in the operation, repair, and maintenance of the Real Estate and the Building; (e) accounting, legal, inspection, consulting, and other services; (f) any equipment rental (or installment equipment purchased or equipment purchase or equipment financing agreements) or management agreements (including the cost of any management fee actually paid and the fair rental value of any office space provided, up to customary and reasonable amounts); (g) wages, salaries and other compensation and benefits (including the fair value of any parking privileges provided) for all persons engaged in the operation, maintenance, or security of the Building; and employer's Social Security taxes, unemployment taxes, or insurance; and any other taxes which may be levied on such wages, salaries, compensation, and benefits; (h) payments under any easement, operating agreement, declaration, restrictive covenant, or instrument pertaining to the sharing of costs in any planned development; and (i) operation, repair, and maintenance of all systems and equipment and related components (including replacement of components); janitorial service; alarm and security service; window cleaning; trash removal; elevator maintenance; cleaning of walks, parking facilities, and building walls; removal of ice and snow; replacement of wall and floor coverings, ceiling tiles, and fixtures in lobbies, corridors, restrooms, and other common or public areas or facilities; maintenance and replacement of shrubs, trees, grass, sod, and other landscaped items, irrigation systems, drainage facilities, fences, curbs, and walkways; re-paving and re-striping parking facilities; and roof repair. If the Average Occupancy of the Building is less than 95% during any calendar year, Landlord may, in accordance with sound accounting and management practices, determine the amount of variable Operating Expenses (i.e., those items which vary according to occupancy levels) that would have been paid had the Building been 95% occupied, and the amount so determined shall be deemed to have been the amount of variable Operating Expenses for such year. If Landlord makes such an adjustment, Landlord shall make a comparable adjustment for the Base Expense Year. Operating Expenses shall not include:

(i) depreciation, interest and amortization on mortgages, and other debt costs or ground lease payments, if any; real estate brokers' leasing commissions; improvements or alterations to tenant spaces; the cost of providing any service directly to and paid directly by any tenant; any costs expressly excluded from Operating Expenses elsewhere in this Lease; costs of any items to the extent Landlord receives reimbursement from insurance proceeds or from a third party (such proceeds to be deducted from Operating Expenses in the year received); and

(ii) capital expenditures, except those: (a) made primarily to reduce Operating Expenses or to comply with any laws or other governmental requirements, or (b) for replacements of non-structural items located in the common areas of the Real Estate and the Building required to keep such areas in good condition; provided, all such permitted capital expenditures (together with reasonable financing charges) shall be amortized for purposes of this Lease over the shorter of: (x) their useful lives, (y) the period during which the reasonably estimated savings in Operating Expenses equals the expenditures, or (z) three (3) Years.

(g) Real Estate – The real estate improvements and appurtenances on which the Building is located, and which are owned by the Landlord.

(h) Research Park – The XXXXXXXX (“University”) Research Park campus, which includes the Building, other buildings and facilities, common or public areas or facilities, easements, corridors, lobbies, sidewalks, loading areas, driveways, landscaped areas, skywalks, parking garages and lots; and any and all other structures or facilities operated or maintained in connection with or for the benefit of the Building; and all parcels or tracts of land on which all or any portion of the Building or any of the other foregoing facilities are located; and any fixtures, machinery, equipment, apparatus, systems and equipment, furniture, and other personal property located in the Building or on the other foregoing facilities.

(i) Rent – All amounts to be paid by Tenant to Landlord under Section 6 of this Lease, and all other amounts that Tenant is required to pay as provided in this Lease.

(i)(i) Additional Rent – All amounts to be paid by Tenant to Landlord under Section 6.4 of this Lease and all other amounts that Tenant is required to pay as provided in this Lease.

(j) Rentable Area - The Rentable Area of the Building and the Rentable Area of the Leased Premises shall be the amounts specified in Section 1. The Rentable Area of Leased Premises includes the area to be occupied by Tenant, as well as an allocated portion of other space in the Building, including corridors, elevator lobbies, restrooms, janitorial closets, and Common Areas. Landlord and Tenant acknowledge that Rentable Areas are based on approximate square footage numbers but agree that the Rentable Areas specified in Section 1 shall be utilized as the Rentable Area of the Building and the Rentable Area of the Leased Premises under this Lease. Additionally, Landlord and Tenant agree to the percentage specified in Section 1 as Tenant’s Pro Rata Share, which is based on the Rentable Area of the Leased Premises and the Rentable Area of the Building specified in Section 1.

(k) Substantial Completion - The date, as certified by Landlord’s architect, upon which construction of the Tenant Improvements is complete to the extent that the Leased Premises can be occupied for normal usage for the Permitted Use.

(l) Taxes –Tenant shall pay, prior to delinquency, all taxes lawfully assessed against or levied upon its occupancy of the Leased Premises, the Rent payable hereunder or upon the fixtures, furnishings, equipment, and all other personal property of Tenant

located in the Leased Premises. When possible, Tenant shall cause said fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the property of Landlord. In the event any or all of Tenant's occupancy of the Leased Premises shall be so assessed and taxed with the property of Landlord, Tenant shall pay to Landlord its allocable or, if appropriate, Pro Rata Share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's fixtures, furnishings, equipment, or personal property.

In accordance with the constitution and laws of XXXXXXXX, all property of the State shall be exempt from taxation. Tenant understands and acknowledges that as a tenant in Landlord's facilities, Tenant also may not be subject to certain taxes. However, Landlord may enter into agreements whereby pertinent governmental entities that provide valuable services to the community receive certain economic benefits they otherwise would receive were the property not exempt. Accordingly, if and to the extent that Tenant's real and/or personal property is not subject to *ad valorem* taxes by law, Tenant agrees to pay to Landlord (without abatement, deduction, or offset), in lieu of payment of said taxes, its proportion of any real and personal property taxes that would be levied or assessed against the real property on which the building is located; improvements located on the real property; personal property located on or in the land or improvements; the leasehold estate; or any subleasehold estate to the full extent of installments falling due during the term to the extent Landlord agrees with the applicable governmental entity to allow accrual of said taxes.

Collection and payment of "*in lieu of*" taxes shall be conditioned upon and subject to agreement, as may be modified from time to time, between Landlord and the XXXXXX County government with respect to such payments. The applicable tax rate upon which the *in lieu of* tax assessments are to be made shall not exceed the rate prevailing in XXXXXXXXXX, for non-exempt entities for each year during the term of this Lease. The assessed value of the property shall be determined by the County Assessor of XXXXXXXXXX. All payments of *in lieu of* taxes shall be prorated for the initial lease year and for the year in which the lease terminates.

Subject to an agreement between Landlord and the XXXXXX County government, Tenant shall make all *in lieu of* taxes payments directly to Landlord within ten (10) calendar days of notice from the Landlord that such payments are due. After allocating, in its sole discretion, said *in lieu of* payments among the applicable governmental entities and itself according to the service that each provides the Tenant, Landlord shall distribute same to the applicable governmental entities.

The Tenant may, at its sole expense, contest the County Assessor's assessments or charges for which Tenant is responsible, pursuant to the provisions of this Lease, and may institute such proceedings as it considers necessary; provided, if Tenant contests such assessment or charge, it shall pay the *in lieu of* tax under protest to Landlord, pending final determination of such contest or challenge.

Tenant shall be obligated to pay any and all sales taxes levied or charged by the State of XXXXXXXXXX, and/or the City of XXXXXX as a result of the

development and use of the premises. Tenant shall pay said sales taxes directly to the appropriate taxing entity.

If during the term of this Lease, taxes are imposed, assessed, or levied on the Rents derived from the Leased Premises *in lieu of* all or any part of real property taxes or personal property taxes that Tenant would have been obligated to pay under the foregoing provision, and the purpose of the new taxes is more clearly akin to that of an *ad valorem* or sales tax than to an income or franchise tax on Landlord's income, Tenant shall pay the taxes as provided above for property taxes and assessments.

(m) Tenant Improvements - All improvements to be installed or constructed in or on the Leased Premises and all subsequent alterations or additions. Tenant Improvements include, but are not limited to, equipment installed in or on the Leased Premises that is affixed to or hardwired into walls, ceilings, or building systems, such as venthoods, autoclaves, humidity systems, glass washers, refrigeration equipment, appliances, and cold room storage, whether purchased, installed, or furnished at the expense of Landlord or Tenant. Tenant Improvements do not include telephone and communications equipment, computer hardware, and computer equipment. Tenant Improvements do not include personal property and furniture that Tenant places in or on the Leased Premises, but which are not installed and affixed to walls, ceilings, or building systems.

(n) Year - With reference to the Term or any year of this Lease, refers to a 12-month period commencing on the Commencement Date and ending on each annual anniversary of the Commencement Date.

(o) Day - Is defined as a calendar day, unless otherwise stated herein.

2. Lease. This agreement under which Landlord leases the Leased Premises to Tenant.

3. Term. The term of this Lease shall begin on the earlier of (a) the date on which Tenant occupies all or any part of the Leased Premises; or (b) Substantial Completion of the work and preparation of the Leased Premises for Tenant's occupancy. Unless earlier terminated as provided in this Lease or under law, the term of this Lease will end on the Term Expiration Date, and on that date the tenancy shall terminate without notice.

4. Termination. Landlord, as a State entity, cannot commit its financial resources beyond the State's current fiscal year. Accordingly, Landlord's performance of its obligations under this Lease beyond Landlord's current fiscal year is subject to appropriation and budgeting of sufficient funds. Tenant agrees that Landlord may terminate this Lease in the event funds are not appropriated or budgeted in amounts sufficient to enable Landlord to continue to perform its obligations under this Lease, as determined solely by Landlord in its reasonable business judgment. In such event, Landlord shall give Tenant at least thirty (30) days' written notice of its intent to terminate.

5. Preparation for Occupancy; Tenant Improvements.

5.1 Preparation for Occupancy. Tenant, working in conjunction and cooperation with Landlord's architect, shall provide blueprints, plans, design drawings, and other information required by Landlord relating to the improvements to the Leased Premises, on or before the Tenant Design Completion Date. Such blueprints, plans, design drawings, and other information are subject to the approval of Landlord and Landlord's architect. Upon receipt of such items, Landlord shall review them or arrange for review by Landlord's architect. Landlord and Landlord's architect may reject any plans that are not consistent with the design and operation of the Building. Additionally, Landlord shall provide Tenant with cost estimates of the work to complete the Tenant Improvements, including construction and installation work, architectural fees, and engineering fees. Following approval of such items and agreement regarding the work and associated costs, Landlord shall use reasonable efforts to have the Leased Premises ready for occupancy on or before the Term Commencement Date. Landlord may extend the Term Commencement Date for a period equal to the period of any delays resulting from any failure of Tenant to furnish blueprints, plans, design drawings, and information relating to construction and installation work by Tenant's Design Completion Date or failure by Tenant to perform any of its obligations relating to such work; unusual weather conditions; governmental regulations; unusual scarcity of or inability to obtain labor or materials; labor difficulties; casualty; or other causes reasonably beyond Landlord's control. If Substantial Completion does not occur on or before the Term Commencement Date, Landlord will not be liable or responsible for any claims, damages, or liabilities by reason of any delays or extensions, and this Lease will continue in full force and effect.

5.2 Construction and Installation of Tenant Improvements. ~~Landlord will arrange for all Tenant Improvements to be constructed and installed in accordance with the plans approved by Landlord.~~ All Tenant Improvements are and shall remain the property of Landlord and shall remain in the Leased Premises at all times, including upon and following the termination of this Lease, regardless of whether the cost of the Tenant Improvement was initially paid or incurred by Landlord or by Tenant, unless Landlord and Tenant agree in writing that such equipment shall be or remain the property of Tenant.

5.3 Building Standard Tenant Improvements. ~~Landlord will provide the Building Shell and will provide the Building Standard Tenant Improvements based on the mutually agreed upon space plan/tenant design. Building Standard Tenant Improvements shall be used in preparing the Leased Premises for Tenant's occupancy, including, but not limited to, construction, installation of equipment, architectural and engineering fees, electrical, HVAC, plumbing, obtaining permits and licenses, labor, overhead and all other costs associated with Tenant Improvements to the Leased Premises.~~

6. Rent.

6.1 Rent. Tenant agrees to pay the Rent in monthly installments in advance for the use of the Leased Premises each month during the Term. Tenant shall pay the monthly rent on or before the first day of each month, without demand, deduction or setoff.

6.2 Fractional Periods. If the Term begins on a date other than the first day of a calendar month, the Rent for such calendar month shall be pro rated to the last day of such month and such Rent shall be due and payable on the first day of the Lease Term. If the Lease Term ends on a date other than the last day of a calendar month, the Rent for such calendar month shall be pro rated through the last day of the Term.

6.3 Delinquent Rent. If Tenant does not pay Rent or any other amount due within ten (10) days from the date on which it is due, Tenant shall pay, in addition to such amount, interest on such amount at the rate of 1 ½% or the maximum amount allowed by applicable law, per month from the date on which the Rent or other amount was due, until all such amounts are paid in full. The amounts payable hereunder shall be in addition to, and not in limitation of, other remedies available under this Lease or by law.

6.4 Additional Rent. Tenant shall pay Additional Rent as follows:

(a) Taxes. Tenant shall pay Landlord an amount equal to Tenant's Pro Rata Share of Taxes in excess of the amount of applicable Taxes paid by Landlord during the Base Tax Year.

(b) Operating Expenses. Tenant shall pay Landlord an amount equal to Tenant's Pro Rata Share of Operating Expenses in excess of the amount of Operating Expenses paid by Landlord during the Base Expense Year.

(c) Manner of Payment. Tenant shall pay Additional Rent in the following manner:

(i) First, Landlord will estimate in advance the amounts Tenant owes for Taxes and Operating Expenses for any full or partial calendar year of the Term. Tenant shall pay the estimated amounts on a monthly basis by the first day of each calendar month, along with Tenant's payment of Rent. Landlord may adjust the estimate periodically in accordance with the terms of this Lease.

(ii) Second, within 180 days after the end of each calendar year, or as soon after that as practicable, Landlord will provide a statement (the "Statement") to Tenant showing: (a) the amount of actual Taxes and Operating Expenses for such calendar year, with a listing of amounts for major categories of Operating Expenses, and the amounts for the same categories for the Base Year, (b) any amount that Tenant paid as estimated amounts for Taxes and Operating Expenses during such calendar year, and (c) any revised estimate of Tenant's obligations for Taxes and Operating Expenses for the current calendar year.

(iii) If the Statement shows that Tenant's estimated payments were less than Tenant's actual obligations for Taxes and Operating Expenses for such year, Tenant shall immediately pay the difference. If the Statement shows an increase in Tenant's estimated payments for the current calendar year, Tenant shall pay the difference between the new and former estimates for the period from January 1 of the current calendar year through the

month in which the Statement is sent. Tenant shall make the payments within thirty (30) days after the date of the Statement.

(iv) If the Statement shows that Tenant's estimated payments exceeded Tenant's actual obligations for Taxes and Operating Expenses, Landlord will give Tenant a credit for the difference against payment of future Rent in the amount of the difference next due. If the Term expired and Tenant has already paid all Rent and other amounts due, Landlord shall refund the difference to Tenant within forty-five (45) days after Landlord sends the Statement.

(v) Landlord may periodically change the manner or timing of the payments of Additional Rent. In lieu of providing one Statement covering applicable Taxes and Operating Expenses, Landlord may provide separate statements, at the same or different times. Landlord's delay in providing the Statement (or separate statements) shall not be deemed a default by Landlord or a waiver of Landlord's right to require payment of Tenant's obligations for Additional Rent. In no event shall a decrease in Taxes or Operating Expenses below the Base Year amounts ever decrease the monthly Rent or give rise to a credit in favor of Tenant.

(d) Pro Rated Payments. If the Term commences on a day other than January 1 or ends on a day other than December 31, Landlord shall prorate Tenant's obligations to pay Additional Rent for the first or final calendar year to reflect the portion of such years included in the Term. Landlord shall make the proration by multiplying the total estimated or actual (as the case may be) Taxes and Operating Expenses for such calendar years as well as the Base Year amounts, by a fraction, the numerator of which shall be the number of days of the Term during such calendar year and the denominator of which shall be 365.

(e) Landlord's Records. Landlord shall maintain records reflecting Additional Rent and shall determine Additional Rent in accordance with sound accounting and management practices, consistently applied. Although this Lease contemplates the computation of applicable Taxes and Operating Expenses on a cash basis, Landlord shall make reasonable and appropriate accrual adjustments to ensure that each calendar year, including the Base Tax Year and Base Expense Year, includes substantially the same recurring items. Landlord reserves the right to change to a full accrual system of accounting, so long as Landlord applies it consistently and Tenant's obligations are not materially adversely affected. Tenant or its representative may examine such records during Landlord's usual business hours upon reasonable prior notice specifying the records Tenant desires to examine. Tenant must send notice to Landlord no later than ten (10) days after receipt of the Statement. Tenant may take exception to matters included in Additional Rent, or Landlord's computation of Tenant's Pro Rata Share of either, by sending notice specifying such exception and the reasons to Landlord no later than thirty (30) days after Landlord makes such records available for examination. Each Statement shall be considered final, except as to matters to which exception is taken after examination of Landlord's records in accordance with this Section. If Tenant takes exception to any matter contained in the Statement, Tenant may request a review by one of Landlord's certified public accountants whose certification as to the proper amount, to the extent permitted by law, shall be final and conclusive as between Landlord and Tenant. Tenant shall promptly pay the cost of the certification unless such certification determines that Tenant was overbilled by more than two percent (2%).

Pending resolution of any such exceptions, Tenant shall continue paying Tenant's Pro Rata Share of Taxes and Operating Expenses in the amounts determined by Landlord, subject to adjustment after any such exceptions are so resolved.

7. Use of Leased Premises. Tenant may use the Leased Premises for the Permitted Use. Tenant may not use the Leased Premises for any other use or purpose, or any purpose which is unlawful, adversely affects Landlord's leasing of the Building, or increases the risk of casualty or the rate of fire or casualty insurance covering the Building or its contents. Tenant will conduct Tenant's business and will control its agents, employees, and invitees in such a manner as not to create any nuisance, odor, or noise or interfere with, annoy, or disturb other tenants of the Building or the Research Park. Tenant will comply with the requirements of all governmental authorities having jurisdiction over the Leased Premises, including requirements under the Americans With Disabilities Act and laws pertaining to water quality, waste disposal, hazardous waste disposal, air quality and air emissions, and other environmental matters, and will require Tenant's agents, employees, and invitees to comply fully with the Building Rules and other rules applicable to tenants of the Research Park. Tenant agrees that it will not overload, damage, or deface the Leased Premises or the Building; or do any act that might make any insurance on the Leased Premises, the Building, or the Real Estate void or voidable; or which may result in an increase or extra premium payable for insurance or an increase in utility costs. Without limiting any other right or remedy which may be available to Landlord, Landlord may collect from Tenant upon demand any increase in any insurance premium and any increase in utility costs resulting from Tenant's use of the Leased Premises.

8. Hours of Operation and Landlord's Services. So long as Tenant is not in default under this Lease and subject to the limitations prescribed by the Building Rules, Landlord agrees that it will operate the Building and provide services as follows:

8.1 Building Hours. Landlord will keep the Building open from 7:30 a.m. to 5:30 p.m. Monday through Friday (except University holidays or closings). Tenant and its employees and agents shall have access to the Leased Premises at other times, subject to compliance with safety and security measures that Landlord may periodically establish.

8.2 Heating and Air Conditioning. Landlord will furnish heat and air conditioning necessary, in Landlord's reasonable judgment, for comfortable occupancy of the Leased Premises during regular Building Hours.

8.3 Elevators. Landlord will provide passenger elevator service to the Leased Premises during regular building hours and will provide for at least one elevator available for use at other times. Landlord will arrange for freight elevator service, which may be limited to specific times. Landlord may restrict the use of elevators for any items that, in the judgment of Landlord, are too heavy for the lifting capacity of the Building's elevators.

8.4 Janitorial Services. Landlord will provide normal janitorial service to the Leased Premises five (5) days per week. If Tenant wants additional or specialized janitorial services, Tenant must separately contract and pay for them using only Landlord's janitorial agent.

8.5 Structural Repairs. Landlord will perform necessary maintenance to the Building, including the mechanical, electrical, and plumbing system components of the building shell to the extent they affect Building tenants generally. Landlord will not be responsible for repairing or maintaining the Leased Premises; the Tenant Improvements; or any of Tenant's equipment, fixtures, furnishings, appliances; or property. Additionally, Landlord will not be responsible for repairs or maintenance of mechanical, electrical, plumbing, or other fixtures and equipment in the Leased Premises. Tenant shall be solely responsible for repairing, maintaining, and taking good care of the Leased Premises; the Tenant Improvements; and Tenant's equipment, fixtures, furnishings, appliances, and property. If Landlord must make any repair or replacement because of the negligence or abuse of Tenant or its agents, employees, or invitees, or of any other person using the Leased Premises with Tenant's consent, express or implied, Landlord may make such repair and after giving notice to Tenant, add the cost to the next installment of Monthly Rent, unless Landlord actually recovered such cost through insurance proceeds.

8.6 Water. Landlord will provide water for drinking and restrooms on each floor of the Building and hot and cold water at points of supply generally provided in the Building.

8.7 Electricity. Landlord will furnish the Leased Premises with electric current for lighting, normal medical office use, heating, and air conditioning and replace building standard light bulbs and tubes in Building standard fixtures when required. Tenant's use of electric energy in the Leased Premises shall not at any time exceed the capacity of any of the electrical conductors and equipment serving the Leased Premises, unless previously approved by Landlord in writing. Tenant shall pay the costs of any excess use of electricity. Landlord may require or install a separate meter at Tenant's expense to determine electrical use by Tenant and for equipment serving the Leased Premises.

8.8 Repair. Landlord will use reasonable diligence to repair malfunctions of the Building or as necessary, to restore the above services. Landlord, however, will not be liable for damages to Tenant or any other person due to any failure to furnish, or any stoppage or interruption of, any services resulting from any cause, including any "surges" or irregularities in the electrical current.

8.9 Additional Services. If Tenant desires services in addition to those provided herein or at other times other than the services regularly provided by Landlord to other tenants of the Building, Tenant shall request such services in advance and, although Landlord shall have no obligation to provide such services, if Landlord agrees to do so, Tenant agrees to pay to Landlord such charges as Landlord might periodically prescribe for such additional services, which charges shall be a reflection of the actual costs to Landlord.

8.10 No Liability for Interruption of Services. Landlord shall not be liable to Tenant in damages or otherwise for any interruption or inadequacy of any of the services described in this Section or the failure of Landlord to furnish any of the services described in this Section resulting from causes beyond Landlord's reasonable control. Additionally, any such interruption, inadequacy, or failure shall not be deemed an eviction of Tenant, shall not entitle

Tenant to an abatement of Rent, and shall not relieve Tenant from the obligation to fulfill all of Tenant's obligations in this Lease. Nevertheless, Landlord shall attempt to remedy any such interruption, inadequacy, or failure to the best of Landlord's ability.

9. Quiet Enjoyment. So long as Tenant pays the Rent and performs all of Tenant's obligations under this Lease, Tenant will peacefully hold the Leased Premises, free of interference from anyone claiming by, through, or under Landlord, subject to any underlying leases, mortgages, other encumbrances now or in the future affecting the Leased Premises, and any applicable zoning ordinances, building codes, laws, and regulations affecting the use of the Leased Premises and the Building.

10. Insurance.

10.1 Hazard Insurance. Tenant shall maintain, at Tenant's expense, throughout the Lease Term, a policy or policies of insurance insuring Tenant against all risks of direct physical loss, subject to standard exclusions, acceptable to Landlord and covering all Tenant Improvements and all contents of and improvements and betterments to the Leased Premises, to the extent of not less than 90% of the full insurable value of such property. Such policy shall name Tenant as the insured, with Landlord named as a Certificate Holder, and shall be maintained with an insurance company or companies authorized to do business in the State of XXXXXX that is satisfactory to Landlord.

10.2 Liability Insurance. Throughout the Term, Tenant shall maintain at Tenant's expense insurance insuring Tenant against all liability for injury to or death of any person occasioned by or arising out of or in connection with the occupancy of the Leased Premises. The policy or policies shall provide not less than \$3,000,000 combined single limit coverage, shall name Tenant as the insured and Landlord as Certificate Holder, and shall be maintained with an insurance company or companies authorized to do business in the State of Oklahoma that is satisfactory to Landlord.

10.3 Policies. Tenant shall furnish, within thirty (30) days of Landlord's request, evidence that is satisfactory to Landlord of the maintenance of all insurance required by this Section, including certificates of such insurance and evidence of the payment of premiums. Additionally, Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days prior to cancellation or material change of any such insurance.

10.4 Subrogation. Tenant hereby waives any cause of action that Tenant or anyone claiming by, through, or under it, by subrogation or otherwise, might now or in the future have against Landlord on account of any loss or damage that is insured against under any insurance policy that names Tenant as a party insured. Tenant agrees to provide Landlord a waiver of subrogation endorsement, satisfactory to Landlord, to all policies of insurance maintained pursuant to this Lease.

10.5 Landlord's Insurance. Landlord is self-insured in accordance with the XXXXXXXX Governmental Tort Claims Act and shall not carry insurance or any specific type
or

amount of insurance covering the personal property, equipment, or fixtures of Tenant. Landlord shall not be liable to Tenant or anyone claiming by, through, or under Tenant for any injury, damage, claim, expense, or liability caused by, resulting from, or relating to (a) fire, explosion, wind, storm, tornado, leakage, gases, steam, rain, snow, falling tiles, glass breakage, theft, burglary, robbery, vandalism, riot, or any other casualty or other risk of any type, including any risk of the type that may be covered by insurance; or (b) acts or omissions by Tenant or other tenants of the Building, their agents, employees, invitees, trespassers, or any third party.

11. Alterations and Repairs. Tenant may not make any material alterations or additions to the Leased Premises without the prior written consent of Landlord. Any additions to the Leased Premises made with Landlord's consent shall become Landlord's property upon installation, unless Landlord notifies Tenant in writing that such additions shall remain the property of Tenant. Without limiting the foregoing, upon termination of this Lease, all light fixtures, blinds, floor coverings, shelving, cabinets, autoclaves, venthoods, humidity systems, glass washers, cold room storage equipment, refrigeration equipment, and Tenant Improvements that are installed in or on the Leased Premises or the Building, regardless of whether they were installed at Tenant's expense, and all other fixtures installed in or on the Leased Premises and the Building shall remain the property of Landlord unless Landlord notifies Tenant in writing that such items will remain the property of Tenant. If such items will remain the property of Tenant, then upon the termination of this Lease, Tenant must remove the property and repair any damage at Tenant's expense to the Leased Premises or the Building caused by such removal, all to Landlord's satisfaction.

12. Maintenance. Tenant will, at Tenant's expense, maintain the Leased Premises and all Tenant Improvements in good condition and good repair. Tenant will maintain, repair, and take good care of all equipment, fixtures, furnishings, appliances, and property in the Leased Premises, as well as all Building mechanical, electrical, plumbing, and operating system components in the Leased Premises. Tenant will repair or replace, with material of the same quality as that to be repaired or replaced, any damage done to the Building or the Leased Premises by Tenant or Tenant's agents, employees, or invitees. Tenant will not commit or allow any waste or damage to be committed on any portion of the Leased Premises. Tenant shall ensure that all equipment, appliances, supplies, and other items installed or used at the Leased Premises are installed, used, and maintained properly and in accordance with specifications of manufacturers, as well as specifications, requirements, rules, and regulations of applicable regulatory bodies and government agencies.

13. Tenant's Personal Property. Tenant shall be solely responsible for all personal property, furniture, or fixtures that Tenant places in or on the Leased Premises. Landlord shall not be liable to Tenant for any loss or damage to Tenant's property, except for any loss or damage resulting solely and directly from Landlord's gross negligence, such liability to be governed by the XXXXXX Governmental Tort Claims Act. Tenant shall not install or operate in the Leased Premises any equipment (other than equipment normally used in modern offices or as may be required in connection with the Permitted Use of the Leased Premises) without the prior written consent of Landlord. Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed or installed by Tenant in the Leased Premises. If any such taxes are levied or assessed against Landlord or Landlord's property and Landlord

elects to pay them, or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture, or fixtures that Tenant places or installs in the Leased Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord, upon demand, that portion of such taxes or value increase attributable to such property of Tenant.

14. Landlord's Personal Property. Tenant will, at Tenant's expense, maintain all Tenant Improvements and all personal property, equipment, or fixtures that Landlord furnishes to Tenant. Tenant will maintain the Tenant Improvements and any such personal property in good condition and good repair and shall use them, the personal property, equipment, and fixtures in accordance with the manufacturer's specifications and applicable governmental requirements. Tenant shall not alter or modify the Tenant Improvements or any personal property of Landlord without Landlord's prior written consent. Tenant shall be liable to Landlord for any loss or damage to the Tenant Improvements and any other property of Landlord, including the cost of repairing or replacing the property.

15. Costs of Alterations, Equipment. Only persons approved in advance by Landlord may make any alterations or modifications to the Leased Premises or install any personal property, equipment, or fixtures. Tenant shall be responsible for the cost of such work, including all costs of modifications to the Building or the Building's heating, ventilating, air conditioning, electrical, plumbing, or other mechanical systems necessary, as determined by Landlord. Tenant shall arrange for such alterations or installation to occur without interference with the normal operation of the Building. Tenant shall ensure and verify that Tenant's vendors and contractors shall carry the minimum limits for insurance pursuant to Exhibit "C".

16. Additional Taxes. If, during the term of this Lease, or any renewal or extension, any taxes are imposed on Rent payments under this Lease, on renting or occupying the Leased Premises or on services provided by Landlord, Tenant will pay each month, as Additional Rent, an amount equal to such tax or charge that is imposed for such month. Tenant shall not be required to pay any income, estate, excess profits, excise, or franchise tax imposed on Landlord.

17. Delivery upon Termination/Term Expiration Date. On the termination of this Lease and/or expiration of the Term, Tenant will remove all of its personal property and furniture and deliver the Leased Premises and the Tenant Improvements to Landlord in the condition that existed at the beginning of the Lease Term, ordinary wear and tear excepted. Tenant shall not remove any Tenant Improvements, including equipment and fixtures that constitute a part of Tenant Improvements, except as specifically provided in this Agreement. Tenant shall repair any damage to the Leased Premises caused by the removal of such property, all to Landlord's satisfaction. Tenant shall contact Landlord, not less than 30 days before termination of the Lease, to schedule an exit meeting that will include Landlord's walk through of the Leased Premises and settlement of outstanding financial obligations related to the Lease and Leased Premises.

18. Signs. Tenant will not place signs on the Leased Premises, the Building, or the Research Park. Landlord will place Tenant's name on the entrance doors to the Leased Premises or the accompanying sidelights. Landlord will arrange for identification of Tenant and Tenant's location in a directory located in the Building lobby. Landlord will determine the size and design of all signage.

19. Parking. Parking arrangements and related agreements shall be made by Tenant with University Research Park Management Office, which will arrange parking at a separate cost per space for the Tenant's agents, employees, subcontractors, and invitees. Tenant understands that Landlord does not guarantee the availability of parking in a parking garage or the adequacy of parking in the Research Park. Tenant shall comply with all rules established for the Research Park relating to parking. Landlord is not liable or responsible for any loss of or damage to vehicles, whatsoever, at the Research Park.

20. Assignment and Subletting.

20.1 Provisions Applicable to Assignment and Subletting.

(a) Restrictions; Procedures; Consent. Tenant may not assign or encumber this Lease or any interest in this Lease. Tenant may not sublet the Leased Premises, in whole or in part. Tenant may not permit any other person to occupy the Leased Premises without the prior written consent of Landlord. Any assignment, encumbrance, subletting, or occupancy without Landlord's consent will be void. If Tenant wants to assign this Lease or sublet the Leased Premises, Tenant must first notify Landlord in writing, specifying the name of the proposed assignee or sublessee and the terms of the proposed assignment or sublease, at least thirty (30) days prior to the date such assignment or sublease is proposed to be effective. Even if Landlord consents to the assignment or sublease, Tenant and each Guarantor, as well as each assignee will at all times remain fully liable for the payment of Rent and for the performance of Tenant's obligations under this Lease. Any consent that Landlord gives will apply only to the specific instance and transaction.

(b) Tenant Qualification. Tenant shall not assign this Lease or sublet any part of the Leased Premises to any individual, entity, or organization that is not primarily engaged in business, research, or development this is consistent with the use and operation of the Research Park.

(c) Considerations for Consent. In making its determination of whether to consent to any proposed sublease or assignment, Landlord may take into consideration any factors that Landlord may deem relevant, including the following: (i) the business reputation and creditworthiness of the proposed subtenant or assignee; (ii) the intended use of the Leased Premises; (iii) the nature of the business conducted by the proposed subtenant or assignee and whether such business may adversely affect the reputation of the Building, the Research Park or Landlord or may violate the provisions of any other leases of tenants of the Building or the Research Park; (iv) the anticipated impact on pedestrian and vehicular traffic that the proposed assignee or subtenant would generate; (v) whether the proposed assignee or subtenant is a department, representative or agency of any governmental body, foreign or domestic; and (vi) whether the proposed assignee or subtenant is a bona fide prospective tenant of Landlord. Landlord shall not be obligated to consider or consent to any proposed (i) sublease or assignment if a Default then exists under the Lease, or a fact or condition exists which, except for the giving of notice or the passage of time, would constitute a Default, or (ii) assignment or

sublease that involves less than the entire Leased Premises, or (iii) sublease of the Leased Premises or assignment of this Lease to an existing tenant of the Building.

(d) Additional Requirements Applicable to Assignments and Subleases. If Landlord chooses not to recapture the space proposed to be subleased or assigned as provided in this Section, Landlord may withhold consent at its discretion to a subletting or assignment under this Section. Any approved sublease or assignment shall be expressly subject to the terms and conditions of this Lease. Any such subtenant or assignee shall execute such documents as Landlord may reasonably require to evidence the subtenant's or assignee's assumption of such obligations and liabilities. Tenant shall deliver to Landlord a copy of all agreements executed by Tenant and the proposed subtenant and assignee with respect to the Leased Premises. Landlord's approval of a sublease or assignment shall not constitute a waiver of Tenant's obligation to obtain Landlord's consent to further assignments or subleases.

(e) Changes of Control. Any sale, encumbrance, or other transfer of a majority of the issued and outstanding stock of Tenant (if Tenant is a corporation) or a majority of the interest in Tenant (if Tenant is a limited liability company) shall constitute an assignment of this Lease under this Section. If Tenant is a partnership, any change in the partners of Tenant shall constitute an assignment.

20.2 Recapture. Landlord shall have the option to exclude from the Leased Premises covered by this Lease ("Recapture") the space proposed to be sublet or subject to the assignment ("Recaptured Space"), effective as of the proposed commencement date of such sublease or assignment (the "Recapture Date"). If Landlord elects to recapture, Tenant shall surrender possession of the Recaptured Space on the Recapture Date. The Recapture Date shall be the Termination Date for such space. Landlord shall accordingly adjust Monthly Rent, and the Rentable Area of the Leased Premises effective on the Recapture Date.

20.3 Excess Rent. In addition to the Monthly Rent and any Additional Rent, Tenant shall pay Landlord on the first day of each month during the term of the sublease or assignment, one-half (1/2) of all amounts by which the sum of all Rents and other amounts due from the subtenant or assignee for such month exceed that portion of the Monthly Rent and Additional Rent due under this Lease which is allocable to the space sublet or assigned.

20.4 Tenant Liability. If Tenant subleases the Leased Premises or assigns this Lease, with or without Landlord's consent, Tenant shall not be released or discharged from any liability, whether past, present or future, under this Lease, including any liability arising from the exercise of any renewal or expansion option, except as expressly permitted by Landlord. If Landlord grants consent to such sublease or assignment, Tenant shall pay all reasonable attorneys' fees and expenses incurred by Landlord with respect to such assignment or sublease. In addition, if Tenant has any options to extend the term of this Lease or to add other space to the Leased Premises, such options shall not be available to any subtenant or assignee, without Landlord's express written consent.

20.5 Assumption and Attornment. If Tenant assigns this Lease as permitted in this Section, the assignee shall assume all of the obligations of Tenant in a written instrument

satisfactory to Landlord and furnished to Landlord not later than fifteen (15) days prior to the effective date of the assignment. If Tenant subleases the Leased Premises as permitted in this Section, Tenant shall, at Landlord's option, within fifteen (15) days following any request by Landlord, obtain and furnish to Landlord a written agreement providing that subtenant attorn to Landlord and pay all Rents directly to Landlord.

21. Tenant's Acceptance of Leased Premises. By taking possession of the Leased Premises, Tenant is deemed to have accepted the Leased Premises as is, where is..

22. Indemnification. Tenant agrees to indemnify, defend, and hold harmless Landlord; Landlord's present and former Regents; Landlord's building manager; and the respective directors, officers, boards, employees, agents, affiliates, representatives, successors, and assigns of each of the aforementioned parties, in both their official and individual capacity, from any and all charges, demands, suits, actions, damages, liability, claims, and expenses arising from the occupancy or use of the Leased Premises, the Building, the Real Estate, other improvements on the Real Estate, or the Research Park by Tenant, its agents, employees, and invitees unless they result from the gross negligence of Landlord. Landlord and its building manager and their respective directors, Regents, boards, officers, employees, agents, affiliates, successors and assigns shall not be liable to Tenant, officially or individually, for any such damage or loss, whether or not the result of gross negligence. If Landlord is made a party to any action commenced by or against Tenant involving a claim for which Tenant has indemnified Landlord or others under this Lease, Tenant shall hold Landlord and such others harmless from all amounts (including judgments, awards, damages, costs, and expenses) relating to such action and shall pay all loss, expenses, and the reasonable attorneys' fees that they may incur.

23. Condemnation. If the Leased Premises, the Building, or Research Park, or such portion as to unreasonably interfere with Tenant's use of the Leased Premises, is taken or condemned for any public use or purpose by right of eminent domain, or is transferred by agreement in lieu of or under threat of condemnation, this Lease will terminate as of the date Tenant is required to yield possession of the Leased Premises. If only a portion of the Leased Premises or the Building is so taken or condemned so as to not unreasonably interfere with Tenant's use of the Leased Premises, then, at Landlord's option to be exercised by written notice to Tenant no later than thirty (30) days prior to the date possession will be delivered to such condemning authority or transferee, this Lease will terminate as of the date possession is so delivered or will continue unaffected. If Landlord elects to continue this Lease, Rents and other obligations will not be reduced or abated except Landlord shall revise Tenant's Pro Rata Share to reflect the resulting changes in the Rentable Area of the Building and the Rentable Area of the Leased Premises. Landlord will receive the entire award from any such taking (or the entire compensation paid on account of any transfer by agreement) and Tenant will have no claim to the award or compensation. Tenant may, however, seek relocation expenses from the condemning authority.

24. Casualty. If the Leased Premises are damaged by fire or other casualty and Landlord estimates in good faith as soon as reasonably practicable after the occurrence of the damage that Landlord cannot repair the Leased Premises within one hundred eighty (180) days from the date of occurrence, then Landlord may terminate this Lease by giving written notice to

Tenant and this Lease will terminate as of the date such notice is given. On any such termination Tenant will pay Rents and all other obligations of Tenant apportioned to the date on which such damage occurs and will immediately surrender the Leased Premises to Landlord. If the damage can be repaired within one hundred eighty (180) days, or if the damage cannot be repaired within one hundred eighty (180) days but Landlord does not exercise the option to terminate this Lease, then Landlord shall proceed promptly to repair, restore, and rebuild the Leased Premises and the Building to their former condition. In that event, this Lease will continue in effect, but Landlord shall provide an appropriate abatement or adjustment of the Rent from the date of the fire or other casualty until the repairs, restoration, and rebuilding are completed. If Tenant is able to use part of the Leased Premises during such period, Landlord shall provide an equitable apportionment of Rents based on the portion of the Leased Premises rendered untenable until the damage has been repaired. Landlord may arrange for repairs to be made during normal business hours and shall not be obligated to provide any abatement or apportionment of Rents by reason of mere inconvenience. Landlord's obligation to repair and restore the Leased Premises shall be limited to the value of the Tenant Improvements being installed or supplied by, and at the expense of, Landlord without additional charge to Tenant on the Term Commencement Date. Landlord may provide additional improvements to the Leased Premises at the request and expense of Tenant. To the greatest extent possible, the costs of such repairs, restoration, and rebuilding shall be satisfied from insurance proceeds received under all insurance policies insuring against the losses and damages incurred and naming either Tenant or other third party or both as insured parties. However, to the extent that the costs of such repairs, restoration, and rebuilding are not satisfied through Tenant or other third party insurance proceeds, then: (a) Tenant shall bear the costs of repairing, restoring, or replacing Tenant's personal property located in the Leased Premises; and (b) except as provided in this Section and to the extent permitted by law, Landlord shall bear all other costs incurred in repairing, restoring, and replacing the Leased Premises and the Building.

25. Notice of Accidents and Defects. Tenant shall immediately notify Landlord of any accident or crime occurring in the Leased Premises or the Research Park and of any defects in the Leased Premises or other facilities within the Research Park, including notification of any fire; accident involving a person, equipment, vehicle or property; accident or damage to or defects in the water pipes, electric wires, elevator, heating and cooling apparatus, Building structure, Building systems or components, Building facilities or other Research Park facilities; concealed or hidden conditions that may create a hazard or danger; and improper discharge or emission of hazardous materials, pollutants, or waste materials.

26. Entry. Landlord and Landlord's agents, employees, and contractors have the right to enter the Leased Premises at all reasonable times (or, in any emergency, at any time) to inspect, clean, repair, or alter the Leased Premises as Landlord may deem necessary. Tenant will not be entitled to any abatement or reduction of Rents by reason of any such entry. Additionally, Tenant agrees that during the 12-month period prior to the expiration of the Lease Term, Landlord may exhibit the Leased Premises to prospective tenants.

27. Holding Over. If Tenant continues to occupy the Leased Premises with the consent of Landlord after the expiration of the Term or other termination of this Lease, such holding over will, unless otherwise agreed by Landlord in writing, constitute a tenancy from month to month.

During any period of holding over, Tenant shall continue to be subject to all of the provisions, conditions, and obligations of this Lease, except that during such period, the Monthly Rent that is currently in effect prior to the expiration of the Term shall increase to 125% of the Monthly Rent one to three months in holdover status, 150 % of the Monthly Rent four to six months in holdover status, and 200% of the Monthly Rent seven months or more in holdover status. Tenant hereby indemnifies and agrees to hold Landlord harmless against any cost, expense, damages, or other liability, including the cost of defending any claim or action by a third party, resulting from Tenant's continued occupancy of the Leased Premises after the Term, as well as loss of Rents during a vacancy period involving Landlord's loss of a tenant due to Tenant's holdover.

28. Landlord's Lien. As security for the performance of the obligations of Tenant under this Lease, Tenant grants Landlord a security interest in all equipment, inventory, fixtures, furniture, and all other property now owned or acquired in the future by Tenant that is located in the Leased Premises and all proceeds of such property. Tenant will not remove any personal property from the Leased Premises until Tenant has satisfied all of its obligations under this Lease in full. Landlord may give notice of its intention to dispose of such property in any manner permitted by law when enforcing its rights related to such security interest. Additionally, Landlord will be deemed to have satisfied any requirement for reasonable notice to Tenant of Landlord's intention to dispose of any property when enforcing its rights pursuant to the enforcement relating to such security interest if Landlord gives such notice at least ten (10) days before the date of disposition. Any sale made pursuant to the enforcement of such security interest will be deemed to have been a public sale conducted in a commercially reasonable manner and in accordance with Landlord's policies. Tenant agrees to execute and deliver to Landlord within ten (10) days of Landlord's request such financing statements, continuation statements and other instruments which Landlord might reasonably require to perfect, protect, or continue the foregoing security interest.

29. Responsibility for Hazardous Materials.

29.1 Definitions. As used in this Lease, the following terms shall have the meanings set forth in this Section:

(a) Hazardous Material. "Hazardous Material" means any substance, material or waste which is reasonably considered by Landlord to pose an actual or potential threat to the health or safety of persons entering the Property or which is or at any time in the future becomes regulated as "hazardous" or "toxic" or under any other similar designation by any local, state, or federal governmental authority. Such term includes, without limitation, (i) asbestos; (ii) any material, substance or waste defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); (iii) any material, substance, or waste defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.); (iv) any petroleum product; or (v) any material, substance, or waste defined as a "regulated substance" pursuant to Subchapter IX of the Solid Waste Disposal Act (42 U.S.C. § 6991 et seq.).

(b) Indemnified Person. “Indemnified Person” means Landlord, Landlord’s building manager, present and former Regents, and their respective directors, trustees, officers, employees, representatives, and agents in both their individual and official capacity.

29.2 Notices. Tenant shall promptly notify Landlord if Tenant becomes aware of the release of any Hazardous Material on the Real Estate, in the Building, or in the Leased Premises.

29.3 Indemnification. Tenant agrees that it will not bring onto the Real Estate or Leased Premises any Hazardous Material other than inventory, cleaning supplies, and other materials in normal quantities ordinarily used in the operation of its business. Tenant will not permit any employee, agent, officer, director, or invitee of Tenant or any person occupying the Leased Premises by, through, or under Tenant to bring any Hazardous Material onto the Real Estate or Leased Premises other than that ordinarily used in the operation of the Tenant’s business. Tenant hereby indemnifies each Indemnified Person from and against any and all loss, cost, damage, and expense arising from the introduction of any Hazardous Material onto the Leased Premises or Real Estate by Tenant, any employee, agent, officer, director, or invitee of Tenant, or any other person occupying the Leased Premises, or any portion of the Leased Premises, by, through, or under Tenant.

29.4 Remedies of Landlord. If Landlord becomes aware of the presence or suspected presence of any Hazardous Material brought onto the Real Estate or Leased Premises in violation of this Section, Landlord may so notify Tenant and request that Tenant institute remedial action. Tenant will, within ten days of receipt of such notice, at its sole cost and expense, commence such action as is specified by Landlord to remove all such Hazardous Material from the Leased Premises or Real Estate and will diligently pursue such action to completion. Tenant shall ensure that such work is performed in accordance with all applicable laws, ordinances, and regulations governing such work. If Tenant fails to undertake the work, Landlord may, at its option, give notice to Tenant that Landlord will (i) undertake such work, in which event Tenant shall reimburse Landlord (for all costs and expenses, including the fees of attorneys, engineers and other consultants, that Landlord incurs in such work; or (ii) terminate this Lease, without prejudice to any claim for damages resulting from Tenant’s breach. Landlord shall not be obligated to exercise either of the remedies specified in the preceding sentence, and the remedies provided in this Section shall not be considered exclusive, nor will they preclude any claim for damages or any other remedy which may be available under this Lease or by law.

30. Indoor Air Quality. Landlord may impose restrictions relating to Tenant’s activities, operations, equipment, and materials to the extent they may generate unacceptable levels of indoor air contaminants in the Building, Building systems, or Building components. Tenant shall not use, store, install, or handle (or permit use, storage, installation, or handling) any chemicals, materials, or other potential pollution sources in the Building without first obtaining the written consent of Landlord. If Landlord provides consent, Tenant shall use, store, install, and handle all such items at in compliance with all applicable local, state, or federal laws or regulations or industry standards. Tenant shall not modify or alter any ventilation equipment in the Building nor do anything that might adversely impact the indoor air quality of the Building.

Tenant will immediately notify Landlord of any complaints that might typically be associated with indoor air quality, such as complaints of chronic eye, nose, and throat irritation; respiratory problems; acquired allergies; or chemical sensitivities. Landlord may, as it considers appropriate, conduct investigations and monitor indoor air quality. Tenant shall remedy, to the satisfaction of Landlord, any problems in the Building relating to indoor air quality caused by Tenant or its agents that Landlord discovers or identifies. Tenant shall indemnify and hold Landlord; Landlord's present and former Regents; Landlord's building manager; and their respective directors, boards, trustees, officers, employees, agents, and representatives, in their individual official capacity, harmless from and against any and all claims, actions, damages, liabilities and expenses arising from Tenant's violation of this Section. Landlord makes no express warranties to Tenant and disclaims any implied warranties relating to the indoor air quality in the Building and environmental condition of the Building.

31. Compliance and Notifications. Tenant represents and warrants to Landlord and covenants with Landlord that Tenant will at Tenant's expense: (a) comply with all laws, rules, and regulations of governmental agencies and regulatory authorities in the conduct of Tenant's business, use of the Lease Premises, and use of any equipment, appliances, and property at the Leased Premises; (b) comply with specifications of manufacturers regarding the installation, maintenance, and use of equipment at the Leased Premises; (c) comply with all laws, rules, regulations, requirements, and guidelines of governmental agencies and regulatory authorities in all matters pertaining to waste water and disposal of waste water; (d) provide Landlord copies of all licenses, permits, certificates, and certifications applicable to any laboratory maintained in or on the Leased Premises, including any renewals or extensions; (e) provide Landlord a complete inventory of hazardous materials maintained in or on the Leased Premises for use in any laboratory or otherwise and provide regularly updated copy of such list; (f) ensure that Tenant's employees are properly trained in matters relating to safety in the use of equipment and performance of any functions which may involve the use of hazardous materials; (g) comply with all requirements of governmental agencies and regulatory authorities with respect to use, storage, maintenance, transport, delivery, and disposal of hazardous materials; research protocols and procedures; use of equipment; and conduct of research; (h) Have in place health and safety programs and comply with health and safety compliance programs applicable to Research Park tenants and occupants. Tenant shall not dispose of hazardous materials down sanitary or storm drains, in dumpsters or other trash receptacles on the property, or by evaporation. Tenant must notify Landlord in advance of the use of any non-routine chemicals or chemicals that may impact other tenants. All chemical use must be done in a manner that does not cause exposures or odors for other occupants. Additionally, Tenant shall immediately notify Landlord of (i) any serious health or safety hazard at the Leased Premises, the Building or the Research Park; (j) any action by any governmental agency, regulatory authority, licensing body, certification body, or other organization revoking, suspending, denying, limiting, restricting or otherwise adversely affecting the ability of Tenant or any other tenant of the Building or the Research Park to conduct its business, conduct research activities, or use laboratory or other equipment at the Leased Premises; (k) any nuisance created by any other tenant, Building occupant, visitor, or other person at the Research Park; (l) violations of Building or Research Park rules by other tenants, occupants or visitors; (m) claims, causes of action, suits, related to Tenant's use of Leased Premises; and (n) noncompliance by other tenants, Building occupants, visitors, and others with legal requirements applicable to the use and occupancy of the Building and the Research Park.

32. Relocation. Landlord reserves the right to relocate the Tenant to other space in the Building or another building in the Research Park or in other property controlled by the Landlord, by giving Tenant prior written notice of Landlord's intention to relocate, provided (a) the new premises are similar to the Leased Premises in the area, (b) Landlord gives Tenant at least thirty (30) days' advance notice of the relocation. Effective on the date of such relocation, this Lease shall be amended by changing the description of the Leased Premises to the description of the new space. Landlord agrees to pay the documented direct, out-of-pocket, actual and reasonable expenses incurred by Tenant in relocating to the other space.

33. Security Deposit. Tenant shall place the Security Deposit with Landlord upon Tenant's execution of this Lease. Landlord will hold the Security Deposit during the Term without liability for interest and as security for the performance by Tenant of all its obligations under this Lease. Tenant agrees that the Security Deposit is not an advance payment of Rent nor a measure of Landlord's damages for any default by Tenant. Landlord may commingle the deposit with Landlord's other funds and may periodically without prejudice to any other remedy, use the Security Deposit to satisfy any obligation of Tenant under this Lease. Following any such application of the Security Deposit, Tenant will pay to Landlord on demand the amount so applied and restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, Landlord will return the balance of the deposit remaining after any such application to Tenant. If Landlord transfers Landlord's interest in the Leased Premises during the Term, Landlord will assign the Security Deposit to the transferee and will then have no further liability with respect to the Security Deposit.

34. Abandoned Property. Landlord may treat all personal property that Tenant does not remove from the Leased Premises within five (5) days after the expiration or termination of this Lease as abandoned property. Landlord may keep it, or, at the expense of Tenant, dispose of it in any manner and for such consideration Landlord, in Landlord's sole discretion, considers appropriate.

35. Default. Each of the following events are events of default by Tenant under this Lease: (a) Tenant fails to pay any Rents or other sum payable by Tenant under this Lease when due, and such failure continues for ten (10) days after written notice of such default to Tenant; (b) Tenant fails to comply with any provision of this Lease or the Building Rules, and such failure continues for ten (10) days after Landlord gives Tenant written notice of such default; (c) Tenant or any guarantor files proceedings (or proceedings are filed against Tenant or Guarantor) under the federal bankruptcy act or any similar law; (d) Tenant or any Guarantor is adjudicated as bankrupt or insolvent in proceedings filed under the federal bankruptcy act or any similar law; (e) Tenant or any Guarantor becomes insolvent, or makes a transfer in fraud of creditors or an assignment for the benefit of creditors; or (f) a receiver or trustee is appointed for Tenant, or any Guarantor or any of their assets.

36. Remedies. On the occurrence of any event of default, Landlord will have the option to do the following, without any notice or demand, in addition to and not in limitation of any other remedy permitted under this Lease or by applicable law:

36.1 Termination. Landlord may terminate this Lease, in which event Tenant will immediately surrender the Leased Premises to Landlord. If Landlord terminates this Lease as a result of Tenant's default, Landlord may accelerate Rents in which case the remaining balance of the Rents for the Entire Term will be immediately due and payable, in addition to any other amounts Tenant may owe Landlord under this Lease. If Tenant does not surrender possession, Landlord may enter and take possession of the Leased Premises and remove Tenant and Tenant's property without being subject to any claim for damages. Such action shall be without prejudice to any remedies that Landlord may have to collect the remaining balance of the Rents for the Entire Term. Additionally, Tenant shall pay Landlord all expenses occasioned by Tenant's default, including court costs, reasonable attorneys' fees, the costs of taking possession of and repairing any damage to the Leased Premises and all other damages caused by or resulting from Tenant's default and all related or incidental costs. Landlord shall have a valid and first priority lien on all of Tenant's personal property located at the Leased Premises as security for the payment of Rent and other obligations under this Lease. Tenant agrees not to remove from the Leased Premises any of its equipment, books of account, personal property or fixtures until Tenant has fully and finally paid and settled with Landlord all amounts that Tenant may owe under this Lease.

36.2 Reletting. If Landlord does not terminate this Lease, Landlord may, at its option, reenter the Leased Premises and remove any personal property of Tenant (forcibly, if necessary, without being guilty of trespass or subject to any claim) and relet the Leased Premises for the benefit of Tenant. In such event Tenant shall pay Landlord all costs that Landlord incurs in such action including the reasonable costs of taking possession of and repairing the Leased Premises, the cost of preparing the Leased Premises for reletting, attorneys' fees, brokerage commissions, and all other damages caused by Tenant's default. Additionally, in such event, Tenant shall remain obligated to Landlord for the difference between (i) the remaining balance of the Rents for the Entire Term, and (ii) any rent received by Landlord as a result of such reletting, and the Rents for which Tenant is obligated and will not be released from liability for its obligations under this Lease. If Landlord relets the Leased Premises at a rental rate that is higher than the Rents under this Lease, Landlord shall be entitled to retain the excess rent payable under the new lease.

36.3 Election not to Relet. If Landlord elects not to terminate this Lease and does not relet the Leased Premises for the benefit of Tenant, Tenant shall remain obligated to Landlord for the remaining balance of the Rents for the Entire Term plus all damages caused by Tenant's default.

36.4 Option to Perform. Landlord may, without prejudice to any other remedies available to Landlord, perform or arrange for performance of any obligations that Tenant did not perform or satisfy under this Lease. Tenant agrees to reimburse Landlord on demand for any reasonable expense that Landlord incurs in such matters. Landlord will not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise.

37. Waiver of Default. Any action by Landlord during the Term will not be deemed an acceptance of an attempted surrender of the Leased Premises, and any agreement to accept a

surrender of the Leased Premises will not be valid unless made in writing and signed by Landlord. Any reentry or taking possession of the Leased Premises by Landlord will not be construed as an election by Landlord to terminate this Lease, unless Landlord gives written notice of termination to Tenant. The failure of Landlord to enforce the Building Rules against Tenant or any other tenant in the Building will not be deemed a waiver.

38. Attorneys' Fees. In any action by one party against the other to enforce this Lease, the prevailing party may seek to recover reasonable attorney's fees and other expenses incurred by such party in connection with such action, as awarded by a court of competent jurisdiction.

39. Mechanic's and Materialmen's Liens. If any mechanic's or materialmen's lien are filed against the Leased Premises or the Building because of any work, labor, services, materials, or equipment furnished to or for Tenant, Tenant shall take all action necessary to fully satisfy the lien by bond or otherwise within thirty (30) days after receiving notice of filing the lien. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or the request of Landlord, express or implied, to any contractor, subcontractor, laborer, or materialmen for the performance of any labor or the furnishing of any materials for any improvement, alteration, or repair of the Leased Premises, nor as giving Tenant any right, power, authority to contract for or to permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Leased Premises or the Building.

40. Landlord's Transfer. If Landlord transfers Landlord's interest in the Building, Landlord will be released from any further obligation accruing under this Lease, including any claims with respect to any Security Deposit delivered to such transferee. Also, in such event, Tenant agrees to attorn to and look solely to the transferee for the performance of such obligations. The agreement of Tenant to attorn to the transferee of Landlord will survive any termination of rights of Landlord in the Building. Tenant agrees to execute and deliver to the transferee within ten (10) days after any written request all documents and instruments that Landlord may require to confirm such attornment.

41. Subordination. Subject to the conditions set forth in this Section, this Lease and all rights of Tenant under this Lease shall, at the option of Landlord, be subject and subordinate to any Encumbrance held by a lending institution which may hereafter affect the Building, the Real Estate, or any other property associated with the Real Estate. Tenant agrees to execute and deliver to Landlord, within ten (10) days after written request by Landlord, any and all instruments which may be required by Landlord to confirm such subordination. As express conditions to subordinating this Lease to any such Encumbrance, the holder of the Encumbrance shall provide Tenant with a written agreement to the effect that so long as event of default by Tenant has not occurred and is continuing under this Lease, then: (a) Tenant shall not be named as a party defendant or otherwise joined in any foreclosure action or other proceeding which may be taken or instituted by the then holder of the Encumbrance by reason of a default under such Encumbrance; and (b) this Lease shall not be terminated; nor shall Tenant's use, possession, or enjoyment of the Leased Premises be interfered with; nor shall any of Tenant's rights under this

Lease be affected in any other manner, by reason of a default under such Encumbrance or by reason of any foreclosure proceeding or other action instituted as a result of such default.

42. Estoppel Certificate or Three-Party Agreement. Upon request, within ten (10) days, Tenant will execute and deliver to Landlord and any mortgagee a tenant's acceptance letter in the form prescribed by Landlord. At Landlord's request, within ten (10) days Tenant will execute any other estoppel certificate addressed to Landlord and any mortgagee or any three-party agreement among Landlord, Tenant, and any mortgagee certifying to such facts (if true) and agreeing to such notice provisions and other matters as such persons may reasonably require. Such agreement may contain, without limitation, an agreement by Tenant with such mortgagee that after the date of such certificate, Tenant will not pay any Rents more than thirty (30) days in advance of its due date or surrender possession of the Leased Premises or consent to the modification or termination of this Lease by Landlord. Tenant agrees that if Landlord defaults under this Lease, Tenant will not take any action to terminate this Lease or pursue any other remedies which may be available to it without first providing to each mortgagee known to Tenant notice of such default and a reasonable time of not less than thirty (30) days in which to cure such default.

43. Building Name. Landlord reserves the right at any time to name the Building and to change the Building name without liability or obligation to Tenant. Tenant shall not use the name of the Building as part of Tenant's business or trade name. Additionally, Landlord may arrange for a change in the name of the Research Park at any time without liability or obligation to Tenant. Tenant shall not use Landlord's trademarks or logos without prior, written approval by Landlord.

44. Brokerage. Tenant warrants that Tenant has not had any dealings with any broker in connection with the execution of this Lease other than Landlord's leasing agent. Tenant agrees to indemnify and hold Landlord harmless from all claims for commissions or other compensation asserted by any person employed or retained by Tenant with respect to this Lease.

45. Landlord's Liability. Notwithstanding any other provision in this Lease, the obligations of Landlord under this Lease shall be binding upon and enforceable only out of Landlord's interest in the Building, and not upon or out of any other assets of Landlord.

46. Notices. All notices, requests, demands, instructions, or other communications, except legal service of process, required or permitted to be given under this Lease shall be deemed to have been given if given in writing and personally delivered, transmitted by electronic means, or deposited in the United States, first class mail, postage prepaid, by registered or certified mail, return receipt requested, to the addresses or numbers set forth in Section 1. Either party may change the address to which notices are to be given under this Lease by giving notice in the manner provided in this Section.

47. Control in Crisis. If an event occurs that has caused or, in the judgment of Landlord, may cause harm or injury to Building occupants, visitors, or guests or adversely affect the image or reputation of the Research park (including such matters as sanitary or health problems, natural disasters, violent crimes, etc.) (collectively, "Crisis Situations"), Tenant shall

immediately notify Landlord by telephone. Tenant and its employees and agents shall refrain from making any internal or external announcements (including communications with the news media) regarding the Crisis Situation. To the extent Landlord considers appropriate, Landlord may control the manner in which the Crisis Situation is handled, which may include conducting all communications with the news media, providing or arranging care or assistance for injured persons, restricting access to certain areas of the Research Park or the Building, and suspending specified operations. Tenant shall cooperate fully with Landlord in such efforts and activities and will be bound by all Crisis Situation and disaster plan procedures and policies that Landlord may establish.

48. Governing Law. This Lease shall be governed by, and construed in accordance with, the laws of the State of XXXX, without regard to its conflict of law provision. Any legal action relating in any manner to the subject matter of this Lease shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.

49. Joint and Several Liability. If Tenant is more than one person, Tenant's obligations under this Lease are joint and several. If there is a Guarantor, Tenant's obligations under this Lease are joint and several obligations of Tenant and the Guarantor. The release, forbearance, or discharge of any Guarantor will not relieve Tenant from the performance of Tenant's obligations under this Lease.

50. Severability. If any provision of this Lease is illegal, invalid or unenforceable under any present or future law, the remainder of this Lease will not be affected by such provision.

51. Provisions Surviving Termination. Notwithstanding the expiration of the Term or termination of this Lease, the provisions of this Lease relating to the following shall survive and continue in effect: (a) any agreement or obligation of Tenant to attorn to the transferee of Landlord; (b) any indemnification by Tenant in favor of Landlord; Landlord's building manager, Regents, and boards; and their respective directors, trustees, officers, employees, representatives, and agents; (c) remedies available to the parties, including the remedies available to Landlord relating to Tenant's use or storage of Hazardous Materials or relating to indoor air quality in the Building and remedies available to Landlord in the event of Tenant's default or violation of such provisions; and (d) any other provision which, by its nature, involves an obligation extending beyond the expiration of the Term or termination of this Lease.

52. Binding Effect. This Lease will be binding on and inure to the benefit of Landlord and Tenant and their respective personal representatives, successors and permitted assigns.

53. Time is of the Essence. Time is of the essence with respect to the performance by the parties of their respective obligations under this Lease. If the time for performance of any obligation under this Lease falls on a Saturday, Sunday, legal holiday, or University holiday, such time shall be extended to the next business day.

54. Consent to Breach. Any assent, express or implied, to any breach of any covenant in this Lease shall operate as such only in the specific instance and shall not be construed as an assent or waiver of any condition or covenant generally, nor be applicable to any subsequent breach.

55. Remedies Cumulative. The various rights, powers, elections and remedies of the parties are cumulative, and not one of them is exclusive of the others or exclusive of any right or remedy permitted by law.

56. Entire Agreement. Tenant agrees that there are no representations, understandings, stipulations, or other agreements relating to the Leased Premises which are not incorporated in this Lease. This Lease may not be altered, waived, amended, supplemented or extended, except by a written agreement signed by Landlord and Tenant.

57. Title IX. Tenant acknowledges and understands that Landlord may have federal obligations to investigate and remedy potential harassment or discriminatory actions taken against its students or employees while on the premises. Tenant agrees to cooperate with Landlord in any such investigation, and agrees to take remedial actions to ensure such harassment or discrimination ceases. If, however, Landlord determines that the remedial action is insufficient, Landlord may terminate this Lease immediately.

58. Non-discrimination. As applicable, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. seq.) are incorporated into this Lease and must be included in any subcontracts awarded involving this Lease. The parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, disability, political beliefs, sex, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Assistance Act of 1974, 38 U.S.C. §4212.

LANDLORD:

BOARD OF REGENTS OF THE
XXXXXXX ON BEHALF OF THE
XXXXXX

By _____

Read & Acknowledged:

By _____

TENANT:

By _____

STATE OF XXXXX)
) ss.
COUNTY OF XXXXX)

The foregoing instrument was acknowledged before me this ____ day of _____, 20XX, by XXXXXXXXX, on behalf of the Board of Regents of the XXXXXX.

Notary Public

My Commission Expires:

Commission No.:

[SEAL]

STATE OF XXXX)
) ss.
COUNTY OF XXXX)

The foregoing instrument was acknowledged before me this ____ day of _____, 20XX by _____, as _____ of _____ (TENANT).

Notary Public

My Commission Expires:

Commission No.:

[SEAL]

EXHIBITS

- A Leased Premises Floor Plan
- B Building Rules
- C Contractor – Insurance Requirements

EXHIBIT A
LEASED PREMISES FLOOR PLAN

EXHIBIT B

RESEARCH PARK BUILDING RULES

1. No items shall be bolted to the walls, without prior approval. Small nails (1/4 inch head) may be used without prior approval. Tenant shall be responsible for the cost of repairing and painting the walls upon removal and/or termination of any bolted items. Where whiteboards are in question, the terminating tenant may elect to leave the whiteboard hanging in place in order to avoid a charge for wall repair.
2. Tenant and its employees and agents shall not obstruct the sidewalks, entries, passages, corridors, stairways, or elevators or use them for purposes other than ingress and egress to and from the Leased Premises.
3. No signage/posters/flyers/advertisements/showcases may be affixed or placed inside or outside of the Building without Landlord's prior written consent.
4. No bottles, parcels, plants, or other articles may be placed on any windowsill. Tenants will adjust shades to block the direct rays of the sun to reduce the Building's air conditioning requirements.
5. Each Tenant should recycle and arrange for pick up.
6. No bicycles, vehicles, or animals (excluding service animals) may be brought into the Building. Service animals must be harnessed, leashed, tethered, or under the control of the individual with a disability through voice, signal, or other effective controls. Where the presence of the animal may compromise a sterile environment, it may be appropriate to exclude the animal from that environment.
7. Tenant's children must be supervised at all times, in accordance with XXXXX Campus Guidelines found at:
XXXXX. Running up and down the halls and stairways is prohibited.
8. No Tenant will be allowed to reside in any office or building not designated as residential.
9. All improvements inside the Leased Premises should first be approved in writing by the Landlord's Research Park Management Office in accordance with this Lease.
10. Landlord requests each Tenant assign no more than two employees as building contacts for the purpose of notifying the Research Park Management Office of repair and/or Building issues.
11. All calls for repairs shall be made directly to the Research Park Management Office at XXXXX.
12. Tenant shall not place additional locks on any doors or duplicate keys without Landlord's prior written consent. Landlord will furnish two (2) keys, at Tenant's expense, and Tenant shall surrender them upon the termination of this Lease. Also, upon termination of this

Lease Tenant shall give Landlord or its agent information necessary to operate lock combinations on doors or vaults.

13. Building hours are 7:30 a.m. to 5:30 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. Saturday. Anyone needing after-hours access should have their designated contact (as stated in 10 above) contact the Research Park Management Office, in accordance with the terms of this Lease.
14. Tenants must tidy up their respective areas after they sponsor a special function, i.e., holiday party, reception. If left-over food is in the trash, the trash must be taken to the nearest dumpster.
15. Tenant shall not disturb or permit anyone else to disturb the occupants or other visitors of the Building.
16. The Research Park Management Office shall be notified of any after-hours or special day time functions that could possibly affect after-hours closure of the Building, raise parking issues, or require special clean-up needs for Tenant's Leased Premises and/or common space. Tenant will be responsible for expenses associated with after-hours events.
17. All lights should be turned off when office is not in use.
18. Landlord reserves the right to rescind any of the foregoing regulations and to make such other regulations as are needed from time to time in Landlord's reasonable judgment to promote the safety, protection, care, and cleanliness of the Building, tenants, and the Research Park.
19. Tenant shall not exceed the weight of the live load per square foot of the floor area with equipment, furniture, or any other item.
20. Tenant shall not do anything or permit others to do anything in the Leased Premises or bring or keep anything there that will in any way obstruct or interfere with the rights of other tenants or in any way injure or annoy them; or conflict with the laws relating to fire and safety or with any regulations of the University, local fire department or municipal ordinances, or Landlord's insurance policies covering the Building.
21. No person may carry or bring onto the Leased Premises, the Building, or the Research Park any handgun, firearms, or other weapon, including any concealed weapon, other than law enforcement authorities, security personnel during the course of their usual duties, and as permitted by law.
22. All applicable XXXXXXXX policies (including University Building Rules and Regulations and Facilities Use Policies) must be adhered to. Examples of applicable policies, include but are not limited to, Tobacco Free Policy (no tobacco use allowed on state property) and Parking and Transportation Policies (decal parking only). Copies of applicable University polices may be found at XXXXXXXX or obtained from the Research Park Management Office.

EXHIBIT C

Tenant's Contractor's Minimum Insurance Requirements

Commercial General Liability

General Aggregate	\$1,000,000
Products/Comp/OP AGG	\$1,000,000
Each Occurrence	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$1,000,000
Medical Payments (Any One Person)	\$10,000

Builder's Risk Insurance	Provide proof of coverage
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Automobile Liability

Bodily Injury/ Property Damage Each Accident	\$1,000,000
Personal Injury Protection	Statutory (if applicable)

Workers' Compensation

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	\$100,000
	\$500,000
	\$100,000