

**EXHIBIT "B"**  
**RULES AND REGULATIONS**  
**to**  
**SMALL BUSINESS INCUBATOR**  
**LEASE AGREEMENT**

1. Lessor shall provide Lessee with two keys for each exterior door lock. No additional locks shall be placed upon any doors of the premises by Lessee and Lessee agrees not to have any duplicate keys made nor have the locks changed without the consent of Lessor.
2. Lessee, its invitees or guests, shall not disturb other occupants of the building by making any undue or unseemly noise, or otherwise. Lessee shall not, without Lessor's written consent, install or operate in or upon the premises any machine or machinery causing noise or vibration perceptible outside the premises. All combustible material must be kept in OSHA approved containers.
3. Lessee shall not mark or drive nails or screws into the woodwork or walls, or paint or in any way deface the building or any part thereof, or the premises or any part thereof, or fixtures therein without consent of Lessor. The expense of remedying any breakage, damage or stoppage resulting from a violation of this rule shall be borne by Lessee.
4. Canvassing, soliciting and peddling in the building are prohibited and each Lessee shall cooperate to prevent such activity. This is not to preclude industrial sales representatives. Lessor reserves all vending rights.
5. Lessee shall have the non-exclusive right, along with other lessees of the building, to use the parking area located on the land upon which the building is located, except for portions of the parking area necessary for entrances, exits, driveways, walkways, loading and unloading areas. Lessor shall have the authority at any time to designate portions of the parking area for exclusive use by certain tenants in the building, or to regulate the use of the parking areas in general.
6. Lessor assumes no responsibility for and shall not be liable for any damage resulting from any error in regard to any identification of lessee or its employees from admission to or exclusion from the building.
7. The Lessor's responsibility for janitorial and other custodial services shall be limited to the exterior and common areas of the building, such as hallways, restrooms, etc. only if these areas are shared by other tenants. Otherwise the sole tenant shall be responsible. Reasonable care and caution shall be used by lessee to keep all shared facilities by tenants and administrators clean.
8. Lessee shall exercise care and caution to insure that all water faucets, water apparatus and electrical apparatus are carefully and entirely shut off before lessee or its employees leave the building so as to prevent waste or damage. Lessee shall be responsible for any damage to the premises or the building and for all damages or injuries sustained by other Lessee or occupants of the building arising from Lessee's failure to observe this provision.
9. Lessor reserves the right to exclude or expel from the building any person who, in the judgment of the Lessor, is under the influence of liquor or drugs, or someone who brings in or stores any drugs on the premises, or who is, in the judgment of Lessor, disturbing other Lessees or Lessor in any way or who shall in any manner do any act in violation of any of the rules and regulations of the building.
10. Lessor shall not be responsible to Lessee for the non-observance or violation of any of these Rules

and Regulations by any other tenant. Lessor reserves the right to make such other reasonable rules and regulations as may be necessary or appropriate, in Lessor's sole judgment, for the safety, care and cleanliness of building, and for the preservation of good order therein. Subsequent rules and regulations shall be binding upon the parties hereto the same as if inserted in this lease at the time of execution.

11. Lessee agrees not to store any merchandise crates, goods, supplies or other materials of any kind outside the leased premises without special permission. Lessee further agrees not to burn trash or other substances in or on the exterior of, the leased premises.
12. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by Lessee who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.
13. Lessee agrees to hire workers within the Pioneer Technology Center School District when those with the needed skills are available.
14. The Lessee agrees to an employment policy, which is to provide an equal employment opportunity for all qualified members and applicants without regard to race, color, religion, sex or national origin.

\_\_\_\_\_  
(Company Name)

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

As a tenant of Pioneer Technology Small Business Incubator, 2101 North Ash, Ponca City, Oklahoma, 74601, I, \_\_\_\_\_, understand that in connection with my leasing business space as described in the lease agreement between me and Pioneer Technology Center Small Business Incubator, Pioneer Technology Center, its Employees, Agents, Advisors, Directors, or Board Members may provide business guidance and advice to me from time to time, while I remain a tenant at the Pioneer Technology Center's Small Business Incubator and possible thereafter. In consideration for the lease of the above referred business space, as well as for the acceptance of business guidance and advice from any of the above, I, \_\_\_\_\_ do agree to indemnify and hold harmless the Pioneer Technology Center Small Business Incubator, Pioneer Technology Center, its Employees, Agents, Advisors, Directors, or Board Members from any and all claims, suits, or other legal actions or liabilities arising out of or resulting from the business operations of my company.

For purposes of this memorandum of understanding, the term business operations includes at least marketing, manufacturing, selecting, delivering, possessing, using operating, selling or returning any and all goods and/or services, any advice or services provided in connection with the business. It is from these business operations, whether motivated, encouraged, provoked, initiated, generated, or otherwise stimulated by action of Pioneer Technology Center Small Business Incubator, Pioneer Technology Center its Employees, Agents, Advisors, Directors, or Board Members that I do hereby agree to indemnify and hold harmless Pioneer Technology Center Small Business Incubator, Pioneer Technology Center, its Employees, Agents, Advisors, Directors, or Board Members.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
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