

**Mid-America Technology Center
Lease Agreement**

THIS LEASE AGREEMENT (the “Agreement”) is made and entered into upon the date of the last signature affixed hereto by and between Technology Center School District No. 8 of McClain County, Oklahoma d/b/a **MID-AMERICA TECHNOLOGY CENTER**, a political subdivision of the State of Oklahoma (“Lessor”), and **TREK Coffee Co., an Oklahoma Limited Liability Corporation** (“Lessee”).

1. **Leased Premises.** In consideration of the rent to be paid and the covenants to be performed by the Lessee, the Lessor does hereby lease to the Lessee and the Lessee hereby rents from the Lessor, the “Leased Premises” described below, together with the non-exclusive right to use the common areas in the building in which the Leased Premises are located:

361 square feet of retail space in the Main Building, located at 27438 OK-59, Wayne, OK 73095.

2. **Term.**

a. The term of this Agreement shall begin January 1, 2025, and end on June 30, 2025 (the “Initial Term”). The parties may extend this Agreement for subsequent one-year periods, beginning July 1 and ending June 30, upon mutual written ratification and approval by the parties.

b. The Lessor reserves the right to terminate this Agreement upon thirty (30) days’ written notice if Lessor, in its sole judgment, determines that the Lessee has breached this agreement, becomes unable or unwilling to manage its company, violates applicable policies of Lessor’s Board of Education, becomes insolvent, or is convicted of committing a crime. Lessee may terminate this agreement with 60 days’ written notice to Lessor.

3. **Rent.** The Lessee agrees to pay the Lessor \$513 per month in advance, on the first day of each calendar month during the Initial Term as rent for and the use and occupancy of the Leased Premises.

4. **Care and Use of Premises and Property.**

a. The Lessee shall use the Leased Premises only for the business described in the summary attached hereto as Appendix A. It is expressly agreed that Lessee will not deviate its business operations described therein without the express consent of Lessor, which will not be unreasonably withheld. The Lessee agrees to comply with all local, state, and federal laws and ordinances affecting the Leased Premises and Lessee’s use and occupancy thereof. Lessee shall comply with all rules and regulations established from time to time by the Lessor and shall comply with all applicable Board policy. Lessee shall not use, nor display products or materials, that are inconsistent with Lessor’s mission and purpose as a public school district.

b. The Lessee, at Lessee’s sole cost and expense, shall maintain the Leased Premises in good condition and repair, reasonable wear and tear excepted. The Lessee shall not be required to make repairs or perform any structural or nonstructural maintenance, repair or replacement to the roof, foundations, walls, heating, air conditioning, plumbing and other systems and facilities, mechanical or electrical.

c. The Lessee shall have the right during the Term of this Agreement to erect or install upon or in the Leased Premises any improvements, fixtures, machinery, signage and equipment that the Lessee deems appropriate for its permitted use, provided, however, that plans for any improvements or alterations to the Leased Premises must be approved in writing by Lessor, which approval will not be unreasonably withheld. Leasehold improvements and fixtures made or installed at Lessee's expense shall belong to Lessee during the Term of this Agreement. Upon termination of this Agreement, Lessee shall, at the request of Lessor, and at the sole cost and expense of Lessee, remove Lessee's fixtures and repair all damages to the Leased Premises caused by such removal. All alterations and improvements to the Leased Premises shall, upon termination of this Agreement by expiration of the Term or otherwise, become the property of Lessor.

5. **Utilities.** The Lessor will furnish to the Leased Premises gas, water, sewer and electricity in reasonable amounts and at reasonable times consistent with the use of the Leased Premises for the use described in Appendix A during operating hours as agreed upon herein. The Lessor shall invoice the Lessee for any utilities consumed in excess of normal usage on a monthly basis. The Lessee shall pay to the Lessor such amounts as additional rent. Lessor shall likewise provide Lessee with access to internet and data services necessary to conduct its business.

6. **Security Deposit.** The Lessor acknowledges receipt of a one-time Security Deposit in the amount of \$1,000 as a deposit for the faithful performance by Lessee of all of its obligations under this Agreement as well as any extensions or renewals thereof. No interest shall be paid on Lessee's Security Deposit. The Lessor may use the Security Deposit to offset any amounts due to the Lessor for unpaid rent, damages to the Leased Premises, or otherwise. The unused portion of the Security Deposit, if any, will be returned to the Lessee within a reasonable period after termination of the Agreement.

7. **Option by Mid-America.** The parties agree that Lessor has the non-exclusive right and option to place items in the Leased Premises for sale. As part consideration for Lessee's use of the Leased Premises, Lessee agrees to facilitate and manage such sales for Lessor and to remit all profit from such sales to Lessor. Upon request by Lessor, Lessee will submit an accounting of such sales to Lessor.

8. **Indemnification by Lessee; Liability Insurance.**

a. Lessee shall indemnify and save harmless the Lessor from and against all liabilities, obligations, damages, claims or actions, and from all associated costs, including reasonable attorneys' fees, arising from or related to the Lessee's use and occupancy of the Leased Premises, whether or not created by the Lessee. If any such action or proceeding is brought against the Lessor, the Lessee, upon written notice from the Lessor, shall at Lessee's sole cost and expense, resist or defend the same through counsel satisfactory to Lessor. This indemnity is supplemental to, and not in lieu of, the insurance required of Lessee.

b. Prior to taking possession of Leased Premises, Lessee shall obtain a Commercial General Liability insurance policy and a Professional Liability insurance policy, each insuring Lessee in an amount not less than \$125,000.00 for personal injury to or death of any individual, and \$1,000,000.00 in the aggregate for personal injury or death. During the Term of this Agreement, the Lessee shall carry and maintain general public liability insurance against claims for injury, wrongful death or property damage occurring upon, in or about the Leased Premises. The Lessee shall also carry workers' compensation insurance, commercial automobile insurance if applicable, and any other insurance required by law during the Term of the Agreement. The policies shall be issued by a

reputable insurance company, licensed to transact business in the State of Oklahoma and the policy shall name Mid-America Technology Center as "additional named insured." Lessee hereby certifies that it will maintain said insurance and Lessee shall send to Lessor evidence of coverage. Each insurance policy shall contain an agreement that the policy shall not be cancelled without thirty (30) days' prior written notice to Lessor.

c. Lessee agrees to maintain, at Lessee's own expense, property damage insurance (fire, etc.) in sufficient amount to cover personal property owned by the Lessee located on the premises described in this Agreement. Lessee agrees to hold Lessor harmless for all claims for loss, damage, cost or expense in connection with such property resulting from fire, casualty or other occurrence, whether or not the loss is the result of negligence by the Lessor.

9. **Success of Failure of Lessee Business.** Lessee specifically recognizes and acknowledges that the business venture to be undertaken by the Lessee under this service agreement depends upon the ability of the Lessee as an independent businessperson, as well as other factors, such as market and economic conditions, beyond the control of the Mid-America Technology Center and the Lessee. Lessee acknowledges that success or failure of the business enterprise will be dependent on the business acumen and diligence of Lessee. Lessee agrees that success or failure of the business will not depend on the Lessor's performance under this Agreement, and Lessor makes no representation or warranties as to the success of Lessee's business. The Lessee agrees to waive any and all claims whatsoever arising from the furnishing or receipt of assistance against the Lessor, volunteers within the Lessor and any others from whom the client may receive information or advice in connection with the Lessor.

10. **Default.**

a. If Lessee defaults in the payment of any rent or other amount provided for in this Agreement and the default continues for ten (10) days after written notice to Lessee or if the Lessee defaults in the performance of any other obligation of this Agreement and the default continues for thirty (30) days after written notice to Lessee, then the Lessor may, at its option, without further notice or demand, lawfully repossess the Leased Premises; evict Lessee and all persons claiming under and through Lessee, and remove Lessee's property, forcibly, if necessary, without being guilty of trespass and without prejudice to any other remedies which may be available for Lessee's breach. If any such default cannot with due diligence be remedied within the thirty (30) day period, a course of action adequate to remedy the same shall be commenced by Lessee within that period and shall be prosecuted with diligence and continuity. Upon Lessee's default, the Lessor shall have the option to either (i) terminate this Agreement; or (ii) declare the Agreement breached and hold the Lessee liable for damages, including acceleration of the entire unpaid balance of the rent and other charges for the remaining period of the Agreement. Lessor may, without terminating this Agreement, relet said Leased Premises for the account of the Lessee upon such terms and conditions as are commercially reasonable at the time. Rentals received from such reletting shall be applied: FIRST, to the payment of any indebtedness, other than rent; SECOND, to the payment of rent due and unpaid hereunder; and THIRD, to the payment of any cost of such reletting, including, without limitation, brokerage fees and the cost of remodeling, renovating and alterations to make the Leased Premises suitable for a successor tenant.

b. All unpaid rental and other amounts due to Lessor from Lessee hereunder shall bear interest at the rate of ten percent (10%) per annum from the date due until paid.

c. If the Lessee fails to surrender possession to Lessor, either after default as stated in this paragraph, or upon any termination of this Agreement, Lessee shall be obligated for Lessor's costs of recovering possession, including attorneys' fees.

d. If either party institutes any action against the other party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to any amount due or other relief, a reasonable attorneys' fee to be fixed by the court.

11. **Bankruptcy of Lessee.** If at any time during the Term of this Agreement proceedings in bankruptcy are instituted by or against the Lessee, or if a receiver of the business or assets of Lessee is appointed, or the Lessee makes an assignment for the benefit of creditors, Lessor may, at its option, immediately take possession of the Leased Premises and terminate this Agreement.

12. **Notices.** All notices and other communications to be given shall be delivered to the parties by certified or registered mail, facsimile or by personal delivery to the following addresses:

As to Lessor:

Mid-America Technology Center
27438 OK-59
Wayne, OK 73095
Attn: Terri Hays

As to Lessee:

or at such other address as either party may designate to the other by written notice in the manner provided above.

13. **Miscellaneous.**

a. **Entry by Lessor.** Lessor may, during the term of this Agreement, at all reasonable times and during usual business hours, enter upon the Leased Premises for the purpose of inspecting the same, effecting repairs or responding to any emergency. At any reasonable time within six (6) months preceding the expiration of the Initial Term or any Renewal Term of this Agreement, the Lessor may enter upon the Leased Premises to show the Leased Premises to prospective lessees.

b. **Promotional Activities.** The Lessee agrees to cooperate with the Lessor's reasonable efforts to promote and publicize the Mid-America Technology Center and the Lessee's company through issuance of press releases, granting of interviews, tours of the facility, and general public relations opportunities..

c. **Lessor – Lessee Relationship.** The Lessee shall not use any trademark, service mark, or trade name of Lessor, nor shall Lessee hold itself out as having any business affiliation with Lessor other than described in this Agreement.

d. **Entire Agreement.** This Agreement contains all the agreements and understandings made between the parties and may only be modified in writing signed by the parties or their respective successors in interest.

e. **Assignment or Subletting.** Lessee shall not assign this Agreement or any interest herein, or sublease all or any part of the Leased Premises, without the prior written consent of the Lessor.

f. **Hours and Dates of Operation.** Lessee shall open for normal operations all weekdays in which classes are in session from 7:00 a.m. until 4:00 p.m. Lessee may, at Lessee's option but with Lessor's consent, operate extended hours on weekday evenings, weekends, and holidays during special events designated by the Lessor. Lessee agrees that if it declines to open during these special events, Lessor may use the Leased Premises, with as little disruption to Lessee's personal property as reasonable, a concession stand or catering staging station.

g. **Point of Sale Systems.** All point of sale ("POS") systems necessary to conduct Lessee's business operations will be provided by Lessee at Lessee's sole expense. This includes, but is not limited to, any systems required to conduct mobile sales.

h. **Licenses.** Lessee is expressly responsible for obtaining and maintaining, at its own expense, licenses necessary to conduct its business as required by the State of Oklahoma, McLain County or any other controlling jurisdiction. Failure to obtain or maintain required licensing shall constitute a material breach of this Lease Agreement.

14. **Damage to Leased Premises.** If all or any portion of the Leased Premises or the building containing the Leased Premises are destroyed or damaged by fire or other casualty, the Lessor shall elect either to restore and repair the buildings and improvements to their condition at the time immediately preceding such loss or damage or to terminate this Agreement. The Lessor shall notify Lessee of its election within a reasonable period of time but, in any event, within thirty (30) days after the date of the loss. No damage to or destruction of the improvements by fire or other casualty shall give the Lessee the right to terminate this Agreement. If the Lessor elects to repair and rebuild the Leased Premises, rent due under the terms of this Agreement shall be abated during such period of time as the Leased Premises are unfit for occupancy.

WITNESSETH the Parties hereto execute this Lease Agreement upon the date last hereto affixed.

LESSOR:

AUTRY TECHNOLOGY CENTER

By: _____
President, Board of Education

Date: _____

ATTEST:

Clerk, Board of Education

LESSEE:

TREK COFFEE CO.

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A: Description of Use

Lessee will operate a retail coffee shop on the Leased Premises. The establishment will sell prepared-on-demand coffee drinks, smoothies, and packaged food products, as well as packaged coffee.

[ADD detail as appropriate]