

FACILITY USE LEASE AGREEMENT

BETWEEN:

Choctaw-Nicomma Park Public Schools (Hereinafter called "C-NP Schools" or "district")

AND

Life Christian Academy (Hereinafter called "LCA")

WITNESSETH:

1. Statement of Purpose: C-NP Schools does hereby allow the Life Christian Academy (LCA) to utilize the facilities described below subject to the covenants, agreements, term, provisions and conditions of this Agreement.

The real property and building located at 11601 Jeffords in Nicoma Park, Oklahoma (also referred to as the "Building")

2. Term of Agreement: Agreement shall commence on July 1, 2024 or on such a later date as LCA shall occupy the premises or any part thereof with the consent of C-NP Schools for the purpose of carrying on the normal functions of LCA's business (such date for the commencement of the term hereof being hereinafter called the "term commencement date") and shall end on or shall end on June 30, 2029 or such earlier date upon which said term may expire or be terminated pursuant to any of the conditions of limitation or other provisions of this Agreement or pursuant to law. This Agreement may be extended on a year-to-year basis upon mutual written agreement of both parties. For the purposes of this agreement, a contract year would begin on July 1 of a current calendar year and run through June 30 of the next calendar year.

3. Use of Premises: The premises shall be used by the LCA for any of the following LCA programs:

- A. PRE-K – 12th GRADE EDUCATION;**
- B. ATHLETICS AND ACTIVITIES RELATED TO PRE-K – 12th GRADE EDUCATION;**
- C. BEFORE AND AFTER SCHOOL PROGRAMS;**
- D. OTHER PROGRAMS, FUNDRAISERS AND SERVICES RELATED TO PRE-K – 12th GRADE EDUCATION**

4. Rental Payments: The rent reserved under this Agreement for the term hereof shall be and consist of the following fixed rent, namely the sum of:

TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) per month for the lease period

Should the contract be extended, the rental payment would be TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) per month for the life of the extension.

Rental Payment must be made by the tenth (10th) day of the month for which rent is due.

If LCA shall fail to pay any installment of fixed rent or additional rent or other sums or charges by the due date, LCA shall pay a late charge of \$0.10 for each \$1.00 so unpaid. Nothing herein contained shall be intended to violate any applicable law, code or regulation, and, in all instances, such late charge shall be automatically reduced to any maximum applicable legal rate or charge. Such late charge shall be imposed monthly for each late payment and is in addition to all other rights and remedies available to C-NP Schools and shall not be deemed to limit any such rights or remedies.

LCA's obligations and responsibilities pursuant to any provision of this Agreement, including the payment of any fixed rent or additional rent or the keeping, observance or performance of any covenant, agreement, term, provision or condition of this Agreement on LCA's part to be kept, observed or performed, shall survive the expiration or termination of the term of this Agreement.

5. Occupancy:

- (a) If the premises are not ready for LCA's occupancy on the term commencement date, then this Agreement shall not be affected thereby but, in such case, such specific date shall be deemed to be postponed until the date when the premises are ready for LCA's occupancy and LCA shall not have any claim against C-NP Schools, and C-NP Schools shall have no liability to LCA, by reason of any such postponement of such specific date.
- (b) Upon agreement and approval of C-NP Schools, LCA agrees at LCA's sole cost and expense, LCA shall perform all work and other alterations and installations necessary in order to prepare the premises for LCA's occupancy for the use permitted hereunder.
- (c) C-NP Schools will inspect the Building prior to the occupancy by LCA to ensure the Building complies with the rules and regulations of the American with Disabilities Act (ADA). C-NP schools will perform the needed maintenance, within reason, at C-NP School's expense, to bring any ADA issue up to compliance prior to occupancy by LCA. Any changes to the structure of the Building made by LCA after occupancy must meet the guidelines of the ADA at LCA's expense.

6. Use of Premises: LCA shall not use the premises or any part thereof, or permit the premises or any part thereof to be used, for any purpose other than the use hereinabove specifically mentioned, subject, however, to all the covenants, agreements, terms, provisions and conditions of this Agreement. Those portions, if any, of the premises which are shown as toilets and utility areas may be used by LCA only for the purposes for which they are designed.

LCA shall not use or permit the use of the premises or any part thereof in any way which would violate any of the covenants, agreements, terms, provisions and conditions of this Agreement or for any unlawful purposes or in any unlawful manner and LCA shall not suffer or permit the premises or any part thereof to be used in any manner or anything to be done therein or suffer or permit anything to be brought into or kept in the premises which, in the judgment of C-NP Schools, shall in any way impair or tend to impair the character, reputation or appearance of the Building, impair or interfere with or tend to impair or interfere with any of the Building services or the proper and economic heating, cleaning, air conditioning or other servicing of the Building or the premises, or impair or interfere with or tend to impair or interfere with the use of any of the other areas of the Building by, or occasion discomfort, inconvenience or annoyance to, any of the other LCA's or occupants of the Building. LCA shall not install any electrical or other equipment of any kind which, in the judgment of C-NP Schools, might cause any such impairment, interference, discomfort, inconvenience or annoyance.

LCA will not, and will not permit anyone to, sell or traffic in any spirituous liquors, wine, ale, beer or tobacco products in or from the premises or allow possession of any above said products on the premises. If any governmental license or permit shall be required for the proper and lawful conduct of LCA's business or other activity carried on it the premises, LCA, at LCA's expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by C-NP Schools. LCA, at LCA's expense, shall, at all times, comply with the terms and conditions of each license or permit.

7. Fixtures, etc., Not to be Removed: All fixtures, equipment, improvements, installations and appurtenances attached to, or built into, the premises at the commencement of or during the term of the contract hereof, whether or not furnished and installed at the expense of LCA or by C-NP Schools, shall be and remain part of the premises and be deemed the property of C-NP Schools and shall not be removed by LCA, except as otherwise expressly approved by C-NP Schools. Without limiting the generality of the next preceding sentence, all electric, plumbing, heating, sprinkler, telephone, communication, radio and television systems, fixtures and outlets, venetian blinds, partitions, railings, gates, doors, vaults, paneling (including, but not limited to, display cases and cupboards recessed in paneling), molding, shelving, radiator enclosures, cork rubber, linoleum and composition floors, and ventilating, silencing, air conditioning and cooling equipment shall be deemed to be included in such fixtures, equipment, improvements, installations and appurtenances, whether or not attached to or built into the premises. Fixtures shall not include items such as televisions, smartboards and other technology purchased by LCA and attached to the building.

8. Utilities: C-NP Schools, at C-NP Schools' sole cost and expense, shall furnish the utility transmission facilities initially installed and currently present in the Building. LCA shall pay the cost of all utilities, utility upgrades and utility delivery to the building during the contract term. LCA covenants and agrees that at all times its use of electrical energy shall not exceed the capacity of existing feeders to the Building or the risers or wiring installations and LCA may not use any electrical equipment which, in C-NP Schools' sole and exclusive opinion, will overload any such installations or will interfere with the use thereof by occupants of the Building or otherwise have a material or adverse effect on electrical energy service to the Building. C-NP Schools shall in no way be liable for any failure of or defect in the character or supply of electrical energy furnished to the premises. In order that C-NP Schools may at all times have all necessary information which it requires in order to maintain and protect its property, LCA agrees that it will not make any alteration or addition to the electrical equipment and/or appliances in the premises without prior written consent of C-NP Schools in each instance.

9. Various Covenants: LCA covenants and agrees that LCA will:

- (a) faithfully observe and comply with the rules and regulations annexed hereto and such additional rules and regulations as C-NP Schools as such term is hereinafter defined hereafter at any time or from time to time may make and may communicate to LCA, which, in the judgment of C-NP Schools as Owner, shall be necessary or desirable for the reputation,

safety, care or appearance of the Building, or the preservation of good order therein, or the operation or maintenance of the Building, or the equipment thereof, or the comfort of LCAs or others in the Building; provided, however, that in the case of any conflict between the provisions of this Agreement and any such rules or regulations, the provisions of this Agreement shall control, and provided further that nothing contained in this Agreement shall be construed to impose upon C-NP Schools any duty or obligation to enforce the rules and regulations or the terms, covenants or conditions in any other Agreement as against any other LCA and, provided further, that C-NP Schools shall not be liable to LCA for violation of the same by any other LCA, its servants, employees, agents, visitors, invitees, or licensees.

(b) permit C-NP Schools and/or any representative of C-NP Schools enter the premises at all reasonable hours, for the purposes of inspection, or of making repairs, replacements or improvements in or to the premises or the Building or equipment, or of complying with all laws, orders and requirements of governmental or other authority or of exercising any right reserved to C-NP Schools by this Agreement (including the right, during the progress of any such repairs, replacements, or improvements or while performing work and furnishing materials in connection with compliance with any such laws, orders or requirements, to keep and store within the premises all necessary materials, tools and equipment).

(c) make no claims against C-NP Schools under any ground or underlying Agreement for any injury or damage to LCA or to any other person or for any damage to, or loss (by theft or otherwise) of, or loss of use of, any property of LCA or of any other person irrespective of the cause of such injury, damage or loss, unless caused by the willful gross negligence of C-NP Schools.

(d) make no alterations, decorations, installations, repairs, additions, improvements or replacements including, but not limited to, demising walls, in, to or about the premises without the C-NP Schools' prior written consent, and then only by contractors or mechanics approved by C-NP Schools which approval of contractors and mechanics C-NP Schools agrees will not be unreasonably withheld or delayed. In the context of the covenants in Section 9 of this agreement, C-NP Schools' written consent shall mean written approval and/or written signature of the C-NP Schools' Superintendent (or designee). C-NP Schools, as a condition of such consent, may impose such requirements upon LCA for the furnishing, by LCA, at LCA's sole cost and expense, of such insurance as C-NP Schools shall determine necessary, appropriate and desirable including, but not limited to, personal liability, property damage and workers' compensation insurance and C-NP Schools, any mortgagee or any ground or underlying lessor as shall be designated by C-NP Schools shall be named as additional insured under any such insurance. All such alterations, decorations, installations, repairs, additions, improvements or replacements shall be done at LCA's sole expense and at such times and in such manner as C-NP Schools may from time to time designate. Prior to the commencement of any such alterations, decorations, installations, repairs, additions, improvements or replacements, LCA shall submit to C-NP Schools, for C-NP Schools' approval, plans and specifications (to be prepared by and at the expense of LCA) of such proposed alterations, decorations, installations, repairs, additions, improvements or replacements, in detail, satisfactory to C-NP Schools. In no event shall any material or equipment be incorporated in or to the premises in connection with any such alteration, decoration, installation, repair, addition, improvement or replacement which is subject to any lien, security agreement, charge, mortgage or other encumbrance of any kind whatsoever or is subject to any conditional sale or other similar or dissimilar title retention agreement. Any mechanic's lien field against the premises or the Building for work claimed to have been done for, or materials claimed to have been furnished to, LCA shall be discharged by LCA within 10 days thereafter, at LCA's expense, by payment or filing the bond required by law. All alterations, decorations, installations, repairs, additions, improvements, replacements or work done by LCA shall at all times comply with:

(1) laws, rules, orders, and regulations of governmental authorities having jurisdiction thereof, including without limitation, the American's With Disabilities Act and all regulations issued thereunder and the Accessibility Guidelines for Buildings and Facilities issued pursuant thereto,

(2) rules and regulations of C-NP Schools, and

(3) plans and specifications prepared by and at the expense of LCA theretofore submitted to C-NP Schools for C-NP Schools' prior written approval and which C-NP Schools shall have approved. No structural alterations, installations, repairs, additions, improvements, replacements or work or any alterations, installations, repairs, additions, improvements, replacement or work to any utility system in or serving the Building or the premises shall be undertaken, started or begun by LCA, its agents, servants or employees, until C-NP Schools has approved such plans and specifications; and no amendments or additions to such plans and specifications shall be made without the prior written approval of C-NP Schools; provided, however, C-NP Schools' review and/or approval of such plans and specifications or amendments or additions thereto shall not constitute a determination or acknowledgement by C-NP Schools that such plans and specifications comply with applicable laws, rules, orders and regulations of governmental authorities. LCA shall be entitled to make nonstructural alterations to the interior of the premises provided LCA furnishes C-NP Schools with plans and specifications therefore, including "as built" plans and specifications, and otherwise complies with the provisions of this Agreement including this paragraph (e). The construction of demising walls by LCA shall be subject to the prior written consent of C-NP Schools. If C-NP Schools provides hoist and/or elevator service to LCA's contractors, such service shall be provided on the same terms and conditions as the same is provided to C-NP Schools' contractors. LCA agrees that it will not at any time prior to or during the term of this Agreement, either directly or indirectly, use any contractors and/or labor and/or materials if the use of such contractors and/or labor and/or materials would or will create any difficulty with other contractors and/or labor engaged by LCA or C-NP Schools or others in the construction, maintenance and/or operation of the Building or any part thereof.

(e) not violate, or permit the violation of, any condition imposed by the standard fire insurance policy issued for office buildings in the County of , and not do anything or permit anything to be done, or keep anything or permit anything to be kept, in

the premises, which would increase the fire or other casualty insurance rate on the Building or the property therein, or which would result in insurance companies of good standing refusing to insure the Building or any such property in amounts and against risks as determined by C-NP Schools.

(f) at the end of the term, quit and surrender to C-NP Schools the premises broom-clean and in good order, condition and repair except for ordinary wear and tear. If the last day of the term of this Agreement falls on Sunday or a legal holiday, this Agreement shall expire on the business day immediately preceding.

(g) provide routine cleaning of the LCA leased areas.

(h) maintain the exterior and grounds of the leased property.

10. Assignment, Mortgaging, Subletting, Etc: LCA covenants and agrees, for LCA and its successors, assigns and legal representatives, that neither this Agreement nor the term and estate hereby granted, nor any part hereof of thereof, will be assigned, mortgaged, pledged, encumbered or otherwise transferred (whether voluntarily, involuntarily, by operation of law, or otherwise), and that neither the premises, nor any part thereof, will be encumbered in any manner by reason of any act or omission on the part of LCA, or will be used or occupied, or permitted to be used or occupied, or utilized for desk space or for mailing privileges or as a concession, by anyone other than LCA, or for any purpose other than as hereinbefore set forth, or will be sublet, without the prior written consent of C-NP Schools in every case and any attempt thereat shall be void any of no force or effect.

11. Changes or Alterations by LCA: Upon approval of C-NP Schools, LCA reserves the right to make such changes, alterations, additions, improvements, repairs or replacements in or to the Building (including the premises) and the fixtures and equipment thereof, as well as in the street entrances, halls, passages, tunnels, elevators, stairways and other parts thereof, and to erect, maintain and use pipes, ducts and conduits in and through the premises, all as LCA may deem necessary, appropriate or desirable; provided, however, that there be no unreasonable obstruction of the means of access to the premises or unreasonable interference with the use of the premises. All improvements made to the Building by LCA shall remain with the building and revert to C-NP Schools upon termination of this lease.

12. Damage by Fire, etc: If any part of the premises shall be damaged by fire or other casualty, LCA shall give prompt written notice thereof to C-NP Schools and C-NP Schools shall proceed with reasonable diligence subsequent to the collection by C-NP Schools of insurance proceeds, and in a manner consistent with the provisions of any underlying Agreement and any underlying mortgage, to repair such damage, and if any part of the premises shall be rendered untenable by reason of such damage, the annual fixed rent payable hereunder, to the extent that such fixed rent relates to such part of the premises and such abatement is in excess of the annual rate of any other existing abatement of fixed rent relating thereto under any other covenant, agreement, term, provision or condition of this Agreement, shall be abated for the period from the date of such damage to the date when such part of the premises shall have been made tenable or to such earlier date upon which the full term of this Agreement with respect to such part of the premises shall expire or terminate, unless such fire or other casualty shall have resulted from the negligence of LCA or the employees, licensees or invitees of LCA. C-NP Schools shall not be liable for any inconvenience or annoyance to LCA or injury to the business of LCA resulting in any way from such damage or the repair thereof. LCA understands that C-NP Schools will carry Property and Casualty insurance on the building, however, this insurance shall not cover any kind on LCA's property, to wit, LCA's goods, furniture or furnishings or any fixtures, equipment, improvements, installations or appurtenances removable by LCA as provided in this Agreement, and that the C-NP Schools shall not be obligated to repair any damage thereto or replace the same.

Each party agrees to endeavor to have included in each of its insurance policies (insuring the Building and C-NP Schools' property therein, in the case of C-NP Schools, and insuring LCA's Property in the premises, in the case of LCA, against loss, damage or destruction by fire or other casualty) a waiver of the insurer's right of subrogation against the other party and against all other LCAs in the Building, or, if such waiver should be unobtainable or unenforceable, (a) an express agreement that such policy shall not be invalidated if the assured waives the right of recovery against any party responsible for a casualty covered by the policy before the casualty or (b) any other form of permission for the release of the other party. If such waiver, agreement or permission shall not be, or shall cease to be, obtainable (i) without additional charge, or (ii) at all, then the insured party shall so notify the other party promptly after learning thereof. In case such waiver, agreement, or permission can be obtained at additional charge, if the party so notified shall so elect and shall pay the insurer's charge therefore, such waiver, agreement or permission shall be included in the policy.

Each party hereby releases the other party, and LCA hereby releases all other parties in the Building, with respect to any claim (including a claim for negligence) which it might otherwise have against the other party (or, in the case of LCA, against all such other LCAs) for loss, damages with respect to its property occurring during the term of this Agreement to the extent to which it is insured under a policy or policies containing a waiver of subrogation or permission to release liability, as provided in the preceding paragraph. If, notwithstanding the recovery of insurance proceeds by either party for loss, damage or destruction of its property, the other party is liable to the first party with respect thereto or is obligated under this Agreement to make replacement, repair or restoration or payment, then, provided the first party's right of full recovery under its insurance policies is not thereby prejudiced or otherwise adversely affected, the amount of the net proceeds of the first party's insurance against such loss, damage or destruction shall be offset against the second party's liability to the first party therefore, or shall be made available to the second party to pay for replacement, repair or restoration, as the case may be. Nothing contained in this paragraph shall be deemed to relieve either party of any duty imposed elsewhere in this Agreement to repair, restore or rebuild or to nullify any

abatement of rents provided for elsewhere in this Agreement.

13. Insurance: LCA, at its own expense, shall maintain, for the benefit of C-NP Schools:

(a) insurance covering the contents and personal property located within the premises and equipment therein against loss or damage by fire and such risks as are customarily included in extended coverage endorsements attached to fire insurance policies covering comparable property in the vicinity of the premises including vandalism and malicious mischief, war risk (when obtainable), atomic bomb (when obtainable), in an amount sufficient to prevent the assured from becoming a co-insurer within the terms of the applicable policies, but in any event in an amount not less than the full replacement value thereof, or the amount required under any mortgage to which this Agreement is subject, whichever is greater,

(b) LCA, at its own expense, shall maintain for the mutual benefit of C-NP Schools, general public liability insurance and workers' compensation insurance against claims for bodily injury, death or property damage occurring in, on or about the premises and any adjoining sidewalk, curb or vault (including, without limitation, bodily injury, death or property damage resulting directly or indirectly from any change, alteration, improvement or repair thereof) with such limits as C-NP Schools from time to time may require for bodily injury or death to anyone person and for bodily injury or death to any number of persons arising out of one accident and for property damage.

14. Compliance with Laws: LCA, at LCA's expense, shall comply with all laws and ordinances, and all rules, orders and regulations of all governmental authorities and of all insurance bodies, at any time duly issued or in force, applicable to the premises or any part thereof or to LCA's use thereof (including, without limitation, the Americans With Disabilities Act and all regulations issued thereunder and the Accessibility Guidelines for Buildings and Facilities issued pursuant thereto), except that LCA shall not hereby be under any obligation to comply with any law, ordinance, rule, order or regulation requiring any structural alteration of or in connection with the premises, unless such alteration is required by reason of a condition which has been created by, or at the instance of, LCA, or is attributable, directly or indirectly, to the use or manner of use to which LCA puts the premises, or is required by reason of a breach of any of LCA's covenants and agreements hereunder.

15. Accidents to Plumbing and Other Systems: LCA shall give to C-NP Schools prompt written notice of any damage to, or defective condition in, any part or appurtenance of the Building's plumbing, electrical, heating, air conditioning or other similar or dissimilar system serving, located in, or passing through, the premises. As LCA is accepting the Building in "as is" condition, any repair and replacement of damaged, defective or missing components shall be at the expense of LCA. LCA shall not be entitled to claim any damage from C-NP Schools arising from any such damage or defective condition.

16. Notices: Any notice, consent, approval, request, bill, demand or statement hereunder by either party to the other party shall be in writing and shall be deemed to have been duly given when mailed if sent by registered, certified or electronic mail, return receipt requested, addressed to such other party, which address for C-NP Schools shall be and for LCA shall be the premises (or LCA's address as hereinbefore set forth if mailed prior to LCA's occupancy of the premises), or if the address of such other party for such notices, consents, approvals, requests, bills, demands or statements shall have been duly changed as hereinafter provided, if mailed, as aforesaid, to such other party at such changed address. Either party may at any time change the address for such notices, consents, approvals, requests, bills, demands or statements by delivering or mailing, as aforesaid, to the other party a notice stating the change and setting forth the changed address. If the term "LCA" as used in this Agreement refers to more than one person, any notice, consent, approval, request, bill, demand or statement given as aforesaid to anyone of such persons shall be deemed to have been duly given to LCA. Notwithstanding the foregoing, bills and statements by C-NP Schools to LCA for fixed rent, additional rent or other sums or charges payable by LCA to C-NP Schools may be delivered personally or sent by regular or electronic mail.

17. Re-Entry by C-NP Schools: If LCA shall default in the payment of any fixed rent or additional rent or any other sum or charge payable hereunder by LCA to C-NP Schools on any date upon which the sum becomes due, or if this Agreement shall expire, C-NP Schools or C-NP Schools' agents and servants may immediately, or at any time thereafter, re-enter into or upon the premises, or any part thereof, in the name of the whole, either by summary dispossession proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefore, and may repossess the same, and may remove any persons therefrom, to the end that C-NP Schools may have, hold and enjoy the premises again as and of its first estate and interest therein. The words "re-enter", "re-entry" and "re-entered" as used in this Agreement are not restricted to their technical legal meanings. In the event of any termination of this Agreement under the provisions of this Agreement hereof or in the event that C-NP Schools shall re-enter the premises under the provisions of this Agreement or in the event of the termination of this Agreement (or of re-entry) by or under any summary dispossession or other proceeding or action or any provision of law, LCA shall thereupon pay to C-NP Schools the fixed rent, additional rent and any other sum or charge payable hereunder by LCA to C-NP Schools up to the time of such termination of this Agreement, or of such recovery of possession of the premises by C-NP Schools, as the case may be, and shall also pay to C-NP Schools damages as provided in Article 19 hereof.

In the event of a breach of threatened breach on the part of the LCA with respect to any of the covenants, agreements, terms, provisions or conditions on the part of or on behalf of LCA to be kept, observed or performed, C-NP Schools shall also have the right of injunction. The specified remedies to which C-NP Schools may resort hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress to which C-NP Schools may lawfully be entitled at any time, and C-NP Schools may invoke any remedy allowed at law or in equity as if specific remedies were not herein provided for.

In the event of (a) the termination of this Agreement under the provisions of Article 16 hereof, (b) the re-entry of the premises by C-NP Schools under the provisions of this Article 17, or (c) the termination of this Agreement (or re-entry) by or under any summary dispossession or other proceeding or action or any provision of law by reason of default hereunder on the part of LCA, C-NP Schools shall be entitled to retain all monies, if any paid by LCA to C-NP Schools, whether as advance rent, security or otherwise, but such moneys shall be credited by C-NP Schools against any fixed rent, additional rent or any other sum or charge due from LCA at the time of such termination or re-entry or, at C-NP Schools' option, against any damages payable by LCA under Article 18 hereof or pursuant to law.

18. Damages: In the event of any termination of this Agreement under the provisions of Article 16 hereof or in the event that C-NP Schools shall re-enter the premises under the provisions hereof or in the event of the termination of this Agreement (or of re-entry by or under any summary dispossession or other proceeding or action or any provision of law), LCA will pay to C-NP Schools as damages, at the election of C-NP Schools, either:

(a) a sum at which at the time of such termination of this Agreement or at the time of any such re-entry by C-NP Schools, as the case may be, represents the then value of the excess, if any, of (1) the aggregate of the fixed rent and the additional rent under Article 24 hereof which would have been paid hereunder by LCA had this Agreement not so terminated, for the period commencing with such earlier termination of this Agreement or the date of any such re-entry, as the case may be, and ending with the date hereinbefore set for the expiration of the full term granted, over (2) the aggregate rental value of the premises for the same period, or

(b) sums equal to the aggregate of the fixed rent and the additional rent under Article 23 hereof (if any) which would have been payable by LCA had this Agreement not so terminated, or had C-NP Schools not so re-entered the premises, payable upon the due dates therefore specified herein

For the purposes of subparagraph (a) of this Article 19, the amount of additional rent which would have been payable by LCA herein shall be deemed to be an amount equal to the amount of such additional rent payable by LCA for the applicable period ending immediately preceding such termination of this Agreement or such re-entry. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by C-NP Schools from time to time at its election, and nothing contained herein shall be deemed to require C-NP Schools to postpone suit until the date when the term of this Agreement would have expired if it had not been terminated under the provisions of Article 16 hereof, or under any provision of law, or had the C-NP Schools not re-entered the premises.

Nothing herein contained shall be construed as limiting or precluding the recovery by C-NP Schools against LCA of any sums or damages to which, in addition to the damages particularly provided above, C-NP Schools may lawfully be entitled by reason of any default hereunder on the part of LCA.

19. Waiver by LCA: LCA, for LCA, and on behalf of any and all persons, firms corporations and associations claiming through or under LCA, including creditors of all kinds, does hereby waive and surrender all right and privilege which they or any of them might have under or by reason of any present or future law to redeem the premises or to have a continuance of this Agreement for the term hereby demised after LCA is dispossessed or ejected therefrom by process of law or under the terms of this Agreement or after the expiration or termination of this Agreement as herein provided or pursuant to law. LCA also waives the provisions of any law relating to notice and/or delay in levy of execution in case of an eviction or dispossession of a LCA for non-payment of rent, and of any other law of like import now or hereafter in effect. It is further mutually agreed that in the event C-NP Schools commences any summary proceeding, LCA will not interpose any counterclaim of whatever nature or description in any such proceeding.

20. Cleaning, Heating, Air Conditioning, Services, Etc: LCA and C-NP Schools understands, and covenants and agrees, that LCA shall be obligated to furnish any heating, air conditioning or other services, utility or otherwise, of any kind or nature not specified in item 9 (Various Covenants) above, in and to the premises or the Building and all such services shall be furnished by LCA, at its sole cost and expense.

LCA, at LCA's sole cost and expense, shall keep the premises clean and neat and shall remove all refuse, rubbish and debris. All refuse, rubbish and debris shall be deposited only in such receptacles and in such a manner as shall be designated or approved by C-NP Schools.

C-NP Schools reserves the right, without liability to LCA and without constituting any claim of constructive eviction, to stop or interrupt any heating, lighting, ventilating, air conditioning, gas, steam, power, electricity, water, cleaning or other similar or dissimilar service and to stop or interrupt the use of any Building facilities at such times as may be necessary and for as long as may be reasonably be required by reasons of accidents, strikes, or the making of repairs, alterations or improvements, or inability to secure a proper supply of fuel, gas, steam, water, electricity, labor or supplies, or by the reason of any other similar or dissimilar cause beyond the reasonable control of C-NP Schools. No such stoppage or interruption shall entitle LCA to any diminution or abatement of rent or other compensation nor shall this Agreement or any of the obligations of LCA be affected or reduced by reason of any such stoppage or interruption. The provisions hereof do not, however, obligate C-NP Schools to furnish any service or facility not otherwise specifically set forth in this Agreement as an obligation on the part of C-NP Schools.

21. Agreement Contains All Agreements - No Waivers: This Agreement contains all of the covenants, agreements, terms, provisions and conditions relating to the leasing of the premises hereunder, and C-NP Schools has not made and is not making, and LCA in executing and delivering this Agreement is not relying upon, any warranties, representations, promises or statements, except to the extent that the same may expressly be set forth in this Agreement.

The failure of C-NP Schools to insist in anyone or more instances upon the strict performance of anyone of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition or election, but the same shall continue and remain in full force and effect. No waiver by C-NP Schools of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expresses in writing and signed by C-NP Schools. No surrender of the premises or of any remainder of the term of this Agreement shall be valid unless accepted by C-NP Schools in writing. No payment by LCA or receipt by C-NP Schools of a lesser amount than any installment or payment of any rent or additional rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or payment of any rent or additional rent shall be deemed an accord and satisfaction. C-NP Schools may accept such check or payment without prejudice to C-NP Schools' right to recover the balance of such installment or payment of any rent or additional rent, or pursue any remedy or remedies available to C-NP Schools. The receipt and retention by C-NP Schools of fixed fee or other sum or charge payable hereunder from anyone other than LCA shall not be deemed a waiver of the breach by LCA of any covenant, agreement, term, provision or condition herein contained, or the acceptance of such other person as a LCA, or a Release of LCA from the further performance by LCA of the covenants, agreements, terms, provisions and conditions herein contained. The receipt and retention by C-NP Schools of fixed rent, additional rent or other sum or charge with knowledge of the breach of any covenant, agreement, term, provision or condition herein contained shall not be deemed a waiver of such breach. No executory agreement hereafter made between C-NP Schools and LCA shall be effective to change, modify, waive, Release, discharge, terminate or effect an abandonment of this Agreement, in whole or in part, unless such executory agreement is in writing, refers expressly to this Agreement and is signed by the party against whom enforcement of the change, modification, waiver, Release, discharge or termination or effectuation of the abandonment is sought.

The Agreement shall not be binding upon C-NP Schools unless and until it shall have been executed by C-NP Schools and LCA and a fully executed counterpart of this Agreement shall have been delivered by C-NP Schools to LCA.

22. Parties Bound: The covenants, agreements, terms, provisions and conditions of this Agreement shall bind and benefit the respective successors, assigns and legal representatives of the parties hereto with the same effect as if mentioned in each instance where a party hereto is named or referred to, except that no violation of the provision of Article 6 hereof shall operate to vest any rights in any successor, assignee or legal representative of LCA and that the provisions of this Article 23 shall not be construed as modifying the conditions of limitation contained in Article 16 hereof. It is understood and agreed, however, that the covenants and obligations on the part of C-NP Schools under this Agreement shall not be binding upon C-NP Schools herein named with respect to any period subsequent to the transfer of its interest in the Building, that in the event of such transfer said covenants and obligations shall thereafter be binding upon each transferee of such interest of C-NP Schools herein named, but only with respect to the period ending with a subsequent transfer of such interest, and that a Agreement of the entire interest shall be deemed a transfer within the meaning of this Article 22.

23. Curing LCA's Defaults - Additional Rent: If LCA shall default in the performance of any covenant, agreement, term, provision or condition herein contained, C-NP Schools, without thereby waiving such default, may perform the same for the account and at the expense of LCA, without notice in a case of emergency, and in any other case if such default continues after three (3) days from the date of giving by C-NP Schools to LCA of written notice of intention to do so. Bills for any expense incurred by C-NP Schools in connection with any such performance by C-NP Schools for the account of LCA, and bills for all costs, expenses and disbursements of every kind and nature whatsoever, including, but not limited to, attorneys' fees involved in collecting or endeavoring to collect the fixed rent or additional rent or other sum or charge or any part thereof or enforcing or endeavoring to enforce any rights against LCA, under or in connection with this Agreement, or pursuant to law, including (without being limited to) any such cost, expense and disbursement involved in instituting and prosecuting summary proceedings, as well as bills for any property, material, labor or services provided, furnished or rendered, or caused to be provided, furnished or rendered, by C-NP Schools to LCA including (without being limited to) electric lamps and other equipment, construction work done for the account of LCA, water, ice, drinking water, drinking cups, towel and other services, as well as for any charges for any additional elevator, heating, air conditioning or cleaning services incurred under Article 21 hereof and any charges for other similar or dissimilar services incurred under this Agreement, may be sent by C-NP Schools to LCA monthly, or immediately, at C-NP Schools' option, and shall be due and payable in accordance with the terms of said bills, and if not paid when due, the amounts thereof shall immediately become due and payable as additional rent under this Agreement. In the event that LCA is in arrears in payment of fixed rent or additional rent, LCA waives LCA's right, if any, to designate the items against which any payments made by LCA are to be credited, and LCA agrees that C-NP Schools may apply any payments made by LCA to any items C-NP Schools sees fit, irrespective of and not withholding any designation or request by LCA as to the items against which any such payments shall be credited. C-NP Schools reserves the right, without liability to LCA and without constituting any claim of eviction or constructive eviction, to suspend furnishing or rendering to LCA any property, material, labor, utility or other service, wherever C-NP Schools is obligated to furnish or render the same at expense of LCA, in the event that (but only for so long as) LCA is in arrears in paying C-NP Schools therefore or LCA is in default in the keeping, observance or performance of any covenant, agreement, term, provision and condition of this Agreement.

24. Business Conduct: LCA, recognizing that the Building has been developed and is being maintained as a location for an outstanding type of business occupancy, and as a special inducement to C-NP Schools to enter into this Agreement, covenants and agrees that at all times (i) LCA's use of the premises throughout the term will be consistent with the character and dignity of the Building, (ii) the business to be conducted at, through and from the premises will be first-class quality and reputable in every respect, (iii) the sales methods employed in said business, as well as all other elements of merchandising, display and advertising, will be dignified and in conformity with the highest standards of practice in LCA's industry and (iv) the appearance of the premises (including the lighting and other appearances thereto), the appearance and deportment of all personnel employed therein, and the appearance, number, location, nature and subject matter of all displays and exhibits placed or installed in or about the premises, and of any signs, lettering announcements, or any other kinds of forms of inscriptions displayed in or about the premises will be only such as meet with C-NP Schools' approval, and if at any time disapproved by C-NP Schools, LCA shall remove the basis for such disapproval in such manner and within such time as may be specified by C-NP Schools in a written notice given by it to LCA for such purpose.

LCA will, promptly after demand by C-NP Schools, and as often as each such demand shall occur, forthwith discontinue selling, or offering for sale, or permitting to be sold, or otherwise dealing in, or exhibiting, or advertising, in the premises, or any part thereof, any article or merchandise to which C-NP Schools may object. LCA will, promptly after demand by C-NP Schools, and as often as each such demand shall occur, forthwith discontinue any advertisement, sign, notice, object, poster, exhibit and/or display in the premises, or any part thereof, to which C-NP Schools may object. Nothing contained in this Article or elsewhere in this Agreement shall be construed to permit any use of the premises that is not within the permitted uses of the premises as specifically set forth in this Agreement.

The violation by LCA of any of the covenants, agreements, terms, provisions and conditions contained in this Article shall be deemed a material and substantial default by LCA under the terms of this Agreement. Mention in this Article of any particular remedy shall not preclude C-NP Schools from any other remedy in law or in equity. Any demand or demands by C-NP Schools pursuant to the provisions of this Article and compliance therewith by LCA shall not impair this Agreement or affect LCA's liability hereunder, nor shall LCA be entitled to any compensation or diminution or abatement of rent by reason thereof.

25. Hazardous Waste: Throughout the term of this Agreement, LCA shall not undertake or permit any Environmental Activity (as such term is hereinafter defined) other than (i) in compliance with all applicable laws and ordinances and all rules, orders and regulations, present or future, ordinary or extraordinary, foreseen or unforeseen) of any federal, state or local governmental authority (hereinafter collectively referred to as "Legal Requirements"), and (ii) in such a manner as shall keep the premises, the Building and the Land free from any lien imposed pursuant to any Legal Requirement in respect of such Environmental Activity. LCA shall take all necessary steps to ensure that any Environmental Activity undertaken or permitted at the premises is undertaken in a manner as to provide prudent safeguards against potential risks to human health or the environment. LCA shall notify C-NP Schools within 24 hours of the Release of any Hazardous Materials (as such term is hereinafter defined) from or at the premises which could form the basis of any claim, demand or action by any party. C-NP Schools shall have the right, from time to time, at LCA's expense, to conduct an environmental audit or such other examinations, tests, inspections and reviews of the premises as C-NP Schools, in its sole discretion, shall deem necessary, appropriate or desirable and LCA shall cooperate in the conduct of any such environmental audit, examination, test, inspection or review. If LCA shall breach the covenants provided in this Article, then, in addition to any other rights and remedies which may be available to C-NP Schools pursuant to this Agreement or otherwise at law, C-NP Schools may require LCA to take all actions, or to reimburse C-NP Schools for the costs of any and all actions taken by C-NP Schools, as are necessary, appropriate or desirable to cure such breach. for purposes of this Article, the term "Environmental Activity" means any use, storage, installation, existence, Release, threatened Release, discharge, generation, abatement, removal, disposal, handling or transportation from, under, into or on the leased premises of:

- (a) any "hazardous substance" as defined in any federal statute,
- (b) petroleum, crude oil or any fraction thereof, natural gas or synthetic gas used for fuel, and
- (c) any additional substances or materials which at such time are classified or considered to be hazardous or toxic under the laws of the State of Oklahoma or any other Legal Requirements the materials described in clauses (a) through (c) being collectively referred to as "Hazardous Materials".

26. Quiet Enjoyment: C-NP Schools covenants that if, and so long as, LCA keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of LCA to be kept and performed, LCA shall quietly enjoy the premises without hindrance or molestation by C-NP Schools or by any other person lawfully claiming the same, subject to the covenants, agreements, terms, provisions and conditions of this Agreement and to the ground Agreements and/or underlying Agreement and/or mortgages to which this Agreement is subject and subordinate as hereinbefore set forth.

27. LCA's Right to Cancel: At any time during the term hereof, LCA, upon at least ninety (90) calendar days prior written notice to C-NP Schools, may elect to cancel and terminate this Agreement and the term and estate hereby granted as of the date set forth in said notice by LCA to C-NP Schools (hereinafter referred to as the "Termination Date").

28. C-NP Schools Right to Cancel: At any time during the term hereof, C-NP Schools, upon at least one hundred eighty (180) calendar days prior written notice to LCA, may elect to cancel and terminate this Agreement. However, given the

nature of the intended use of the Building by LCA, the actual termination of date of the contract and the actual vacancy date of the Building would be either one hundred eighty (180) calendar days from the date of the C-NP Schools' termination notice to LCA OR June 30th of the current contract year, whichever date occurs last. LCA would continue to pay the regularly scheduled lease amount until the Building is vacated by LCA.

29. Early Cancellation Damages: It is understood by both parties that LCA will need to put significant financial resources into the Building prior to the performance of their intended use of the Building specified in this lease agreement. It is also understood by LCA that the reduced monthly lease rates in contract year one (1) through four (4) shall be in consideration of this financial investment. However, in the event C-NP Schools elects terminate this lease agreement prior to Year five (5), without a cause listed in the agreement above, C-NP Schools shall reimburse the cost of any and all capital improvement(s) made to the Building by LCA on a pro-rated basis, based on the contract year schedule below:

- Prior to the end of Year 2 80% Reimbursement
- Prior to the end of Year 3 60% Reimbursement
- Prior to the end of Year 4 40% Reimbursement
- Prior to the end of Year 5 20% Reimbursement
- During or after Year 5 0% Reimbursement

Detailed paid-in-full invoices for capital improvements made by LCA during the term of this lease agreement shall be required for any reimbursement, should early termination by C-NP Schools occur under this Section and Section 28 above.

In the event of cancellation and early termination of the lease agreement at the behest of LCA, there shall be no reimbursement of any capital investment made to the Building by LCA.

30. Right of First Refusal: In the event C-NP Schools receives a bona fide offer for sale of the Building to a third party during the term of the lease agreement, LCA shall have the option to purchase the Building under the same terms of the bona fide offer. Upon receipt of a bona fide offer, C-NP will immediately notify LCA of the terms of the offer. LCA has the right to match the terms of the bond fide offer and purchase the Building under the terms of the offer. This right of first refusal, or first option to purchase, may only be exercised by LCA within fifteen (15) calendar days from notification by C-NP Schools that C-NP Schools is willing to sell the Building at the third party's offer terms. C-NP Schools is obligated to provide such offer notice to LCA. Failure of LCA to respond to the offer notice during the fifteen (15) calendar day period shall constitute a refusal by LCA to exercise their first refusal right. At that point, C-NP Schools is free to accept the third party's bona fide offer.

31. Use of Building Playground: C-NP Schools will begin to operate a small special needs program beginning July 1, 2024 at a site adjacent to the Building. The elementary student capacity of this program will be sixteen students. LCA agrees to allow C-NP to utilize the playground of the Building for these special needs students at mutually agreed upon time(s) during the school day. C-NP school staff will provide supervision of the playground during times when the playground is used by C-NP students.

IN WITNESS WHEREOF, C-NP Schools and LCA have duly executed this Agreement as of the day and year first above written.

Signed this 8th day of April , 20 24

Choctaw-Nicoma Park Public Schools
C-NP SCHOOLS

by

David Reid
SUPERINTENDENT

by

LCA

Attest/Witness: _____
Notary Public

SEAL

My Commission expires: _____