

FACILITY USE AGREEMENT FY 2026-2027

BETWEEN:

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

AND

YMCA of Great Oklahoma City (Hereinafter called "YMCA")

WITNESSETH:

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

ONE CLASSROOM AND/OR GYMNASIUM
at Nicoma Park Elementary School located at:
1200 Hickman Ave,
Choctaw, OK 73020

ONE CLASSROOM AND/OR GYMNASIUM
at L.W. Westfall Elementary School located at:
13239 N.E. 10th
Choctaw, OK 73020

ONE CLASSROOM AND/OR GYMNASIUM
at Griffith Meridian Elementary School located at:
1865S. Indian Meridian
Choctaw, OK 73020

ONE CAFETERIA AND/OR OTHER LOCATION
at Choctaw Elementary School located at:
14663 N.E. 3rd
Choctaw, OK 73020

ONE CAFETERIA AND/OR OTHER LOCATION
At Heartland Elementary School located at:
11300 SE 29th St
Oklahoma City, OK 73130

2. Term of Agreement: Agreement shall commence on July 1, 2026 or on such a later date as YMCA 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 YMCA'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, 2027 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 approval of both parties.

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

BEFORE AND AFTER SCHOOL PROGRAMS;

DAY CAMPS FOR SCHOOL-AGE CHILDREN;

SUMMER CAMPS FOR SCHOOL-AGE CHILDREN;

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:

Facilities at Nicoma Park Elementary School:	\$3,500
Facilities at L.W. Westfall Elementary School:	\$3,500
Facilities at Griffith Meridian Elementary School:	\$3,500
Facilities at Choctaw Elementary School	\$3,500
Facilities at Heartland Elementary:	\$3,500

For a total of **EIGHT THOUSAND DOLLARS and NO Cents (\$17,500)**

per year, for the duration of the Agreement beginning July 1, 2026 and ending June 30, 2027. Half of the rental payment will be due by December 31 of the contract year and the other half will be due by June 25 of the contract year.

The YMCA will also pay the sum of:

ONE HUNDRED DOLLARS and NO Cents (\$100.00)

for every student enrolled in their programs at each site, based on the average number students at each site. The average number of students for the year will be calculated by the YMCA on May 1 of each contract year and submitted to C-NP schools no later than May 15 of each contract year. C-NP schools will invoice the YMCA based on the average student data submitted. This payment will be due no later than June 25 of the contract year.

In addition, any C-NP School employee who utilizes one or more of the YMCA's programs listed in Article 3 which are primarily housed at a C-NP School facility, shall receive a \$10 per week discount in the program cost.

If YMCA shall fail to pay any installment of fixed rent or additional rent or other sums or charges within ten (10) days after the due date, YMCA 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.

YMCAs' 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 YMCA'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 YMCA'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 YMCA's occupancy and YMCA shall not have any claim against C-NP Schools, and C-NP Schools shall have no liability to YMCA, by reason of any such postponement of such specific date.

(b) Upon agreement and approval of C-NP Schools, YMCA agrees at YMCA's sole cost and expense, YMCA shall perform all work and other alterations and installations necessary in order to prepare the premises for YMCA's occupancy for the use permitted hereunder.

(c) The use of the leased facilities by the YMCA shall be between the hours of 6:00 a.m. and 6:00 p.m. on weekdays.

(d) The use of any of facility by the YMCA is contingent upon whether or not the facility, or some part of the facility, is to be used by the C-NP Schools for regular or special educational programs, services, events or activities during the school year or school day. Should this occur, C-NP schools shall find a suitable alternative location, either on a temporary or permanent basis, for the YMCA's programs within the C-NP school district.

6. Use of Premises: YMCA 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 YMCA at no additional cost only for the purposes for which they are designed.

YMCA shall not sue 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 YMCA 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 YMCAs or occupants of the Building. YMCA 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.

YMCA 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 YMCA's business or other activity carried on it the premises, YMCA, at YMCA's expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by C-NP Schools. YMCA, at YMCA'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 hereof, whether or not furnished and installed at the expense of YMCA or by YMCA, shall be and remain part of the premises and be deemed the property of C-NP Schools and shall not be removed by YMCA, except as otherwise expressly provided by the C-NP Schools. Without limiting the generality of the next preceding sentence, all electric, plumbing, heating, sprinkler, dumbwaiter, elevator, pneumatic tube, telephone, telegraph, communication, radio and television systems, fixtures and outlets, venetian blinds, partitions, railings, gates, doors, vaults, stairs, 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.

8. Utilities: C-NP Schools, at C-NP Schools' sole cost and expense, shall furnish through the transmission facilities initially installed in the building, and supply to the premises, all utilities to be used by YMCA in the premises in such reasonable quantity as may be reasonably required by YMCA for the operation of YMCA's business from the premises. YMCA 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 YMCA 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 other YMCAs or 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 except for actual damage suffered by YMCA by reason of any such defect or failure resulting from the willful gross negligence of C-NP Schools. In order that C-NP Schools may at all times have all necessary information which it requires in order to maintain and protect its equipment, YMCA 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: YMCA covenants and agrees that YMCA 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 YMCA, 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 YMCAs 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 YMCA and, provided further, that C-NP Schools shall not be liable to YMCA for violation of the same by any other YMCA, 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 YMCA 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 YMCA 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 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. C-NP Schools, as a condition of such consent, may impose such requirements upon YMCA for the furnishing, by YMCA, at YMCA'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 YMCA'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, YMCA shall submit to C-NP Schools, for C-NP Schools' approval, plans and specifications (to be prepared by and at the expense of YMCA) 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 filed against the premises or the building for work claimed to have been done for, or materials claimed to have been furnished to, YMCA shall be discharged by YMCA within 10 days thereafter, at YMCA's expense, by payment or filing the bond required by law. All alterations, decorations, installations, repairs, additions, improvements, replacements or work done by YMCA 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 YMCA 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 YMCA, 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. YMCA shall be entitled to make nonstructural alterations to the interior of the premises provided YMCA 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 YMCA shall be subject to the prior written consent of C-NP Schools. If C-NP Schools provides hoist and/or elevator service to YMCA's contractors, such service shall be provided on the same terms and conditions as the same is provided to C-NP Schools' contractors. YMCA 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 YMCA of 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 YMCA leased areas.

10. Assignment, Mortgaging, Subletting, Etc: YMCA covenants and agrees, for YMCA 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 YMCA, 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 YMCA, 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 C-NP Schools: C-NP Schools 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, escalators, stairways and other parts thereof, and to erect, maintain and use pipes, ducts and conduits in and through the premises, all as C-NP Schools 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.

12. Damage by Fire, etc.: If any part of the premises shall be damaged by fire or other casualty, YMCA 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 YMCA or the employees, licensees or invitees of YMCA. C-NP Schools shall not be liable for any inconvenience or annoyance to YMCA or injury to the business of YMCA resulting in any way from such damage or the repair thereof. YMCA understands that C-NP Schools will carry Property and Casualty insurance on the building, however, this insurance shall not cover any kind on YMCA's property, to wit, YMCA's goods, furniture or furnishings or any fixtures, equipment, improvements, installations or appurtenances removable by YMCA 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 YMCA's Property in the premises, in the case of YMCA, against loss, damage of destruction by fire or other casualty) a waiver of the insurer's right of subrogation against the other party and against all other YMCAs 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 YMCA 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 YMCA, against all such other YMCAs) 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: YMCA, 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) YMCA, 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: YMCA, at YMCA'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 YMCA'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 YMCA 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, YMCA, or is attributable, directly or indirectly, to the use or manner of use to which YMCA puts the premises, or is required by reason of a

breach of any of YMCA's covenants and agreements hereunder.

15. Accidents to Plumbing and Other Systems: YMCA 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 and the damage or defective condition shall be remedied by C-NP Schools with reasonable diligence, but if such damage or defective condition was caused by, or resulted from the use or manner of use by, YMCA or by the employees, licensees or invitees of YMCA, the cost of the remedy thereof shall be paid by YMCA as additional rent promptly upon receipt of C-NP Schools' bill therefore. YMCA shall not be entitled to claim any damage arising from any such damage or defective condition unless the same shall have been caused by the willful gross negligence of C-NP Schools in the operation or maintenance of the building and the same shall not have been remedied by C-NP Schools with reasonable diligence after written notice thereof from YMCA to C-NP Schools; nor shall YMCA be entitled to claim any eviction by reason of 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 YMCA shall be the premises (or YMCA's address as hereinbefore set forth if mailed prior to YMCA'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 "YMCA" 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 YMCA. Notwithstanding the foregoing, bills and statements by C-NP Schools to YMCA for fixed rent, additional rent or other sums or charges payable by YMCA to C-NP Schools may be delivered personally or sent by regular or electronic mail.

17. Re-Entry by C-NP Schools: If YMCA shall default in the payment of any fixed rent or additional rent or any other sum or charge payable hereunder by YMCA 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, YMCA shall thereupon pay to C-NP Schools the fixed rent, additional rent and any other sum or charge payable hereunder by YMCA 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 or threatened breach on the part of the YMCA with respect to any of the covenants, agreements, terms, provisions or conditions on the part of or on behalf of YMCA 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 YMCA, C-NP Schools shall be entitled to retain all monies, if any paid by YMCA 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 YMCA at the time of such termination or re-entry or, at C-NP Schools' option, against any damages payable by YMCA 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), YMCA 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 YMCA 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 YMCA 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 YMCA herein shall be deemed to be an amount equal to the amount of such additional rent payable by YMCA 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 YMCA 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 YMCA.

19. Waiver by YMCA: YMCA, for YMCA, and on behalf of any and all persons, firms corporations and associations claiming through or under YMCA, 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 YMCA 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. YMCA 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 YMCA 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, YMCA will not interpose any counterclaim of whatever nature or description in any such proceeding.

20. Cleaning, Heating, Air Conditioning, Services, Etc: YMCA and C-NP Schools understands, and covenants and agrees, that C-NP Schools 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 C-NP Schools, at its sole cost and expense.

YMCA, at YMCA'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 YMCA and without constituting any claim of constructive eviction, to stop or interrupt any heating, elevator, escalator, 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 YMCA to any diminution or abatement of rent or other compensation nor shall this Agreement or any of the obligations of YMCA 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 YMCA 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 YMCA 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 YMCA shall not be deemed a waiver of the breach by YMCA of any covenant, agreement, term, provision or condition herein contained, or the acceptance of such other person as a YMCA, or a Release of YMCA from the further performance by YMCA 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 YMCA 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 YMCA and a fully executed counterpart of this Agreement shall have been delivered by C-NP Schools to YMCA.

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 YMCA 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 YMCA's Defaults - Additional Rent: If YMCA 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 YMCA, without notice in a case of emergency, and in any other case if such default continues after 3 days from the date of giving by C-NP Schools to YMCA 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 YMCA, 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 YMCA, 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 YMCA including (without being limited to) electric lamps and other equipment, construction work done for the account of YMCA, 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 YMCA 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 YMCA is in arrears in payment of fixed rent or additional rent, YMCA waives YMCA's right, if any, to designate the items against which any payments made by YMCA are to be credited, and YMCA agrees that C-NP Schools may apply any payments made by YMCA to any items C-NP Schools sees fit, irrespective of and notwithstanding any designation or request by YMCA as to the items against which any such payments shall be credited. C-NP Schools reserves the right, without liability to YMCA and without constituting any claim of eviction or constructive eviction, to suspend furnishing or rendering to YMCA any property, material, labor, utility or other service, wherever C-NP Schools is obligated to furnish or render the same at expense of YMCA, in the event that (but only for so long as) YMCA is in arrears in paying C-NP Schools therefore or YMCA is in default in the keeping, observance or performance of any covenant, agreement, term, provision and condition of this Agreement.

24. Business Conduct: YMCA, 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) YMCA'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 YMCA'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, YMCA 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 YMCA for such purpose.

YMCA 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. YMCA 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 YMCA of any of the covenants, agreements, terms, provisions and conditions contained in this Article shall be deemed a material and substantial default by YMCA 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 YMCA shall not impair this Agreement or affect YMCA's liability hereunder, nor shall YMCA be entitled to any compensation or diminution or abatement of rent by reason thereof.

25. Hazardous Waste: Throughout the term of this Agreement, YMCA 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. YMCA 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. YMCA 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 YMCA'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 YMCA shall cooperate in the conduct of any such environmental audit, examination, test, inspection or review. If YMCA 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 YMCA 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, YMCA keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of YMCA to be kept and performed, YMCA shall quietly enjoy the premises without hindrance or molestation by C-NP Schools or by any other person lawful 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. YMCA's Right to Cancel: At any time during the term hereof, YMCA, upon at least ninety (90) 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 YMCA to C-NP Schools (hereinafter referred to as the "Termination Date").

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

Signed this 13 day of July, 2026

Choctaw-Nicoma Park Public Schools
C-NP SCHOOLS

by _____;
SUPERINTENDENT

YMCA

by _____;

Attest/Witness: _____
Notary Public

SEAL

My Commission expires: _____