

THIS LEASE AGREEMENT is entered this **28th** day of **June, 2022** between **THE STATE OF OKLAHOMA, by the OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES** (the "LESSOR"), and the **OKLAHOMA STATEWIDE VIRTUAL CHARTER SCHOOL BOARD** (the "LESSEE"), (collectively, the "Parties").

The Parties mutually desire to enter into a lease agreement for the premises described herein upon the following terms, payments, and provisions. Therefore, it is agreed between the Parties as follows:

1. PREMISES. The LESSOR hereby leases to the LESSEE the following premises:

<u>M.C. Connors Building</u>	(Building)
<u>2501 N. Lincoln Blvd. Suite 301</u>	(Street Address)
<u>Oklahoma City, Oklahoma</u>	(City and State)

consisting of **2,114 Total Net Rentable Square Feet** to be used for general purpose office space (the "premises").

2. TERM. The twelve (12) month term of the Lease Agreement shall begin on **July 1, 2022**, and end on **June 30, 2023**.
3. RENT. The LESSEE shall pay to LESSOR the amount of **\$1,571.63** which will be due within the month of service in accordance with statutory invoicing and payment requirements. The rental amount due hereunder is fixed and shall not be adjusted in the event the actual amount of square footage leased may vary from the amount estimated herein.
4. ADDITIONAL RENT. In addition to the rent set forth in Section 3, LESSEE shall pay for any additional or extraordinary services LESSEE may require, including, but not limited to, security services, extended hours of building operations, and nonstandard janitorial services, unless otherwise agreed in writing between the Parties.
5. USE. The LESSEE agrees to use the premises for general office space, to use reasonable diligence in utilizing the leased premises, and to return the premises to the LESSOR in the same condition as received at the time of initial occupancy, casualty damage and reasonable wear and tear excepted. All injury, breakage or damage to the premises or the building, caused by the LESSEE, or the agents, employees or invitees of LESSEE, shall be repaired at the sole expense of LESSEE, normal wear and tear excepted. Further, the LESSEE shall not use or operate the premises in any manner that is inconsistent with LESSOR's statutorily required sustainability provisions at 61 Okla. Stat. §§ 211-213, or which might impede premises certification from the US EPA for ENERGY STAR™ ratings, or ratings from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED), as further detailed in paragraph 11 of this Lease.
6. SERVICES AND UTILITIES. The LESSOR agrees to furnish to LESSEE, during occupancy of the premises, under the terms of this Lease and as part of the rental consideration, the following utilities and services: janitorial services, maintenance services, and all utilities, except telephone, during normal business hours as defined in this Lease Agreement. The LESSOR shall maintain the premises in good repair and tenantable condition during the continuance of this Lease. The LESSOR shall maintain the building's existing heating, ventilating and air-conditioning (HVAC) system, water system, electrical system, and plumbing system, and reserves the right to make changes, in its sole discretion, to improve the services furnished to the LESSEE. The LESSEE shall at no time obstruct access to any building system (e.g. HVAC, electrical, plumbing), and any such obstruction shall be removed at the expense of the LESSEE unless otherwise authorized by the LESSOR. The LESSOR reserves the right to invoice the LESSEE for any increased operational costs to the building and its systems as a result of additional fixtures, equipment, renovations, or alterations to the premises made by or at the request of the LESSEE. In case of destruction by fire or natural disaster, the LESSOR shall use all diligence in restoring premises to tenantable condition within a reasonable time.
7. NORMAL BUSINESS HOURS. Normal business hours shall be 7:00 a.m. through 5:30 p.m. Monday through Friday, holidays excepted. In the event the LESSEE requires use of the leased premises outside of the normal business hours, prior arrangements must be made with the LESSOR, and the LESSOR reserves the right to recover from the LESSEE any increased costs for the operation of the building and its systems caused by such extension.
8. INSPECTIONS BY LESSOR. For the purpose of maintaining the premises, the LESSOR reserves the right to enter and inspect the premises at reasonable times and to make necessary repairs. For security and emergency purposes, the LESSOR shall retain access to all areas of the leased premises. If the LESSOR authorizes the LESSEE to install any special locking mechanisms; the LESSEE shall provide the LESSOR with a key or the combination to said space.

9. **PARKING.** The LESSOR reserves the right to restrict the assignment of parking for the building tenants. Parking designated for Handicapped and Visitors will be based on current statutory requirements and the needs of the public as determined by the LESSOR.
10. **ALTERATIONS AND TENANT IMPROVEMENTS.** Any alterations or renovations to the leased space, including installation and placement of modular furniture, must be authorized by the LESSOR, with all costs to be borne by the LESSEE unless otherwise agreed upon in writing by the LESSOR. LESSEE shall obtain written authorization from the LESSOR to utilize an outside contractor or state agency construction unit for any alterations, renovations, and repairs. All alterations, renovations, and repairs shall be made during normal business hours unless otherwise authorized by the LESSOR. The LESSEE shall be responsible for the cost of any special alterations or renovations, and personal property, including, but not limited to equipment, fixtures, or other special requirements (e.g. air conditioning, security system, and computer flooring).
11. **SUSTAINABLE BUILDING OPERATIONS.** LESSOR'S sustainability practices address whole-building operations and maintenance issues including chemical use; indoor air quality; energy efficiency; water efficiency; recycling programs; exterior maintenance programs; System upgrades must meet currently adopted energy, water, indoor air quality, and lighting performance standards. All construction and maintenance must comply with minimum standards and specifications, in addition to all applicable laws.

Tenant shall use proven energy reduction measures. This includes energy efficient bulbs in task lighting; use of lighting controls; turning off lights and equipment at the end of the work day; and purchasing ENERGY STAR™ qualified equipment, including but not limited to lighting, office equipment, commercial and residential quality kitchen equipment, vending and ice machines, and purchasing products certified by the U.S. EPA's Water Sense program.

12. **SECURITY, DEPARTMENT OF PUBLIC SAFETY AND OFFICE OF HOMELAND SECURITY.** The LESSEE shall be responsible for compliance with any Department of Public Safety, Office of Homeland Security, and LESSOR'S security rules and procedures. The LESSOR will make all final determinations in matters involving LESSEE building access, including the access of LESSEE's employees, invitees and others who may be entering the premises. The LESSEE shall be responsible for payment to the Department of Public Safety ("DPS") or Office of Homeland Security ("OHS") for any special security services determined necessary by DPS or OHS during the time of the alterations, renovations, and repairs, with payment of said security to be made directly to the agency providing the service.
13. **ASSIGNMENT AND SUBLETTING.** LESSEE shall not assign or sublet the leased premises without prior written authorization from the LESSOR. For any sublease proposed, the LESSEE shall submit a written request to the LESSOR providing the proposed entity's name, a contact name and phone number, the proposed use of the premises, and square footage requested to be assigned or subleased. Upon authorization of the assignment or sublease, a written agreement for use and occupancy must be executed by the LESSOR, LESSEE, and Assignee or Sub lessee. Failure to obtain written authorization from the LESSOR for an assignment or sublease may result in the eviction of the Assignee or Sublessee. Any monies collected for the assignment or sublease shall be paid directly to the LESSOR unless otherwise authorized by the LESSOR and specified in the written agreement.
14. **SPECIAL TERMS AND CONDITIONS.** This Lease Agreement is subject to the terms, conditions, modifications, additions, and deletions listed below or attached hereto:
 - a. The LESSOR shall provide access and use to the Arc Conference Room made available to all tenants at no additional cost.
 - b. The LESSOR shall provide 3 reserved parking spaces.
15. **LESSEE'S PROPERTY AND EQUIPMENT.** The LESSEE shall be responsible for personal property, including but not limited to equipment, fixtures, modular furniture systems, or other special requirements (e.g. air conditioning, security system, computer flooring) placed or permitted in or on the leased premises by the LESSEE or its employees, invitees, or others. All personal property on the leased premises shall be and remain at the LESSEE'S sole risk. LESSOR shall not be liable for any personal injury, damage, or loss resulting from personal property placed or permitted on the premises by LESSEE, and further, the LESSEE shall hold the LESSOR harmless from any damages resulting from any personal property, fixtures, or equipment on the premises for the sole benefit of the LESSEE, including but not limited to damage which may be caused to the building and personal property of other occupants of the building, as a result of an equipment failure or malfunction, or improper maintenance practices. The LESSEE shall be responsible for the upkeep and maintenance on all of LESSEE'S fixtures, equipment or special systems belonging to or permitted by the LESSEE of every kind or nature located upon or serving the leased premises which are for the exclusive use by the LESSEE and are not required for the normal operation of the building systems.

All equipment and furnishings provided by the LESSEE shall remain the sole property of the LESSEE upon termination of this Lease Agreement or any extensions thereof, and may be removed by the LESSEE upon vacancy of the premises. Further, the LESSOR reserves the right to recover costs required to restore the premises to their original state as a result of the addition of any fixtures, equipment, or alterations and renovations made specifically to meet the needs of the LESSEE, or as a result of any unauthorized addition of fixtures or renovations/alterations made by the LESSEE within

the premises. No major energy consuming equipment may be installed in space occupied by the LESSEE without prior written consent from the LESSOR. Major Energy Consuming Equipment, as defined herein, shall mean any device requiring fifty (50) AMPS or more. The LESSOR reserves the right to recover from LESSEE any increase in energy costs to the LESSOR as a result of the installation of such equipment.

The LESSEE shall not install any equipment of any kind or nature whatsoever which will or may necessitate any changes, replacements or additions to, or in the use of, the water system, heating system, plumbing system, air-conditioning system, or electrical system of the premises or the building without obtaining prior written consent of the LESSOR. LESSEE shall install and maintain, at LESSEE's expense, any noise or vibration elimination devices necessary to prevent deleterious effects of noise or vibration impacting the structure or environment of the Building resulting from business machines and mechanical equipment belonging to LESSEE.

The LESSOR shall have the right to prescribe the weight and position of all heavy equipment and fixtures, including, but not limited to, data processing equipment, records and file systems, and safes, which LESSEE intends to install or locate within the premises. The LESSEE shall obtain LESSOR'S prior review and written approval before installing or locating heavy equipment and fixtures in the premises, and if installation or location of such equipment or fixtures, in LESSOR'S opinion, requires structural modifications or reinforcement of any portion of the premises or the building, LESSEE agrees to reimburse LESSOR for any and all costs incurred by LESSOR to make such required modifications or reinforcements, and such modifications or reinforcements shall be completed prior to LESSEE installing or locating such equipment or fixtures in the premises. The LESSEE shall reimburse LESSOR within fifteen (15) days of receipt of any statement setting forth those costs.

16. BUILDING TENANT MANUAL. The LESSEE and its employees, invitees, and others permitted access by LESSEE shall at all times abide by and observe the requirements contained in LESSOR's BUILDING TENANT MANUAL available on the Office of Management and Enterprise Services website at www.omes.ok.gov. In addition, LESSEE and its employees, invitees, and others permitted access by LESSEE shall abide by and observe all other rules or regulations that LESSOR may adopt for the operation and maintenance of the Building, provided that LESSOR will provide notice of any rules and regulations adopted that may vary the terms and conditions contained herein.
17. LEGISLATIVE PROGRAM CHANGES. In the event LESSOR determines that any of the leased premises are needed in order to provide adequate space to meet requirements for state programs within the facility, the LESSEE shall release said space within a mutually agreed upon time frame and the rent shall be adjusted accordingly.
18. TOBACCO FREE CAMPUS. In compliance with Executive Orders 2012-01 and 2013-43, the use of any tobacco product, electronic cigarettes or vaping devices is prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma. The LESSEE is responsible for ensuring that all staff, contractors and guests comply with the executive order.
19. This Lease shall not be modified, altered or amended except by written agreement executed by the parties hereto.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Lease to be signed in their names by their duly authorized representatives and deliver as their act and deed, intending to be legally bound by its terms and provisions.

LESSOR:

STATE OF OKLAHOMA, by and through its
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES

REAL ESTATE AND LEASING SERVICES

LESSEE:

OKLAHOMA STATEWIDE VIRTUAL CHARTER
SCHOOL BOARD

Rebecca Wilkinson

REBECCA WILKINSON, EXECUTIVE DIRECTOR