



THIS LEASE AGREEMENT is made and entered into this 1st day of March, 2022, between BORDWINE DEVELOPMENT, INC., their successor(s) and/or assigns hereinafter called the LESSOR, and THE STATE OF OKLAHOMA, by and through its OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES, on behalf of the OKLAHOMA DEPARTMENT OF HUMAN SERVICES, hereinafter called the LESSEE.

WITNESSETH: The parties hereto, for consideration hereinafter stated, do covenant and agree to the following, to wit:

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

Room/suite, and street address	<u>307 7th Street</u>
City, state and ZIP code	<u>Chickasha, OK 73018</u>
Legal description and building name	<u>See "Attachment G"</u>

Consisting of 4,868 net usable square feet of space to be used by the LESSEE for office space (general purpose). The leased premises are shown on the floor plan and signed and dated by LESSOR, attached to this Lease Agreement as "Attachment A".

2. TERM. This lease shall begin on the 1st day of June, 2022 and end on the 31st day of May, 2023.

3. RENT. The LESSEE shall pay the LESSOR the amount of \$3,955.25 per MONTH for a TOTAL \$47,463.00 as rental for the above described premises for the term of this Lease Agreement. Rent shall be payable in arrears, in equal monthly installments in accordance with statutory requirements and upon proper presentation of invoicing from the LESSOR. The LESSEE shall not be obligated to pay rent for any period prior to the time the LESSEE occupies the facility.

4. UTILITIES AND SERVICES. The LESSOR will provide the following utilities and services during the occupancy of said premises under the terms of this lease: (LESSOR must initial each service they will NOT provide.)

<u>BB</u> Electricity	<u> </u> Janitorial services/supplies – <u>3</u> days/wk
<u>BB</u> Gas	<u>BB</u> Trash removal
<u>BB</u> Water and sewer	<u>BB</u> Building security
<u> </u> General lawn care	

5. MAINTENANCE, REPAIR, IMPROVEMENTS, EQUIPMENT, SERVICES.

- a. It is agreed and understood the leased premises shall be equipped with necessary window treatments, fixtures for adequate lighting, electrical wiring and outlets, plumbing facilities to include hot and cold water, and central vented heat and refrigerated air conditioning adequate to maintain air temperature between 68 and 74 degrees during normal hours of operation, unless otherwise specified in this Lease Agreement, and such other times as may be determined by the LESSEE.
- b. LESSOR agrees to keep, repair and maintain, at LESSOR'S expense, the leased premises and all plumbing, heating, air conditioning, roof structure, electrical and mechanical devices, sidewalks, passageways in common areas, parking surfaces, appliances and equipment belonging to the LESSOR, of every kind or nature located upon or serving the leased premises, in good repair, condition and working order, suitable to the purpose an use for which LESSEE has leased these premises. This shall include the replacement of lamps, tubes, ballasts, broken or stained ceiling tiles, and replacement of carpet and painting of the premises as needed due to normal wear and tear. As used herein, the word, "repair," shall mean and include replacement of broken or cracked glass, unless through the fault of the LESSEE.
- c. The LESSOR shall be responsible for all costs incurred for any government, state or city inspections required for LESSEE'S occupancy.
- d. If the LESSOR provides supplemental air conditioning, It shall be maintained and climatically controlled at a temperature level determined necessary by the LESSEE and shall be operated 24 hours per day, seven days per week.
- e. Programmable thermostats with a plastic lockbox cover shall be provided by LESSOR if the LESSEE is responsible for the utility expenses. A key shall be provided to the LESSEE for each lockbox upon occupancy. If a utility is to be paid by the LESSEE, the LESSOR shall, at LESSOR'S expense, furnish and install a meter for measuring each applicable utility for the leased space.
- f. LESSOR shall provide LESSEE with keys or access cards to the entrances and exits and all locking doors within the leased premises.
- g. The LESSOR shall provide hard surfaced parking sufficient for the LESSEE'S agents, employees, and invitees.
- h. Exterior lighting shall be furnished by LESSOR as necessary for security.

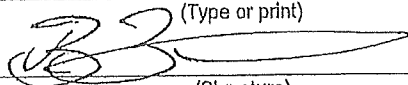
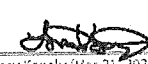
- i. LESSOR shall provide and install all telephone and data conduit preparation necessary per telephone company specifications and/or building codes. The LESSEE shall provide telephone wiring from the telephone equipment room to the telephone instruments and may contract with another party for this purpose, or may use existing wiring if available. Upon LESSEE vacating the premises, any data or telephone cabling services remaining in the building shall be considered abandoned by LESSEE.
 - j. LESSOR shall provide pest control and snow and ice removal.
 - k. For the purpose of maintaining the premises, the LESSOR reserves the right to enter and inspect the premises at reasonable times and to make the necessary repairs to the leased premises.
 - l. LESSOR shall maintain a quiet environment by ensuring other tenants of the building do not create noises or engage in any other activity on the leased premises that may be disruptive to LESSEE.
 - m. It is further understood and agreed that if the LESSOR does not maintain the premises and all appurtenances, as required in this agreement, in good repair, reasonable wear and tear excepted, the LESSEE shall notify the LESSOR in writing, by certified mail, of LESSOR'S deficiency in maintaining the leased premises.
 - (1) If LESSOR fails to take steps to remedy the deficiencies identified by the LESSEE within 30 days after proper notice has been mailed to the LESSOR, the LESSEE, at its option, may either (a) correct such deficiencies, and deduct the cost from future rental installment(s) or collect from the LESSOR in any manner provided by law; or (b) withhold rental payments until deficiencies are corrected.
 - (2) Should any equipment fail, or repairs fail to be made by LESSOR, which render the leased premises unfit for occupancy by the LESSEE and unsuitable for the intended purpose, the LESSEE may, after giving the LESSOR written notice of the failure, either (a) reduce or withhold lease payments on a pro rata basis for that period of time for which the leased premises were not occupied; (b) immediately terminate this lease and vacate the leased premises with no further obligations by the LESSEE to the LESSOR; or (c) have the deficiencies, repaired or replaced and may either (i) deduct the cost from future rent installments; (ii) collect such cost from LESSOR in any manner provided by law; or (iii) withhold rental payments until deficiencies are corrected.
 - n. LESSEE is prohibited from making permanent improvements to nonstate-owned property and cannot legally incur any cost for permanent improvements made to the leased premises.
 - o. LESSEE may install data and telephone cabling/services and modular panels prior to occupancy of the space, at no additional cost, with the understanding that it must not interfere with the LESSOR'S remodeling of said space.
 - p. The LESSOR shall provide the LESSEE with adequate written notification of any need to shut down any utility serving the leased premises.
 - q. LESSEE agrees to use the leased premises for the purposes stated above and to exercise reasonable diligence in the use of the leased premises. Further, LESSEE agrees, upon vacancy of the leased premises, to return the leased premises to the LESSOR in as good a condition as when originally leased, ordinary wear and tear excepted.
6. JANITORIAL SERVICES. The LESSOR shall provide janitorial services per the attached specifications and task frequency chart "Attachment B", unless otherwise specified in Section 15 of this Lease Agreement.
7. GROUNDS MAINTENANCE SERVICES. The LESSOR shall provide grounds maintenance services per the attached specifications "Attachment C", unless otherwise specified in Section 15 of this Lease Agreement.
8. LAWS, CODES, ORDINANCES, RULES, REGULATIONS. The LESSOR shall be responsible for compliance with all applicable federal, state and local laws, codes, ordinances, rules and regulations pertaining to health, safety, fire and public welfare. Furthermore, the state fire marshal, or applicable city fire marshal, must inspect the facility prior to the initial occupancy, acquisition of additional space, or renovation of existing space, and/or approve building plans for new construction, for compliance with the Life Safety Code, Fire Prevention Code and National Fire Protection Association standards, and shall provide a written report of said inspection or signed floor plan, as "Attachment D".
9. CASUALTY DAMAGE. It is mutually agreed between the LESSOR and LESSEE that if the building and premises shall be slightly damaged by fire or any other cause or causes, the LESSOR shall promptly repair the building and premises. If the space cannot be fully utilized by LESSEE during the time of the repair, lease payments required under this Lease Agreement shall either be reduced or withheld on a pro rata basis in accordance with the amount of space available for use by the LESSEE. If the building and premises are unfit for occupancy by the LESSEE as a result of damage by fire or any other cause or causes, this Lease Agreement may be terminated, and the LESSEE may vacate the premises with no further obligation to the LESSOR under the Lease Agreement from the date that the premises were damaged.
10. LESSOR'S LIABILITY INSURANCE. The LESSOR shall maintain general liability insurance in an amount no less than \$1 million per occurrence during the term of the Lease Agreement or any renewals of the Lease Agreement, unless a greater amount is specified by the LESSEE in Section 15 of this Lease Agreement. There shall be no cancellation, material change or intent not to renew insurance coverage without 30 days prior notice to LESSEE. LESSOR shall furnish to LESSEE an original certificate of insurance naming the certificate holder as follows: State of Oklahoma, Attn: Department of Human Services, Property Management Unit, PO Box 268833, Oklahoma City, Oklahoma 73126-8833. Attach the certificate of insurance to this Lease Agreement as "Attachment E". Provide a valid certificate of insurance to LESSEE as changes occur or on an annual basis throughout the term of this Lease Agreement or any renewals of this Lease Agreement.
11. LESSEE LIABILITY INSURANCE. The LESSEE shall maintain insurance or self-insurance covering LESSEE'S contents and liability through the Risk Management Program established by 74 O.S. § 85.58 et seq. and administered by the Oklahoma Office of

Management and Enterprise Services. Liability self-insurance shall correspond directly with 51 O.S. § 151, et seq. LESSEE shall provide LESSOR with proof of self-insurance upon request. Subject to and in accordance with the provisions of the Governmental Tort Claims Act, LESSEE shall be responsible for damages to the premises caused by LESSEE or LESSEE'S employees, invitees, representatives or agents.

12. **LESSEE'S PERSONAL PROPERTY.** LESSEE shall be responsible for all personal property, equipment or fixtures placed in or on the premises by LESSEE or its agents, employees or invitees, and all personal property, equipment or fixtures shall remain the property of LESSEE, and may be removed by the LESSEE without penalty. LESSOR shall be responsible for damages or loss of LESSEE'S personal property, equipment and fixtures if caused as a result of a failure of the building systems or LESSOR'S negligence.
13. **TERMINATION.** LESSEE may terminate this Lease Agreement, or any renewals of this Lease Agreement, by giving written notice to the LESSOR at least 30 days prior to the desired date of cancellation, and that rental shall cease upon date of vacation.
14. **OPTION TO RENEW.** The LESSEE shall have the option to renew the term of this Lease Agreement for 9 additional 12-month periods on the same terms and conditions contained in this Lease Agreement. On any options granted hereunder, the parties agree that during any option period the LESSEE reserves the right to cancel the Lease by LESSEE giving notice in writing to LESSOR at least 30 days prior to the desired date of cancellation and that rental shall cease upon date of vacation.
15. **SPECIAL TERMS AND CONDITIONS.** This Lease Agreement is subject to the terms, conditions, modifications, additions and deletions listed below or attached hereto:
 - a. LESSOR is not providing a tenant improvement allowance for the space. LESSEE requires tenant improvements to adapt the space to the specific needs of the LESSEE in serving the LESSEE'S customers and supporting the LESSEE'S business model. LESSOR agrees to perform the tenant improvements required by the LESSEE, and LESSEE shall issue payment to the LESSOR in the amount of ~~\$168,660.00~~ with the first month's rent.
 - b. Any changes made to the attached floor plan must be preauthorized by the Oklahoma Office of Management and Enterprise Services and mutually agreed upon by the LESSOR and LESSEE. If a change is made to a wall configuration that is not in accordance to the attached floor plan and is not authorized by the Oklahoma Office of Management and Enterprise Services, the LESSOR shall be responsible for altering the space to comply with the floor plan and for all associated costs.
 - c. During the term of this Lease Agreement, or any extension thereof, LESSOR agrees to reduce the LESSEE'S square footage by an amount determined necessary by the LESSEE due to the reduction in LESSEE'S staffing and budget.
 - d. The leased space is intended to be complete and finished in all respects, and commonly used items necessary for completion, which have not been specifically indicated by these minimum outline specifications "Attachment A2", shall be considered to be reasonably implied. Materials, workmanship and existing conditions not specifically mentioned in "Attachment A3" shall be assumed to be the best in common use as standard practice of the trades involved.
 - e. LESSOR shall proactively maintain the fixtures and finishes in the Leased Premises to ensure that the Leased Premises maintain an "as new" appearance suitable for a professional office. This may include, but is not limited to, updating or replacing flooring, paint and wall coverings, cabinetry, window treatments, plumbing fixtures and restrooms. Colors and styles of replacements will be subject to approval by the LESSEE and shall be of comparable quality to original. The cost of this maintenance is included in the monthly rental rate. Failure to adequately perform the requirements of this Section shall be subject to the penalties in Section 5.m .
16. **SIX-MONTH NOTIFICATION.** The LESSOR shall, as applicable, provide written notification by certified mail to the LESSEE (user agency) if the lease will not be renewed on the same terms and conditions contained in this Lease Agreement. Said notification shall be provided no less than six months prior to (a) the end of the lease term, or any extension of the lease term, if the LESSEE has no remaining options to renew in Section 13 above; or (b) the end of the last renewal period after the LESSEE has exercised its last option to renew. Failure by the LESSOR to provide said notification shall result in the automatic renewal of the Lease Agreement, at the option of the LESSEE, for an additional 12-month period on the same terms and conditions. However, this extended 12-month term shall not automatically include any further options to renew. Proper six-month notification must be provided for any additional 12-month lease periods.
17. **SUBLET OR TRANSFER.** The LESSOR hereby agrees that the LESSEE may sublet the leased premises to another state agency or occupying division, so long as the LESSEE remains the primary tenant and the SUBLESSEE is a similar type agency. Further, in the event that the LESSEE is transferred to another state agency or, by an act of the Oklahoma Legislature, becomes an independent state agency, the LESSOR hereby agrees to transfer this Lease Agreement, and all terms and conditions thereof, to the recipient state agency. If the Oklahoma Office of Management and Enterprise Services determines it is in the best interest of the recipient state agency to enter into a new Lease Agreement with the LESSOR, the LESSOR hereby agrees that the terms and conditions of said Lease Agreement shall include the same terms and conditions as the current Lease Agreement, and any amendments thereof, including the transfer of any options remaining on the current Lease Agreement.
18. **ASBESTOS.** Prior to initial occupancy, the premises shall be inspected by the appropriate State of Oklahoma regulatory agency for the presence of friable asbestos as defined in 40 O.S., § 451-457. Written documentation of the inspection is attached to this Lease Agreement as "Attachment F". Reinspection of the premises will not be necessary after initial occupancy unless recommended by the appropriate State of Oklahoma regulatory agency or the Oklahoma Office of Management and Enterprise Services.
19. **AMERICANS WITH DISABILITIES ACT.** The LESSOR shall be responsible for compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336) and all amendments and requirements imposed by the regulations issued pursuant to that act, as mutually agreed upon between the LESSOR and LESSEE so as to adequately meet the LESSEE'S ADA requirements.

20. **HEALTH AND SAFETY STANDARDS.** The LESSOR shall adhere to the requirements of the Oklahoma Occupational Health and Safety Standards Act of 1970, as defined in 40 O.S. § 401-424.
21. **CHANGE OF OWNERSHIP.** The LESSOR shall be responsible for immediately notifying the LESSEE of any transfer of ownership of the leased premises. Further, the LESSOR and transferee shall provide a fully executed Notice of Change of Lessor form (CAM/LEASING – FORM 289-F) to the Oklahoma Office of Management and Enterprise Services. Rental payments to the new LESSOR will not be made until such fully executed form is received and processed by the Oklahoma Office of Management and Enterprise Services.
22. **OWNERSHIP/FINANCIAL INTEREST.** The LESSOR attests that no person holding an ownership or other financial interest in the leased premises is current member of the Oklahoma Legislature. Further, the LESSOR attests that if a former member of the Oklahoma Legislature holds ownership or other financial interest in the leased premises, the execution of said Lease Agreement will not violate any provisions of the Oklahoma Constitution, as certified on the attached Contract Non-Collusion Certification.
23. **CHOICE OF LAW.** This Lease Agreement shall be governed and construed according to the laws of the State of Oklahoma.
24. **MODIFICATION.** This Lease Agreement shall not be modified, altered or amended except by written agreement executed by the parties to this agreement with the same formality as this agreement.

This Lease Agreement shall not be effective or binding until signed by the LESSOR, LESSEE and the OKLAHOMA OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES.

LESSOR: <u>BORDWINE DEVELOPMENT, INC.</u> (Type or print)	LESSEE: <u>Oklahoma Department of Human Services</u> (Type or print)
By: <u></u> (Signature)	By: <u></u> (Signature)
<u>BRANNAN BORDWINE, PRESIDENT</u> (Print name and title)	<u>Lindsey Kanaly Director of Compliance</u> (Print name and title)
Date: <u>11-9-22</u>	Date: <u>Mar 21, 2022</u>

State of Oklahoma, by and through its
Office of Management and Enterprise Services
Carie Carman Digitally signed by Carie Carman
Date: 2022.05.04 14:30:18 -05'00'
Real Estate and Leasing Services