

LEASE

THIS LEASE dated the _____ day of June 2023 between **McCABE LAND COMPANY LIMITED PARTNERSHIP**, a West Virginia limited partnership, having its principal mailing address at P O Box 1692, Charleston, West Virginia 25326 (hereinafter referred to as "Landlord") and **MARION COUNTY SCHOOLS**, having its current office at, _____ (hereinafter referred to as "Tenant").

WITNESSETH:

1. DESCRIPTION

Landlord owns a certain building located at 320 Adams Street, Fairmont, WV, (hereinafter referred to as the "Building").

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord 3,631 rentable square feet on the first floor of the Building to be known as Suite 107 as shown on **Exhibit A** as attached hereto and made a part hereof (hereinafter referred to as the "Demised Premises").

This Lease includes the right of Tenant to use the Common Building Facilities in common with other tenants of the Building. The words "Common Building Facilities" shall mean all of the facilities in or around the Building designed and intended for use by the tenants of the Building in common with Landlord and each other, including corridors; elevators; fire stairs; telephone and electric closets; telephone trunk lines and electric risers; aisles; walkways; restrooms; service areas; lobbies; landscaped areas and all other common areas intended for such use on the date hereof.

2. TERM

The term of this Lease is one (1) year, to commence on or about the 1st day of July 2023 (hereinafter referred to as the "Commencement Date"), and to end on the 30th day of June, 2024 (hereinafter referred to as the "Expiration Date"), both dated inclusive, unless the term be extended pursuant to Paragraph 4 hereof, or earlier terminated as provided herein.

3. RENT

The annual rent shall be at the rate of **\$36,000** annually to be paid in equal monthly install-

ments of **\$3,000** on the first day of each month during the term hereof commencing on the Commencement Date of this Lease; provided, however, that if the term of this Lease should commence on the date other than the first day of the month, the first and last month's rent shall be prorated.

4. LEASE EXTENSION

If this Lease shall not have been terminated pursuant to any provisions hereof and Tenant is not in default under the terms hereunder, then Tenant may, at Tenant's option, extend the term of this Lease for three (3) additional one (1) year terms.

Tenant may exercise such option by giving Landlord written notice not less than a date of three (3) months prior to the expiration of the original term. Upon the giving by Tenant to Landlord such written notice and the compliance by Landlord and Tenant with the foregoing provisions of this Paragraph 4, the term of this Lease shall be deemed to be automatically extended upon all the covenants, agreements, terms, provisions and conditions, set forth in this Lease, except rental which will follow the table below:

<i>Lease Term</i>	<i>Lease Rate</i>	<i>Annual Rent</i>	<i>Monthly Rent</i>
<i>07/01/23 thru 06/30/24</i>	<i>\$ 9.91</i>	<i>\$ 36,000</i>	<i>\$ 3,000</i>
<i>Renewal Term</i>	<i>Renewal Rate</i>	<i>Annual Rent</i>	<i>Monthly Rent</i>
<i>07/01/24 thru 06/30/25</i>	<i>\$ 10.41</i>	<i>\$ 37,798.71</i>	<i>\$ 3,149.89</i>
<i>07/01/25 thru 06/30/26</i>	<i>\$ 10.91</i>	<i>\$ 39,614.21</i>	<i>\$ 3,301.18</i>
<i>07/01/26 thru 06/30/27</i>	<i>\$ 11.41</i>	<i>\$ 41,429.71</i>	<i>\$ 3,452.48</i>

If Tenant fails or omits to so give to Landlord the written notice referred to above, it shall be deemed, without further notice and without further agreement between the parties hereto, that Tenant elected not to exercise the options granted Tenant pursuant to this Paragraph 4, to extend the term of this Lease for additional periods. Landlord at such time may advertise the Demised Premises "for lease", put "for lease" signs on and in the Building and may show prospective lessees the Demised Premises during normal business hours.

5. USE

The Demised Premises may be used and occupied for general office and classroom purposes. Tenant agrees not to occupy or use, or permit to be occupied or used, any portion

of the Building or Demised Premises for any business or purpose which is unlawful, disreputable or deemed to be extra-hazardous on account of fire or permit anything to be done which would in any way increase the rate of fire or liability or any other insurance coverage on said Building. Tenant shall not do or permit anything to be done in the Demised Premises or Building that will interfere with the rights of other tenants in the Building or otherwise interfere with standard Building operations.

6. **PREPARATION AND ACCEPTANCE OF DEMISED PREMISES**

Tenant has examined the Demised Premises, is familiar with the condition thereof, is satisfied with the condition, and accepts the Demised Premises “As Is” except for the specific areas of carpet identified on the floorplan in **Exhibit B**. Landlord has made no warranty or representation with respect to the Demised Premises as to condition, habitability, merchantability, or fitness for a particular purpose. Landlord has no obligation to alter the Building or Demised Premises and makes no warranties or representations concerning any hazardous substances or other environmental matters affecting any part of the Building or Demised Premises.

• **RULES AND REGULATIONS**

The rules and regulations are made a part of this Lease and are attached as **Exhibit C**. Tenant agrees to comply with all current rules and regulations, together with any subsequent reasonable rules and regulations that may be adopted by the Landlord for the general benefit of all Tenants in the building; however, such adopted changes shall not become effective and a part of this Lease until a copy has been delivered to Tenant.

8. **MAINTENANCE OF DEMISED PREMISES**

(a) Landlord shall maintain, repair and replace, as necessary, and keep in good order, safe and clean condition the (1) plumbing, sprinkler, HVAC and electrical and mechanical lines and equipment associated therewith, utility and trunk lines, tanks and transformers, elevators, broken or damaged glass and damage by vandals; (2), the interior and exterior structure of the Building, including the roof, exterior walls, bearing walls, support beams, floor slabs, foundation, support columns; (3) improvements to the land, including ditches, shrubbery, landscaping and fencing, and (4) the Common Building Facilities located within or outside the Building, including the common entrances, corridors, interior and exterior doors and windows,

stairways, lavatory facilities and access ways.

(b) Tenant shall maintain and repair the Demised Premises and otherwise keep the Demised Premises in good order and repair. Tenant shall be responsible for the maintenance, repair or replacement of any systems that are located within the Demised Premises and are supplemental or special to the Building's standard systems. Tenant shall be responsible for the maintenance of floor coverings or wall coverings (including paint) in the Demised Premises.

(c) The Tenant will take good care of the Demised Premises and the Common Building Facilities and all alterations, additions, and improvements to the Demised Premises; will repair all damage to the same resulting from the negligent or willful acts or omissions of the Tenant, or its employees, agents, contractors, or invitees; will suffer no waste or injury; will execute and comply with all federal, state, and local laws, rules, orders, statutes, directives, ordinances and regulations (collectively herein called the "laws"), at any time issued or enforced by any lawful authority, applicable to the Tenant's use, manner of use or occupancy of the Demised Premises; and will repair, at or before the end of the term, all injury done by the installation or removal of furniture and property.

(d) At any time, whether voluntarily or pursuant to governmental requirements, the Landlord may, at its cost, make repairs and improvements in or to the Building or any part thereof, including the Demised Premises. The Landlord shall provide Tenant reasonable notice of such repairs and improvements. The Landlord shall avoid interference with Tenant's use and enjoyment of the Demised Premises and Building. In the event such repairs and improvements interfere with Tenant's use and enjoyment of the Demised Premises and Building, Landlord shall, upon notice by Tenant, undertake reasonable measures to abate such interference. In no event shall rent or other monetary obligations hereunder of Tenant be suspended, reduced, abated or otherwise affected.

9. **ALTERATIONS**

Tenant shall have the right to make such alterations and modifications to the Demised Premises, as Tenant may deem desirable with written approval by Landlord. Any damage to the building resulting from such alterations or modifications shall be repaired at Tenant's expense. Tenant alterations and improvements shall become the property of the Landlord.

The Tenant shall not permit any mechanics' liens to be filed against the fee of the real property on which the Building is located nor against the Tenant's leasehold interest in the Demised Premises. If any mechanics' liens are so filed, the Landlord shall notify Tenant who shall, within sixty (60) days thereof, pay and satisfy any such lien. If Tenant fails to pay and satisfy such liens within sixty (60) days, the Landlord, at its election, may pay and satisfy the same in which event the sums so paid by the Landlord, with interest from the date of payment at the annual rate of two percent (2%) above the prime interest rate established, from time to time, by the largest commercial bank in West Virginia, shall be due and payable by the Tenant at once as additional rent without notice or demand.

10. **SIGNAGE**

Tenant shall have the right with Landlord's approval to one listing in the Building Directory in the main lobby of Building.

Tenant shall have the right with Landlord's approval to install in conformance with Landlord's standards, at Tenant's expense and option, one non-illuminated sign at entrance of the Demised Premises. All signs or lettering shall conform to statutes, ordinances, rules and regulations of any governmental authority having jurisdiction over the Building and must be removed at the Tenant's expense upon termination of the lease.

11. **SERVICES**

Landlord shall furnish the following services to Tenant at Landlord's costs and expense, all of which shall be adequate for the intended use of the Demised Premises and in conformity with that furnished in local buildings of similar nature:

- (a) Landlord shall provide air conditioning and heat in season at such temperatures and in such amounts as are considered by landlord to be standard,
- (b) Landlord shall provide water at those points of supply for drinking, toilet and lavatories;
- (d) Landlord shall provide replacement ballast and light bulbs for Building standard fluorescent lighting;
- (e) Landlord shall provide trash dumpster service; and
- (f) Landlord shall provide window washing once annually.

Tenant shall furnish the following services at its own expense all of which shall be adequate for the intended use of the Demised Premises:

- (a) Tenant shall provide telephone, data service and cabling;
- (b) Tenant shall pay electric which will be invoiced each month by the Landlord; and
- (c) Tenant shall provide janitorial service and supplies for their own suite.

Tenant acknowledges that any one or more of the services provided for in this Paragraph may be interrupted or suspended by reason of accident, repair, alterations or improvements necessary to be made, strikes, lockout, or act of God.

12. **PARKING**

Up to three (3) spaces included in rent. Additional spaces may be leased at an additional cost.

13. **COMPLIANCE WITH LAW**

The Tenant shall comply with all applicable statutes, ordinances, rules and regulations of federal, state, and municipal governments.

14. **NON-SMOKING BUILDING**

The Tenant shall not permit smoking within the Demised Premises. Tenant shall cause its employees to observe all non-smoking bans in the Building as imposed by the Landlord. Landlord shall not have any liability to Tenant or its employees as a result of any smoking that occurs in the Building.

15. **LANDLORD'S TITLE, AUTHORITY AND QUIET ENJOYMENT**

Landlord covenants and represents that it has good and marketable title to the Building free and clear of all ground leases, liens and encumbrances affecting the Demised Premises or the rights granted to Tenant hereunder, except deeds of trust that may from time to time be placed on the Building.

Landlord covenants and represents that it has full and complete authority to enter into this Lease under all the terms, conditions and provisions set forth herein, and so long as Tenant

keeps and performs each and every term, provision and condition herein contained on the part of Tenant to be kept and performed, Tenant shall peacefully and quietly enjoy the Demised Premises without hindrance or molestation by Landlord or by any other person claiming by, through or under Landlord.

16. **SUBORDINATION**

Tenant shall, if so requested by Landlord's lender, subordinate the priority of this Lease and the leasehold estate created hereby to the lien of any future mortgage, tenant improvement loan or ground lease covering the Building; provided however, that the Mortgagee shall deliver to Tenant at or prior to the time that this Lease becomes so subordinate, a written agreement in recordable form whereby Tenant, so long as Tenant is not in default hereunder, may remain in possession of the Demised Premises pursuant to the terms hereof and without any diminution of the Tenant's rights should the Building become the subject of any action to foreclose any mortgage or to dispossess Landlord.

17. **ASSIGNMENT AND SUBLETTING**

Tenant shall have the right to sublease all or any portion of the Demised Premises, but any such subletting shall not relieve Tenant of its obligations hereunder. Any such sublease requires Landlord's written consent and such consent shall be at Landlord's sole discretion.

Any additional rents or other compensation over and above the rent plus operating expense escalation received by Tenant from sublease shall be split equally between Landlord and Tenant.

Tenant shall only have the right to assign this Lease with Landlord's written consent, and such consent shall be at Landlord's sole discretion.

All costs incurred by Landlord in connection with any request for consent to an assignment or sublet, including costs of investigation and the reasonable fees of Landlord's counsel, shall be paid by Tenant on demand as a further condition of any consent which may be given.

18. **INTENTIONALLY LEFT BLANK**

19. **TAXES, ETC.**

Landlord shall pay all real estate taxes, assessments, water and sewer rates and charges, and any other charges that may be levied, assessed or charged against the Building.

20. **INSURANCE**

Landlord shall provide, at its expense, throughout the term of this Lease, a policy of insurance covering the Building against loss. Such insurance shall be for the sole benefit of, and proceeds shall be payable only to Landlord, and if required, Landlord's lender. Landlord shall also provide public liability insurance for injuries and death occurring within the Building and the Demised Premises, except when caused by the negligence of Tenant or Tenant's failure to perform its obligations under this Lease. The policy or policies evidencing such insurance shall provide for a combined coverage of bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000). Such policy or policies shall be issued by an insurance company licensed to do business in West Virginia. Upon Tenant's request, Landlord shall submit to Tenant suitable evidence that the foregoing policy or policies are in effect.

Tenant shall maintain, at its expense, throughout the term of this Lease, a policy of covering its personal property and equipment. Tenant shall also provide commercial general liability insurance, naming Landlord the additional insured, covering any liability for bodily injury, personal injury (including death) and property damage arising out of the Tenant's occupancy or use of the Building and Demised Premises in an amount up to Two Hundred Fifty Thousand Dollars (\$250,000) per person and One Million dollars (\$1,000,000) per occurrence. Upon Landlord's request, Tenant shall submit to Landlord suitable evidence that the foregoing insurance is in effect. All policies shall be taken out with responsible insurers that are authorized to transact business in the State of West Virginia. All insurance provided under this Paragraph may be periodically reviewed by the Landlord for purpose of increasing or decreasing the maximum limit of such insurance to amounts that may be reasonable and customary for similar buildings of like size and operation.

21. **MUTUAL RELEASE OF LIABILITY**

Neither the Landlord nor the Tenant shall be liable to the other for any business interruption

or any loss or damage to property or injury or death of persons occurring on or about the Building or in any manner arising out of or connected with Tenant's use and occupation of the Building, or the condition thereof, whether or not caused by the negligence or other fault of Landlord or Tenant or of their respective agents or employees. This release shall apply only to the extent that such business interruption loss or damages to property, or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or protected the Landlord or Tenant or both. Nothing in this Paragraph shall be construed to impose any other or greater liability upon either the Landlord or Tenant than would have existed in the absence of this Paragraph. This release shall be in effect only so long as the applicable policies are so written or contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies. Policies of insurance so written or containing such clauses shall be obtained whenever possible.

22. **SUBROGATION**

The Landlord and Tenant shall look first to any insurance in its favor before making any claim against the other for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Landlord and Tenant each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance and, also, provided that such a policy can be obtained without additional premiums.

23. **DAMAGE BY FIRE**

If the Building shall be damaged by fire, the elements, or other casualty, but is not thereby rendered untenable in whole or in part, Landlord shall with reasonable dispatch cause such damage to be repaired insofar as the proceeds of Landlord's insurance permits, and the rent shall not be abated; if by reason of such occurrence the Demised Premises shall be rendered untenable only in part, Landlord shall with reasonable dispatch cause the damage to be repaired insofar as the proceeds of Landlord's insurance permits, and the rent shall be abated proportionately as to the portion of the Demised Premises rendered untenable for such time as may elapse until there be again upon the Demised Premises of as much value to the Tenant for its use as that so damaged. If by reason of such occurrence the Building

shall be rendered wholly untenable, Landlord shall with reasonable dispatch cause such damage to be repaired insofar as the proceeds of Landlord's insurance permits, and the rent shall be abated in whole until the Building is restored, unless within sixty (60) days after such occurrence Landlord shall give Tenant written notice that it has elected not to reconstruct the destroyed Building in which event this Lease and the tenancy hereby created shall cease as of the day of said occurrence. Landlord shall not be required to repair or replace any property, which the Tenant may be entitled to remove from the Building. In no event shall Landlord be responsible to Tenant for any resulting inconvenience or loss of business.

24. **CONDEMNATION**

In the event the Building shall be condemned for public use or voluntarily transferred to a public or quasi-public body in lieu of proceeding to a judgment of condemnation, this Lease shall terminate and rent shall be adjusted to the date of termination. In the event a portion of the Building shall be condemned for public use or voluntarily transferred to a quasi-public body in lieu of proceeding to a judgment of condemnation and Tenant is unable, in Tenant's determination, to carry on its normal business operations for a period of thirty (30) days after the occurrence of such condemnation or transferal, then this Lease shall terminate and Tenant's obligations hereunder, including the obligation to pay rent, shall cease as of the date of termination. If in Tenant's determination, it is unable to carry on its normal business operations for a period of less than thirty (30) days because of such partial condemnation, rent shall abate for the period the Premises are untenable.

In the event a portion of the Building shall be condemned for public use or voluntarily transferred to a public or quasi-public body in lieu of proceeding to a judgment of condemnation, and Tenant shall determine that it is able to carry on its normal business operations, this Lease shall terminate as to the portion of the Building so taken and the Tenant may terminate this Lease as to the remainder of the Building. In the event that Tenant does not terminate this Lease as to the remainder of the Building, then Tenant shall pay rent for only such portion which Tenant in its determination may reasonably occupy after such partial condemnation or transfer. All repairs necessary to restore the Demised Premises or the Building as nearly as possible to its original condition shall be:

- (a) commenced within thirty (30) days after the taking or transfer;
- (b) performed in a diligent and workmanlike manner with material of at least the same

quality utilized originally in the construction of the Building.

- (c) completed by Landlord at Landlord's sole expense with a minimum of interference with Tenant's normal business operations.

Tenant shall not be entitled to any award or settlement resulting from the condemnation, provided that nothing contained herein shall be construed to in any way restrict or limit Tenant from asserting a claim against the condemning authority for any damages resulting from the taking of leasehold improvements paid for by Tenant or moving expenses incurred as a result of such condemnation.

25. **HAZARDOUS SUBSTANCES**

Tenant shall comply or secure compliance with all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, any Hazardous Substance (as hereinafter defined), waste disposal, air emissions and other environmental matters with respect to use or occupation of the Building. Tenant shall not cause or permit any Hazardous Substance to be brought upon, kept or used in or about the Building by Tenant or any other person or entity. If Tenant breaches the obligations stated herein or if the presence of Hazardous Substances in or about the Building caused or permitted to be caused by Tenant results in the contamination of the Building, or any portion thereof, or if the contamination of the Building by Hazardous Substance otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including without limitation, diminution in value of the Building, and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees), which arise during or after the term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Substances being present in the soil or ground water on or under the Building. Without limiting the foregoing, if the presence of any Hazardous Substances on the Demised Premises, caused or permitted to be caused by Tenant results in any contamination of the Building, or any portion thereof, Tenant shall promptly take all actions, at no cost or expense to Landlord, as are necessary to return the Building to the condition existing prior to the introduction of any such Hazardous Substances to the Building, provided that Landlord's approval of such action shall first be

obtained. Hazardous Substances shall include, without limitation, flammables, explosives, radioactive materials, asbestos, Polychlorinated biphenyls (PCB's), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any government authority.

Tenant's liability shall extend only to those actions of Tenant, its employees, agents or invitees. Tenant shall not be liable for the actions of Landlord, its employees, agents, or invitees, either prior to, during or subsequent to Tenant's occupancy of the Building.

Tenant's obligations and liabilities under the Hazardous substances Provisions of the Lease shall survive the expiration of the Lease.

26. **DEFAULT BY TENANT**

The occurrence of any one or more of the following events shall constitute a material breach by Tenant:

- (a) the failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after receipt of written notice hereof by Tenant from Landlord; provided however, that if any such default shall be repeated two (2) times in any twelve (12) consecutive months, then notwithstanding that such defaults have each been cured by Tenant after notice as provided in the Lease, any further similar default within said twelve (12) month period shall be deemed to be a Repeated Default without ability to cure. In the event of a Repeated Default, Landlord, without giving Tenant any notice and without affording Tenant an opportunity to cure the default, may terminate this Lease forthwith and Landlord, at its option, may avail itself to remedies in this Paragraph;
- (b) the failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by Tenant from Landlord, provided, however, that if the nature of Tenant's default is such that it cannot be cured solely by payment of money and that more than thirty (30) days may be reasonably required for such cure, then Tenant shall not be deemed to be in default if Tenant

shall commence such cure within such thirty (30) day period and shall thereafter diligently prosecute such cure to completion; and

- (c) (i) the making of any general arrangement or any assignment by Tenant for the benefit of creditors;
- (ii) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition or reorganization or arrangement under any law relating to bankruptcy;
- (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets; or
- (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets.

27. **LANDLORD'S REMEDIES**

In the event of any material breach of this Lease by Tenant, then Landlord in addition to other rights or remedies it may have, shall have the right to terminate this Lease upon thirty (30) days written notice to Tenant, and also the right, with or without termination of this Lease, of reentry upon and taking possession of the Demised Premises and Landlord may remove all persons and property from the Demised Premises, such property may be removed and stored in any other place in the Building or in any other reasonably secure place for the account of and at the expense and risk of Tenant. Tenant hereby waives all claims for damages that may be caused by the reentry of Landlord and property as herein provided and shall save Landlord harmless from any costs or damages occasioned Landlord thereby. No such reentry shall be considered or be construed to be a forcible entry.

The right of distress, pursuant to the laws of West Virginia, shall apply, and may be enforced regardless of the amount of rent and other payments past due and regardless of whether or not the same amount to more or less than one year's rent.

Upon such declaration of termination, Landlord may, pursuant to the service of declaration in ejectment upon the Tenant or any tenant in possession, or without notice or process, as required by Chapter 37, Article 6, Sections 19 and 20 of the official Code of West Virginia,

reenter and take possession of the Demised Premises, or any part of thereof in the name of the whole, to the same extent and with like effect as though this Lease had never been made. Notwithstanding the foregoing, the exercise by Landlord of the right to declare this Lease terminated shall not be held to release or impair any then existing obligation or liability of Tenant hereunder or any right or remedy herein granted to or in any manner vested in Landlord or otherwise available to it for the collection of the rentals, or other money payable hereunder or the enforcement of any other liability. Nothing in this Article contained, however, shall be construed so as to deprive Tenant of the right to contest the right of Landlord to declare a termination of this Lease.

28. **DEFAULT BY LANDLORD**

The occurrence of any one or more of the following events shall constitute a material breach by Landlord:

- (a) The failure by Landlord to make any payment required to be made by Landlord to Tenant hereunder, as and when due, where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof from Tenant to Landlord;
- (b) The failure by Landlord to observe or perform any of the covenants, conditions or provisions of this Lease where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof from Tenant to Landlord; provided however, that if the nature of Landlord's default is such that it cannot be cured solely by payment of money and that more than thirty (30) days may be reasonably required for such cure, then Landlord shall not be deemed to be in default if Landlord shall commence such cure within such thirty (30) day period and shall thereafter diligently prosecute such cure to completion.

29. **TENANT'S REMEDIES**

In the event of any material breach of this Lease by Landlord, then Tenant in addition to other rights or remedies it may have, at Tenant's sole option, may perform such obligations of Landlord and invoice Landlord for all reasonable costs of expenses incurred in performing such obligations. Tenant does not have right of set-off of expenses against rent due Landlord.

30. **HOLD HARMLESS**

Landlord shall not be liable to Tenant or to Tenant's agents, servants, employees, customers or invitees for any damage to person or property caused by any act, omission or neglect of Tenant, its agents, servants or employees, and Tenant agrees to indemnify and hold Landlord harmless from all liability and claims for any such damage. Tenant shall not be liable to Landlord, or to Landlord's agents, servants, employees, customers or invitees for any damage to person or property caused by any act, omission or neglect of Landlord, its agents, servants or employees, and Landlord agrees to indemnify and hold Tenant harmless from all claims for such damage.

31. **LANDLORD'S LIEN**

Landlord reserves a Landlord's lien for any rent provided for herein which is due but has not been paid to the Landlord upon all or a portion of Tenant's personal property on the Demised Premises, the value of which shall not exceed the sums due and owing to Landlord. This lien shall be in addition to and shall not diminish the rights of the Landlord under the laws of the State of West Virginia.

32. **DELIVERY OF EXECUTED LEASE**

Landlord shall deliver to Tenant one (1) fully executed original of this Lease within ten (10) days after delivery to Landlord by Tenant of two (2) duplicate originals of this Lease duly executed by Tenant. In the event Landlord shall fail to deliver the fully executed copies of this Lease as herein required, Tenant may, if Tenant so elects, withdraw its execution and delivery of the Lease by giving Landlord written notice of such withdrawal. Upon such withdrawal neither party shall have any rights against the other either hereunder or otherwise except that Landlord shall forthwith return to Tenant any sums which Tenant shall have paid to Landlord prior to such withdrawal.

33. **TENANT FINANCIAL INFORMATION**

Landlord may require Tenant to provide financial information to Landlord's lender, if lender requires such information for underwriting any mortgage loan on the Building. This financial information shall be kept confidential and used only by lender in underwriting mortgage loan financing.

34. **NOTICES**

All notices shall be sent **U. S. Certified Mail, Return Receipt Requested** to the following addresses:

TO LANDLORD:

McCabe Land Company LP
ATTN: Kristin Dent
P O Box 1692
Charleston, WV 25326

TO TENANT:

Marion County Schools
Attn: _____

Fairmont, WV 25564

Any notice shall be deemed to have been given on the date set forth on the Registry Receipt given to sender at the time of mailing, except that for purposes of Paragraphs 27 and 29 hereof, such notice shall be deemed to have been received on the earlier of (a) the date set forth on the Return Receipt, (b) the date of delivery as shown on the Post Office records.

Except as otherwise provided in this Lease, all correspondence to Tenant with respect to this Lease or any of the provisions hereof shall be sent to the addresses of Tenant set forth above. Either party, by notice to the other, shall have the right to change the address(es) for notice(s) to be sent to such party, and to add or substitute entities to which a copy of any notice shall be sent by the other party.

35. **BROKERAGE**

Landlord and Tenant acknowledge that West Virginia Commercial, LLC is the real estate broker that brought about this lease transaction, and Landlord shall pay the brokerage commission to such broker pursuant to separate agreement. Landlord hereby indemnifies Tenant against the claims of any other broker arising from Landlord's acts, and Tenant hereby indemnifies Landlord against the claims of any other broker arising from Tenant's acts. It is further acknowledged by Tenant that Brooks F. McCabe, Jr. is Broker and Owner of West Virginia Commercial, LLC and the General Partner of McCabe Land Company Limited Partnership.

36. **ESTOPPEL CERTIFICATE**

Landlord and Tenant shall, at any time upon not less than twenty (20) days prior written notice, execute and deliver to a prospective new landlord, lender or assignee or subtenant of

Tenant, as the case may be, a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), (ii) the date to which the rent and other charges are paid in advance, if any, and (iii) acknowledging that there are not, to the party's knowledge, any uncured defaults or unfulfilled obligations on the part of the other party hereunder, or specifying such defaults or unfulfilled obligations if any are claimed.

37. **HOLDOVER**

If Tenant shall remain in possession of the Demised Premises after expiration of the original or any additional term hereof, Tenant's occupancy shall be a month-to-month tenancy at the then current rental rate, unless Landlord has a new Tenant for Demised Premises and in such case the rental rate for the holdover shall be one hundred fifty percent (150%) of the last month of the unexpired term and under all of the other terms, conditions and provisions hereof except those pertaining to the term of the Lease.

38. **SURRENDER**

Upon any termination or expiration of this Lease, Tenant shall surrender the Demised Premises, including all replacements, additions, and other improvements (except Tenant's equipment, trade fixtures, furniture and furnishings) constructed thereon by Tenant, in the same condition as existed at the commencement of the term, except for normal wear and tear and damage caused by the elements, casualty, or any other cause for which Tenant might not be liable, provided, however, that Tenant may be required by Landlord to remove any or all of the improvements and alterations made to the Demised Premises by Tenant at Tenant's expense. Any damage to the Demised Premises resulting from the removal of such improvements or alterations shall be repaired by Tenant at Tenant's expense.

39. **MODIFICATION OF LEASE**

The terms, covenants and conditions of this Lease may not be changed orally but only by an instrument in writing signed by the party against whom enforcement of the change is sought. The failure of either party hereto to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Lease to be performed or observed by the other party hereto shall not constitute a waiver or relinquishment for the future of

any such term, covenant or condition.

40. **MEMORANDUM OF LEASE**

Neither party shall record this Lease or any of the exhibits and/or riders attached hereto, but at the request of either party, Landlord and Tenant shall enter into a "short form" or Memorandum of Lease in recordable form which shall set forth the parties, the legal description of the land underlying the Building, a description of the Demised Premises, the Commencement Date and Expiration Date of the term of the Lease, rental payments, and any other options and/or restrictions in this Lease desired to be included by either party.

41. **PARAGRAPH CAPTIONS**

Paragraph captions herein are for Landlord's and Tenant's convenience only, and neither limit nor amplify the provisions of this Lease.

42. **ENTIRE AGREEMENT**

This Lease represents the entire agreement between Landlord and Tenant and supersedes all prior agreements both written and oral. The terms, covenants and conditions of this Lease shall be binding upon and shall insure to the benefit of Landlord and Tenant and their respective executors, administrators, heirs, distributees, legal representative, successors and assigns.

43. **CHOICE OF LAW AND INTERPRETATION**

This Lease shall be governed by the law of the State of West Virginia. Should any provisions of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such provision shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed most strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties hereto have participated in the preparation of this Lease.

44. **ARBITRATION**

All disputes between Landlord and Tenant shall be decided by arbitration. Landlord or Tenant shall have the right, by giving written notice to the other party setting forth in detail the nature of the dispute, to request arbitration. The dispute shall be submitted to arbitration as follows:

Within fifteen (15) business days after delivery of the above notice, each party (Landlord and Tenant) shall appoint a person to act as an arbitrator in its behalf. Within five (5) business days thereafter, the two appointed arbitrators shall jointly appoint a third arbitrator. The dispute shall be arbitrated by said three arbitrators. A majority decision of the three arbitrators shall control. All of the arbitrators shall be persons having at least ten (10) years of experience in dealing with commercial leases in office buildings within the City of Charleston, State of West Virginia, and none shall have any interest in the Building or be or have been associated or affiliated with either Landlord or Tenant.

In the event Landlord and Tenant, or the two arbitrators fail or refuse to appoint an arbitrator within the time set forth herein, then either party shall have the right to petition the senior judge in the court of appropriate jurisdiction to appoint such arbitrator and the arbitrator appointed by said judge shall serve in said capacity.

45. **WAIVER OF BREACH**

The waiver by Landlord of any breach of this Lease by Tenant or the failure by Landlord to take timely action in connection with any breach of this Lease shall not be construed as to waiver of any subsequent breach by Tenant.

46. **EXHIBITS**

Attached hereto and made a part hereof are the following:

Exhibit A – First floor Building plan with Suite 107 outlined in red.

Exhibit B – Areas of Suite 107 that require carpet replacement

Exhibit C – Rules & Regulations

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

McCABE LAND COMPANY LP

By: _____
Brooks F. McCabe, Jr., General Partner

MARION COUNTY SCHOOLS

By: _____

Name: _____

Its: _____

EXHIBIT A

VETERANS' SQUARE - FIRST FLOOR

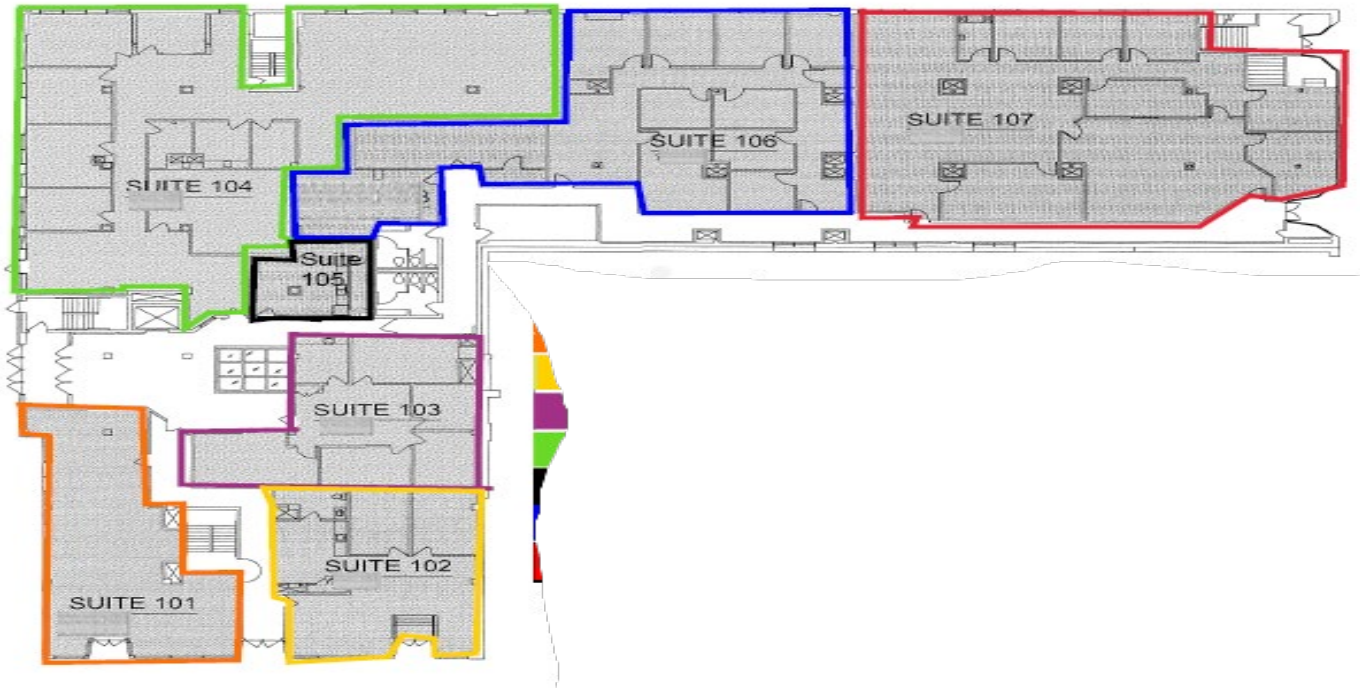
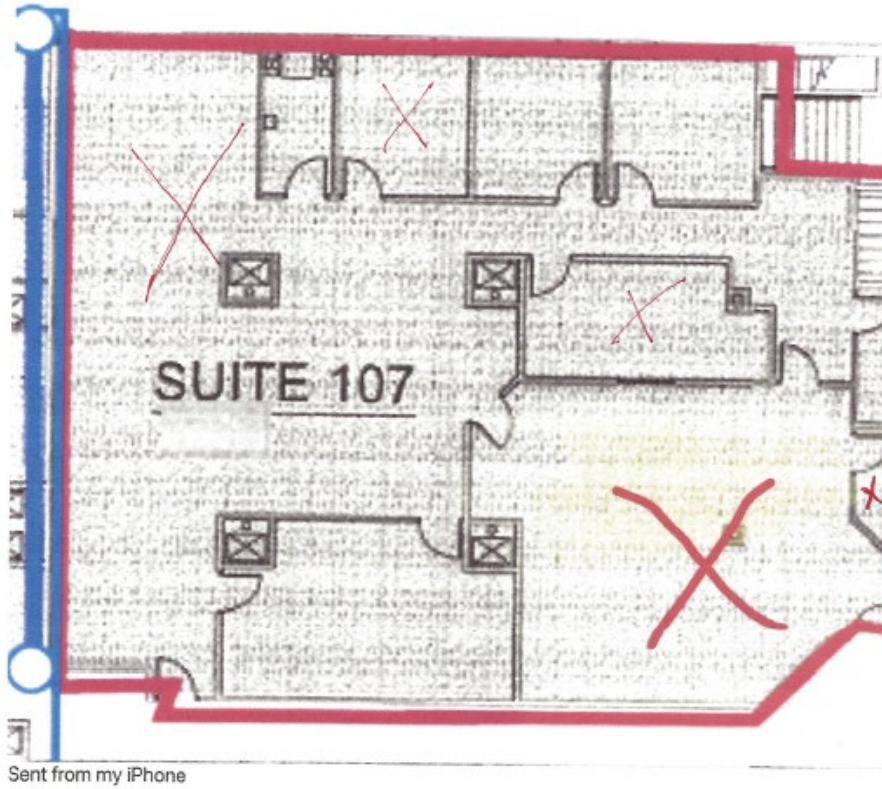


EXHIBIT B

Areas of carpet to be replaced in Suite 107:



Sent from my iPhone

Approximately 3,000 sf of carpet to be replaced by WCO before July 1, 2023. Tenant approved carpet selection prior to ordering. See carpet specs/photo below.

Living Product Challenge 2.0
 Mohawk Group
 Nylon Modular Carpet on Ecoflex NXT Backing

Product Location: Memphis, TN, USA

3/7	Plan	Petal Certified	Life Expectancy: 10-15 years
2/9	Water	17/20	End of Life Options: Recycled Content
0/5	Energy		Recycled Content: Minimum 20% Pre-Consumer
0/3	Health		Functional Units: Health & Resilience, Safety
0/4	Material		
0/2	Recycle		

Water Impact
 11.8 kg CO₂ eq
 Net Positive

Energy Impact
 4.43 kg oil eq

Waste Impact
 0.0287 kg H₂O
 Net Positive

Declare:
 Verified By: WAP Sustainability | MHKLP008

INTERNATIONAL LIVING PRODUCT CHALLENGE | www.livingproductchallenge.com

160 South Industrial Blvd. Calhoun, GA 30701 | 1-800-554-6637 | www.MohawkGroup.com

EXHIBIT C

BUILDING RULES AND REGULATIONS

1. The sidewalks, halls, passages, elevators and stairways, exits, entrances, and other common areas shall not be obstructed by the Tenant or used for any purpose other than for ingress to and egress from the Demised Premises. The halls, passages, exits, entrances, elevators, stairways, balconies and roof are not for the use of the general public, and the Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the sole judgment of the Landlord shall be prejudicial to the safety, character, reputation, and interests of the Building and its tenants. Landlord reserves the right to exclude or expel from the Building any person who in the judgment of Landlord is intoxicated or under the influence of liquor or drugs.

2. The sashes, sash doors, windows, glass lights and any lights or skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilet rooms, water and wash closets, and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage, or damage, resulting from a violation of this rule, shall be borne by the Tenant who, or whose employees, agents, contractors, or visitors, shall have caused it.

3. If the Landlord, by a notice in writing to the Tenant, shall object to any curtain, blind, shade or screen attached to, or hung in, or used in connection with, any window or door of the Demised Premises, such use of such curtain, blind, shade or screen shall be forthwith discontinued by the Tenant. No awnings shall be permitted on any part of the Demised Premises.

4. No safes or other objects heavier than the lift capacity of the elevators of the Building shall be brought into or installed in the Demised Premises. The Tenant shall not place a load upon any floor of the Demised Premises that exceed the load per square foot that such floor was designed to carry and which is allowed by law. The moving of safes shall occur only between such hours as may be designated by, and only upon previous notice, to the Building manager, and the persons employed to move safes in or out of the Building must be acceptable to the Landlord. No freight, furniture or bulky matter of any description shall be received into the Building or carried into the elevators except during hours and in a manner approved by the Landlord.

5. Tenant shall not permit smoking within the Demised Premises or Building. The Tenant shall not use, keep, or permit to be used or kept in the Demised Premises any foul or noxious gas or substance, or permit or suffer the Demised Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors, and/or vibrations, or permit or suffer the Demised Premises to be occupied or used in a manner that, in the sole judgment of the Landlord, diminishes or threatens to diminish the quality or reputation of the Building as a first class office structure or is not in keeping with the reputation, integrity or standards of the Landlord, or interferes in any way with other tenants or those having business therein. Nor shall any animals or birds (except as required for disabled persons) be kept in or about the Building.

6. The Tenant shall not use or keep in the Building any inflammables including kerosene, gasoline, naphtha and benzine, (except cleaning fluids in small quantities and when in containers approved by the Board of Underwriters), or explosives or any other articles of intrinsically dangerous nature, or use any method of heating other than that supplied by the Landlord. All electrical equipment used by Tenant shall be U. L. approved.

7. The Tenant shall not place or install any antennae, microwave satellite dishes, or aerials, or similar devices outside of or in the Demised Premises without Landlord's approval. If any Tenant desires radio signal, communication, alarm or other utility or service connection installed or changed, such work shall be done at the expense of Tenant, with the prior written approval and under the direction of Landlord. No wiring shall be installed in any part of the Building without Landlord's approval and direction. Landlord reserves the right to disconnect any radio, signal or alarm system when, in Landlord's opinion, such installation or apparatus interferes with the proper operation of the Building or systems within the Building.

8. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building on Saturdays, Sunday and legal holidays, and on other days, between the hours of 6:00 p.m. and 7:00 a.m. of the following day, and during such other hours as Landlord deems advisable for the adequate protection of the Building and the property of its tenants, provided access is given to Tenant in accordance with this Lease. If Tenant uses the Demised Premises when the Building is closed and locked, Tenant shall see that the doors of the Demised Premises are closed and securely locked before leaving the Building. Tenant must observe strict care that all water faucets or water apparatus have been entirely shut off before Tenant or its authorized representatives or invitees leave the Building, and that all electricity has been carefully shut off, so as to prevent waste or damage. In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the tenants or the Landlord and protection of property in the Building.

9. The Tenant assumes full responsibility for protecting its space from theft, robbery, assault and pilferage including keeping doors locked and windows and other means of entry to the Demised Premises closed.

10. The Tenant shall not alter any lock or install a new or additional lock or any bolt on any door of the Demised Premises without prior written consent of the Landlord. If the Landlord shall give its consent, the Tenant shall in each case furnish the Landlord with a key for any such lock. Duplicate keys for Tenant's Demised Premises and toilet rooms (if applicable) shall be procured only from Landlord, which may make a reasonable charge therefore. Upon the termination of a Tenant's lease, all keys of the Demised Premises and toilet rooms shall be delivered to the Landlord.

11. Canvassing, soliciting and peddling in the Building is prohibited and Tenants shall cooperate to prevent the same.

12. The Tenant shall not waste electricity, water, or air conditioning and agrees to cooperate fully with the Landlord to assure the most effective operation of the Building's heating and air conditioning, and shall not allow the adjustment (except by the Landlord's authorized Building personnel) of any controls other than room thermostats installed for the Tenant's use. The Tenant shall keep corridor doors closed and shall not open any windows except that if the air circulation shall not be in operation, windows which are operable may be opened with the Landlord's consent. Tenant shall use no other method of heating or cooling than that supplied by Landlord. The Landlord reserves the right to cut back the utility, heat, and air conditioning service to the space during non-business hours so as to conserve energy consumption in the Building, except as provided for in the Lease.

13. The Tenant shall not leave any refuse in the public hallways or other areas of Building (excepting Tenant's own Demised Premises) for disposal. The Tenant shall not throw cigar or cigarette butts or other substances or litter of any kind in or about the Building, except in receptacles placed in it for that purpose. Standard janitorial services are provided five days per week (Monday through Friday), except holidays. All special cleaning requests, for which there will be charges set by Landlord, should be made through the Building Property Manager. If there are boxes to be disposed of they must be flattened and stacked within the Leased Demised Premises, and clearly marked "trash". The disposal of any other trash that will not fit into the usual wastebaskets shall be coordinated through the Building Property Manager. Work papers,

boxes, maps, plans, and the like, should not be left on or near wastebaskets. The nightly janitorial service does not provide the washing of dishes, glasses, coffee pots, utensils or the cleaning of kitchens or wet bars in the Demised Premises. Tenant shall not hinder the work of the janitorial service after 5:30 p.m., and such work may be done any time when the Demised Premises are vacant. The windows, doors, and fixtures may be cleaned at any time.

14. Except as otherwise provided for in this Lease, no sign, advertisement, notice or other lettering or object shall be affixed or exhibited on any part of the outside of the Demised Premises, or on the inside thereof so as to be visible from the outside of the Building or visible from the corridors or vestibules adjoining the Demised Premises, without the prior written consent of the Landlord. Interior signs on doors shall be of a material, size, color, and style acceptable to the Landlord.

15. Landlord shall have the right to prohibit any advertising by Tenants, which, in Landlord's reasonable opinion, tends to impair the reputation of the Building or its desirability as a building or offices; upon written notice from the Landlord, Tenant shall refrain from or discontinue such advertising.

16. All decorating, carpentry work, or any labor required for the installation of Tenant's equipment, furnishings or other property shall be performed at Tenant's expense, subject to Landlord's prior written approval and, by Landlord's employees or at Landlord's option and consent by persons or contractors authorized in writing by Landlord. This shall apply to all work including but not limited to, installation of telephone or telegraph equipment, computer systems, electrical devices and attachments, and all installations affecting floors, walls, windows, doors, ceilings, equipment or any other physical feature of the Building. Tenant shall do none of this work without Landlord's prior written approval.

17. Except as permitted by Landlord, Tenants shall not mark upon, paint signs upon, cut, drill into, drive nails or screws into, or in any way deface the walls, ceilings, partitions, or floors of their Demised Premises or of the Building and the repair cost of any defacement, damage or injury caused by any Tenant, its agents or employees, shall be paid for by that Tenant. Tenant will be responsible for any damage to carpeting and flooring resulting from rust or corrosion of file cabinets, plant holders, roller chairs, metal objects, spilled beverages and stains. The Building janitorial service will only spot clean carpets. Complete carpet cleaning can be provided, at a cost to Tenant, by calling the Landlord.

18. Prior to removing carpet, wall coverings, window blinds, window draperies, equipment, or other items from the Building, the Tenant must submit a written list of such items and obtain approval thereof from the Landlord.

19. Additional services requested by the Tenant shall be attended to only upon application to the Landlord.

20. The Tenant shall not conduct any auction, fire, bankruptcy, going out of business, liquidating or similar sales in or about the Building.

21. For purposes of these Rules and Regulations, the work "Tenant" shall include the Tenant and the Tenant's employees, agents, contractors, and invitees.

22. If a Tenant employs laborers or others outside of the Building, such Tenant shall not have its employees paid in the Building, but shall arrange to pay their payrolls elsewhere. Tenants shall not advertise for laborers, giving an address at the Building.

23. Tenant shall cooperate fully with the life safety plans of the Building as established and administered by the Landlord. This includes participation by Tenant and employees of the Tenant in exit drills, fire inspections, life safety orientations and other programs relating to fire safety that may be promulgated by the Landlord.

24. The Landlord reserves the right, at any time, to rescind any one or more of these regulations, or to make such other and further reasonable rules and regulations as in Landlord's judgment may from time to time be necessary for the safety, care and cleanliness of the Building and Demised Premises, and for the preservation of order therein.