

**PIERPONT COMMUNITY & TECHNICAL COLLEGE
BOARD OF GOVERNORS SPECIAL MEETING
February 9, 2022
5:00 PM**

**National Aerospace Education Center (NAEC)
1050 East Benedum Industrial Drive, Room 103
Bridgeport, WV 26330**

MINUTES

Notice of Meeting and Attendance

A special meeting of the Pierpont Community & Technical College (Pierpont) Board of Governors was held on February 9, 2022, beginning at 5:00 PM. This meeting was held at the National Aerospace Education Center, Bridgeport, WV. The meeting was published on the West Virginia Secretary of State's Meetings Notice Webpage.

I. Call to Order – Open Session

1. *Opening Comment*

David Hinkle, Chair, called the meeting to order in open session at 5:08 PM.

Board members present:

Brian S. Bozarth, Thomas F. Cole, David L. Hinkle, Anthony Hinton, Lisa Q. Lang, Jeffery H. Powell, Anna Romano, and Jillian Sole

Board Members Absent:

Rick Pruitte, Larry J. Puccio, Jr. and Haley Thomas

Others Present:

Members of President's Cabinet, faculty, staff, and others

II. Committee of the Whole

1. Resolution for Approval to Execute Lease with Middletown Commons for the Culinary Program (*Dale Bradley, CFO/VP of Finance and Administration*) – **Action Item**

Chairman Hinkle called for a motion to approve the lease but not the budget for relocation. Thomas F. Cole offered a motion to approve the lease for the space of the Culinary program. Jeffery H. Powell seconded the motion. All agreed. Motion carried.

III. Executive Session – Closed Session

1. *Entering Executive Session – Closed Session*

Lisa Q. Lang moved that the Board go into Executive Session in accordance with WV Code §6-9A-4. Anthony Hinton seconded the motion. All agreed. Motion carried.

Items brought into Executive Session:

- a. Review and discuss institutional operations, functions, and structure (*David L. Hinkle, Chairman of the Board*)

2. *Exiting Executive Session – Back to Open Session*

Anthony Hinton moved to exit Executive Session and return to Open Session. Jillian Sole seconded the motion. All agreed. Motion carried.

IV. Committee of the Whole

1. Resolution for Approval of Capital Funding for the Purchase of Equipment; Information Technology Infrastructure; Furniture and Fixtures; and Relocation Costs to facilitate the relocation of the Culinary Program to the Middletown Commons. (*Dale Bradley, CFO/VP of Finance and Administration*) – **Action Item**

Anthony Hinton moved to approve \$400,000 to move forward with the purchase of equipment for the culinary program's relocation. Jeffery H. Powell seconded the motion. All agreed. Motion carried.

V. Adjournment

There being no further business, Jeffery H. Powell offered a motion to adjourn the meeting. Thomas F. Cole seconded the motion. All agreed. Motion carried.

Respectfully submitted by Amanda N. Hawkinberry

Pierpont Mission Statement: To provide accessible, responsive, comprehensive education that works.

Pierpont Vision Statement: Empowering individuals to transform their lives through education.

Pierpont Tagline: Education that Works.

**Pierpont Community and Technical College
Board of Governors
Meeting of February 9, 2022**

ITEM: Approval to execute the 5-Year Lease with Middletown Commons for the Culinary Program

COMMITTEE: Committee of the Whole

RECOMMENDED RESOLUTION: Be it resolved that the Board of Governors approves executing a 5-Year Lease of \$125,000 annually with the Middletown Commons for the relocation of Pierpont's Culinary Program.

STAFF MEMBER: Dale Bradley

BACKGROUND: In the November 16, 2021 the Board of Governors approved proceeding with executing a 5-Year Lease of approximately \$125,000 with the Middletown Commons for the relocation of Pierpont's Culinary Program.

The attached lease has been reviewed and approved by the WV Real Estate Division and reviewed and Approved as to Form by the WV Attorney General's Office. Also attached is the Request to Proceed with leasing the space approved by John McHugh, Executive Director, WV Real Estate Division and Ann Urling, Deputy Chief of Staff, Office of Governor Jim Justice.

It is estimated that it will require approximately \$455,000 in Capital Funds for equipment, information technology infrastructure, office furnishings and general relocation costs to facilitate establishing the Culinary Program in the proposed leased space. All equipment and furniture purchased will remain the property of Pierpont and can be removed at the conclusion of the lease.

It is estimated that the institution will incur additional annual operating cost of approximately \$173,000 for the Culinary Program to operate in the proposed lease space.

**Pierpont Community and Technical College
Board of Governors
Meeting of February 9, 2022**

ITEM:	Approval of Capital Funding for the purchase of equipment, information technology infrastructure, furniture and fixtures, and relocation costs to facilitate the relocation of the Culinary Program to the Middletown Commons.
COMMITTEE:	Committee of the Whole
RECOMMENDED RESOLUTION:	Resolved that the Pierpont Community & Technical College Board of Governors approve up to \$455,000 in Capital Funds for the purchase of equipment, information technology infrastructure, furniture and fixtures, and relocation costs to facilitate the relocation of the Culinary Program to the Middletown Commons.
STAFF MEMBER:	Dale Bradley
BACKGROUND:	<p>In the November 16, 2021 the Board of Governors approved proceeding with executing a 5-Year Lease of approximately \$125,000 with the Middletown Commons for the relocation of Pierpont's Culinary Program.</p> <p>It is estimated that it will require approximately \$455,000, see included Culinary Program Relocation Projected Costs below, in Capital Funds for equipment, information technology infrastructure, office furnishings and general relocation costs to facilitate establishing the Culinary Program in the proposed leased space. All equipment and furniture purchased will remain the property of Pierpont and can be removed at the conclusion of the lease.</p>

Culinary Program Relocation Projected Costs

Description	Amount/Commitments	
Information Technology & Security	\$	50,000
Kitchen Equipment	\$	350,000
FF&E Offices	\$	30,000
Relocation Costs	\$	25,000
Total	\$	455,000



500 Galliher Drive
Fairmont, WV 26554

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Pierpont Community & Technical College*

January 10, 2022

Ms. Ann Urling, Deputy Chief of Staff
Office of Governor Jim Justice
1900 Kanawha Blvd. East
Building 1, Room 146M
Charleston, West Virginia 25305

Mr. John McHugh, Executive Director
Real Estate Division
601 57th Street, S.E., Suite #3
Charleston, West Virginia 25304

Dear Ms. Urling and Mr. McHugh:

The following information is provided regarding Pierpont Community & Technical College's (PCTC) request to lease space in the Middletown Commons in Whitehall, WV for the relocation of our Culinary Arts Program.

On April 1, 2021, Pierpont Community & Technical College Board of Governors, and the Fairmont State University (FSU) Board of Governors, on the behalf of each institution, entered into a FINAL SEPARATION AGREEMENT (Attached) between the two institutions. Prior to this Final Separation Agreement, the two institutions shared in the ownership of all Education and General properties as was specified in the SEPARATION OF ASSETS AND LIABILITIES AGREEMENT effective July 1, 2009. The April 1, 2021 Final Separation Agreement establishes that certain shared properties would be transferred to PCTC solely and in exchange PCTC must vacate certain properties previously subject to shared ownership by June 30, 2021 and June 30, 2022, respectively, dependent on the academic program identified in the final separation. PCTC, prior to the final separation, had controlled and shared in the ownership of approximately 135,000 sq. ft. of space on various shared ownership campuses throughout North Central WV. After the final separation, PCTC's control and ownership is/will be approximately 48,000 sq. ft. compared to the previous 135,000 sq. ft.

Through this separation Pierpont relocated all activities from previously shared ownership properties by June 30, 2021, except for PCTC's Veterinary Technology, Culinary Arts, Early Childhood, and Aviation Maintenance Technician Programs which must be relocated by June 30, 2022. All activities that had to be relocated by June 30, 2021 have been relocated to PCTC's North

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Central Advanced Technology Center or the Gaston Caperton Center in Clarksburg, WV. The Gaston Caperton Center in Clarksburg, WV and the surrounding property became PCTC property effective June 30, 2021 as specified in the April 1, 2021 Final Separation Agreement.

In preparation for the relocation of programs that must vacate FSU facilities by June 30, 2022, PCTC is actively engaged in investigating possible properties that can accommodate the specialized space needs of the programs in question. One such property that PCTC has identified, that meets the needs to accommodate the Culinary Arts Program, is approximately 9,190 sq. ft. of space in the Middletown Commons in Whitehall, WV

The 9,190 sq. ft. of space (Drawing of Space Attached) PCTC is requesting approval to lease (Proposed Lease Attached) meets the current and future growth needs of the Culinary Arts Program and allows PCTC to meet the June 2022 deadline to vacate FSU facilities. The lease rate for the property is \$13.60 per sq. ft. for a total cost of \$124,983.96 annually for the next 5-years.

PCTC's Board of Governors approved moving forward with leasing the space in Middletown Commons in their Board meeting on December 3, 2021.

I hope this information and attachments are sufficient to justify your approval for PCTC's moving forward with leasing \$9,190 sq. ft. of space in the Middletown Commons in Whitehall, WV for the relocation of our Culinary Arts Program. As you can see PCTC needs to secure addition properties for our Early Childhood, and Aviation Maintenance Technician Programs to comply with the FINAL SEPARATION AGREEMENT and this is a critical step in PCTC's successful transition from FSU. Please contact me if you need any additional information.

Sincerely

Dale Bradley

Dale Bradley
Vice President for Finance and Administration

APPROVED

John R. 7/62 11/10/2022
Mr. John McHugh, Executive Director, WV Real Estate Division DATE

APPROVED

Ann Vincent Urling 11/20/2022
Ms. Ann Urling, Deputy Chief of Staff DATE

CONTRACT OF LEASE

THIS CONTRACT OF LEASE, made JANUARY 21, 2022, by and between GENERAL ACQUISITIONS LLC, a Limited Liability Company, hereinafter referred to as "Lessor," and the STATE OF WEST VIRGINIA, by the PIERPONT COMMUNITY AND TECHNICAL COLLEGE, hereinafter referred to as "Lessee" or "Tenant".

WHEREAS, pursuant to provisions of Chapter 5A, Article 10, Code of West Virginia, as amended, a Chief Executive Officer of the PIERPONT COMMUNITY AND TECHNICAL COLLEGE certifies that the space herein leased is necessary for the proper function of this department, and if the leasehold is not State property, that satisfactory space is not otherwise available in other buildings now owned by the State; and

NOW THEREFORE, THIS CONTRACT OF LEASE WITNESSETH:

That for and in consideration of the full and complete performance of the covenants, terms, and conditions hereinafter set forth, the Lessor hereby leases unto the Lessee the following described Premises:

Space consisting of approximately 9,190 square feet, more or less, located at 2600 Middletown Commons, Suite 155 in the Town of White Hall, Marion County, West Virginia (hereinafter referred to as the "Premises") and as depicted in the floor plan attached hereto and collectively referred to as Exhibit "A", if applicable, in the shopping center designated as Middletown Commons, or by such other name as Lessor may from time to time hereafter designate, (the "Property").

The parties hereto covenant and bind themselves as follows:

(1) USE

Tenant shall use the Premises for the operation of a culinary school and in compliance with all applicable federal, state and local laws, codes, rules and regulations ("Laws").

(2) TERM AND NOTICES

The term of this Contract of Lease, subject to the provisions hereof, shall commence on **June 1, 2022, and end at midnight on May 31, 2027**. This Contract of Lease shall be considered renewed for each ensuing fiscal year during the term of the Contract of Lease unless it is validly canceled by the Lessee before the end of the then current fiscal year.

Notices may be given by personal service upon the party(s) entitled to such notice, or by certified mail, duly stamped and directed to the last-known address of the party to be notified, and deposited in the post office. The proper mailing of such notice and not the receipt thereof shall constitute the giving of such notice by either party to the other. Notices shall be directed as follows:

To the Lessee

Pierpont Community and Technical College
500 Galliher Drive
Fairmont, WV 26554

To the Lessor

General Acquisitions LLC
6200 Mid-Atlantic Drive
Morgantown, WV 26508

(3) LESSOR'S WORK

(a) Preparation of Premises. On or before the Commencement Date Lessor, at its sole cost, shall construct, install and complete the work described on Exhibit "B", ("Lessor's Work"). Other than Lessor's Work, any work done by Lessor at Tenant's request shall be at Tenant's expense, and shall be paid for by Tenant in such manner as Lessor may reasonably require (including prepayment).

(b) Compliance with Laws. All of Lessor's Work shall be in compliance with State Fire Marshal Regulations, the Americans with Disabilities Act, and all other building codes and industry standards as required by local, State and Federal codes and the authority having jurisdiction.

(c) Delivery of Premises. In the event the date on which Lessor delivers the Premises to Tenant occurs after the Commencement Date, said delivery of the Premises under this Section shall have no effect on the definition of Commencement Date and shall not change the Term as specified under Section 2 above.

(4) TENANT'S WORK

Tenant, at its sole cost, shall have the right to complete the tenant improvements which are expressly identified in Exhibit "C", if applicable, attached hereto and made a part hereof by this reference, as being Tenant's responsibility, if any ("Tenant's Work"). Lessor hereby consents to Tenant performing Tenant's Work. Tenant, at Tenant's sole cost and expense, shall be responsible for acquiring all furniture, fixtures, equipment, and appliances, and performing such remaining work as is necessary to prepare the Premises to open and operate as a culinary school.

(5) RENT

(a) Base Rent. The Lessee covenants that the Tenant shall pay unto the Lessor as rent for the premises herein leased, the sum of **TEN THOUSAND, FOUR HUNDRED FIFTEEN DOLLARS AND THIRTY-THREE CENTS (\$10,415.33) PER MONTH (\$13.60 annual per square foot rate) for the period of June 1, 2022 through May 31, 2027**, payable upon receipt of invoice from Lessor to the Tenant and payable on the first day of every month for the preceding month during the term of this Contract of lease. Tenant shall also pay Lessor a prorated rent for any fractional or partial month if the Commencement Date falls on any other day than the first day of the calendar month as described in Section 2 above.

(b) Base Rent with Improvements.

INTENTIONALLY LEFT BLANK

(6) UTILITIES AND OTHER RELATED SERVICES

(a) Lessor. Lessor shall furnish and timely pay when due and payable, at no additional cost to the Lessee or Tenant, the following services to or for the benefit of the Premises:

- (i) Snow and ice removal from the parking areas, driveways, sidewalks and other Common Areas.
- (ii) To the extent not included in the janitorial service, garbage removal from the Property and Common Areas.
- (iii) Window washing services for the exterior windows of the building at least twice annually.
- (iv) Heating, ventilation and air conditioning ("HVAC") service sufficient to maintain a temperature range at all times in the Premises between 68° F and 76° F. Tenant, at its expense, and with the prior written consent of the Lessor, which consent shall not be unreasonably withheld, may install such supplemental air-conditioning units within the Premises as Tenant deems necessary, provided that such supplemental units do not interfere with or affect the HVAC system serving the Premises and building.

(b) Tenant. Tenant, at its expense, shall furnish and provide payment to the applicable company or vendor for the following utilities and services to or for the benefit of the Premises:

- (i) Electricity, gas, water and sewer service.
- (ii) Voice and Data.
- (iii) Janitorial service and supplies.
- (iv) Tenant shall have the right to install a key card access system or any other security system for the Premises, using such security services provider as Tenant may choose in its sole discretion. Tenant, at its sole discretion, can elect to remove said system at any time, provided that Tenant, at its sole expense, shall repair any damage resulting from such removal.

(c) Interruption. If any utilities or services are interrupted for reasons solely within Lessor's control and as a result, Tenant's use of the Premises is interrupted for ten (10) consecutive business days, Tenant's obligation to pay Rent shall equitably abate commencing upon the eleventh (11th) business day and continuing until such time as the interruption ceases. In the event Tenant's ingress to or egress from the Premises is interfered with such that Tenant is unable to conduct its business at the Premises for a period in excess of ten (10) consecutive business days, Tenant's Rent shall equitably abate commencing upon the eleventh (11th) business day and continuing until such time as the interference ceases.

(7) MAINTENANCE

(a) Lessor. Lessor shall maintain and promptly make all necessary repairs and replacements to the Premises, building, and Common Areas, including without limitation, the foundation, structure, exterior walls, exterior windows, exterior doors, roof, ceilings, gutters, downspouts, plumbing, paint, carpet, electrical, light fixtures and bulbs, the building's HVAC and associated filters and other building systems, parking areas, driveways, sidewalks and landscaping.

(b) Tenant. Tenant, at its sole expense, shall maintain its personal property, equipment, and trade fixtures within the interior of the Premises.

(c) Compliance with Laws. Lessor represents and warrants to Tenant, that to the best of Lessor's knowledge, throughout the Term of this Lease, the Premises, building and Common Areas are and shall remain in compliance with all applicable Laws, including, but not limited to, the Americans with Disabilities Act of 1990. Tenant shall use and maintain the Premises in compliance with all applicable Laws during the Term hereof, excluding those items that are the responsibility of Lessor hereunder.

(8) DEFAULT

(a) Tenant's Default. In the event Lessee or Tenant defaults in any of the covenants contained herein, the Lessor shall notify the Lessee, in writing, of such default and if such default is not corrected within five (5) days after Lessee's receipt of written notice, the Lessor may terminate the Lease and retake possession of the Premises, and pursue any and all remedies permitted by law or equity.

(b) Lessor Default. If Lessor fails to perform any of its obligations under this Lease, and said failure shall continue for a period of twenty (20) days after receipt of written notice of default from Lessee (provided such default can be cured within twenty (20) days and if not, then within a reasonable time thereafter, provided Lessor commenced such cure within twenty (20) days and thereafter diligently pursues such cure to completion), Tenant shall have the right to take such remedial action or complete such maintenance or repairs as may be necessary to place the Premises in good, safe and sanitary condition.

(c) General. In all instances of default, the non-defaulting party shall use reasonable efforts to mitigate its damages. If a Lessor promises to rectify a condition, a Tenant may remain in possession in reliance on such promise without waiving its rights to later bring an action for constructive eviction. In addition,

if a Tenant remains in possession and a minor condition recurs and grows continually worse over time, a Tenant retains its right to a constructive eviction claim. Paying rent while the Tenant is in possession is not a waiver of any such claim. All rights and remedies of Lessor, Lessee, and Tenant enumerated herein shall be cumulative and shall not be construed to exclude any other rights or remedies available under this Lease, at law or in equity. No waiver of any right or remedy by a party on one occasion shall constitute a waiver of the same right or remedy on future occasions. In the event of an emergency, the cure periods set forth in Sections 8(a) and 8(b) shall be shortened to a period of time reasonable under the circumstances. An emergency situation is a condition which threatens the Premises or building with the probability of imminent substantial damage or destruction or which creates an imminent risk of personal injury.

(9) EQUIPMENT AND TRADE FIXTURES

Tenant, at its sole expense, shall be entitled to install such equipment and trade fixtures in the Premises as it deems necessary or appropriate for the conduct of its business. Such equipment and trade fixtures shall remain the personal property of Tenant and may be removed by Tenant on or before the expiration or termination of this Lease, provided that Tenant, at its sole expense, shall immediately repair any damage resulting from such removal. Tenant, upon prior notice to Lessor, shall be entitled to make such alterations and improvements to the Premises as Tenant deems necessary or advisable for its business so long as such alterations and improvements are nonstructural in nature, do not affect the building systems, do not affect the exterior of the building or any Common Areas, and are made in compliance with all applicable Laws. Lessor shall not charge any supervisory fees in connection with any such alterations and improvements by Tenant. Tenant shall not permit any mechanic's liens to be filed in connection with such work. Within thirty (30) days after Tenant receives written notice of the filing of any such mechanic's lien, Tenant shall cause such lien to be released or discharged. Tenant shall not be required to remove any equipment or trade fixtures by or for Tenant in compliance with the terms of this lease. In the event that the Tenant desires to remove any said equipment or trade fixtures, Tenant shall, at its sole expense, on or before the expiration or termination of this Lease, immediately repair any damage resulting from such removal.

This paragraph shall apply to Tenant's key card access system or any security system for the Premises as set forth in Section 6(b)(iv).

(10) INSURANCE

Throughout the Term, Lessor shall maintain and timely provide payment for, at its sole cost and expense, commercial general liability insurance with coverage limits of at least \$1,000,000.00 for liability resulting from injury or death, and from damage to property, occurring in or about the Common Areas. In addition, Lessor shall keep the Premises, building and Common Areas insured against fire, windstorm, and other casualty, under an all risk policy of insurance, written in standard form, in the full replacement value thereof.

(11) TAXES AND ASSESSMENTS

The Lessor shall timely pay for all real estate taxes, other taxes and assessments levied on the subject Premises, the building, or the Common Areas, or the underlying real property during the term of this lease.

(12) TRANSFER OR ASSIGNMENT OF LEASE

The Lessee agrees not to transfer or assign this lease, or sublet the subject premises without the written consent of the Lessor except, however, the Lessee may, at its option, reassign this lease and the space leased herein to another State agency other than the tenant named herein, with all other terms and conditions remaining the same throughout the remainder of the term of the lease.

(13) DAMAGE TO PREMISES BY FIRE, ETC.

It is agreed by and between the parties hereto that in the event the premises are destroyed or damaged by fire, natural elements, or other cause to such an extent that continued occupancy by the Tenant

would be impractical, the Lessee shall give immediate notice thereof to the Lessor, in writing, and this lease shall terminate. If only a part of the premises shall be rendered untenable, leaving the remainder suitable for occupancy, the rental shall be proportionately abated until the premises have been repaired. The Lessor shall have thirty (30) days from receipt of such notice to decide whether or not to repair the premises. Any repairs undertaken must be completed within a reasonable length of time after Lessor's decision. Should Lessor decide not to repair the premises, this lease shall terminate, and Lessee shall deliver possession of the premises to the Lessor and thereupon be relieved of any and all liability hereunder or concerning the premises except for any unpaid rent through the final day of occupancy.

(14) PROVISIONS FOR IMMEDIATE TERMINATION

It is further agreed by and between the parties hereto that this lease shall be considered canceled, without further obligation on the part of the Lessee, if the State Legislature or the Federal Government should subsequently fail to appropriate sufficient funds therefore, or should otherwise act to impair this lease or cause it to be canceled [see West Virginia Code § (5A-10-5(c)(2)], or in the event it shall become unlawful to maintain a State facility on leased premises. In any event aforementioned, the Lessee may immediately redeliver possession of the premises to the Lessor and thereupon be relieved from any and all obligations hereunder or concerning the premises except for rent accruing prior to such date of redelivery.

(15) CANCELLATION OF LEASE

It is further agreed by and between the parties hereto that Pierpont Community and Technical College as Lessee, shall have the right to cancel this lease, without further obligation on the part of the Lessee, upon giving thirty (30) days' written notice to the Lessor, such notice being given at least thirty days prior to the last day of the succeeding month [see West Virginia Code §5A-10-5(c)(1)].

(16) ACCESS TO PREMISES

Upon reasonable prior notice to Tenant, Lessor and its representatives shall have the right to enter the Premises at all reasonable times during regular business hours to inspect the same, to maintain and repair the Premises and the building, to post such reasonable notices as Lessor may desire to protect its rights, and during the one hundred eighty (180) days immediately preceding the expiration of the Term (provided Lessee has not exercised any available renewal options), to exhibit the Premises to prospective tenants, and to place upon the doors or in the windows of the Premises ordinary "for rent" or "for lease" signs. Notwithstanding the foregoing, Lessor shall have the right to enter the Premises at any time in response to an emergency situation. An emergency situation is a condition which threatens the Premises or building with the probability of imminent substantial damage or destruction or which creates an imminent risk of personal injury.

(17) STRUCTURAL OR OTHER CHANGES TO PREMISES

In the event the Tenant requires structural or other changes in said premises to improve the use and efficiency of same, and if said changes are approved by the Department of Administration, Real Estate Division and if said changes are completed by Lessor at its cost and expense, the Lessee agrees to reappraise and renegotiate this lease to arrive at a fair rental value, if warranted.

(18) SUBORDINATION AND NONDISTURBANCE

(a) Subordination and Nondisturbance. Upon notice to the Lessee, Lessor shall have the right to place upon the building and underlying real property any mortgages which Lessor or its lender(s) deem advisable. Such mortgages shall have priority over this Lease and Lessee's and Tenant's rights hereunder. At Lessor's request, Lessee shall execute any and all instruments, the form of which must conform to the State of West Virginia's Constitution and laws, necessary to subordinate this Lease to any such mortgages, provided that each such mortgagee executes a non-disturbance agreement which provides that so long as Tenant is not in default of this Lease, Lessee's and Tenant's right to possession of the Premises and other rights under this Lease, including, without limitation, any options to renew, rights of first refusal, and right to terminate, shall not be affected or disturbed by the mortgagee in the exercise of any of its rights or remedies against Lessor,

nor shall Lessee or Tenant be named as a party defendant to any foreclosure of the lien or mortgage. Furthermore, Lessee shall, within thirty (30) days after receipt of a request therefore, execute and deliver to Lessor an estoppel certificate setting forth the name of both Lessee and Tenant, the date of this Lease, a description of the Premises and the Rent payable therefore, certifying that this Lease is in full force and effect, and certifying that Lessor is not in default of this Lease or specifically enumerating any outstanding events of default by Lessor.

(b) Attornment. In the event that Lessor's mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in its mortgage, Lessee agrees to attorn to such transferee as its new Lessor via an agreement in conformance with the State of West Virginia's Constitution and laws, and this Lease shall continue in full force and effect as a direct lease between Lessee and such transferee, upon all of the terms and conditions contained herein.

(19) SUITABILITY OF PREMISES

(a) Lessor warrants the premises to be suitable for use as a State facility and for the conduct of Tenant's business.

(b) Fire and Health Hazards. The Lessor will remove and correct any fire or health hazards not caused by the neglect or acts of the Tenant, its agents, employees or servants which any public authority may order corrected or removed during the Term of this lease.

(c) Environmental. Lessor represents and warrants to Lessee and Tenant that, to the best of Lessor's knowledge, there are no hazardous or unsafe substances in, on or under the Premises, building or Common Areas or the underlying real property, and agrees to indemnify, defend and hold harmless Lessee and Tenant, its affiliates, and their respective officers, agents and employees, against any and all claims, damages, costs, liabilities and expenses, including attorneys' fees, resulting from a breach of Lessor's representations and warranties or from the presence of any hazardous or unsafe substances in, on or under the Premises, building, Common Areas or the underlying real property, as of the Commencement Date.

(20) PARKING

At no additional cost, Tenant shall be entitled to the use of the unreserved parking spaces in the adjacent parking lot as depicted in the attached Exhibit "D", if applicable, for its agents, employees, invitees and customers. Tenant shall be entitled to park its vehicles overnight.

(21) ROOFTOP ACCESS

At any time during the Term of the Lease, Tenant shall have the right to install, on the roof of the building above the Premises, a non-penetrating roof mounted satellite communications dish and such other telecommunications equipment and related cabling as Tenant deems advisable in the operation of its business at the Premises. If Tenant installs such equipment, Tenant shall do so at its own expense, in accordance with applicable Laws, and in a manner that will not interfere with any existing rooftop equipment of Lessor or other tenants. Prior to installation, Tenant shall provide Lessor with plans and specifications detailing the size, weight, method of installation, location of cables, etc. All rooftop equipment shall be installed in a location reasonably designated by Lessor. Tenant, at its expenses, shall be responsible for the maintenance and repair of such equipment. Upon the expiration or other termination of this Lease, all rooftop equipment shall remain the property of Tenant and shall be removed by Tenant. Tenant shall be responsible for, and shall repair at its sole expense, all damage caused by the installation, maintenance and removal of such equipment.

(22) OPTION TO RENEW

So long as Tenant is not in Default (as such term is defined below) of this Lease and no set of facts or circumstances exist which, but for the provision of notice, right to cure and passage of time, would constitute a Default, Tenant may extend the Term of this Lease for one (1) Renewal Option of five (5) years (the "Renewal Term"). In the event Lessee desires to exercise the Renewal Option, it shall so notify Lessor no

later than one hundred eighty (180) days prior to the beginning of the Renewal Term, and upon the giving of such notice, the Lessee shall prepare an addendum to renew for said term and shall be executed by all parties. During such Renewal Term (June 1, 2027 through May 31, 2032), Tenant shall pay unto the Lessor as rent for the Premises herein leased the sum of **TWELVE THOUSAND, THREE HUNDRED TWENTY-NINE DOLLARS AND NINETY-TWO CENTS (\$12,329.92) PER MONTH (\$16.10 annual per square foot rate) for the period of June 1, 2027 through May 31, 2032**, payable upon receipt of invoice from Lessor to the Tenant and payable on the first day of every month for the preceding month during the term of this Contract of lease. Tenant shall also pay Lessor a prorated rent for any fractional or partial month if the Commencement Date falls on any other day than the first day of the calendar month as described in Section 2 above. Lessor to paint interior and replace flooring at no additional cost to Tenant during the Renewal Term.

(23) MISCELLANEOUS

(a) Holding Over. If Tenant shall hold possession of the Premises after the expiration or termination of this Lease, at Lessor's option (i) Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month at the same rate in effect during the last Lease year immediately preceding such holdover and otherwise subject to all of the terms and conditions of this Lease, or (ii) Lessor may exercise any other remedies it has under this Lease or at a law or in equity including an action for wrongfully holding over. No payment by Tenant, or receipt by Lessor, of a lesser amount than the correct rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any check for payment of rent or any other amounts owed to Lessor be deemed to effect or evidence an accord and satisfaction, and Lessor may accept such check or payments without prejudice to Lessor's rights to recover the balance of the rent or other amount owed or to pursue any other remedy provided in this Lease.

(b) Quiet Enjoyment. The Lessor covenants that at the Effective Date of this Lease, Lessor was seized of said Premises as the sole owner(s) thereof, in fee simple, free of all liens, encumbrances and any outstanding interests whatsoever and that upon payment of the rentals as herein set forth, Lessor will warrant and defend the title of Lessee against any and all claims whatsoever, not arising hereunder, during the term of this Lease; that the Tenant shall, at all times during the term of this Lease, peaceably and quietly have, hold, and enjoy the Premises.

(c) Rules and Regulations. Lessor shall have the right to prescribe reasonable nondiscriminatory rules and regulations pertaining to the orderly use, entry, care, cleanliness, operation, and management of the Premises, building, and Common Areas and for the preservation of any property therein and the comfort, quiet and convenience of other occupants in the building or using the Common Areas. Tenant agrees to comply with such rules and regulations, as set forth in Exhibit "E" attached hereto, if applicable, and incorporated herein by this reference; provided, however, that such rules and regulations shall not contradict or abrogate any right or privilege herein granted to Tenant.

(d) Force Majeure. If either party shall be delayed in the performance of any act required hereunder by reason of strikes, lockouts, inability to procure labor or materials, riots, insurrections, wars, catastrophic events or other reasons beyond the reasonable control of such party, then performance of such act shall be extended for a period equivalent to the period of such delay.

(e) Authority. Lessor hereby represents and warrants that it owns the building and underlying real property in fee simple. Each party represents and warrants that it is fully authorized to execute this Lease without obtaining the consent of any third party.

(f) Confidentiality. The Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements is adopted by reference during the term of this lease.

(g) Modification. This Lease shall not be amended or modified in any respect except by a writing which is duly executed by all parties.

(h) Construction. The language used in this Lease was mutually negotiated by the parties and shall not be construed for or against either party. The headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way defining, limiting, modifying or amplifying the provisions hereof. Time is of the essence of this Lease and of every term, covenant, and condition hereof.

(i) Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises in substantially the same condition as existed at the Commencement Date, or the Rent Commencement Date if a delay in delivery of the Premises, ordinary wear and tear and damage by casualty excepted. Tenant shall not be required to remove any equipment, trade fixtures, alterations and/or improvements installed by or for Tenant in compliance with the terms of this Lease.

(j) Severability. If any provision of this Lease is rendered void or invalid by the decision of any court or by the enactment of any Law, such provision will be deemed to have never been included herein and the remainder of the Lease shall continue in full force and effect.

(k) Entire Agreement. This Lease constitutes the entire understanding between the parties. Any representation, obligation, term or condition not contained herein is not binding on the parties.

(l) Multiple Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original and which taken together, shall constitute one and the same Lease.

(24) SIGNAGE

No later than thirty (30) days after opening, Tenant shall install and shall maintain in good working order (full illumination) one (1) sign affixed to the front of the Demised Premises, subject to the prior written approval of Landlord, and conforming to all applicable legal and insurance requirements. No additional signs, banners or artwork, which can be seen from the exterior of the Premises, shall be installed or displayed in, on or about the Premises without the prior written consent of Lessor. Any interior signs must be tasteful and shall be prepared in a professional manner (not hand-letter). Any sign or display visible from the exterior of the Premises which does not meet the above criteria may be removed at any time by Lessor without incurring any liability therefor. For the avoidance of doubt, and notwithstanding any provision contained herein to the contrary, Tenant's signage must comply with the standards and guidelines set forth on Exhibit F attached hereto and incorporated herein by this reference.

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IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed to this contract of lease.

GENERAL ACQUISITIONS LLC, LESSOR

By _____
Richard Biafora, Manager

STATE OF _____,

COUNTY OF _____, TO-WIT:

Before me, a notary public in and for the said County and State, personally appeared the above-named, **Richard Biafora**, who as **Manager**, for and on behalf of **GENERAL ACQUISITIONS LLC**, a **Limited Liability Company**, and he/she acknowledged the signing of the foregoing lease as a voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand this _____ day of _____ 20____.

My commission will expire _____.

[SEAL]

NOTARY PUBLIC

PIERPONT COMMUNITY AND TECHNICAL COLLEGE,
LESSEE

By _____
Dr. Anthony Hancock, Interim President

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO WIT:

Before me, a notary public in and for said County and State, personally appeared the above-named, **Dr. Anthony Hancock, Interim President, PIERPONT COMMUNITY AND TECHNICAL COLLEGE**, an agency of the State of West Virginia, and he acknowledged the signing of the foregoing lease as a voluntary act and deed for and as the act and deed of said **PIERPONT COMMUNITY AND TECHNICAL COLLEGE**, for the uses and purposes therein mentioned.

Given under my hand this _____ day of _____, 20____.

My commission will expire _____.

[SEAL]

NOTARY PUBLIC

Approved as to form this ____ day of _____, 20____. Patrick Morrissey, Attorney General

By _____,
LEASE CONTRACTS\PCTC_MC_1

Approved as to form prior to acknowledgment thereof

this 24th day of Jan, 2022.

Patrick Morrissey, Attorney General

By: John S. Gray

Architectural floor plan of the first floor of a building. The plan shows a large central area with various rooms, corridors, and service areas. Key features include a large central hall, several smaller rooms, a kitchen area, a lounge, a reception area, and a parking area. The plan is labeled with room numbers and dimensions. The layout is symmetrical, with a central corridor running through the middle. The plan is oriented with North at the top.

EXHIBIT "B"
LESSOR'S WORK

Provided by Landlord:

- Metal stud and 5/8" drywall construction throughout
- Full sprinkled
- Solid core, stained wood doors with commercial grade hardware. All mechanical locks with keypad/electric lock for delivery at rear entry
- Hollow metal door frames and window frames
- 2x2 acoustical ceiling throughout with kitchen grade cleanable ceiling tiles in culinary labs, cold lab, cooler/freezer, dishwasher rooms
- Carpet with rubber base in offices
- Vinyl plank flooring with rubber base in all other classroom/rooms/office corridor
- Epoxy flooring (dura-flex) with integral base at labs, dish room, laundry, storage areas and lab corridor
- Full height FRP paneling on all walls in Labs
- Stainless steel wall covering as indicated at hood locations
- Mop/janitors sinks; utility, labs (x2), laundry
- Washer/dryer hook-ups as drawn
- Floor drains as drawn
- Ceiling mounted drop down power at all student work stations
- Power requirements to be coordinated with tenant (equipment list included)
- 208V 3-phase power required for E4, E54
- 220V 3-phase power required for E56, E57
- 240V power required at E53 (x2)
- Hand wash sinks, prep sinks and triple bowls as drawn
- All prep sinks require disposal hookup
- Installation of kitchen equipment (equipment by tenant)
- Custom grade cabinetry in break area, copy room, lab. Laminate cabinets with laminate countertops (upper and lower cabinets). Stainless Steel countertops at labs
- Building standard and code compliant lighting (2x2 direct/indirect fixtures)
- Dedicated mechanical system
- Dedicated cooling for IT room
- Two cameras above demo station in Baking Kitchen

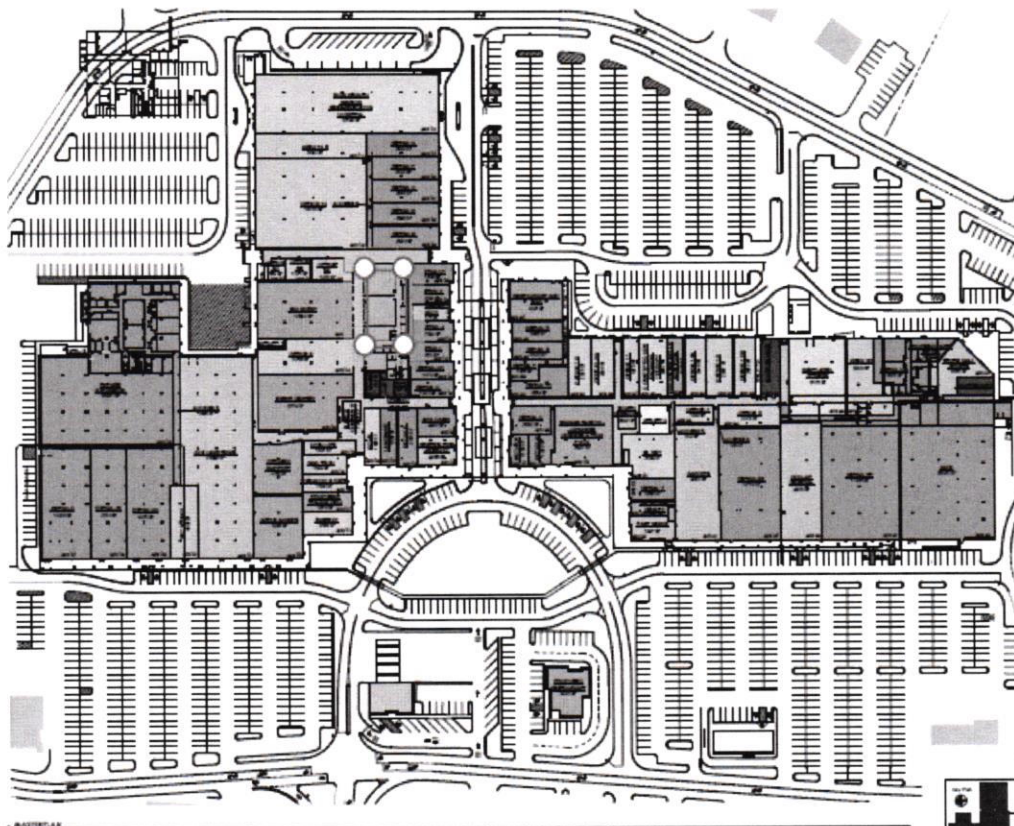
EXHIBIT "C"
TENANT'S WORK

Tenant may contract with a furniture provider for the installation of modular furniture and employ the services of the Governor's Office of Technology or other qualified company for the installation of all voice/data cabling in the Premises.

Provided by Tenant:

- Kitchen equipment (including hoods)
- Lockers
- Reception desk
- Benches in changing
- Storage shelving
- Walk-in coolers/freezers

EXHIBIT "D"
PARKING



MIDDLETOWN COMMONS
MASTER PLAN
SDO

EXHIBIT "E"
RULES & REGULATIONS

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EXHIBIT "F"
SIGNAGE STANDARDS AND GUIDELINES

All signs installed by Tenant shall be lighted and meet the following:

1. The design of the Tenant's signs must be submitted to and approved by Lessor before installation and must be consistent with other existing signage, both in size, quality and appearance, within the Property of which Demised Premises is a part.

2. The entire shopfront is the sign field. Signs are to be reviewed on the basis of how well they are integrated with the architectural storefront elements into an attractive composition.

3. All illuminated storefront signs shall be located within the limits of the storefront. The preferred method is for the sign to be centered on the Tenant's sign band area, typical for all tenants. Typically, signage may be as long as up to 67% of the storefront width with a maximum width of 30'0".

4. The advertising or informative content of all signs shall be limited to letters designating the store name and/or type of store (which such designation of the store type shall be by general descriptive terms and shall not include any specification of the merchandise offered for sale therein or the services rendered therein) and shall contain no advertising devices, slogans, symbols or marks (other than the store name and/or type of store, as aforesaid, and other than crests and corporate shields which may be permitted in Lessor's sole discretion if less than 32" in width and height per Section 7 below).

5. The letters on all signs shall be script or individual block type. No box signs will be permitted. The size of the letters shall be in proportion to the size of the sign as determined in accordance with the provisions of this Exhibit and the letters shall be internally illuminated with translucent face, the lamps therefore being contained wholly within the depth structure of the letters.

6. The character, design, color and layout of all signs shall be subject to Lessor's prior approval, which shall not be unreasonably withheld to the extent the sign in question complies with the criteria set forth in this Exhibit.

7. All signs shall be in accordance with the following requirements:

(a) For signs on the neutral band area, the sign and any part or parts thereof, except as otherwise provided in Section 7(b) and 7(d) below, shall be located within the physical limits of the storefront of the leased premises of the occupant.

(b) No sign or any part or parts thereof shall project beyond the vertical neutral strip of the storefront or, if there are no neutral strips, more than 6" beyond the storefront, subject, however, to Section 7(d).

(c) Neon shop window signs may divide the total square footage of sign area equally, providing signs no lower than 6'0" A.F.F. and no higher than 8'0" A.F.F. behind the storefront glazing. No shop window "signature signs" will be allowed with this signing option.

(d) The size of all signs except anchor store's signs shall be limited. The scale and concept of the center requires the use of signs which are not larger than necessary to be legible. Each party's signs shall be located within the limits of its respective storefront and shall not project more than six inches (6") beyond the storefront and, subject to Lessor's right to approve in Lessor's sole discretion shall conform to the following proportional height criteria: 18" capitals, 12" body.

(e) In addition to complying with the above criteria, signs in the center shall be limited in length to 67% of each frontage.

(f) No sign shall exceed a maximum brightness of 100-foot lamberts.

(g) All signs shall be fabricated and installed in compliance with all applicable building and electrical codes and shall bear a U.L. label.

(h) Painted or printed signs on the exterior surface of any building shall be prohibited except small scale relative to store name and stating store hours which are neatly lettered on the glass of the storefront, but subject to Lessor's approval. In addition, any non-customer door for receiving merchandise may have, in two-inch (2") block letters, the name of the Store or Tenant.

8. The fabrication, installation and operation of all signs shall be subject to the following restrictions:

(a) Fluorescent and/or incandescent tubing or lamps, ballast boxes and/or electrical transformers, crossovers, conduit and/or sign cabinets shall not be permitted, nor shall translucent sides of sign letters be permitted.

(b) No flashing, moving, flickering and/or blinking illumination, animation, emission of audible sound, moving lights and/or floodlight illumination shall be permitted.

(c) The name and/or stamp of the sign contractor or Sign Company of both shall not be exposed to view.

(d) All neon signage and decorative display must be recessed, covered or fronted by protective Plexiglas.

9. The following type signs are prohibited:

(a) Paper signs and/or stickers utilized as signs.

(b) Signs of a temporary character or purpose, irrespective of the composition of the sign or material used therefor.

(c) Except as set forth above, painted or printed signs, except, however, one (1) non-illuminated, small-scale "signature sign" which is lettered on the glass portion of a storefront of an occupant and/or affixed to such storefront surface, provided such sign does not project more than two inches (2") from the storefront surface.

(d) Outrigger signs.

(e) Moving signs.

(f) Pylon signs.

(g) Rooftop signs.

(h) Signs mounted on the exterior walls of the building.

10. All signs and their installation shall comply with all applicable state and local building and electrical codes and ordinances. Electrical signs shall bear the U.L. label. All signs must be positioned on a raceway when installed.

11. Tenant identification and/or logos, crests or ornamentation may occur on the glass of the storefront if applied or painted onto the inside surface of the glass in gold or silver leaf, or other suitable color.

12. Stores with more than one orientation may install an additional sign, if appropriate, of equal size and proportion in accordance with the percentage of storefront width per orientation. Subject to prior Lessor's review and approval.

13. All signs are to be provided and installed by Tenant at Tenant's expense.

14. The Tenant is responsible for compliance with all local sign codes.

15. Notwithstanding anything contained herein to the contrary, Lessor reserves the right to deviate from any one or more of the sign standards and guidelines set forth in this Exhibit.

Culinary Program Relocation Projected Costs

Description	Amount/Commitments
Information Technology & Security	\$ 50,000
Kitchen Equipment	\$ 350,000
FF&E Offices	\$ 30,000
Relocation Costs	\$ 25,000
Total	<u>\$ 455,000</u>

Pierpont Community & Technical College
Culinary Program Estimated Operating Costs FY 23

Estimated Additional Operational Costs

<u>Operating Cost</u>	<u>Amount</u>
Lease	125,000.00
Custodial Services	19,000.00
Utility Costs	25,000.00
Telecommunications	1,500.00
Supplies	<u>2,500.00</u>
Total Estimated Additional Operational Costs	<u>173,000.00</u>