LEASE AGREEMENT FOR BOXELDER BUSINESS CENTER CONDOMINIUM

This agreement is entered into on this date by and between BOXELDER BUSINESS CENTER, LLC, a Wyoming limited liability company, ("Lessor") and Campbell County School District No. 1, a division of the State of Wyoming ("Lessee") and shall provide as follows:

1. UNIT. The Lessor does hereby lease, demise and let unto Lessee Unit A in the Boxelder Business Center measuring approximately 1750 square feet as defined on Exhibit A, the same being a condominium development at 405 West Boxelder Road, Gillette, Wyoming, pursuant to a Declaration of Condominium and Restrictions ("Condominium Documents") dated August 29, 1996 and recorded at Book 1397, Page 149 in the official records of the Campbell County Clerk, Gillette, Wyoming.
2. TITLE AND RIGHTS APPURTENANT TO UNIT. The Lessor covenants that it is the owner of the Unit and has full right to make this lease and the Lessee, so long as it shall pay the rental hereunder and perform the covenants named herein and comply with all condominium documents as referred to above, shall and may at all times during the term of this lease peacefully and quietly have and enjoy the Unit. During the term of this lease, the Lessee shall be obligated to comply with all rules and regulations applicable to the condominium and the association.
3. TERM. The term of this lease shall be for a period of 34.5 months commencing on 8/15/24 and terminating at 11:59 PM on 6/30/27. Lessee shall have the option in its sole discretion to terminate the Lease early at any time with 60 days prior notification without penalty.
4. RENTAL AND ASSESSMENTS. During the term of this lease, the Lessee shall be liable for monthly rent in the amount of $2,050 per month, which includes all utilities described in paragraph 7. The monthly rent shall remain the same for the first 12 months of the Lease. On July 1st of each year of this Lease, rent will increase by two percent (2%). Monthly installments shall be payable in advance of the first day of each month during the term of this lease

and shall be paid directly to the credit of the Lessor at 405 W. Boxelder, Suite A-4, Gillette, WY 82718. Lease payments received after the 10th of the month will be deemed late and subject to a $100 late fee.

5. USE. The Lessee shall have the right to continue to utilize and operate the Unit as a teaching unit. The Lessee shall not have the right to materially change or alter the type of business or name of said business to be conducted on said Unit without first obtaining the written consent of the Lessor.

6. The Lessee covenants that it will not use nor permit the use of any portion of the Unit for any illegal or unlawful use, and that it shall keep the Unit in good and proper order and repair. The Lessee covenants that at the expiration of this lease it shall surrender the Lessor the Unit in as good an order and condition as the Unit is upon the date of this lease, ordinary wear and depreciation excepted.

7. UTILITIES. The Lessee promises and agrees to pay for all utilities which are not included in the rent. Rent includes utilities for gas, water, electricity, and sewage. The Lessor shall or shall use its best efforts to cause the Condominium Association to maintain in good condition and repair all gas, water, electricity, telephone and sewage lines and facilities to the Unit owned and maintained by it.

8. REPAIRS AND MAINTENANCE OF UNIT AND COMMON AREA. The Lessee shall be responsible for and shall have the full obligation to maintain the Unit in good repair, including without limitation, the interior walls, interior ceiling, all fixtures, appliances and equipment, all windows, doors, ceilings, floors and fixtures. The Lessor shall be responsible for and shall pay the Unit's proportionate share of the expenses for maintaining the general common areas as well as any limited common areas in good repair and order including the prorated cost of casualty loss insurance applicable to the Unit. The Lessee shall not have the right to make alterations, improvements, or additions to the Unit without first obtaining written consent of the Lessor. Maintenance and repair of mechanical systems, including electrical, heating, light fixtures, plumbing, roof, foundation and air conditioning shall be the Lessor's responsibility, except light bulbs.

9. DAMAGE AND INSURANCE. The Lessee shall be responsible for any damage to the Unit, fixtures and equipment caused by the fault of negligence of the Lessee, its agents, employees, customers, servants and/or invitees, including without limitation, the cleaning, maintenance, repair and replacements, as appears necessary, of all glass on the Unit. The Lessee shall also be obligated to pay for any painting, decoration, or redecorating which it may desire to the interior of the Unit.

The Lessee shall be responsible for and shall pay the prorated cost of fire and other casualty loss insurance applicable to the Unit. The Lessee shall be responsible for insuring the contents of the Unit and the Lessee shall maintain a general business comprehensive liability insurance coverage on the Unit and the Lessee's operations thereon in an amount no less than $500,000 and the Lessor shall be a named insured on said liability policy. Should the Lessor request the same, the Lessee shall furnish the Lessor with written proof that said insurance policies are in full force and effect at all times during the term of this lease.

In the event of the destruction of or major damage to the Unit as a result of fire or any other casualty, the Lessor shall have the election to either terminate this lease or to rebuild the same as the Lessor may determine, in the Lessor's sole discretion. In the event the Lessor shall elect to rebuild the Unit, the lease payments during the period of said rebuilding shall be proportionately reduced by reason of such damage or destruction to the Unit and such reduction shall continue until the completion of the repairs or replacement work, at which time said lease payments shall be returned to the normal lease payments.

10. ABANDONMENT. The Lessee shall not vacate or abandon the Unit at any time during the term hereof.

11. LESSOR'S ENTRY. The Lessee shall permit the Lessor and the agents and employees of the Lessor to enter into and upon the demised Unit at all reasonable times for the purposes of inspecting and showing the same, or for the purpose of posting notices and they shall permit the Lessor and its agents and employees, with 90 day notice of non-renewal of the lease, at any time within the last 90 days prior to the expiration of this lease, to place on

the Unit any "To Lease" or "For Sale" signs consistent with the rules and regulations of the Bylaws of the Condominium Owners Association and exhibit the Unit to prospective tenants at reasonable hours.

12. ASSIGNMENT. The Lessee may assign the lease in its entirety or sublease all or a portion of the Premises to any creditworthy third party with Lessor's consent, not to be unreasonably withheld or delayed. Review by Lessor to take no more than fourteen (14) days after acknowledged receipt of notification. If Lessor does not show due cause for rejecting assignee/sub-lessee within 14 days of acknowledged receipt of notification, the assignment /sublease will have been deemed approved. Lessee will retain 50% of any subleasing profits, net of any and all costs associated with the assignment/sublease of the space. Lessor shall have no rights to recapture the Premises.

Notwithstanding the foregoing, Lessor's consent shall not be required for an assignment of the lease or subletting of all or any portion of the Premises by Tenant to a subsidiary, affiliate, parent or successor of Tenant, or to any entity acquiring all or substantially all the assets or stock of Tenant or the any entity with which Tenant shall merge or consolidate. In addition, Tenant shall retain any profits associated with a sublease or assignment or related activity.

13. LIENS. The Lessee shall have the responsibility of keeping the Unit free of liens of any kind. The Lessee shall keep all the Unit and every part thereof free and clear of any and all mechanic's, material men's and other liens for or arising out of or in connection with taxes, work or labor done, services performed, or material and appliances used or furnished for or in connection with any operations of the Lessee. The Lessee shall at all

times promptly and fully pay and discharge any and all claims on which any such lien may or could be based, and to indemnify the Lessor and all of the Unit against all such liens of liens and suits of other proceedings pertaining, thereto.

14. NOTICES. All notices, demands, or other writings in this lease provided to be given or made or sent, or which may be given, made or sent, by either party hereto to the other, shall be deemed to have been fully given, made or sent when made in writing ad deposited in the United States mail, registered and postage prepaid, and addressed as follows:

Lessee:	Lessor:
CCSD, Special Programs	Boxelder Business Center, LLC 405
525 W. Lakeway Road	W. Boxelder Suite A-4
Gillette, WY 82718	Gillette, WY 82718

The address to which the notice, demand, or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above described.

15. INDEMNIFICATION. The Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the Lessee or by any person who at any time may be using, occupying or visiting the Unit or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of the Lessee or of any occupant, licensee, subtenant, visitor, or user of any portion of the Unit, or shall result from or be caused by any other matter or thing, whether of the same kind or of a different kind than the matters or things above set forth, and to the extent allowed under Wyoming law, the Lessee shall indemnify, defend, hold the Lessor harmless against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage to the persons or property. The Lessee hereby waives all claims against the Lessor for damages to the Unit and to the property and business of the Lessee in, on, or about the Unit, from any cause arising at

any time. The two preceding sentences shall not apply to loss, injury, death or damage arising by reason of willful misconduct of the Lessor.

16. COSTS AND ATTORNEYS FEES. If any action at law or in equity shall be brought to recover any rent under this lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this lease, or for the recovery of the possession of the Unit, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's cost, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

17. DAMAGE DEPOSIT. With the execution of this lease agreement, the Lessee shall pay to the Lessor the sum of $0 to be held by the Lessor as a damage deposit. Said sum shall be retained by the Lessor until the expiration of the term of this lease agreement (including any renewal or extensions) and utilized by the Lessor to repair any damage done to the lease premises by the Lessee during the term of this lease, including any cleaning, painting, or repairing the Unit as may be necessary upon the Lessee's vacating the Unit. This damage deposit shall not be deemed to limit the Lessee's liability for any such damage or cost of cleaning or repairing the same and should these activities exceed the amount of the damage deposit, the Lessee shall be responsible for any excess. At such time as the Lessee shall vacate the lease premises and the Lessor has had reasonable time to complete any cleaning or repair activities, any remaining funds in the damage deposit shall be returned to the Lessee. The Lessee shall not be entitled to any interest on the damage deposit during the term of his lease. In lieu of no damage deposit, upon the 120 day notice of vacating the unit, the Lessee and Lessor will do a walk through on the unit 30 days prior to vacation of the unit. A list of items the Lessor wants the Lessee to repair or replace will be given to the Lessee at that time with the understanding that those items will be completed upon the Lessee's vacation of the unit. Failure to complete the list will result in being billed for the repairs that the Lessor will make after vacation of the unit.

18. DEFAULT. If the Lessee shall, at any time, become five (5) days delinquent on the payment of rent as herein provided, or in performance of any of the covenants, terms, conditions or provisions of this lease, and the Lessee shall fail to remedy such default or delinquency within five· (5) days after mailing of written notice thereof from the Lessor, or if the Lessee shall be adjudged bankrupt, or shall make an assignment for the benefit of creditors, or if a receiver of any property of the Lessee in or upon said Unit be appointed in any action, suit or proceedings by or against the Lessee, or if the interests of the Lessee in said Unit shall be sold under execution or other legal process, it shall be lawful for the Lessor to enter upon said Unit, and again have, repossess and enjoy the same as if this lease had not been made, and to recover from the Lessee all rent due up to the time of such entry, and such damages as a result of the breach of this lease. In case any such default and entry by the Lessor, said Lessor may relet said Unit for the remainder of said term for the highest rent obtainable, and it may recover from the Lessee any deficiency between the amount so obtained and the rental as provided herein together with all costs and expenses incurred by the Lessor in reletting said Unit including, without limitation, all reasonable attorney fees, costs and expenses.

19. REMOVAL OF EQUIPMENT AT LEASE TERMINATION.

Any equipment or personal property of the Lessee shall be removed from the Unit upon the termination of this lease provided that in the event the Lessee desires to leave all or a portion of said equipment or property and the Lessor is agreeable, the parties may so indicate in writing and title and ownership to said equipment and personal property shall be vested solely in the Lessor.

In the event that the Lessor shall require the Lessee to remove such equipment, the Lessee shall bear the costs for the removal of said equipment and the repair of the Unit for any damage sustained by reason of such removal.

20. HEIRS. It is further agreed that this lease and the covenants and agreements herein contained shall be binding upon and inure to the benefit

of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

21. TIME. Time and each of the terms, covenants and conditions of this lease agreement are hereby declared to be the essence of this agreement, and the acceptance by the Lessor of any rental payments due hereunder after the same are due shall not constitute a waiver by it of this or any other provisions of this lease agreement.

22. EXECUTION BY FACSIMILE AND COUNTERPARTS. This agreement may be executed by the parties in separate counterparts which, when taken together, shall constitute a fully executed agreement. This agreement may be executed and delivered by facsimile transmission, with any party causing a facsimile copy bearing such party's signature to be sent by facsimile being deemed to have executed and delivered an original agreement.

23. NON-ASSIGNABLE. The Lessee shall not have the right to assign all or any portion of its right under this lease agreement without express written consent of the Lessor. Any such assignment or attempted assignment without such written consent shall be void and of no effect.

24. MISCELLANEOUS. The Lessee and the Lessor agree that they shall execute any and all documents and instruments as may be necessary to carry out the full intent and purpose of this agreement.

25. LEASE AGREEMENT NOT RECORDED. The parties agree that they shall not record this lease agreement unless such recording shall be necessary in order to enforce any term of provision hereof.

26. SEVERABILITY. Should any portion or provision of this lease agreement be deemed invalid by operation of any law, the remaining terms and provisions of this lease shall continue to be binding upon all parties hereto.

27. ATTACHED RIDERS. Any riders attached to this lease agreement and signed by all parties shall be binding upon both parties hereto and shall become part of this lease agreement and shall be incorporated herein as

though fully set forth in this agreement.

28. WYOMING GOVERNMENTAL ENTITY. Lessee is a Wyoming Governmental Entity. By entering into this Agreement, Lessee does not waive it rights and retains all immunities and defenses provided to it by the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq. (the "Act"). Any part of this Agreement that conflicts either with the tort immunity provided by the Act or with Lessee's reservation of contractual immunity shall be void and of no effect. Any actions or claims against Lessee under this Agreement, to the extent the same are permissible under the terms of this Section and applicable law, must be brought in accordance with the procedural requirements of the Act.

29. AUTHORITY. The signatory of this lease agreement on behalf of the Lessee represents and warrants that he or she has full power and authority to execute this lease agreement on behalf of the Lessee.

Dated this 1st day of August, 2024

LESSOR:	LESSEE:
Boxelder Business Center, LLC	Campbell County School District No. 1
By: _____	By: _____
Title _____	Title _____

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The foregoing was acknowledged before me this ___ day of _____, 2024, by Steve Shurtz or Susan Shurtz, Members of Boxelder Business Center, LLC as Lessor.

Witness my hand and official seal.

_____
Notary Public

My Commission expires:

STATE OF WYOMING)
) SS.
COUNTY OF CAMPBELL)

The foregoing was acknowledged before me this ___ day of _____, 2024, by Luke Danforth as _____ for Campbell County School District No. 1 as Lessee.

Witness my hand and official seal.

_____
Notary Public

My Commission expires: