

AN ORDINANCE BY THE CITY OF MORGANTOWN AUTHORIZING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MORGANTOWN, LESSOR, AND THE STATE OF WEST VIRGINIA, LESSEE, WHEREBY THE STATE OF WEST VIRGINIA LEASES REAL ESTATE FOR USE BY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES AT THE MORGANTOWN MUNICIPAL AIRPORT.

The City of Morgantown hereby ordains that its City Manager is authorized to execute the lease agreement hereto attached by and on behalf of the City of Morgantown.

This Ordinance shall be effective upon date of adoption.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

CONTRACT OF LEASE

THIS CONTRACT OF LEASE, made **September 17, 2012**, by and between **CITY OF MORGANTOWN**, a municipal corporation, hereinafter referred to as "Lessor," and the **STATE OF WEST VIRGINIA**, by the Department of Administration, Real Estate Division, hereinafter referred to as "Lessee".

WHEREAS, pursuant to provisions of Chapter 5A, Article 10, Code of West Virginia, as amended, a Chief Executive Officer of the **DEPARTMENT OF HEALTH AND HUMAN RESOURCES** certifies that the space herein leased is necessary for the proper function of this department, and that satisfactory space is not available in other buildings now owned or leased by the State; and

WHEREAS, the Secretary of the Department of Administration, by executing this lease, hereby leases the premises for use by the **DEPARTMENT OF HEALTH AND HUMAN RESOURCES**, hereinafter referred to as "Tenant".

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, for use by the Tenant, the following described Premises:

Office space consisting of 4,575 square feet, more or less, along with 10 parking spaces and the surface land including the tower, and dish attached to existing water tower within the site plan, located at 190 Hart Field Road, in the City of Morgantown, Monongalia County, West Virginia, (hereinafter referred to as the "Premises") and as depicted in the floor plans/drawings attached hereto and collectively referred to as Exhibit "A-1" and Exhibit "A-2." Tenant's use of the tower shall be subject to the conditions set forth in Exhibit "B" hereto attached.

The parties hereto covenant and bind themselves as follows:

(1) USE

Tenant shall use the Premises for the northern operations of the emergency communications system, general office purposes and a call center 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 **October 1, 2012**, and end at midnight on **September 30, 2022**. This Contract of Lease shall be considered renewed for each ensuing fiscal year during the term of the Contract of Lease unless it is 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

Department of Administration
Real Estate Division
900 Pennsylvania Ave., Suite 500
Charleston, West Virginia 25302

To the Lessor

City of Morgantown
Office of City Manager
389 Spruce Street
Morgantown, WV 26505

(3) PREPARATION OF PREMISES

(a) Lessor's Work. On or before the Commencement Date Lessor, at its sole cost, shall complete the preparation of the Premises for the occupancy needs of the Tenant. Lessor shall deliver the Premises to Tenant in satisfaction of all the following conditions: Lessor's Work and the Premises are substantially complete in accordance with this Lease; the Premises satisfies all applicable building codes then in effect relating to Landlord's Work; the Premises is in suitable condition for occupancy with the receipt of a valid certificate of occupancy, or its equivalent, if applicable, allowing Tenant to conduct its business at the Premises; upon receipt of an approval letter from the State Fire Marshall, if applicable; and upon acceptance of the Premises in writing by the Lessee. Tenant must accept or reject the Premises, in writing, within ten (10) days of Tenant's receipt of a valid certificate of occupancy. If Lessor does not receive any written notice from Tenant regarding its acceptance or rejection of the Premises within ten (10) days of its receipt of a valid certificate of occupancy, then the Premises shall be deemed accepted by Tenant. In the event the date on which Lessor delivers the Premises to Tenant 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. All of Landlord's Work will be in compliance with Fire Marshall Regulations, Americans with Disabilities Act of 1990, and all other building codes and industry standards as required by local, State and Federal codes and the authority having jurisdiction. The contractor and any sub-contractors shall pay the higher of the U.S. Department of Labor minimum wage rates or the West Virginia Department of Labor wage rates as established for the County in which the work is being performed pursuant to West Virginia Code § 21-5A-1, et seq.

(b) Tenant's Work. Tenant, at its sole cost, shall have the right to complete the tenant improvements which are expressly identified in Exhibit "B", 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.

(4) RENT

The Lessee covenants that the Tenant shall pay unto the Lessor as rent for the premises herein leased, the sum of **FIVE THOUSAND, THREE HUNDRED, THIRTY-SEVEN and 50/100 DOLLARS (\$5,337.50) PER MONTH (\$14.00 annual per square foot rate)** 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.

(5) 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 utilities and services to or for the benefit of the Premises:

- (i) Electricity, gas, water and sewer service.
- (ii) Snow and ice removal from the parking areas, drives, sidewalks and other Common Areas.
- (iii) Janitorial service.
- (iv) To the extent not included in the janitorial service, garbage removal from the real property, including the Premises, building, and Common Areas.
- (v) Window washing services for the exterior windows of the building at least twice annually.

- (vi) 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.
- (vii) If the Premises are on the second floor of the building or higher, Lessor shall furnish elevator service to such floor, with elevator location most convenient to the Premises.

(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) 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.
- (ii) Janitorial Supplies.

(c) Interruption. If any utilities or services are interrupted for reasons within Lessor's control and as a result, Tenant's use of the Premises is interrupted for three (3) consecutive business days, Tenant's obligation to pay Rent shall equitably abate commencing upon the fourth (4th) 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 three (3) consecutive business days, Tenant's Rent shall equitably abate commencing upon the fourth (4th) business day and continuing until such time as the interference ceases.

(6) 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, 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 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.

(7) 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 sixty (60) days after Lessee's receipt of written notice, the Lessor may terminate the Lease upon providing ten (10) days written notice of termination to Lessee.

(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. In the event Tenant exercises its right to take remedial action, Lessor shall promptly reimburse the costs incurred by Tenant in curing such default upon receipt of an invoice from Lessee, which shall be accompanied by reasonable supporting documentation. If Lessor fails to reimburse Tenant within thirty (30) days after receipt of Lessee's invoice, Tenant, in addition to all other available rights and remedies, shall have the right to deduct such unpaid amount from the next installment(s) of Rent due to Lessor until reimbursed in full.

(c) General. In all instances of default, the non-defaulting party shall use reasonable efforts to mitigate its damages. 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 16(a) and 16(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.

(8) 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 5(b)(i).

(9) INSURANCE

Throughout the Term, Tenant shall maintain and timely provide payment for, at its sole cost and expense, commercial general liability insurance naming the Lessor as an additional insured 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 Premises, building and 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.

(10) 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.

(11) 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.

(12) 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 five (5) 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.

(13) 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.

(14) CANCELLATION OF LEASE

It is further agreed by and between the parties hereto that the Department of Administration, 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)].

(15) 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 ninety (90) 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.

(16) 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 Secretary of the Department of Administration, 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.

(17) SUBORDINATION AND NONDISTURBANCE

(a) Subordination and Nondisturbance. 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.

(18) SUITABILITY OF PREMISES

Lessor warrants the premises to be suitable for use as a State facility and for the conduct of Tenant's business, and that it will hold harmless the State of West Virginia, its officers, agents or employees for any loss or damage to the leased premises, whether caused by overloading the floors with equipment or otherwise installing fixtures and equipment commonly used in an office facility.

(a) 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. Upon refusal or neglect of Lessor to comply with any such order, the Tenant may comply therewith and deduct the costs from monthly rentals payable thereafter to the Lessor until the Tenant is fully reimbursed therefore.

(b) Environmental. Lessor represents and warrants to Lessee and Tenant that 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.

(19) PARKING

At no additional cost, Tenant shall be entitled to the use of at least ten (10) unreserved parking spaces as depicted in the attached Exhibit "A-1 and A-2" for its agents, employees, invitees and customers. Tenant shall be entitled to park its vehicles overnight.

(20) ROOFTOP ACCESS

INTENTIONALLY LEFT BLANK

(21) OPTION TO RENEW

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(22) MISCELLANEOUS

(a) Holding Over. Tenant shall have the right to hold over for up to three (3) months after the expiration of the Term upon the same terms and conditions, including Rent, as were applicable during the just expired Term. If Tenant shall continue in possession of the Premises beyond said three (3) month holdover period, such continued possession shall be considered an extension of this Lease from month to month until terminated by either party as of the end of any calendar month on not less than thirty (30) days prior written notice, and during such month to month tenancy, all terms and conditions of this Lease shall remain in full force and effect.

(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 "C" 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.

(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 occurs under Section 4(a), 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.

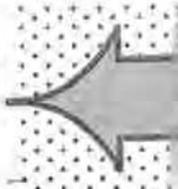
(l) Multiple Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original and which taken together, shall constitute one and the same Lease.

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

**[Affix Corporate Seal Here,
If Applicable]**

**CITY OF MORGANTOWN, a municipal corporation,
LESSOR**

By _____
Terrence Moore, City Manager



STATE OF WEST VIRGINIA,

COUNTY OF _____:

Before me, a notary public in and for said County and State, personally appeared the above-named, **Terrence Moore**, on behalf of **City of Morgantown, a municipal corporation** and he acknowledged the signing of the foregoing lease to be his voluntary act and deed, for individually and/or the capacity specified, for the uses and purposes therein mentioned.

Sworn to before me and subscribed in my presence at _____ this _____ day of _____, 2012.

My commission will expire on: _____.

[SEAL]

NOTARY PUBLIC



STATE OF WEST VIRGINIA, LESSEE

By Carolyn L. Thomas, Operations Manager of the Department of Administration, Real Estate Division, for and on behalf of the Department of Health and Human Resources

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA:

Before me, a notary public in and for said County and State, personally appeared the above-named, **Carolyn L. Thomas, Operations Manager/Charles D. Lawrence, Jr., Executive Director**, West Virginia Department of Administration, Real Estate Division, on behalf of **Department of Health and Human Resources**, an agency of the State of West Virginia, and he/she acknowledged the signing of the foregoing lease to be his voluntary act and deed for and as the act and deed of said **Department of Health and Human Resources**, for the uses and purposes therein mentioned.

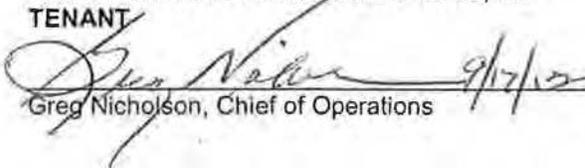
Sworn to before me and subscribed in my presence at Charleston, West Virginia this ____ day of _____, 2012.

My commission will expire on: _____.

[SEAL]

NOTARY PUBLIC

ACKNOWLEDGED BY: DEPARTMENT OF HEALTH AND HUMAN RESOURCES, AS TENANT

By:  9/17/12
Greg Nicholson, Chief of Operations

Approved as to form this ____ day of _____, 2012. Darrell V. McGraw, Jr., Attorney General

By _____, Deputy Attorney General
RED\Admin\LeaseContractsHHR-216 MM

EXHIBIT "A-2" PREMISES

Mead & Hunt
 Mead & Hunt, Inc.
 4001 West Plaza
 West Virginia
 phone: 606-327-6500
 www.mh.com

NOT FOR CONSTRUCTION
 WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 150 HART FIELD ROAD
 MORGANTOWN, WV 26505

WVA / NOROP MEDCOM Renovation
 West Virginia Dept. of Health and Human Resources

NOT FOR CONSTRUCTION
 WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 150 HART FIELD ROAD
 MORGANTOWN, WV 26505
 OVERALL PLAN

G-101

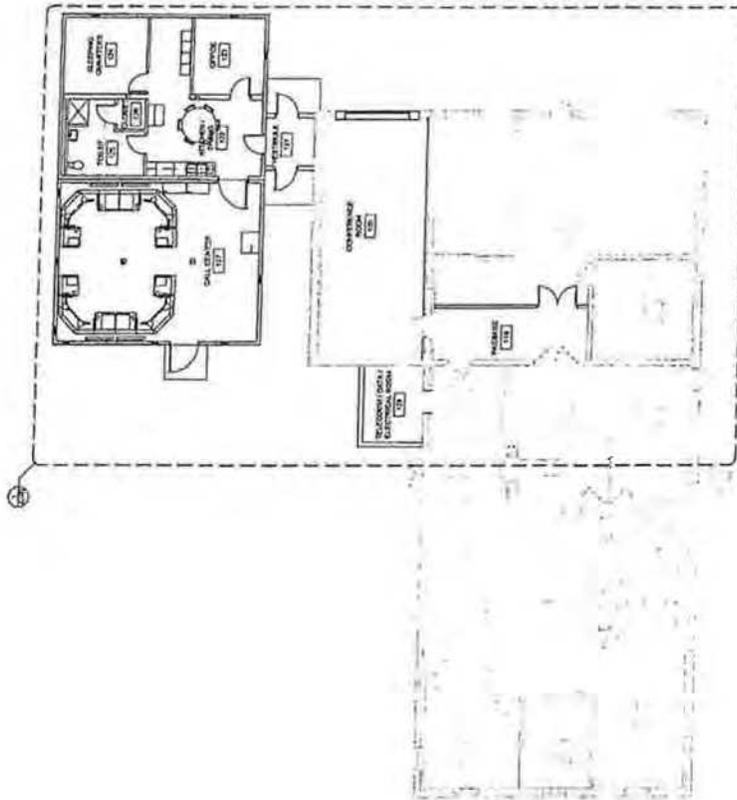


EXHIBIT "B"
TENANT'S WORK

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.

At Tenant's sole expense, Tenant shall have the right to install a 30' x 48' prefabricated concrete modular building on a poured 12" floor slab. The proposed location is as depicted on Exhibit "A-1 and A-2." Tenant, at its sole expense, shall maintain the building and remove it as well as the poured floor slab at the termination of this lease or any time prior to lease termination, provided that Tenant, at its sole expense, shall repair any damage resulting from such removal and shall return the site to its condition prior to the building installation.

With the prior written consent of the Morgantown Utility Board (MUB) and at Tenant's sole expense, Lessor extends permission for Tenant to install communications equipment on the water tower within the Premises. It is mutually understood by the parties herein that the Tenant will acquire and submit to the MUB a report from a structural engineer of tenant's choice showing how the communications equipment will be attached to the tower and that it will be structurally safe for the communications equipment and the water tower.

EXHIBIT "C"
RULES AND REGULATIONS

The Tenant hereby agrees as follows:

That the facilities and space hereby leased shall be maintained and left in a neat and clean condition and the Tenant shall conduct his business in such a manner as not to interfere with the normal operations of the airport.

That personnel performing services for the Tenant shall be neat, clean, and courteous, and the Tenant shall not permit its agents, servants or employees so engaged to conduct business in a loud, boisterous, offensive or objectionable manner.

That the Tenant shall abide by and be subject to all reasonable airport policies, rules and regulations, which are now, or may from time to time be promulgated by the Lessor, concerning management, operation or use of the airport.

That the Tenant will not on the grounds of race, color, national origin, sex, handicap, religion, or age discriminate, or permit discrimination, against any person or group of persons in any manner prohibited by part 21 of the Regulations of the Office of the Secretary of Transportation and Title XI of the Civil Rights Act of 1964.