

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease"), is made and entered into as of this the 17th day of June, 2022, by and between Invest Collegiate Imagine, Inc., a North Carolina nonprofit corporation (hereinafter referred to as "Landlord"), and Elevation Church (hereinafter referred to as "Tenant").

RECITALS:

WHEREAS, Landlord is the owner of certain real property located at 110 Champion Way, Asheville, North Carolina upon which the North Carolina charter school known as Invest Collegiate Imagine (the "School") is located and operates; and

WHEREAS, Landlord is the nonprofit organization that owns and operates the School; and

WHEREAS, Tenant has requested to lease, and Landlord has agreed to lease a portion of the real property and School building(s) to Tenant pursuant to the terms and conditions set forth herein.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is hereby AGREED as follows:

PREMISES/PROPERTY

1. Subject to the terms and conditions set forth herein, Landlord hereby leases to Tenant and Tenant does lease from Landlord those certain spaces within the School set forth in Exhibit A (the "Premises") which are a part of a building or buildings located on that certain real property commonly known as 110 Champion Way, Asheville, North Carolina, and which is more particularly described in Deed Book 5664, Page 89 of the Buncombe County Registry, PIN Number 9627-62-0975-00000, consisting of 45.77 acres (the "Property") and any portions of the Property specifically designated in Exhibit A. Throughout this Lease, Premises refers to the actual space being leased, and Property refers to the broader site/location of the Premises.

TERM

2. The term of this Lease shall commence on July 1, 2022 ("Lease Commencement Date"), and shall end at midnight on June 30, 2023, unless sooner terminated as herein provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month immediately following the Lease Commencement Date and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.
3. Tenant's access and use of the Premises shall be limited to 8 hours weekly between 6:00 AM and 2:00 PM Sunday. See Exhibit A for specific areas, days and times. **Tenant recognizes that School related events take precedence over Tenant's use and activities on the Premises and Property.** If any of the spaces are being used by the School for other events or activities during the Term of this Lease, Landlord shall provide Tenant with other accommodations on the Property. Tenant shall be provided with at least thirty (30) days' notice if the Premises will be utilized by the School during Tenant's hourly use.
4. Tenant will be provided with appropriate keys to unlock and lock the Property and the assigned rooms constituting the leased Premises. Buildings and rooms may be opened and closed only by an assigned employee of tenant.
5. Tenant shall comply with any reasonable security procedures established by Landlord or the School to prevent unauthorized access to the Premises and School property generally. Tenant and Landlord shall each designate emergency contact personnel to notify in case of an emergency requiring access to the Premises.

Landlord  Commercial Lease Agreement Tenant 

RENEWAL, TERMINATION, AND EXPIRATION

6. Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least sixty (60) days prior to the end of the then expiring term of this Lease, for one additional term of one year each. Landlord shall reserve the right to waive the ten percent (10%) rent increase for the additional one-year term. The waiver of the ten percent (10%) rent increase is in the sole discretion of Landlord.
7. Notwithstanding any other provision herein, either Landlord or Tenant may terminate this Lease prior to the expiration of the Term (or prior to the expiration of any renewal term) upon sixty (60) days prior written notice, in such party's sole discretion, and such termination shall also terminate any and all options to extend.
8. At the expiration or earlier termination of the Lease term Tenant shall surrender the Premises, together with alterations, additions, and improvements then a part thereof, in good order and condition except for the following: ordinary wear and tear, repairs required to be made by Landlord, and loss or damage by fire, the elements and other casualty covered by insurance. All furniture and trade fixtures installed in the Premises at the expense of Tenant or other occupant shall remain the property of Tenant or such other occupant and shall be removed by Tenant upon the termination of the Lease term. Tenant shall repair all damages caused by the removal of Tenant's property from the Premises. Tenant shall be responsible for all consequential damages to Landlord as a result of Tenant's failure to surrender the Premises in accordance with this Lease, and this clause shall survive the termination of the Lease.

RENTAL

9. Beginning on July 1, 2022 ("Rent Commencement Date"), Tenant agrees to pay Landlord (or its Agent as directed by Landlord), without notice, demand, deduction, or set off, an annual rental of \$105,040.00, payable in equal monthly installments of \$8,753.33 ("Rent"), in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first monthly installment of rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due. The annual rental payable hereunder (and accordingly the monthly installment) shall be adjusted every Lease Year Anniversary by ten percent (10%) over the amount then payable hereunder, at Landlord's discretion. In the event renewal of this Lease is provided for and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed. Tenant shall pay all rental to Landlord at 110 Champion Way, Asheville, North Carolina, 28806 or at such other address as Landlord shall designate in writing from time to time.
10. Any and all sums of money or charges required to be paid by Tenant under this Lease other than the Rent shall be considered "Additional Rent," whether or not the same is specifically so designated and Landlord shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to Landlord relating to the Rent.
11. At Landlord's discretion, a "Maintenance/Custodial Fee" may be charged to Tenant for use of the Gym, Auditorium, and any additional meeting space(s) which requires maintenance and custodial services by Landlord. The fee for any maintenance and custodial services provided by Landlord required by Tenant's use is \$100.00 per month per area used. Should Tenant fail to return the Gym, Auditorium, and any additional meeting space(s) used by Tenant to its/their original state each time the space(s) is/are used, then upon the first of these occurrences, the Landlord shall deliver to Tenant notice that upon the next occurrence the fee becomes \$150.00 per month per meeting space and the fee shall become mandatory without further notice required. Any maintenance/custodial fees shall be considered Additional Rental.

PERMITTED USE

12. The permitted use of the Premises shall be: Church services ("Permitted Use"). The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord's prior written approval of any

Landlord Hy Commercial Lease Agreement Tenant Am

change in use. Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises, provided however, that Landlord does represent that it has no contractual obligations with other parties which will materially interfere with or prohibit the Permitted Use at the Premises. At Tenant's sole expense, Tenant shall procure, maintain, and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the proper and lawful conduct of Tenant's business in the Premises. Tenant shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors, or nuisances.

13. The Landlord shall have the right, but not the obligation, for an employee of the School to be on the Property to monitor Tenant's activity. The sponsoring head of Tenant shall be required to monitor Tenant's activities to ensure they are in compliance with the terms of this Lease, the Rules and Regulations, and all applicable law.

ACCEPTANCE BY TENANT

14. By occupying the Premises Tenant acknowledges and agrees that it has inspected the Premises or has been given the opportunity to do so and accepts the Premises and Property "AS IS" with all faults as of the Lease Commencement Date. Tenant further acknowledges that Landlord has made no representations or warranties of any nature whatsoever regarding the condition of the Premises, including, without limitation, the physical condition thereof or of any improvements located therein.
15. Landlord shall not be required to perform any repair work, alterations, remodeling of the School, or construct any improvements on the Premises on behalf of Tenant as condition of this Lease.
16. Tenant acknowledges and agrees that it will provide Landlord with a quarterly status report concerning Tenant's Permitted Use of the Premises and Property in a form and a place satisfactory to Landlord.

COMMON AREAS

17. Tenant shall be allowed limited access to entrances, hallways, restrooms, and designated parking spaces as designated in Exhibit A.
18. All facilities furnished at the Property and designated for the general use, in common, of occupants of the Property and their invitees, agents or employees, including Tenant hereunder, including but not limited to parking areas, streets, driveways, sidewalks, canopies, roadways, loading platforms, shelters, ramps, landscaped areas, maintenance and mechanical areas, exterior water faucets, irrigation systems, exterior lighting fixtures, signs and other facilities whether of a similar or dissimilar nature ("Common Areas") shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to change the area, level, location, and arrangement of the Common Areas and to restrict parking by Tenant and Tenant's employees to employee parking areas, to make Rules and Regulations (as herein defined) and do such things from time to time as in Landlord's reasonable discretion may be necessary regarding the Common Areas.
19. Tenant shall also have a non-exclusive right, in common with other tenants at the Property, to the use of the Common Areas at the Property, subject to the terms hereof.

LATE CHARGES

20. If Landlord fails to receive full rental payment within ten (10) days after it becomes due, Tenant shall pay Landlord, as Additional Rent, a late charge equal to five percent (5%) of the overdue amount plus any actual bank fees incurred for dishonored payments. The parties agree that such a late charge shall not be deemed to be a penalty, it being understood between the parties that late payments by Tenant shall result in additional expense to Landlord which is difficult and impractical to ascertain and that such late charge

Landlord Atty Commercial Lease Agreement Tenant AM

represents a fair and reasonable estimate of the loss and expense Landlord will incur as a result of such late payment by Tenant. If rent or any other payment due to Landlord by Tenant hereunder shall not be paid within thirty (30) days of its due date, provided Landlord has given Tenant written notice of such non-payment on or before thirtieth (30th) day after its due date, then in such case, in addition to the late charge provided for hereinabove, such rent or other sum shall bear interest beginning on the thirty-first (31st) day after its due date at the rate of ten percent (10%) per annum (or, if less, the highest rate allowed by law). If rent or any other payment due Landlord by Tenant hereunder is collected by or through an attorney at law, Tenant agrees to pay Landlord's reasonable attorneys' fees incurred in such collection not in excess of fifteen percent (15%) of the amount or in the maximum amount allowed by law. Nothing herein shall relieve Tenant of the obligation to pay rent or any other payment on or before the date on which any such payment is due, nor in any way limit Landlord's remedies under this Lease or at law in the event said rent or other payment is unpaid after it is due. Amounts due hereunder shall be deemed to be Additional Rent and Tenant's failure to pay them shall constitute a default by Tenant.

SECURITY DEPOSIT

21. Upon execution of this Lease, Tenant shall deposit with Landlord the sum of \$8,753.33 as a security deposit which shall be held by Landlord, without liability for interest, as security for the full and faithful performance by Tenant of each and every term, covenant, and condition of this Lease. If any of the rental or other charges or sums payable by Tenant to Landlord shall be over-due and unpaid or should payments be made by Landlord on Tenant's behalf, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply the security deposit, or so much thereof as may be necessary to compensate Landlord toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and Tenant shall within five (5) days of written demand restore the security deposit to the original sum deposited. In addition, should Tenant violate any term or condition under this Lease more than two (2) times within any twelve-month period, irrespective of whether or not such default is cured, then without limiting Landlord's other rights and remedies provided in the Lease, or at law or equity, Landlord shall require an increase in the Security Deposit by an amount equal to the greater of: (i) three (3) times the original Security Deposit; or (ii) three (3) months' Rent; which shall be paid by Tenant to Landlord within five (5) days of written demand. Tenant's failure to restore to its original amount or provide additional funds for the Security Deposit within five days of demand shall constitute a breach of the Lease.

Should Tenant comply with all of said terms and promptly pay all of the rent as it falls due and all other charges payable by Tenant to Landlord, the security deposit shall be returned in full to Tenant within sixty (60) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease. The security deposit does not represent payment of, and Tenant shall not presume application of same as payment of the last monthly installment of rental due under this Lease. Landlord shall have no obligation to segregate or otherwise account for the security deposit except as provided for in this paragraph or unless segregation of the same is required by the law of North Carolina. In the event of bankruptcy or other credit-debtor proceedings against Tenant, all security deposits shall be deemed to be applied to the payment of rent and other charges due Landlord for all periods prior to the filing of such proceedings.

UTILITY BILLS/SERVICE CONTRACT

22. Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. Where a Service Obligation is allocated to Tenant, Tenant shall not be responsible for such service to any Common Area and such responsibility shall be limited to the Premises. In each instance, the party undertaking responsibility for payment of a Service Obligation covenants that they will pay the applicable bills prior to delinquency. The responsibility to pay for a Service Obligation shall include all metering, hook-up fees, or other miscellaneous charges associated with establishing, installing, and maintaining such utility or contract in said party's name. Within thirty (30) days of the Lease Commencement Date, Tenant shall provide Landlord with a copy of any requested Tenant Service Obligation information. If Additional Rental is

Landlord htg Commercial Lease Agreement Tenant AM

selected below, then Tenant shall be responsible for its proportionate share of the Service Obligation and that amount shall be treated as Additional Rental.

Service Obligation	Landlord	Tenant	Additional Rental	Not Applicable
Sewer/Septic	X			
Water	X			
Electric	X			
Gas	X			
Telephone	X			
HVAC (maintenance/service contract)	X			
Elevator (including phone line)	X			
Security System	X			
Fire Optic	X			
Janitor/Cleaning	X			
Trash/Dumpster	X			
Landscaping/Maintenance	X			
Sprinkler System (including phone line)	X			
Pest Control	X			
Internet/Data	X			

Landlord shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise, or personal property of Tenant, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction, or other defects of any utility installations, air conditions system or other components of the Premises or the Property, except to the extent that such damage or loss is caused by Landlord's gross negligence or willful misconduct. Landlord represents and warrants that with respect to the heating, ventilation and air conditioning system(s) and utility installations existing as of the Lease Commencement Date shall be in good order and repair. Subject to the provisions of this paragraph, Landlord shall not be liable in damages or otherwise for any discontinuance, failure, or interruption of service to the Premises of utilities or the heating, ventilation and air conditioning system(s) and Tenant shall have no right to terminate this Lease or withhold rental because of the same.


TAXES AND INSURANCE

23. Landlord shall pay all taxes (including but not limited to, ad valorem taxes, special assessments, and any other governmental charges) on the Property, shall procure and pay for such commercial general liability, broad form fire and extended and special perils insurance with respect to the Property as Landlord in its reasonable discretion may deem appropriate and shall maintain and operate the Common Areas and the Property.

During the term of this Lease, and any extension or renewal thereof, Tenant shall not reimburse Landlord for its proportionate share of taxes and insurance as provided herein within fifteen (15) days after receipt of notice from Landlord as to the amount due. Payment of Tenant's proportionate share of taxes and insurance shall be considered Additional Rental and subject to the late charge and interest terms set forth in herein above. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon.

RULES AND REGULATIONS


24. The rules and regulations, if any, attached hereto and incorporated herein as Exhibit B ("Rules and Regulations"). Tenant agrees to comply with any Rules and Regulations of Landlord in connection with the Premises which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided such Rules and Regulations are in writing

Landlord  Commercial Lease Agreement Tenant 

and are not in conflict with the terms and conditions of the Lease. Landlord shall use commercially reasonable efforts to enforce such Rules and Regulations at the Property, provided, however, in no event shall Landlord be obligated to make any material expenditures in connection with the enforcement of such Rules and Regulations. Landlord shall not be liable for any damages arising from any use, act, or failure to act of any other tenant or occupant (including such tenant's or occupant's invitees, agents, or employees), if any, of the Property.

INSURANCE; WAIVER; INDEMNITY

25. During the term of this Lease, Tenant shall, at Tenant's expense, obtain and keep in force a policy of comprehensive commercial general liability insurance coverage (occurrence coverage) together with broad form comprehensive general liability coverage covering any and all claims for injuries to persons in or upon the Premises, including all damages from signs, glass, awnings, fixtures or other appurtenances now or hereafter erected on the Premises, and insuring the indemnity provision as set forth in this Section. Such insurance coverage limits shall be in an amount of not less than \$1,000,000.00 combined single limit, per occurrence, with an aggregate limit of Two Million and 00/100 (\$2,000,000.00) Dollars; not less than Fifty Thousand and 00/100 (\$50,000.00) dollars in property damage for each one thousand (1,000) square feet of the Premises. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder.
26. Tenant shall, at Tenant's expense, obtain and keep in force during the term of the Lease a policy or policies of property damage liability insurance, together with special form all-peril coverage and plate glass insurance; broad form boiler insurance in an amount not less than One Hundred Thousand and 00/100 (\$100,000.00) Dollars; and sprinkler and water damage insurance (if applicable) for the full replacement value of Tenant's improvements and property, including, but not limited to, inventory, trade fixtures, furnishings and other personal property. Tenant shall provide Landlord with an inventory of equipment and contents for Insurance.
27. All policies of insurance provided for herein shall name as "additional insured" Landlord, Landlord's Agent (if applicable), all mortgagees of Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Tenant shall provide to Landlord, at least thirty (30) days prior to expiration, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Lease Commencement Date. Not more frequently than once during each calendar year, if, in the reasonable opinion of Landlord, the amount of liability insurance required hereunder should not be adequate, Tenant shall increase said insurance coverage as required by Landlord.
28. Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.
29. Tenant shall indemnify and hold harmless Landlord from and against all claims, loss, cost, damage, or expense arising from (a) Tenant's use of the Premises or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant or its agents, contractors, employees, invitees, licensees, subtenants or guests in or about the Premises or elsewhere, (b) the utilities located within or under the Premises causing injury to any persons or property whomever or whatsoever, and (c) any act or omission of Tenant, or its agents, contractors, employees, invitees, licensees, subtenants, or guests. Tenant shall further indemnify and hold harmless Landlord from and against all costs, attorneys' fees (including at appellate levels), expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. The indemnity obligations in this paragraph shall survive the expiration or earlier termination of this Lease.

Landlord  Commercial Lease Agreement Tenant AM

30. Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of, nor to the person of, Tenant, Tenant's agents, contractors, employees, invitees, licensees, subtenants or guests in or about the Premises, whether the said damage or injury results from a condition arising upon the Premises or upon other portions of the Building, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from the act or neglect of any other tenant of the Building.

REPAIRS BY LANDLORD

31. Except as provided in this Lease with respect to condemnation and damages caused by casualty, Landlord agrees to keep in good repair the roof, foundation, structural supports, exterior walls (exclusive of all glass and exterior doors) of the Premises and the Common Areas of the Property (including all capital replacements thereof), except repairs rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents, invitees, or contractors unless such damage is the result of casualty covered by Landlord's fire and extended coverage insurance.
32. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.
33. Landlord, at its expense, shall maintain the heating, ventilation, and air condition system(s) serving the Premises in good order and repair, including but not limited to replacement of parts, compressors, air handling units, and heating units.
34. Landlord shall, throughout the term of this Lease, and any extension or renewal thereof, maintain in good order and repair the Premises, specifically including but not limited to all light bulb and ballast replacements, plumbing fixtures and systems repairs within the Premises.

REPAIRS BY TENANT

35. Tenant shall not be permitted to make any repairs without the prior express written consent of Landlord, which consent may be withheld, conditioned, or delayed in the sole discretion of Landlord. Tenant shall promptly report in writing any necessary repairs to Landlord.
36. Landlord shall indemnify and hold Tenant harmless from any liability, claim, demand, or cause of action arising on account of Landlord's failure to repair conditions of the Premises or Property within a reasonable time after written notice has been given by Tenant.
37. Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease, in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightening, earthquake, or other casualty alone expected. Tenant, Tenant's employees, agents, invitees, or contractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises or Property. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand, or cause of action arising on account of Tenant's breach of the provisions of this paragraph.

ALTERATIONS

38. Tenant shall not at any time construct or make any alterations, additions, modifications, or improvements to the Premises without Landlord's prior written consent, which consent may be withheld, conditioned or delayed in the sole discretion of Landlord. In the event Tenant proposes to construct any alteration, addition, modification, or improvement of the Premises, Tenant shall submit to Landlord conceptual plans and specifications for such proposed alterations (the "Alterations"). In the event Landlord approves the alterations, additions, modifications or improvements, any Alteration will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Landlord's written request. Landlord may


Landlord AM Commercial Lease Agreement Tenant AM

require Tenant to remove any alterations, additions, or improvements (whether or not made with Landlord's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions, and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery, equipment or trade fixtures which can be removed without material damage to the Premises or the Property. Tenant shall repair, at Tenant's expense, any damage to the Premises or the Property caused by the removal of any such machinery, equipment or trade fixtures.

CASUALTY INSURANCE & DESTRUCTION OF OR DAMAGE TO PREMISES

39. Tenant covenants and agrees that it will at all times during the term of this Lease keep, or cause to be kept, the Premises insured by good and responsible insurance companies authorized to do business in the State of North Carolina which companies shall be acceptable to the Landlord, and have Landlord listed as beneficiary of said policy, for protection against damage or destruction by fire and other perils embraced within the term "extended coverage" in an amount not less than eighty percent (80%) of the insurable value of the improvements above the foundation walls. Landlord shall not be liable for any damage to fixtures or merchandise of Tenant caused by fire or other insurable hazards; nor shall Landlord be liable to Tenant for damages arising or attributable to the inability of the Tenant to carry on its business on the Premises by reason of such casualty. Tenant does hereby expressly release Landlord of and from all liability for such damages. Tenant shall not be liable for any damages to the Premises, or any part thereof, caused by fire or other hazards covered by Landlord's insurance, regardless of the cause thereof, and Landlord does hereby expressly release the Tenant of and from all liability for damages. Tenant shall provide Landlord with an inventory of equipment and contents for Insurance.
40. Tenant agrees to give Landlord prompt notice of any accident, fire, or damage occurring on or to the Premises. If the Premises are totally destroyed by fire or any other casualty, Landlord shall have the right to terminate this Lease on written notice to Tenant within thirty (30) days after such destruction and this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by any such casualties or if the Landlord does not elect to terminate the Lease under the preceding paragraph, Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises within 120 days after such occurrence and prosecute the same diligently to completion. In the event of any casualty at the Premises during the last one year of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease on written notice to the other of exercise thereof within sixty (60) days after such occurrence. In the event that Landlord determines that the cost of repairing or rebuilding the Premises shall exceed the amount of the insurance award payable with respect to such casualty, Landlord shall not be obligated to repair or rebuild the Premises.
41. In the event of reconstruction of the Premises, Tenant shall continue the operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay annual rental and any other sums due under this Lease shall remain in full force and effect during the period of reconstruction. The annual rental and other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction until the Date of Re-occupancy. The term "Date of Re-occupancy by Tenant", as used herein, shall be the first to occur of the following two dates: (a) the date upon which Tenant shall reopen for business in that part of Tenant's buildings rendered untenable by such damage or destruction, or (b) the date which shall be thirty (30) days after the date of completion of the repairs, rebuilding and restoration required of Landlord herein. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction, or replacement.
42. In the event of the termination of this Lease under any of the provisions of this section, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

Landlord

 Commercial Lease Agreement Tenant



GOVERNMENTAL ORDERS



43. Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises; (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time; and (d) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time, and agrees to save Landlord harmless from penalties, fines, costs, expenses or damages resulting from failure to do so. Landlord and Tenant agree, however, that if in order to comply with such requirements the cost to Tenant shall exceed a sum equal to one year's rent, then Tenant may terminate this Lease by giving written notice to Landlord in accordance with the terms of this Lease, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, within thirty (30) days of receiving such notice, Landlord agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Tenant's notice given hereunder shall not terminate this Lease.
44. Tenant shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and shall not discriminate against any individual on the basis of their race, religion, national origin, color, sex, marital status, parental status or handicap with respect to any activity occurring under this Lease.

CONDEMNATION

45. In the event that all or substantially all of the Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Landlord and Tenant shall thereupon be released from any further liability hereunder. In the event that as much as twenty percent (20%) of the Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, Tenant shall have the right to cancel and terminate this Lease as of the date of such taking upon giving Landlord written notice of such election within thirty (30) days after the receipt by Tenant from Landlord of notice that said premises have been so appropriated or taken. In the event of such cancellation, Landlord and Tenant shall thereupon be released from any further liability under this Lease and the Rent for the last month shall be appropriately prorated. If this Lease shall not be terminated but shall continue as to that portion of the Premises which shall not have been appropriated or taken, then in that event Landlord, at its cost and expense, shall immediately restore the building on the land remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and the Rent shall proportionately abate during the period of restoration, and thereafter the Rent shall be reduced in the ratio that the ground floor area of the Premises after such taking bears to the ground floor area of the Premises before such taking. In the event of any such taking, the entire award or compensation whether as compensation for diminution in value to the leasehold or to the fee of the Premises shall be paid to and belong to the Landlord; provided, however, that any award made to Tenant for moving expenses or for the value of any trade fixtures and equipment installed by or belonging to Tenant shall be paid to and belong to Tenant.

ASSIGNMENT AND SUBLETTING

46. Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof or permit the use of the Premises by any party other than Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve tenant of any liability hereunder.
47. Landlord may assign by way of security or otherwise this Lease or any part thereof or any right hereunder without Tenant's consent, and any such assignment by Landlord of its entire interest in the Premises, and its entire rights under the Lease (other than a security assignment) shall relieve Landlord of any further

Landlord  Commercial Lease Agreement Tenant 

obligation hereunder, except for obligations accrued at the time of such assignment, if the assignee assumes and agrees to perform the obligations of the Landlord hereunder.

EVENTS OF DEFAULT

48. The occurrence of any one or more of the following events ("Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant:
- Tenant fails to pay when due the rental or any other monetary obligation as provided herein within ten (10) days after the due date for said payment;
 - Tenant abandons or vacates the Premises or permits the same to be empty and unoccupied;
 - Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within ten (10) days after written notice of such breach;
 - Tenant fails to commence business within ten (10) days of the Lease Commencement Date or the discontinuance of Tenant to conduct business in the Premises.
 - The commencement of any proceeding under bankruptcy or insolvency laws by Tenant or any Guarantor of this Lease or the appointment of a receiver for any part of Tenant or Guarantor's property;
 - Tenant makes an assignment for benefit of creditors; or
 - Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

REMEDIES UPON DEFAULT

49. Upon the occurrence of an Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law:
- To accelerate and declare any and all amounts due for the remaining term of the Lease including any renewal or extension thereof (as if the Lease had not been terminated);
 - To immediately terminate this Lease by giving written notice to Tenant, in which event Tenant shall immediately surrender the Premises to Landlord, whereupon this Lease and all right, title and interest of Tenant hereunder shall terminate and the Tenant shall have no further rights under this Lease;
 - To retake possession of the Premises, and without terminating this Lease, enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, provided however, the Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof; or
 - To require the specific performance of or enjoin the breach of the non-monetary covenants of the Tenant contained in this Lease.
50. TENANT AGREES TO FULLY COOPERATE WITH DELIVERING POSSESSION TO LANDLORD IN A PEACEFUL CIVIL MANNER SO AS TO NOT CAUSE A BREACH OF THE PEACE. IN THE EVENT THAT TENANT FAILS TO PEACEFULLY RELINQUISH POSSESSION, THE LANDLORD MAY HAVE THE TENANT ESCORTED OFF THE PROPERTY BY LOCAL LAW ENFORCEMENT. LANDLORD SHALL NOT BE REQUIRED TO TAKE ANY COURT ACTION AGAINST TENANT IN ORDER TO OBTAIN POSSESSION IN THE EVENT OF A DEFAULT BY THE TENANT.

Landlord AM Commercial Lease Agreement Tenant AM

51. Tenant agrees to pay all costs and expenses of collection and reasonable attorneys' fees on any part of said rental that may be collected by an attorney, suit, distress, or foreclosure; and further, in the event that Tenant fails to promptly and fully perform and comply with each and every condition and covenant hereunder and the matter is turned over to Landlord's attorney, Tenant shall pay Landlord a reasonable attorneys' fee plus costs where necessary, whether suit is instituted or not.
52. The parties hereto shall, and they hereby do waive any defenses or counterclaim brought by matters whatsoever arising out of or in any way connected with the Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim or injury or damage. In the event Landlord commences any proceedings for nonpayment for any sum due under the terms of this Lease, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by the Tenant.
53. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of violation by Tenant of any of the covenants or conditions in this Lease, or otherwise.

QUIET ENJOYMENT

54. Landlord covenants and agrees that, so long as Tenant is not in default of this Lease, Tenant shall at all times during the Lease term, and any extensions or renewals thereof, have the peaceable and quiet enjoyment and possession of the Premises without any interruption or disturbance from Landlord or any person or persons claiming by or through Landlord, subject however to the terms of this Lease. This covenant shall be construed as running with the land to and against subsequent owners and successors in interest and is not, nor shall it operate or be construed as, a personal covenant of the Landlord, except to the extent of the Landlord's interest in the Premises and only as long as such interest shall continue, and thereafter this covenant shall be binding only upon such subsequent owners and successors in interest, to the extent of their respective interest, as and when they shall acquire the same, and only so long as they shall retain such interests.

COVENANT OF TITLE

55. Landlord covenants and warrants that it has full right, power and authority to enter into this Lease for the term herein granted, and any extensions or renewals thereof; that it has a good and marketable title to the Property; subject, however, to any prior encumbrances of record; and that the said Property may be used by the Tenant during the Term of this Lease for the purposes herein set forth

LANDLORD'S ENTRY OF PREMISES

56. Landlord may advertise the Premises "For Rent" or "For Sale" sixty (60) days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective purchasers or tenants, to make repairs required of Landlord under the terms thereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord may enter the Premises at any time without prior notice, in the event of an emergency or to make emergency repairs to the Premises. Upon request of Landlord, Tenant shall provide Landlord with a functioning key to the Premises and shall replace such key if the locks to the Premises are changed.
57. Landlord or Landlord's agent shall have the right to inspect the Premises. Landlord or Landlord's agent shall conduct such inspections in a manner that does not unreasonably interfere with or disrupt Tenant's operations.

EXTERIOR SIGNS

58. Tenant shall place no signs upon the outside walls, doors or roof of the Premises or anywhere on the Property, except with the express written consent of the Landlord in Landlord's sole discretion. Any

Landlord AM Commercial Lease Agreement Tenant AM

consent given by Landlord shall expressly not be a representation of or warranty of any legal entitlement to signage at the Premises or Property. Any and all signs placed upon the Premises or the Property by Tenant shall be installed at Tenant's sole expense and shall be maintained by Tenant in compliance with governmental rules and regulations governing such signs. Tenant shall be responsible to Landlord for any damage caused by the installation, use or maintenance of said signs, and all damage incident to removal thereof. Any signs placed upon the Premises or anywhere on the Property shall be removed at Tenants expense upon the expiration or sooner termination of the term of this Lease or any extension or renewal thereof.

HOLDING OVER

59. In the absence of any written agreement to the contrary, if Tenant, with Landlord's consent, should remain in occupancy of the Premises after the expiration of the term of this Lease or any extension or renewal thereof, Tenant shall so remain as a tenant from month-to-month and all provisions of this Lease applicable of such tenancy shall remain in full force and effect. The Landlord, at his sole discretion, may increase rent, increase/add any tax or utility charges. If, however, Landlord shall give Tenant notice to vacate as of the end of the term of this Lease or any extension or renewal thereof, or as of the end of any month following termination, and Tenant shall fail to vacate the Premises on the stipulated date, then commencing on the date following the date of expiration of the term, Tenant shall pay double the monthly rent rate in effect paid during the last month of this Lease for each day that Tenant continues to occupy the Premises from and after such date.

ENVIRONMENTAL LAWS

60. Tenant covenants that with respect to Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or the Property or soil and ground water conditions, including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act or 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments of the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove all Hazardous Materials from the Premises, that were placed on the Premises by Tenant or Tenant's employees, agents, invitees or contractors, either after their use Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements. Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises or the Property of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the Premises if such Hazardous Materials were stored on the Premises or the Property by Tenant, its agents, employees, invitees or successors in interest.

For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or

Landlord Am Commercial Lease Agreement Tenant DM

toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

The warranties and indemnities contained in this section shall survive the termination of this Lease.

SUBORDINATION; ATTORNMEN; ESTOPPEL

61. This Lease shall be and hereby is made subject and subordinate at all times to the lien or security title of any mortgage granted by Landlord which may now or hereafter affect the real property of which the Premises forms a part, and to all renewals, modifications, consolidations, participations, replacements and extensions thereof. No further instrument of subordination shall be necessary to effect the provisions hereof. Notwithstanding the foregoing Tenant agrees to evidence this subordination by instrument in writing within ten (10) days of Landlord's written request for such subordination. The term "mortgage" as used in this Lease shall include deeds of trust and deeds to secure debt. Tenant acknowledges that any Landlord mortgagee has the right to subordinate at any time its interest in this Lease and the leasehold estate to that of Tenant, without Tenant's consent. Upon Tenant's written request Landlord will ask the holder of any mortgage affecting the Premises to agree, in writing, in recordable form, for itself, its successors and assigns, that the rights of Tenant under the Lease shall not be terminated, and the possession of Tenant shall not be disturbed by any mortgagee or by any proceeding on the debt which any such mortgage secures, or by any person, firm or corporation whose rights were acquired as a result of such proceeding or by virtue of a right or power contained in any such mortgage or the bond or note secured thereby and that any such sale at foreclosure will be subject to this Lease, subject however to the conditions requested by such mortgagee as a prerequisite to the execution of such agreement. The refusal of any such mortgagee to grant such non-disturbance agreement shall not give the Tenant the right to terminate this Lease nor constitute a breach by Landlord of this Lease, Landlord's obligation hereunder being solely to request such non-disturbance agreement from mortgagee.
62. If Landlord sells, transfers or conveys its interest in the Premises or this Lease or in the event of foreclosure of any such mortgage or sale of the Premises under the power contained therein, Tenant agrees that Tenant will attorn to said successor or purchaser at any such sale as Landlord for the balance of the then remaining term of the Lease, provided said successor or purchaser accepts the Premises subject to all of the terms and conditions of this Lease. Upon the request of Landlord or Landlord's successor, Tenant shall execute an agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by any prepayment of more than one month's rental (except the Security Deposit) or (b) any material amendment of this Lease made after the later of the Lease Commencement Date or the date that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.
63. Within ten (10) days after request from Landlord Tenant shall execute and deliver to Landlord an estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

ABANDONMENT

64. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

Landlord AM Commercial Lease Agreement Tenant AM

NOTICES

65. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address below, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the address shown below and notices to Agent, if any, shall be delivered or sent to the address set forth below. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

To Landlord:
IC Imagine Holdings, LLC
Rob Townley
110 Champion Way
Asheville, NC 28806

To Landlord's Agent:
Allen Stahl + Kilbourne
Megan Farley
20 Town Mountain Rd., Ste 100
Asheville, NC 28801



To Tenant:

BROKERS

66. Landlord shall indemnify and hold harmless Tenant against and in respect of any and all claims, losses, liabilities and expenses which may be asserted against Tenant by any broker or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord in respect of the transactions herein contemplated. Tenant shall indemnify and hold harmless Landlord against and in respect of any and all claims, losses, liabilities and expenses which may be asserted against Landlord by any broker or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant in respect of the transactions herein contemplated.

GENERAL TERMS

67. **State Indebtedness Clause.** No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit or taxing power of the State or its political subdivision.
68. **Snow Plowing.** Landlord manages snowplowing, shoveling, and sanding/salting for the parking lot areas, drives, and sidewalks at the Property. Costs for this service shall be considered Common Areas and Property operating expenses. Tenant understands that any additional snowplowing, shoveling and sanding/salting will be at Tenant's expense and Tenant agrees to use Landlord's service/contractor.
69. **No Waiver.** No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to subsequently demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.
70. **Time is of the Essence.** Time is of the essence in this Lease.
71. **Equitable Remedies.** Except as specifically otherwise provided, the parties agree that their obligations hereunder shall be enforceable by specific performance, and that Landlord and Tenant shall be entitled to restraint by injunction of the violation or attempted or threatened violation of any of their terms, covenants, conditions, provisions or agreements of this Lease. Except where stated to be exclusive or sole, the

Landlord  Commercial Lease Agreement Tenant 

specified remedies to which the parties may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which either party may be lawfully entitled in case of any breach or threatened breach of any provision of this Lease.

72. **Entire Agreement.** This Lease contains the entire agreement between the parties hereto, and no promises, agreements, conditions, or stipulations not contained herein shall be binding upon either party hereto.
73. **Binding Effect.** This Lease, and each and every provision hereof, shall be binding upon and shall inure to the benefit of Landlord and Tenant, their respective successors, successors-in-title, legal representatives, heirs and assigns, and each party hereto agrees, on behalf of itself, its successors, successors-in-title, legal representatives, heirs and assigns, to execute any instruments which may be necessary or appropriate to carry out and execute the purposes and intentions of this Lease, and hereby authorizes and directs its successors, successors-in-title, legal representatives, heirs and assigns, to execute any and all such instruments. Each and every successor in interest to any party hereto, whether such successor acquires such interest by way of gift, purchase, foreclosure, or by any other method, shall hold such interest subject to all of the terms and provisions of this Lease.
74. **Force Majeure.** Neither Landlord nor Tenant shall be liable for failure to perform any duty or obligation under this Lease where such failure has been occasioned by any act of God, fire, strike, unavoidable accident, natural disaster, epidemic or pandemic, war or any cause outside the reasonable control of the party who had the duty to perform.
75. **Counterparts.** This Lease may be executed in counterparts, each of which shall be an original, and all of which together shall constitute the same document and binding on Landlord and Tenant.
76. **Severability.** In the event any provision of this Lease is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.
77. **Authority.** Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party. If signing on behalf of an entity, the signatory represents and warrants that the entity was duly formed and in good standing and Tenant shall provide Landlord with corporate resolutions or other proof in a form acceptable to Landlord, authorizing the execution of the Lease at the time of such execution.
78. **Memorandum of Lease.** Upon request by either Landlord or Tenant, the parties hereto shall execute a memorandum of lease in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of the same.
79. **Modification.** No change or modification of this Lease shall be valid or binding upon the parties hereto unless such change or modification shall be in writing and signed by the party against whom the same is sought to be enforced.
80. **Applicable Law and Venue.** This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina. Any action regarding this lease must be brought in Buncombe County North Carolina.
81. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in North Carolina. Additional information regarding radon and radon testing may be obtained from your county public health unit. In no event shall Landlord be liable for direct or indirect, consequential or incidental damages arising from the existence or discovery of radon in the Premises.

Landlord AM Commercial Lease Agreement Tenant AM

82. **Captions.** The captions and headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Lease, on or in any way affect this Lease.

83. **Accord and Satisfaction.** Any payment by Tenant or receipt by Landlord of any amount that is less than the amount stipulated to be paid under this Lease shall be deemed to be made only on account of the stipulated amount. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such stipulated amount or pursue any other remedy provided for in this Lease or available at law or in equity.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed under seal the day and year first above written.

TENANT:

[Signature]
By:
Its: Campus pastor

LANDLORD:

Invest Collegiate Imagine, Inc.

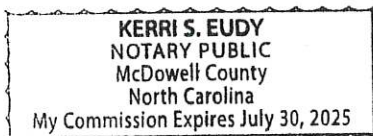
[Signature]
By:
Its: FINANCE DIRECTOR

STATE OF NORTH CAROLINA
COUNTY OF Buncombe

I Kerri S. Eudy, a Notary Public for McDowell County, North Carolina, certify that SIGNOR personally came before me this day and acknowledged to me that he or she is the POSITION of TENANT and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its POSITION, for the purpose stated therein.

Witness my hand and official seal this the 17th day of June, 2022.

(SEAL)



Kerri S. Eudy
Notary Public
My commission expires: 07/30/2025

STATE OF NORTH CAROLINA
COUNTY OF Buncombe

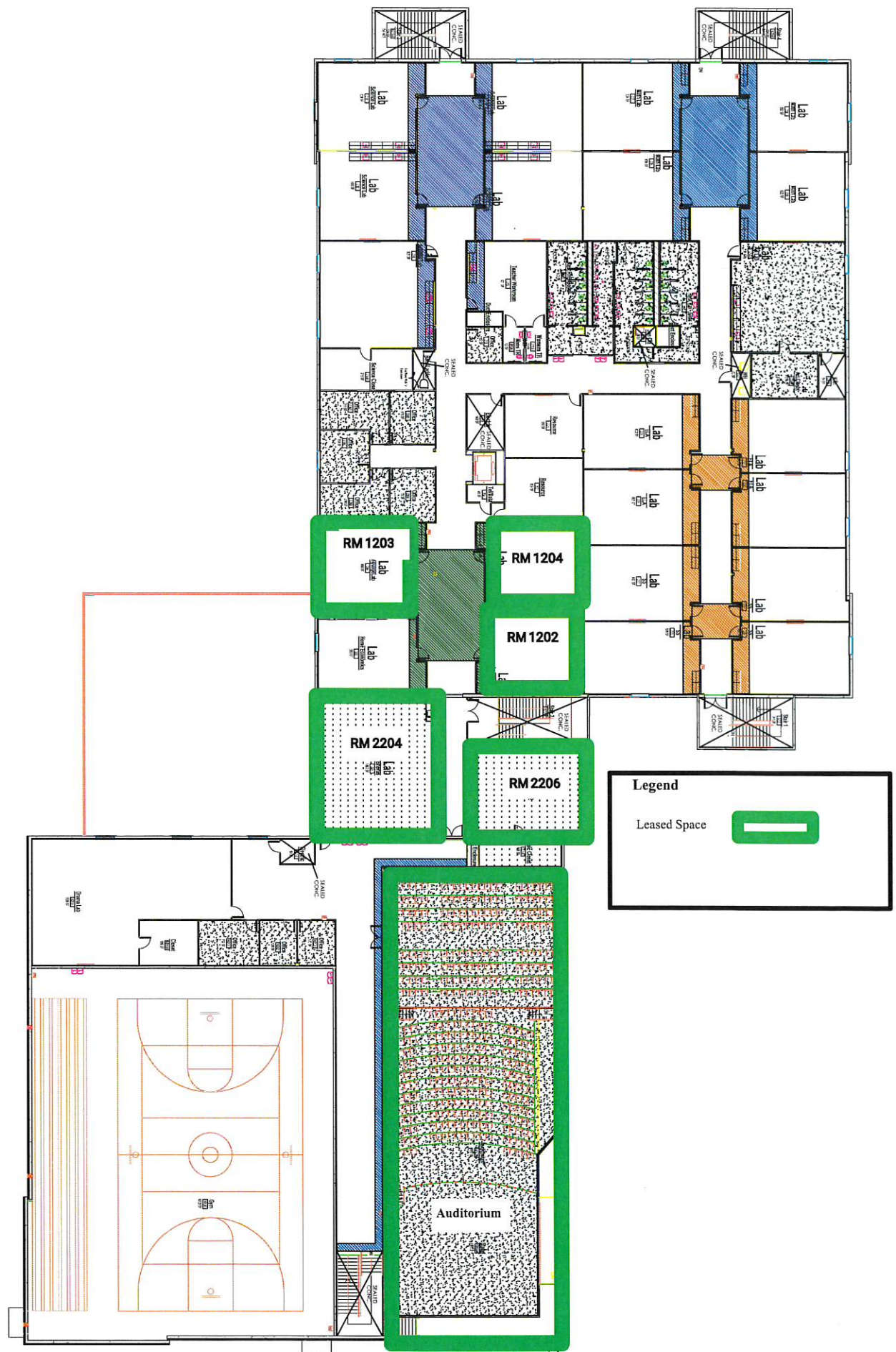
I Kerri S. Eudy, a Notary Public for McDowell County, North Carolina, certify that SIGNOR personally came before me this day and acknowledged to me that he or she is the POSITION of LANDLORD and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its POSITION, for the purpose stated therein.

Witness my hand and official seal this the 17th day of June, 2022.

(SEAL)

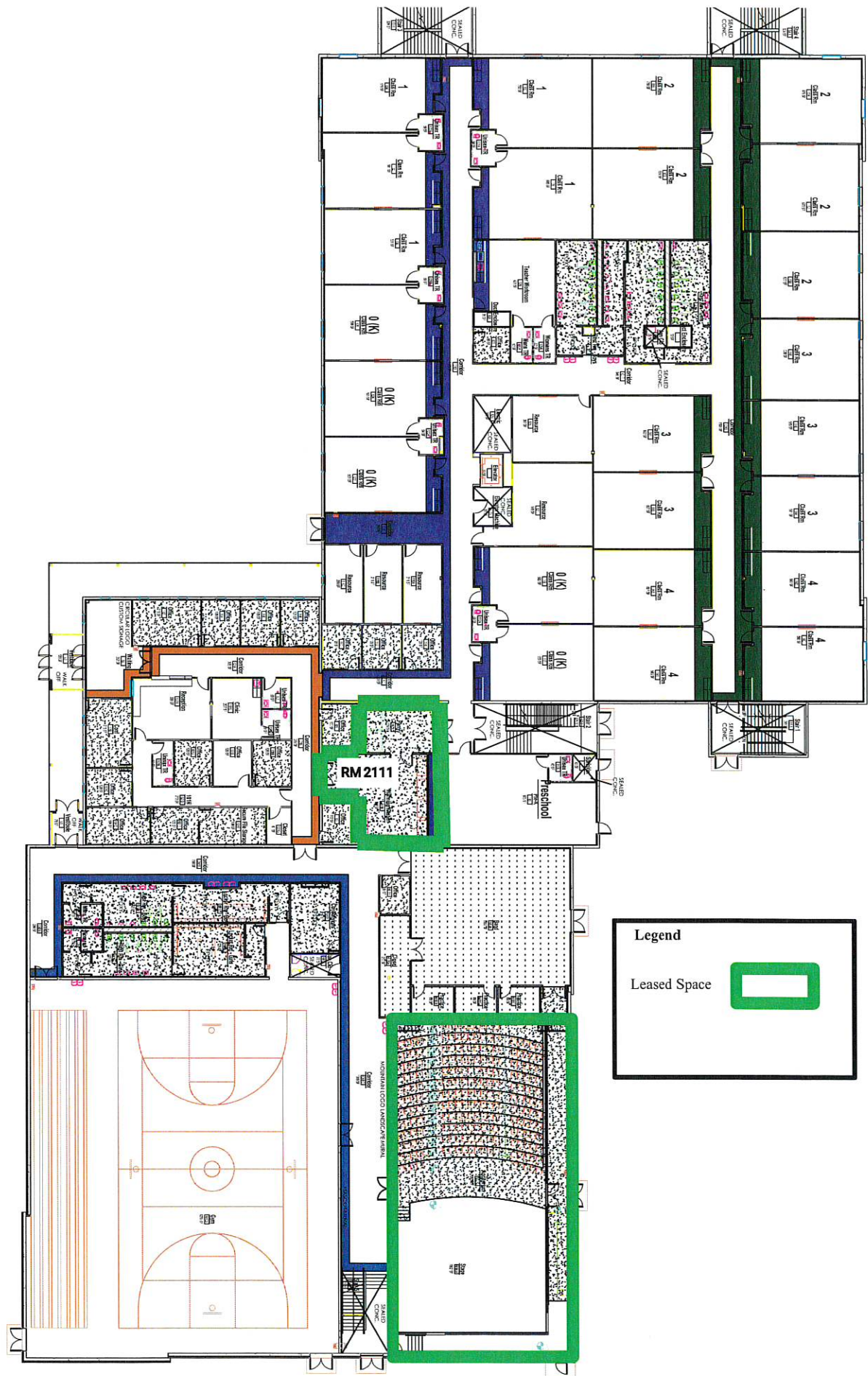
Kerri S. Eudy
Notary Public
My commission expires: 07/30/2025

Landlord [Signature] Commercial Lease Agreement Tenant AM

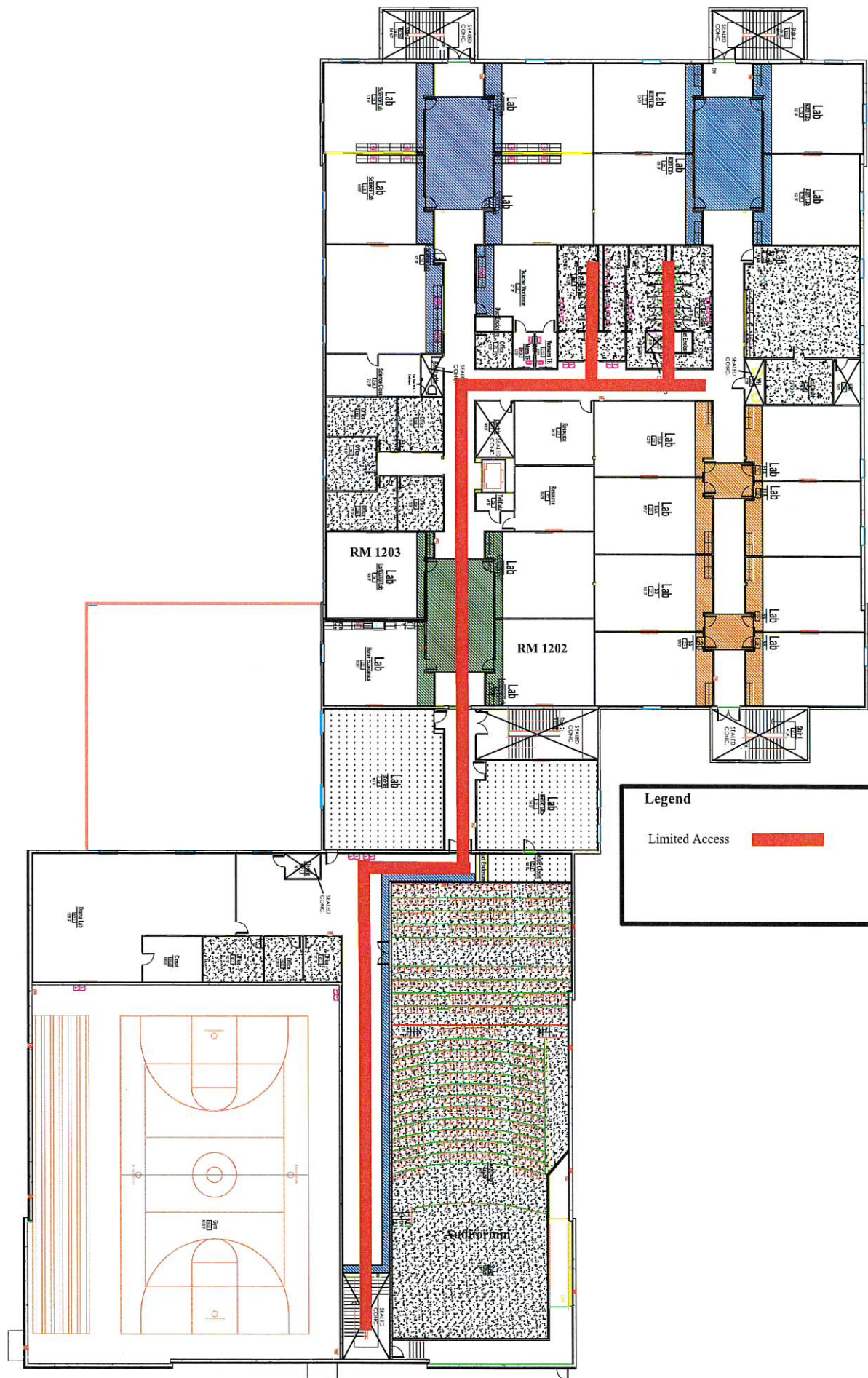


UPPER LEVEL FLOORING PLAN
IC IMAGINE CHARTER SCHOOL

EXHIBIT A



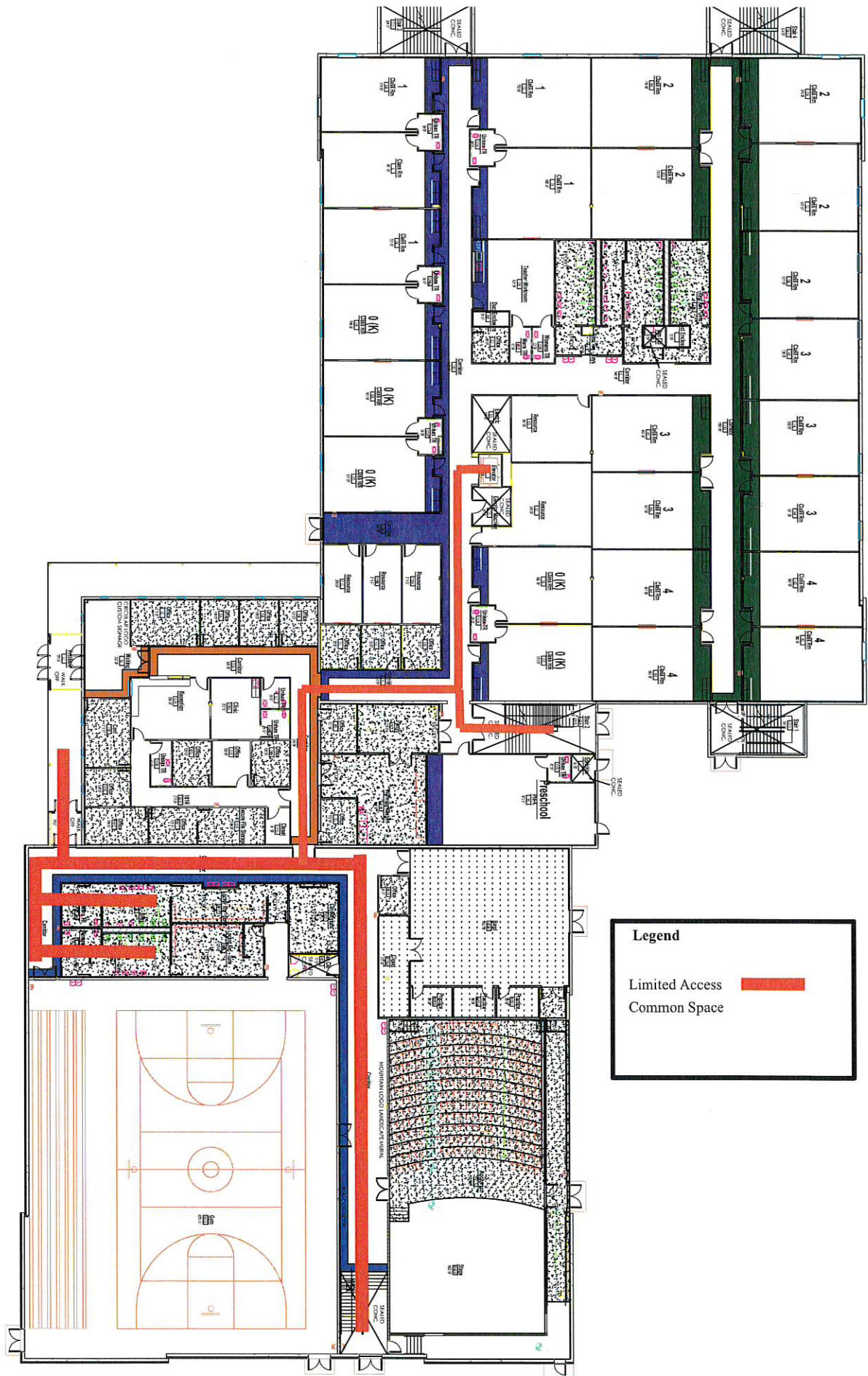
MAIN LEVEL FLOORING PLAN
IC IMAGINE CHARTER SCHOOL



Legend

Limited Access

UPPER LEVEL FLOORING PLAN
IC IMAGINE CHARTER SCHOOL



MAIN LEVEL FLOORING PLAN
IC IMAGINE CHARTER SCHOOL

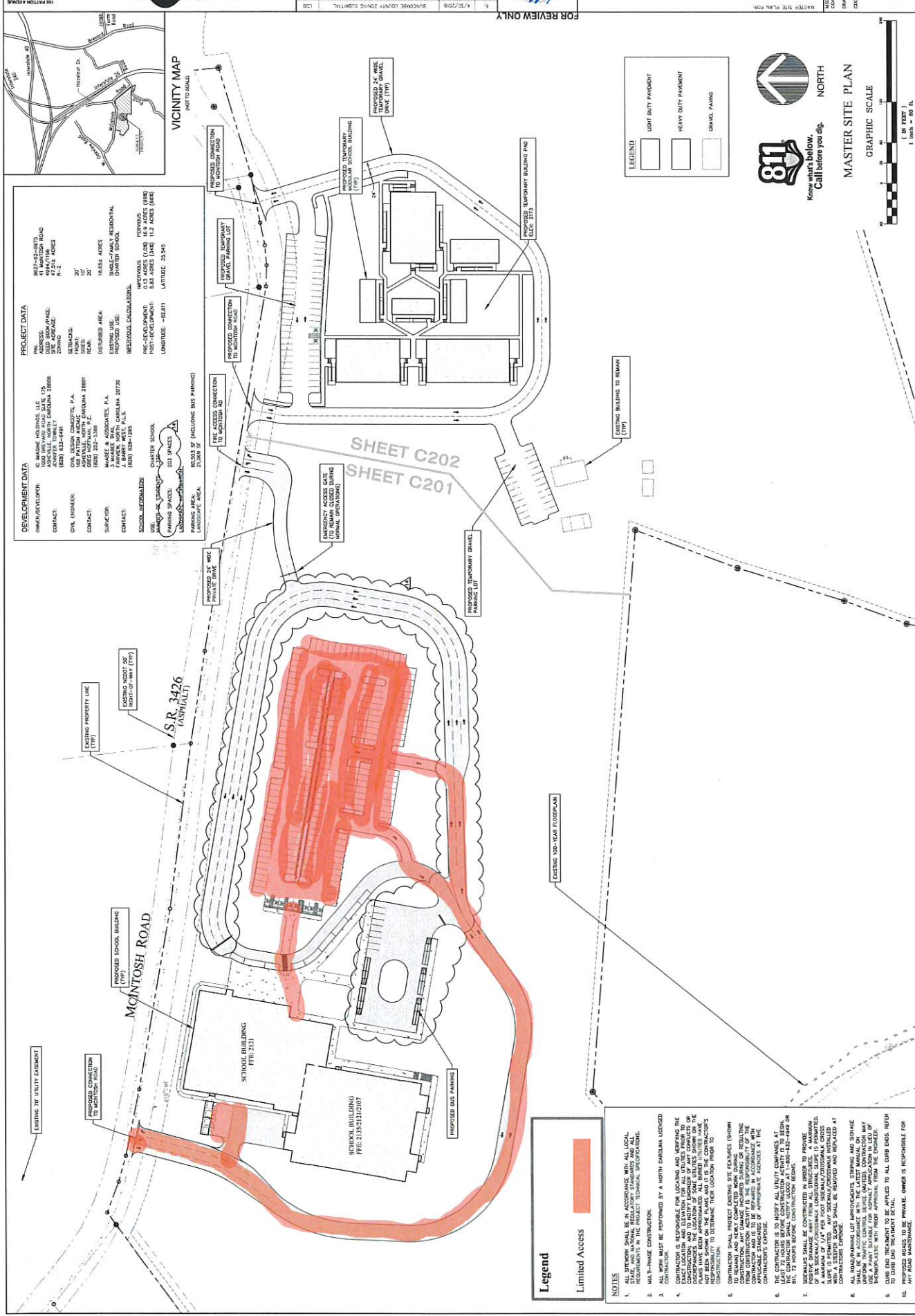


EXHIBIT B

RULES AND REGULATIONS

GENERAL GUIDELINES

1. The Head of the School has administrative control of the School buildings and grounds and shall have the authority to recommend approval or denial of requests for the usage of School facilities.
2. Games of chance, lotteries, or other activities classified as gambling cannot be conducted on the Property or on the Premises.
3. Pets are not permitted on school property or onto school grounds.
4. Alcoholic beverages, tobacco, or other products considered hazardous to health cannot be sold on the Property or on the Premises.
5. The Property and the Premises are "tobacco-free zones." Smoking, or use of any tobacco product, shall be prohibited on the Property or on the Premises at all times. Tobacco products are not permitted on the Property or on the Premises.
6. Firearms and facsimiles thereof are prohibited on school property per state and federal statute.
7. Open fire or flames are not permitted inside any facility unless permitted by fire regulations.
8. Activities in conflict with city or county ordinances or state laws are not permitted.
9. Schools shall not be available for private entertainment or parties.
10. Tenant activities must be sponsored by or provide for substantial participation by residents of Buncombe County living in or near the community in which the school is located.
11. Adequate adult supervision must be provided for each activity.
12. Users must comply with the requirements of the Americans with Disabilities Act (ADA) (particularly Subchapter III pertaining to Public Accommodations and Services Operated by Private Entities) and the federal regulations that have been adopted for the implementation of the ADA.
13. The Landlord reserves the right to deny the use of a facility to any person or organization at any time and it is the final authority on the interpretation and modification of the policy on use of the Property, Premises and school facilities. In particular, the Landlord reserves the right to deny the privilege of continued use of facilities to any user who does not comply with all regulations or who fails to take adequate steps to protect school property.
14. All use of schools by non-school groups shall automatically be canceled when schools must be closed due to inclement weather or other emergency conditions, and school facility use may be excluded during school holidays (option of the Head of School).
15. School system employees shall be treated with respect at all times.
16. Tenant is responsible for seeing that vehicles use prescribed parking areas only.
17. School facilities will not be structurally or cosmetically altered for the user without the express permission of the Head of School, Facilities Director or designee.
18. Facilities must be properly maintained during use and returned to the school in similar condition, reasonable wear and tear excepted.

19. All loading and unloading of goods shall be done only at such times, in the areas and through such entrances as may be designated for such purposes by Landlord.
20. To keep all garbage and refuse in an appropriate container and arrange for collection and disposal in the manner in accordance with municipal regulations.
21. To keep the outside areas of the Demised Premises clean and not to burn, place or permit any rubbish, junk, track or other unsightly objects on or about the Demised Premises.
22. To keep the Demised Premises clean, orderly, sanitary and free from objectionable odors and from insects, vermin and other pests.
23. Tenant shall not permit the obstruction of any Common Areas
24. Landlord reserves the right to refuse access to any persons Landlord in good faith judges to be a threat to the safety, reputation, or property of the Building and/or its occupants.
25. Tenant shall not alter any lock or install new or additional locks or bolts.
26. Tenant shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
27. Tenant shall not deface the walls, partitions or other surfaces of the Premises or the Building.
28. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency.
29. All furniture and other items shall be moved back to the original positions before leaving each week. All lease spaces shall be left as they are found.

ADVERTISING, PUBLICITY AND SIGNAGE

30. Users must have obtained approval for facility use prior to advertising.
31. All publicity must carry the name of the individual or group sponsoring the event.
32. Neither Landlord nor the School shall be listed as a sponsoring agency on any materials.
33. Signage may be placed on School property during the Tenant's approved time of use.
34. Signage displayed must be temporary in nature and must be in compliance with all local regulations.
35. Tenant must remove all signage from the Premises and Property by the upon completion of an event.

PARKING

36. Parking areas shall be used only for parking vehicles no longer than full size passenger automobiles.
37. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities.
38. Users of the parking areas will obey all posted signs and park only in the areas designated for vehicle parking.

39. The maintenance of vehicles in the parking areas or Common Areas is prohibited. The washing, waxing or cleaning of vehicles in designated areas shall only be permitted with the written consent of Landlord and during normal business hours.
40. Tenant shall be responsible for seeing that all its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.

CLEANING

41. All leased areas shall be cleaned and disinfected after each use.
42. All disinfecting products will be used according to the product label.