



The Helena Public Schools educate, engage, and empower each student to maximize his or her individual potential with the knowledge, skills and character essential to being a responsible citizen and life-long learner.

**Board of Trustees
Facilities & Technology Committee Meeting**

Monday, February 9, 2026– 12:00 p.m.

Lincoln Conference Room and Microsoft Teams

Members of the public are able to attend remotely by clicking here:

[Join the meeting now](#)

AGENDA

I. CALL TO ORDER/INTRODUCTIONS

II. REVIEW OF AGENDA

III. GENERAL PUBLIC COMMENT: *This is the time for comment on public matters that are not on the agenda. Public matters do not include any pending legal matters, private personnel issues or private student issues. Please do not attempt to address such issues at this time or you will be ruled out of order. The Board cannot enter into a discussion during General Public Comment.*

IV. REVIEW OF 1.12.26 FACILITIES & TECHNOLOGY COMMITTEE MEETING MINUTES

V. NEW BUSINESS

- A. Technology Monthly Update
- B. Facilities Monthly Update

VI. BOARD & SUPERINTENDENT COMMENTS

VII. ADJOURNMENT



The Helena Public Schools educate, engage, and empower each student to maximize his or her individual potential with the knowledge, skills and character essential to being a responsible citizen and life-long learner.

**Board of Trustees
Facilities & Technology Committee Meeting**

Monday, January 12, 2026

1:00 p.m.

Lincoln Campus & Teams

MINUTES

ATTENDEES

Trustees: Others:

Siobhan Hathhorn, Committee Chair
Janet Armstrong, Trustee
Keith Meyer, Trustee

Todd Verrill, Facilities Director
Rex Weltz, Superintendent
Lona Carter, Student Health Services
& Special Education Director
Kaitlyn Hess, Data & Federal
Programs Director
Jane Shawn, HEA President
Gary Myers, Educational Technology Director
Josh McKay, Assistant Superintendent 6-12
Justine Alberts, Assistant Superintendent
PreK-5
Keri Mizell, Human Resources Director
Sam Holman, Business Director
Candice Delvaux, Executive Assistant
Allison Balboni, Professional Development
Specialist & Administrative Assistant,
Valice Stevens, Administrative Assistant
Several Representatives from Ameresco
Guest of the Public

I. CALL TO ORDER & INTRODUCTIONS

Trustee Siobhan Hathhorn called the meeting to order at 1:00 p.m.

II. REVIEW OF AGENDA

The committee reviewed the agenda, and no changes were requested.

III. GENERAL PUBLIC COMMENT

There was no general public comment.

IV. REVIEW OF MINUTES

The Facilities and Technology Committee reviewed and accepted the 12/8/25 Facilities and Technology Committee Meeting minutes.

V. NEW BUSINESS

A. Technology Monthly Update

Mr. Gary Myers, Director of Educational Technology, presented a monthly technology update to the Facilities and Technology Committee.

Technology Update January 2026

State Reporting:

- Spring Count Day February 2 (Due February 12)
- Changes to certification system available in mid-January

Applications:

- Student Password Update
 - Resources for Teachers
 - 3-12, 2nd over the Summer
- Ticket statistics for December:
 - Tickets Created: 349
 - Tickets Solved: 473
 - One touch: 60%
 - Less than 1% reopened
 - Chromebook backlog
- Ongoing assessment support
- Safety and Security:
- Camera Server update
- Feature Overview: Jim Daanen
- Training Progress
- Kindersprouts Door Fob progress: Smith, Warren, Kessler

Network and Systems:

- Network Engineer Position Open

Technology and the Bond Process:

- Looking at various teacher projection options

Mr. Myers addressed all questions posed by the Facilities and Technology Committee regarding the information he presented.

B. Facilities Monthly Update

Mr. Todd Verrill, Facilities Director, presented a monthly facilities update to the Facilities and Technology Committee.

Facilities and Maintenance Update

January 2026

Projects Last 30 Days:

- Ameresco performance contracting update
- Kessler room addition
- Broadwater Elementary ceiling and light fixture replacement (fire damage)
- Bryant interior painting complete
- Support for winter sports and winter performances
- CRA band room instrument shelving replacement
- Wind damage (\$20-\$25K total):
 - Lincoln Center (8 trees removed)
 - Hawthorne, PAL, CHS (1 tree at each campus)
 - CRA roof damage
 - Central siding damage
 - Rossiter and Smith power outages

Current Projects

- Central and JD interior painting
- Smith Elementary:
 - Boiler project is ongoing
 - Solar design complete. Working with SMA for bidding documents
- Central Elementary site improvements

Staff:

- 100% staffed on the maintenance side

December Work Orders

Completed: 355

Custodial Update

Custodial Projects:

- After school activities support (speech and debate, basketball, wrestling, YMCA basketball)
- Steady-state operations
- Cost increases for custodial supplies. We are looking at options moving forward

Staff:

- Current # vacancies: 5
- Hired 3 new

Safety and Security Update

- Fire marshal re-inspections
- MT DOL inspections
- Planning for PARA training

Mr. Verrill concluded with a brief architectural and construction update and addressed all questions posed by the Facilities and Technology Committee regarding the information presented.

C. Energy Savings Performance Contract Update-Ameresco

Representatives from Ameresco provided an update on the Energy Savings Performance Contract (ESPC) work completed to date for the Helena School District. Ameresco shared background on the firm's longstanding presence in Montana and its experience delivering K-12 energy and facility improvement projects statewide, including prior work with the district.

Ameresco summarized the results of recent audits conducted at elementary district facilities, focusing on building performance, energy use, maintenance and operational efficiencies, and long-term cost savings. The ESPC approach, authorized under Montana statute, was described as a method to identify and monetize energy, maintenance, and operational savings over time in order to fund critical facility improvements while accounting for inflationary impacts on future construction costs.

Potential improvement areas discussed included replacement of aging boiler systems, HVAC upgrades to improve efficiency and ventilation, modernization of building controls, conversion to

LED lighting, and consideration of solar photovoltaic systems. Ameresco noted that many existing systems are well beyond their useful life and that the proposed upgrades would bring older facilities closer to the performance standards of newer schools, improving comfort, air quality, and energy efficiency.

Ameresco compared a traditional pay-as-you-go capital funding approach with an ESPC delivery model. The ESPC approach would allow priority projects to be implemented earlier through financing, capturing energy savings sooner and reducing long-term costs associated with construction inflation. Financing options through the INTERCAP loan program were discussed, along with the projected impacts to the district's building reserve fund over the term of the agreement.

Additional opportunities were identified, including grant-funded replacement of domestic water piping at select facilities and ensuring that proposed upgrades align with long-term facility plans. The next step will be for Ameresco to finalize cost estimates, budgets, and contractual terms, and to prepare and present the Investment Grade Audit, which will serve as the basis for both project approval and the construction contract.

D. Opening of May Butler Center RFP Proposals

The district did not receive any proposals in response to the RFP for the May Butler Center.

E. Opening of Hawthorne RFP Proposals

One proposal was received for the Hawthorne Elementary building, submitted by Mr. Bob Schmitt. The proposal outlines a two-year plan to repurpose the existing Hawthorne Elementary School facility into a multi-purpose community center. The proposal will next be evaluated and scored, after which it will be presented to the full Board of Trustees at the February board meeting with a recommendation for consideration.

VI. BOARD/SUPERINTENDENT COMMENTS

There were no further comments.

VII. ADJOURNMENT

Trustee Siobhan Hathhorn adjourned the meeting at 1:58 p.m.

Technology Update

February 2026

State Reporting:

- Finishing Teacher-Class and Accreditation
- Building new report cards, transcripts, and other reports

Applications:

- Canva Integration
 - Added SSO for Students
- NAEP Setup and Support
- Ticket statistics for January:
 - Tickets Created: 665
 - Tickets Solved: 925
 - One touch: 54.7%
 - 100% satisfaction
 - Chromebook backlog
- Ongoing assessment support

Safety and Security:

- HHS Gym Audio (With facilities)
- Kindersprouts Door Fob progress: All complete

Network and Systems:

- Network Engineer Position interviews

Copier Center Improvements:

- Ordering
- Costs

Questions?

Facilities and Maintenance Update
February 2026

Projects Last 30 Days:

- Ameresco performance contracting ongoing
- Support for winter sports and winter performances
- Wind damage insurance claim
- Early grounds work (landscaping and tree trimming)
- Air handlers: filters and motor maintenance

Current Projects

- Facilities warehouse lease (see attached memo)
- Central and JD interior painting 30% complete
- Smith Elementary:
 - HVAC project ongoing
 - Solar project out to bid soon
- Central Elementary site improvement project out to bid soon
- Preparing roof projects for HMS and Jefferson

Staff:

- One grounds employee returning to Rossiter as the daytime custodian.... **Thank you Mr. Poppe!!!**

January Work Orders

Completed: 299

Custodial Update

Custodial Projects:

- After school activities support
- Working with Staples on supply cost reduction
- Preparing summer floor replacement plan

Staff:

- Current # vacancies: 6
- Awaiting background checks on 2

Safety and Security Update

- Met with district safety committee and Rossiter teachers regarding environmental testing at school
- Mr. Higgins will attend the Montana Safety Fest in April. Hosted by Montana DOL-I
- Coordinating CPR refresher training for district nurses and other employees

ENERGY PERFORMANCE CONTRACTING RESOLUTION

At a regular meeting of the Helena Public Schools Board of Trustees held on February 10, 2026, the following resolution was introduced:

WHEREAS, the Helena Public Schools Board of Trustees has commenced plans to implement a Phased Energy Performance project to address key energy and facility upgrades, including improvements to lighting, heating, ventilation, and air conditioning (HVAC) systems, domestic water piping and the installation of photovoltaic systems. These enhancements will address energy consumption, indoor air quality (IAQ), and other infrastructure improvements aimed at renewing critical facilities, enhancing the learning environment, and reducing utility, operational, and maintenance costs; and

WHEREAS, funding for this project will come from a variety of sources which may include building reserve funds, grant programs, and financed funds repaid with guaranteed cost savings from reductions in utility, operations, and/or maintenance expenses per [MCA 20-9-471-2\(b\)](#); and

WHEREAS, “Guaranteed cost savings” must be measured against agreed baselines; “Operation and maintenance cost savings” are defined as measurable decreases in O&M costs resulting directly from the measures. [MCA 90-4-1102](#) (8) and (11).

WHEREAS, the Trustees have determined that proceeding with the implementation of a Phased energy performance contract to complete these key energy and facility upgrades is in the best interest of the Helena Public Schools. In accordance with [MCA 90-4-1103](#) and [MCA 20-9-204\(6\)](#), a Request for Proposal was issued with responses due May 30, 2025. Helena Public Schools selected Ameresco, Inc. as the Energy Services Company at the June 10, 2025 Helena Public Schools board meeting; and

WHEREAS, the Trustees anticipate the implementation of the energy and facility upgrade project will consist in a phased approach according to the provided Energy Services Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Helena Public Schools Board of Trustees moved to adopt this resolution declaring their intent to use selected qualified energy savings provider (ESP), Ameresco, Inc., for energy performance contracting services and enter into a Phased Energy Services Agreement as noted above at the regular meeting of the Board of Trustees.

ATTEST:

Superintendent
Helena Public Schools

Board Chair
Helena Public Schools

Todd J. Verrill

Director of Facilities
1201 Boulder Ave.
Helena, MT 59601
(406) 324-1734
tverrill@helenaschools.org

Helena School District Board of Trustees

1325 Poplar St.
Helena, MT 59601-0939
boardoftrustees@helenaschools.org

10 February 2026

Dear Helena School District Board of Trustees,

I respectfully request the board of trustees approve the commercial lease of a warehouse and equipment yard located at 1401 N. Oakes Street for use by the district facilities department (see attached map). As a result of the new district kitchen construction on the property currently being used by the facilities department, we need a replacement facility and space to store supplies, vehicles, and equipment for the next five years. Currently, the facilities and custodial departments use two cold storage warehouses (3,300 sf) and a vehicle and equipment yard (34,000 sf). We use this outdoor space to park/store 10 work trucks, 12 trailers, 20 miscellaneous pieces of equipment, and four storage sheds. The N. Oaks Street property offers approximately 4,480 sf of cold storage, 840 sf of heated storage, and 22,264 sf of yard space.

The owner of the Oakes Street property is JC Hunter, LLC out of Missoula and they have agreed in principle on the terms of the proposed lease agreement. Megan Morris of Kaleva Law Office reviewed the lease and deemed it legally acceptable for the district. The owner is proposing a \$5,000 monthly lease amount for a term of five years starting on 1 March 2026 through 28 February 2031.

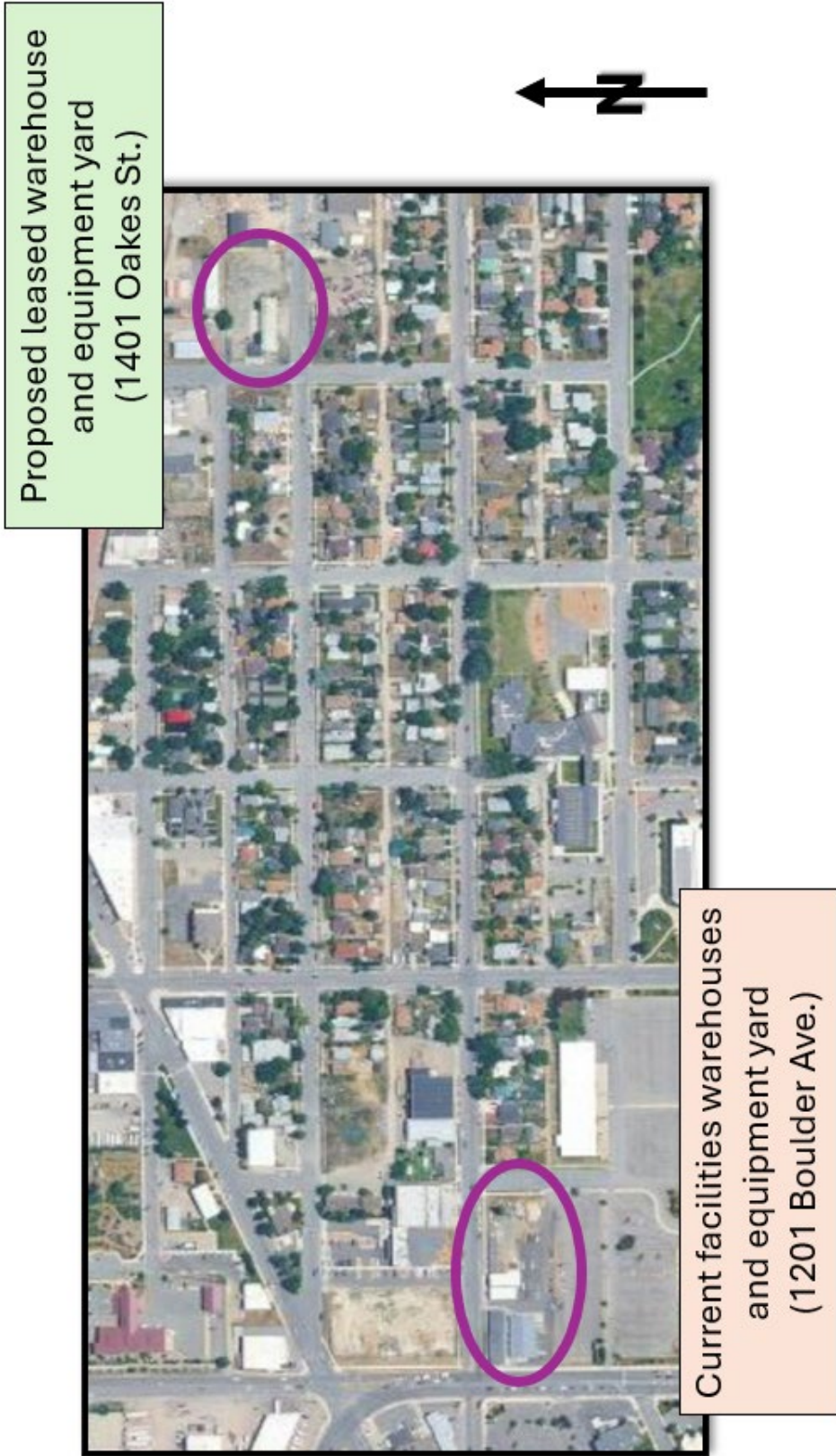
Leasing this property will allow the facilities and custodial departments to continue operating efficiently throughout construction of the new district kitchen, Helena High, Capital High, and Kessler Elementary Schools. The district will fund the \$60,000 yearly lease costs from the Building Reserve Fund, the Interlocal Fund, or from the Ray Bjork building lease proceeds (TBD).

Sincerely,



Todd J. Verrill

2 Attachments



COMMERCIAL LEASE AGREEMENT

This commercial lease agreement, herein referred to as "Lease", made and entered into this _____ day of _____, 2026, to be effective the 1st day of March 2026, by and between CJ Hunter, LLC, a Montana Limited Liability Company, herein referred to as "Lessor", and Helena School District, herein referred to as "Lessee".

WITNESSETH:

Lessor, in consideration of the rents to be paid and covenants contained in this Lease, agrees to lease to Lessee, and Lessee, in consideration of the right to occupancy and covenants contained in this Lease, agrees to lease from Lessor, a portion of the real property situated in Lewis and Clark County, Montana, more particularly described as follows:

1401 N. Oakes Street, Helena, Montana 59601

The property leased and the terms and conditions of the Lease are as follows:

1. The Leased Premises. Lessor hereby leases to Lessee the real property described above, commonly known as 1401 N Oakes Street, Helena, Montana 59601 which consists of Approximately 5,584 square feet of building and approximately 22,264 square feet of yard space together with all buildings, improvements and appurtenances attached to the real property, all collectively referred to in this Lease as the "Leased Premises" (See Exhibit "A" attached Hereto). Lessor represents and warrants that the leased premises is in good and habitable and usable condition. Lessee has inspected the Leased Premises and accepts the Leased Premises as "AS IS" and "WITH ALL FAULTS" and acknowledges the Leased Premises is in good and habitable condition. Provided, however that the landlord shall provide the leased premises in broom clean condition, free and clear of all waste and debris, at the commencement of the lease.

2. Term. The term of this Lease shall commence on March 1, 2026, and expire on February 28, 2031, unless terminated earlier or renewed as set out below.

3. Option to Extend. Lessee has the option to extend this Lease for an additional one year through February 29, 2032, upon the terms herein provided. Notice of intent to extend the Lease must be given no less than ninety (90) days prior to the expiration of the then existing term of the Lease. The option is dependent upon continuation of the Lease in full force and effect and the absence of default by Lessee.

4. Rent. Lessee shall pay to Lessor monthly rent in the amount of five thousand and no/100 U.S. dollars (\$5,000.00). Monthly rent shall be paid without demand or notice on the first day of each month during the term of the Lease to Lessor at PO Box 17732, Missoula, Montana 59808. Should Lessee fail to pay

the monthly rental fee or any portion thereof when due, Lessee shall pay one hundred and no/100 dollars (\$100.00) after five (5) days and thirty-five and no/100 dollars (\$35.00) per day thereafter as additional rent.

4A. Security deposit of \$5,000.00 is required prior to moving in.

4B. Annual Increase. During the term of this Lease, for any calendar year in which the U.S. Consumer Price Index for All Urban Consumers, as published by the Bureau of Labor Statistics (the "CPI") increases by more than five percent (5%), the rental amount for the Lease shall be increased by the percentage that the CPI exceeds five percent (5%). Payment of this revised rental amount will begin on the first day of May immediately following the applicable calendar year and shall thereafter become the rental amount under this Lease. The rental amount shall not be decreased under the terms of this section unless mutually agreed upon by the Parties. Should the Parties mutually agree to reduce the rental amount, such agreement must be reduced to writing and signed by the Parties and attached to this Lease as an addendum.

5. Utilities. Lessee shall, at Lessee's expense, pay for all utility service on the Leased Premises, including, but not limited to sewer, water, gas, electricity, trash, internet and telephone services.

6. Taxes. Lessor shall pay all taxes and assessments with respect to the Leased Premises.

7. Use of Leased Premises. Lessee agrees to occupy and use the Leased Premises in a lawful manner for any legal use, including, without limitation, office, warehouse, storage of materials and equipment, outdoor storage, laydown yard, parking of passenger and commercial vehicles, including overnight. Lessee shall not permit the use of the Leased Premises for any other purposes without the advance written consent of Lessor.

8. Liability and Insurance. Lessee shall indemnify, defend, and hold Lessor harmless from all claims, damages, suit or causes of action resulting from injury to person or property arising out of the use or occupancy of the Leased Premises to the extent caused by Lessee's negligence or willful misconduct. Lessor shall indemnify, defend, and hold Lessee harmless from all claims, damages, suit or causes of action resulting from injury to person or property arising out of its rights and obligations as Lessor under this Lease of the Leased Premises to the extent caused by Lessor's negligence or willful misconduct.

Lessee shall carry and maintain commercial general liability insurance to insure against such liability in the amount of one million and no/100 dollars (\$1,000,000.00) to any one person and two million and no/100 dollars (\$2,000,000.00) for any one accident and not less than five hundred thousand and no/100 dollars (\$500,000.00) for property damages. Lessee shall cause Lessor to be included as an additional insured on the above-referenced policy. for liability assumed by Lessee under the indemnification

provisions in this Lease. Notice of the procurement of an insurance policy consistent with this paragraph shall be given to Lessor on the signing of this Lease and notice of renewals of the policy shall be sent to Lessor within ten (10) days of receipt of notice by Lessee.

Lessor shall also procure commercial general liability insurance in a minimum amount of one million and no/100 dollars (\$1,000,000.00) to any one person and two million and no/100 dollars (\$2,000,000.00) for any one accident and not less than five hundred thousand and no/100 dollars (\$500,000.00) for property damages. Lessor shall cause Lessee to be named as an additional insured on these insurance policies.

The parties shall provide notices of the procurement of their respective insurance policies consistent with this paragraph shall be provided to each other on the signing of this Lease, and notices of renewals of the policies shall be presented to the parties within ten (10) days of receipt of said notices.

In addition, or in conjunction with the aforementioned liability policies, Lessor shall procure and maintain at Lessor's own expense during the term of the Lease, fire and casualty insurance concerning the premises in amount necessary to replace the improvements on the Leased Premises. Lessee specifically acknowledges that Lessee shall obtain and pay for any insurance coverage regarding content of the Leased Premises that Lessee deems necessary to protect Lessee from any loss or expense that Lessee may incur.

9. Maintenance of the Leased Premises. Lessee shall, at all times, keep the Leased Premises and all improvements to the Leased Premises and all fixtures, equipment and appurtenances to the Leased Premises, including the lighting, heating and plumbing fixtures, in good condition and repair (but not including the replacement thereof, unless and to the extent necessary as a result of Lessee's negligence or willful misconduct) when necessary. Lessee shall be liable for any damages to the Leased Premises which result from Lessee's failure to adhere to the above-stated maintenance requirements. Notwithstanding anything to the contrary, Lessor shall be responsible for the maintenance, repair and replacement of the building structures, including without limitation, the roof, the foundation, exterior walls, windows, slab, underground utilities and plumbing lines outside of the building and underneath the building slab. Notwithstanding anything contained herein to the contrary, Lessee's maintenance and repair obligations shall not exceed two thousand and no/100 dollars (\$2,000.00) per lease year, beyond which shall be the responsibility and expense of Lessor ("Repair Cap").

10. Liens and Encumbrances. Lessee shall not permit any mechanics lien or other lien or encumbrance of any nature to be placed upon the leased premises as a result of any work done to or on the Leased Premises by or on behalf of the Lessee. If any such lien or encumbrance attaches to the Leased Premises, Lessee shall cause the lien to be discharged and released within thirty (30) days of the filing or attachment of the lien or encumbrance.

11. Damage or Destruction to the Leased Premises. Lessee agrees to notify Lessor promptly of any damage to the Leased Premises resulting from fire, earthquake, or other identifiable event of sudden,

unexpected or unusual nature ("Casualty"). If the Leased Premises is damaged by a Casualty to the extent that the Lessee does not have reasonable access to the Leased Premises or to the extent the Lessee's business operations are unreasonably disrupted and if neither the Lessor or Lessee has elected to terminate this Lease under the succeeding sections of this Lease, the Lessor shall promptly and diligently restore the Leased Premises to substantially the same condition as it existed immediately prior to the Casualty, except for modifications required by building codes and other laws and modifications considered desirable by the Lessor ("Lessor's Obligation to Repair"), and the Lessee shall promptly and diligently install and construct all tenant improvements on the Leased Premises in substantially the same condition as they existed immediately prior to the Casualty, except for modifications required by building codes and other laws or considered desirable by Lessee. ("Lessee's Obligation to Repair"). It is Lessor's and Lessee's intent that the Lessor's Obligation to Repair and the Lessee's Obligation to Repair shall not exceed Ninety (90) days from the date of the Casualty ("Repair Period"). Lessor's Obligation to Repair or to return the Leased Premises to the condition prior to the Casualty and Lessee's Obligation to Repair, is subject to reasonable delays for insurance adjustment and other matters beyond the Lessor's reasonable control and subject to other clauses of this Section.

a. Repair Period Notice. Within thirty (30) days of the date of the Casualty, Lessor shall notify Lessee whether Lessor can comply with Lessor's Obligations to Repair within the Repair Period, and Lessee shall notify Lessor whether Lessee can comply with Lessee's Obligations to Repair within the Repair Period, based upon good faith estimates obtained from a Montana licensed contractor, and subject to Section 10.

b. Lessor's Option to Terminate or Repair. The Lessor may elect either to terminate this Lease or to commence and diligently pursue Lessor's Obligation to Repair if: (a) the Repair Period Notice estimates that the period of time necessary for repairing the Leased Premises exceeds the Repair Period; (b) the estimated repair costs exceed the insurance proceeds, if any, available for such repairs (not including the deductible, if any), plus any amount that the Lessee is obligated or elects to pay for such repair; (c) the estimated repair costs of the Leased Premises even though covered by insurance exceeds fifty percent (50%) of the full replacement cost; or (d) the Leased Premises cannot be restored except in a substantially different structural or architectural form than existed before the Casualty. The Lessor's election shall be stated in the Repair Period Notice.

c. Lessee's Option to Terminate. The Lessee may elect either to terminate this Lease or commence and diligently pursue Lessee's Obligation to Repair if:

(i) The Repair Period Notice provided by the Lessor indicates that the anticipated period for repairing the Casualty, exceeds the Repair Period; or

(ii) The completing of Lessee's Obligation to Repair exceeds the Repair Period.

Lessee shall provide Lessor notice of exercise of the option to terminate the Lease within thirty (30) days of the occurrence of the event which is the basis for termination; otherwise, Lessee waives its right to terminate the Lease.

d. Rent Abatement Due to Casualty. Lessor and Lessee agree that, if the Casualty was not the result of the negligence or willful misconduct of the Lessee or Lessee's employees, contractors, licensees or invitees, the Lessee shall be provided with a proportionate abatement of rent based upon the useable square footage of the Leased Premises rendered unusable (due to physical damage to the Leased Premises or unavailability of access) and not used by the Lessee. That proportional abatement, if any, shall be provided during the period beginning on the date of the Casualty and ending on the date the governing body issues a Certificate of Occupancy for the portion of the Leased Premises damaged by casualty, but in no event longer than the Repair Period, unless construction exceeding the Repair Period is due to causes beyond the reasonable control of Lessor or Lessee.

12. Alterations. Lessee shall not make any alterations, additions or improvements to the Leased Premises without Lessor's written consent, which consent shall not be unreasonably withheld, conditioned, denied, or delayed. All alterations, additions and improvements made by Lessee to the Leased Premises shall be deemed to have attached to the Leased Premises when made or installed, become part of the Leased Premises of Lessor and shall remain with the Leased Premises upon termination of the Lease.

13. Parking. During the term of this Lease, Lessee is granted the exclusive right for the use of Lessee and Lessee's employees, agents, and invitees of the parking areas which are part of the Leased Premises.

14. Common Areas. While Lessee is the sole tenant, Lessee shall be responsible for maintenance and upkeep for all common areas, including the parking lot, sidewalks, landscaping, loading dock, and any other area that is in or on the real property, exclusive of the Leased Premises. Maintenance shall include, but not be limited to, snow and ice removal, irrigation and lawn maintenance, landscaping costs, janitorial services, and interior and exterior general upkeep.

15. Securing the Premises. Lessee will take all necessary steps to ensure that the door to the leased premises is locked and secured at the close of each business day. Lessee will notify Lessor any time there is a need to enter the premises after hours to ensure that Lessor may assist Lessee in turning off the alarm system.

16. Eminent Domain. If any part of the Leased Premises shall be acquired or condemned by eminent domain, the term of this Lease shall cease and terminate as of the date Lessee is required to vacate the Leased Premises. Rent shall be paid to that date, and Lessee shall have no claim against Lessor for the value of the unexpired term of this Lease.

17. Compliance with Laws. Lessee shall not violate any applicable laws, ordinance, statutes and regulations pertaining to Lessee's specific use of the Leased Premises and the operation of Lessee's business. Lessor shall comply with all other laws, ordinances, statutes and regulations affecting the Leased Premises.

18. Lessor's Right to Prevent Default. Should Lessee fail to make any payment within five (5) days after receipt of written notice or fail to otherwise perform its obligations under this Lease within thirty (30) days after receipt of written notice, Lessor shall have the right, as its option, without notice or demand to Lessee and without releasing Lessee from its obligations under this Lease, to make or do the same, cure any such default and to pay the amounts necessary in their discretion to cure the default. All reasonable expenses incurred by Lessor pursuant to the terms of this paragraph shall be paid by Lessee to Lessor within ten (10) days of notice from Lessor to Lessee of the expenditure by Lessor. The amounts due from Lessee to Lessor shall bear interest from the date of notice until paid at the highest legal rate allowed by law.

19. Inspection by Lessor. Lessor or Lessor's agent shall have the right to inspect the Leased Premises upon twenty-four (24) hours' notice to Lessee. Lessor may provide such notice by written, oral, or electronic means.

20. Default. In the event of failure of Lessee to pay any rental due hereunder within ten (10) days after receipt of written notice that same is past due, or failure to perform any other terms, conditions or covenants of this Lease to be observed and performed by Lessee for more than thirty (30) days after written notice of such default has been given to Lessee, or if Lessee shall become bankrupt or insolvent or file debtor protection proceedings in any Court pursuant to statute either of the United States or of any state in petition in bankruptcy, or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, the Lessor, besides the other rights or remedies Lessor may have, shall have the immediate right to re-enter and remove all personal property from the Leased Premises. Such property may be removed and stored at the expense of Lessee, all without Lessor being deemed guilty of trespassing or becoming liable for any loss or damage which may be occasioned by the removal of the property. Notwithstanding anything herein to the contrary, Lessor does not have any interest, including without limitation a security interest, in Lessee's personal property, trade fixtures, or items stored on the Leased Premises. Should Lessor elect to enter or take possession, Lessor shall terminate this Lease. Should Lessor at any time terminate this Lease for any breach (after applicable notice and cure periods) by Lessee, in addition to any other remedies that Lessor may have, Lessor may seek to recover in court from Lessee all damages Lessor may incur by reason of such breach, including costs of recovering the Leased Premises, reasonable attorney's fees, and including the rent for the remainder of the stated term over the then fair market rental value of the Leased Premises for the remainder the stated term. The remedies given to Lessor in this paragraph shall be in addition to and supplemental to all other rights or remedies which the Lessor might have under the laws enforced at the time of the default.

Any failure on the part of Lessor to comply with the terms of this Lease shall constitute a default under this Lease. In the event of such default which continues uncured for thirty (30) days after written notice to Lessor, Lessee shall have all rights and remedies provided herein, including terminating this Lease.

21. Attorney's Fees and Costs. In the event suit is brought to enforce any of the provisions of this Lease, the prevailing party shall be entitled to costs of suit, including reasonable attorney fees, and those attorney's fees and costs incurred in establishing the reasonableness of said attorney's fees and costs.

22. Parties. The terms and conditions of this Lease are to apply to and bind the respective parties hereto, their heirs, representatives, successors and assigns.

23. Notice. Unless otherwise provided in this Lease, notice shall be in writing. Notice shall be deemed to have been given when served or sent by registered or certified mail or by a nationally recognized, professional overnight courier service (for example, Federal Express) with delivery confirmation, to the parties at the addresses listed below or when served upon one of the parties utilizing procedures specified for service of process under the laws of the State of Montana.

Lessor: CJ Hunter, LLC
P.O. Box 17732
Missoula, MT 59808

Lessee: Helena School District
ATTN: Superintendent
1325 Poplar St.
Helena, MT 59601

Helena School District
ATTN: Facilities Director
1201 Boulder Ave.
Helena, MT 59601

Should either party change addresses, it shall be the party's responsibility to give notice to other party of such change. Absent such notice, the parties shall be free to rely upon the addresses set forth above.

24. Complete Agreement. Lessor and Lessee agree that this Lease contains the entire Lease between the parties and that there are no other written or oral agreements between the parties with respect to the subject matter hereof. The parties agree that any modification or waiver of Lessor's or Lessee's rights under the terms of this Lease shall be in writing and signed by the parties.

25. Governing Law. The laws of the State of Montana shall govern the interpretation and enforcement of this Lease.

26. Partial Severability. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision contained herein.

27. Non-Waiver of Breach. The failure of either party hereto to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of such, or any such other covenants or agreements but the same shall be and remain in full force and effect.

28. Paragraph Headings. The paragraph headings herein are for convenience only, and do not define, limit or construe the contents of such paragraphs.

29. Assignment. This Lease shall not be assigned by Lessee without the written consent of Lessor, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Lessee shall be permitted to assign this Lease or sublet all or any part of the Demised Premises without the consent of Lessor to a parent, subsidiary or affiliated corporation, partnership or other business entity (which shall be an entity which controls or is controlled by Lessee and/or is under common control with Lessee) or to a purchaser of all or substantially all of the assets of Lessee (herein "Permitted Transfer"). A sale of any or all of the shares of Lessee (or its parent, if applicable) or exchange of such shares for publicly traded shares shall also be considered a Permitted Transfer and shall not be considered an assignment of this Lease and shall not require the consent of Lessor.

30. Timeliness. Time is of the essence of this Lease.

31. Relationship of the Parties. This Lease shall not be deemed or construed to create or establish a partnership, joint venture or similar relationship or arrangement between Lessor and Lessee hereunder.

32. Waiver of Consequential Damages. Notwithstanding anything herein to the contrary, Lessor and Lessee waive all claims against each other for any consequential, incidental, indirect, special, exemplary, or punitive damages (including, but not limited to, loss of actual or anticipated profits, revenues or product and regardless of whether any such claim arises out of breach of contract or warranty, tort, negligence, product liability, misrepresentation, indemnity, contribution, strict liability, equity, or any other legal theory).

33. Quiet Enjoyment. As long as Lessee is not in default under the Lease, Lessee shall peacefully and quietly have, hold, and enjoy the Demised Premises for the term of the Lease without hindrance or molestation from Lessor.

34. Brokers. Lessor and Lessee both represent and warrant that they have dealt with no broker or salesman in connection with this Lease. Lessor and Lessee hereby agree to indemnify and hold each other harmless from and against any and all liability and cost which Lessor or Lessee may suffer in connection with any real estate brokers or agents claiming by, through, or under either party seeking any commission, fee, or payment in connection with this Lease.

Dated this _____ day of _____, 2026.

LESSOR

By: _____
(Authorized Agent)

Dated this _____ day of _____, 2026.

LESSEE

By: _____
(Authorized Agent)