

FIRST AMENDMENT TO LEASE

This First Amendment (this "*Amendment*") is entered into effective as of the 5th day of April, 2023 ("*Effective Date*"), by and between THE INTERGENERATIONAL SCHOOL, an Ohio not for profit corporation ("*Landlord*") and NEIGHBORHOOD PROGRESS, INC., an Ohio not for profit corporation ("*Tenant*").

RECITALS

A. Landlord and Tenant entered into that certain Lease dated May 20, 2021, (the "*Lease*"), for approximately 1,686.3 rentable square feet in Unit 3-4 (fourth floor) being known as Suite 400W in Phase 3 of the Project (the "*Premises*") as more particularly described in the Lease;

B. Landlord and Tenant desire to extend the Term of the lease as provided for herein.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions as set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Recitals. The above recitals are hereby incorporated into this Amendment as if fully set forth herein. As used herein the term "*Lease*" shall mean the Lease as amended by this Amendment.

2. Extension of Term. Commencing on the Effective Date, the Term of the Lease is hereby extended for three (3) years, until 11:59 p.m. on February 29, 2026 ("*Extended Term*"). Tenant shall continue to pay Fixed Rent in the annual amount of Fifteen Thousand Five Hundred Ninety-Eight and 28/100 (\$15,598.28) for the Extended Term, in monthly payments of One Thousand Two Hundred Ninety-Nine and 86/100 Dollars (\$1,299.86).

3. Renewal. Landlord hereby grants to Tenant the right and option to extend the term of the lease for two (2) periods of one (1) year each (each, a "*Renewal Term*"). Notwithstanding anything herein to the contrary, Tenant's right and option as aforesaid shall be conditioned upon: (i) the Lease remaining in full force and effect; (ii) Tenant having exercised its option for the previous Renewal Term, if applicable; and (iii) Landlord's expressed written consent to Tenant's exercise of any renewal option as provided below.

4. Notice of Election to Renew. Tenant shall notify Landlord in writing of its election to extend this Lease for the Renewal Term(s) on or before the date that is 180 days before the expiration of the term then in effect and Landlord shall promptly notify Tenant of whether or not it consents to the renewal. If the lease term expires before such notices from Tenant and Landlord and Tenant continues in possession of the Premises after such expiration the Term will be extended automatically and Tenant shall continue to pay to Landlord the Fixed Rent on a month-to-month basis until: (A) thirty (30) days after Landlord has given such notice, or (B) Tenant surrenders the Premises to Landlord or (C) Tenant exercises its option with consent from the Landlord, in which case the Renewal Term will be deemed to have commenced upon the expiration of the prior Term.

Concurrently with the exercise of the option by Tenant, Tenant will pay Landlord any unpaid balance of the Rent due during the Renewal Term that has accrued as of the date of such notice of extension. If said options are duly exercised the Lease Term shall be automatically extended for the period of the next ensuing option, without the requirement of any further instruments, upon all of the same terms, provisions and conditions set forth in this Lease, including that the Fixed Rent during the Renewal Terms shall be as set forth in Section 4(c) of the Lease.

5. Termination Option. Tenant shall have the right to terminate the Lease as follows: a) the termination date may be on or any time following the last day of the first (1st) year of the Extended Term; and b) Tenant shall exercise the option by providing written notice to Landlord, which notice shall be given at least ninety (90) days prior to the termination date.

6. Broker. Landlord and Tenant each warrant and represent to the other party that it has not dealt with any real estate broker or agent in connection with this Amendment. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorney's fees) for any compensation, commission or fees claimed by any real estate broker or agent in connection with this Amendment or its negotiation by reason of any act of Tenant. Landlord shall indemnify and hold Tenant harmless from any cost, expense or liability (including costs of suit and reasonable attorney's fees) for any compensation, commission or fees claimed by any real estate broker or agent in connection with this Amendment or its negotiation by reason of any act of Landlord.

7. Miscellaneous

7.1 Section headings in this Amendment are for convenience only and will not be read so as to define, limit or modify any of the terms hereof.

7.2 Except as amended by this Amendment, the Lease shall remain in full force and effect.

7.3 In the event of a conflict between the terms or condition contained in this Amendment and the Lease, the terms of this Amendment shall control.

7.4 All capitalized terms not defined in this Amendment shall have the meaning ascribed to them in the Lease.

7.5 This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date first written above.

LANDLORD:

THE INTERGENERATIONAL SCHOOL,
an Ohio not for profit corporation

By: Brooke King
Name: Brooke King
Its: Executive Director

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared BROOKE KING, the EXECUTIVE DIRECTOR of THE INTERGENERATIONAL SCHOOL, an Ohio not for profit corporation, who acknowledged that he/she did sign the foregoing instrument in such capacity and that the same is his/her free act and deed and the free act and deed of said limited liability company. This is an acknowledgement. No oath or affirmation was given to the signer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at CLEVELAND, OHIO, this 6 day of APRIL, 2023.

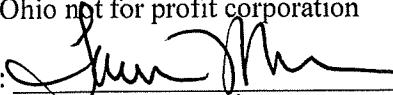


SARAH WIERSMA
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 4/18/2024

Sarah Wiersma
Notary Public

TENANT:

NEIGHBORHOOD PROGRESS, INC.,
an Ohio not for profit corporation

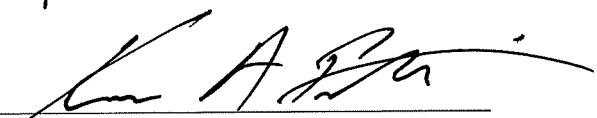
By: 
Name: Tania Menesse
Its: CEO & President

STATE OF Ohio)
) SS:
COUNTY OF Cuyahoga)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Tania Menesse, the CEO + President of NEIGHBORHOOD PROGRESS, INC., an Ohio not for profit corporation, who acknowledged that he/she did sign the foregoing instrument in such capacity and that the same is his/her free act and deed and the free act and deed of said limited liability company. This is an acknowledgement. No oath or affirmation was given to the signer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cuyahoga, Ohio, this 26th day of April, 2023.





Notary Public