

THE INTERGENERATIONAL SCHOOL  
AT ST. LUKE'S EAST WING

OFFICE LEASE

THIS LEASE is entered into as of December 31, 2023, between The Intergenerational School ("Landlord") and Black Professionals Association Charitable Foundation (BPACF) ("Tenant").

SECTION 1 - PREMISES

- (a) Landlord leases to Tenant and Tenant rents from Landlord certain premises ("Premises") containing approximately 450 square feet of office space (measured from the center of all interior walls and from the outside face of all exterior walls), which is Suite 400 on the 4th floor of the commercial building ("Office Building" or "Property") located at 11327 Shaker Blvd., a floor plan of which is attached hereto as Exhibit "A" and the Premises are indicated in blue on Exhibit "A".
- (b) Landlord reserves (i) the use of the exterior, rear, and side walls and roof of the Premises and any space between the ceiling of the Premises and the roof and in any basement or otherwise below the floor of the Premises, and (ii) the right to install, maintain, use, repair, and replace the pipes, ducts, conduits, and wires leading into or running through, under, or over the Premises.

SECTION 2 - TERM

- (a) The term of this Lease ("Term") shall commence ("Commencement Date") on January 1, 2024 and end on December 31, 2025 ("Expiration Date").
- (b) The term "Date of Delivery of Possession" means January 1, 2024. The term "Lease Year" means the calendar year from January 1 to December 31, except that the first Lease Year shall begin on the Commencement Date and end on December 31 of such year and the last Lease Year shall begin on January 1 of the last year of the Term and end on the Expiration Date.
- (c) Provided there has been no default by Tenant of any term, covenant, or condition of this Lease and provided no payment default by Tenant during the Term, Tenant shall have the option to extend the Term for additional period(s) of 2 year(s) ("Renewal Term(s)"). Tenant must notify Landlord in writing of its election to extend this Term for each Renewal Term no less than 180 days prior to the Expiration Date. Landlord is not obligated to notify or remind Tenant of any Renewal Term rights or notification

requirements. Failure by Tenant to provide such notice in a timely fashion shall be deemed to be an election by Tenant not to extend the Term for the next succeeding Renewal Term.

SECTION 3 - FIXED RENT

- (a) Tenant agrees, without demand and without any deduction or setoff, to pay to Landlord at Landlord's office, as a fixed minimum rent ("Fixed Rent"), payable in advance on the first day of each month:

<u>Initial Term</u>		
<u>Year</u>	<u>Annual Fixed Rent</u>	<u>Monthly Fixed Rent</u>
<u>1</u>	\$ <u>6,600</u>	\$ <u>550</u>

- (b) Tenant's obligation to pay Fixed Rent shall begin on January 1, 2024. There shall be a late charge of \$ 10% plus \$ 25 per day in the event that the rent is not paid by the 5th of the month, which shall be in addition to all other rights and remedies of Landlord. Tenant shall also be charged \$ 50 for any checks returned as uncollectible by Landlord's or Tenant's financial institution. Late charges and returned check charges shall be additional Rent and shall be due and payable immediately upon notice from Landlord.

SECTION 4 - COMMON AREAS

Landlord grants to Tenant the non-exclusive right to use the Common Areas, subject to local, state, and federal rules, regulations, and ordinances and Landlord's Rules and Regulations attached as Exhibit "B". "Common Areas" means the portions of the Property available for public, non-exclusive uses. Landlord may temporarily close parts of the Common Areas for such periods of time as may be necessary for (i) temporary use as a work area; (ii) repairs or alterations, (iii) emergency or security reasons, (iv) for events or promotions, or (v) as required by municipal authorities.

SECTION 5 - CONSTRUCTION OF PREMISES

- (a) Landlord is not responsible for any construction work or improvements to the Premises.
- (b) In the event Tenant makes any improvements to the Premises, Tenant must first comply with Section 9 of this Lease.

- (c) Notwithstanding anything to the contrary contained in Ohio Revised Code Section 1311.10 or in this Lease, Tenant shall not be deemed to be a partner, joint venturer or agent of Landlord; and in no event shall any lien resulting from Tenant's improvements to the Premises encumber Landlord's underlying fee simple estate. Tenant agrees that it shall not enter into any contract (and that its contractors will not enter into any subcontracts) for alterations, improvements or repairs to the Premises unless the following language is included in such contract:

"Notwithstanding anything herein contained to the contrary, the contractor acknowledges that Tenant holds only a leasehold interest in the property which is the subject of this contract. Tenant is not the agent or the owner of the property, and no lien resulting from work performed under this contract shall attach to the interest of such owner."

#### SECTION 6 - USE

- (a) The Premises shall be occupied and used exclusively for the following purpose: general office. The Premises shall not be used for any other purpose.
- (b) Tenant is exclusively responsible for insuring that environment inside the Premises is safe and secure. Tenant will notify Landlord immediately in the event of any security breach and Tenant agrees to exercise commercially reasonable efforts to maintain a safe and secure environment in the Premises.
- (c) Tenant shall use and occupy the Premises in accordance with all governmental laws, ordinances, rules, and regulations and shall keep the Premises in a clean, healthy, safe, and secure manner.
- (d) Tenant shall not introduce or allow to be introduced into the Premises or any portion of the Property any toxic, hazardous, or environmentally unsafe material as defined by any local, state, or federal law or ordinance. Tenant agrees to defend, indemnify, and hold Landlord harmless against any cost, expense, or liability arising, directly or indirectly, from any toxic, hazardous, or environmentally unsafe material being introduced into the Premises or the Property on account of any act or omission of Tenant or its agents, employees, customers, or invitees.

#### SECTION 7 - UTILITIES

- (a) Landlord shall provide electric service to the Premises. Landlord shall not be liable, in damages or otherwise, in the event of any interruption in the supply of any utilities.

- (b) In the event any utilities consumed in the Premises are measured by a meter or sub-meter, Tenant shall be responsible for payment of the amount of such utility consumed in the Premises, as reflected by such meter or sub-meter readings.

#### SECTION 8 - RULES AND REGULATIONS

Landlord reserves the right to impose reasonable rules and regulations of general application governing the conduct of occupants of the Property and their use of the Common Areas as attached as Exhibit "B". Tenant agrees to abide by the rules and regulations on Exhibit "B" and any modifications to the rules and regulations that Landlord deems necessary.

#### SECTION 9 - CHANGE OF IMPROVEMENTS BY TENANT

Upon prior written approval of Landlord, which approval may impose such conditions and requirements as Landlord deems appropriate, Tenant may make initial or subsequent interior alterations, changes, and improvements to the Premises (except exterior or structural alterations, changes, or improvements). Prior to submitting plans for permit or commencing any work in the Premises Tenant must first obtain Landlord's approval. Tenant shall submit to Landlord plans and specifications describing with particularity design, materials, style, and appearance. Landlord has 5 business days to approve or make comments to Tenant's plans. Tenant is not permitted on the roof of the Property. In the event any improvements require penetrations through any building roof, Tenant shall be required to use the Landlord's roofing contractor. Tenant must provide Landlord with a copy of the building permit. Tenant shall notify Landlord in writing of the name of each contractor that is working on behalf of Tenant to complete such improvements. Landlord reserves the right to require information about and security for performance from Tenant's contractor(s).

#### SECTION 10 - REPAIRS AND MAINTENANCE

- (a) Except as otherwise provided in this Lease, Landlord will, within a reasonable time after receipt of written notice from Tenant of the necessity of such repair, keep the roof, structural portions and exterior of the Premises, electrical and plumbing systems and equipment, Common Areas, and the heating, ventilation and air-conditioning system serving the Premises in good and tenantable condition and repair during the term of this Lease. Except as set forth herein, Landlord shall not be required to make any other improvements or repairs of any kind with respect to the Premises. Notwithstanding the above, Tenant shall pay to Landlord the cost of any repairs and replacements to any portion of the Premises or the building in which the Premises are located necessitated by reason of: (a) the negligence or willful misconduct of Tenant, or Tenant's agents, employees, invitees, contractors or customers, or (b) Tenant's breach of this Lease.

- (b) Tenant, at Tenant's expense, shall make all repairs and replacements to keep and maintain the interior of the Premises in good condition and repair. All items that Tenant shall replace during the term of this Lease shall be new and be of equal or better quality, specifications, type, and style than the item being replaced. Tenant shall further keep the Premises clean, attractive, and free of rubbish, rubble, debris, insects, rodents, and other pests.
- (c) If Tenant shall fail to make any maintenance, repairs, or replacements required in this Lease, then Landlord shall have the right, but not the obligation, to enter the Premises and to make the same on behalf of Tenant, and all sums so expended by Landlord shall be deemed to be Additional Rent payable to Landlord upon demand.

#### SECTION 11 - WAIVER OF LIABILITY BY TENANT

Landlord and Landlord's agents and employees shall not be liable for and Tenant unconditionally and absolutely waives any and all causes of action, rights, and claims against Landlord and its agents and employees arising from any damage or injury to person or property, regardless of cause, sustained by Tenant or any person claiming through or under Tenant, unless the same shall be due to the gross negligence of Landlord and/or Landlord's agents and employees. This provision shall survive the termination or expiration of this Lease.

#### SECTION 12 - INDEMNIFICATION AND INSURANCE

- (a) Tenant will defend, indemnify, and save Landlord and its respective officers, directors, beneficiaries, partners, representatives, contractors, agents and employees harmless from all claims, damages, liability, and expense (including without limitation, attorneys' fees) arising from loss, damage, or injury to persons or property occurring in the Premises that are occasioned wholly or in part by any act or omission of Tenant or Tenant's agents, customers, invitees, or employees.
- (b) At all times from the Date of Delivery of Possession and during the Term, Tenant shall keep in full force and effect the following insurance policies insuring Tenant, Landlord, and Landlord's mortgagee: (i) commercial general liability insurance in companies acceptable to Landlord with a minimum combined single limit of \$1,000,000.00 on account of bodily injuries or death and damage to property; and (ii) all risk hazard insurance covering Tenant's improvements to the Premises and all equipment within and contents of the Premises for not less than the full replacement cost. Prior to the Date of Delivery of Possession and upon each renewal of insurance policies, Tenant shall deposit insurance certificates with Landlord. Tenant's insurance shall not be cancelable without thirty (30) days prior written notice to Landlord. Tenant shall notify

its insurance company of such notice requirement and confirm the same in writing to Landlord.

- (c) Tenant shall not carry any equipment, fixtures, inventory, or goods or do anything in the Premises that will increase the insurance rates on the Premises and/or the Property. Any such increase shall be paid by Tenant to Landlord within 10 days after written demand therefore.
- (d) All casualty insurance coverage carried by Landlord or Tenant shall, to the extent of such coverage, provide for waiver of subrogation against Landlord and Tenant. Evidence of the existence of such waiver shall be furnished on request.

### SECTION 13 – SIGNS

No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside of the Premises, or on the building of which the Premises are a part, or on the exterior or interior side of any window, nor shall any awning, antenna, satellite dish, or other projecting thing be attached to the roof or outside walls of the Premises or the building of which the Premises are a part, without first obtaining the Landlord's written approval in each instance.

### SECTION 14 - ASSIGNMENT AND SUBLETTING

- (a) Neither this Lease nor any interest herein shall be sold, mortgaged, pledged, encumbered, assigned, or transferred, directly or indirectly, voluntarily or involuntarily, by operation of law, or otherwise, nor shall the Premises or any part thereof be sublet, used, or occupied by any third person or firm.
- (b) In the event Tenant desires to sublet the Premises or any portion thereof or assign this Lease, and only during the initial Term, Tenant shall give written notice thereof to Landlord at least 90 days but not more than 180 days prior to the proposed commencement date of such subletting or assignment, which notice shall set forth the name of the proposed subtenant or assignee which Tenant shall provide and any other information requested by Landlord. Notwithstanding any permitted assignment or subletting, Tenant and any guarantors to this Lease shall at all times remain directly and primarily liable for payment of rent and for performance of all obligations under this Lease.
- (c) At Tenant's own cost and expense, Tenant shall discharge in full any outstanding commission obligation with respect to this Lease and any commissions that may be owing as a result of any proposed assignment or subletting, whether or not the Premises are rented by Landlord to the proposed tenant or any other tenant.

- (d) Should Landlord consent to an assignment or sublease of this Lease, Tenant, its proposed assignee or subtenant, and Landlord shall execute an agreement prepared by or acceptable to Landlord wherein the proposed assignee or subtenant agrees to be bound by the Lease. Prior to completion of the Assignment or Sublease, Tenant shall pay to Landlord on demand a sum equal to all of Landlord's actual costs, including reasonable attorneys' fees, incurred in connection with such proposed assignment or sublease. The foregoing to the contrary notwithstanding, in the event of any permitted assignment or subletting of this Lease, Tenant does not have the right to assign or sublet the Renewal Term(s).

#### SECTION 15 - REPAIR AFTER CASUALTY

- (a) Tenant shall immediately give written notice to Landlord of any damages caused to the Premises by fire or other casualty. If the Premises shall be destroyed or so damaged as to be unfit in whole or in part for occupancy, and such destruction or injury can reasonably be repaired within 6 months from receipt of insurance proceeds, then Tenant shall not be entitled to surrender possession of the Premises. In the case of any such destruction or damage, Landlord shall repair the Premises to their condition on the Commencement Date with reasonable speed and shall complete such repairs within 6 months from receipt of such insurance proceeds.
- (b) If during such period of repair Tenant shall be deprived of the use of all or any portion of the Premises, then a proportionate adjustment in the Fixed Rent shall be made corresponding to the time during which and the portion of the Premises of which Tenant shall be so deprived.
- (c) If such destruction or damage to the Premises cannot reasonably be repaired within 6 months from receipt of insurance proceeds, then Landlord shall notify Tenant within ninety (90) days after the occurrence of such destruction or damage whether or not Landlord will repair or rebuild. If Landlord elects not to repair or rebuild, this Lease shall be terminated. If Landlord shall elect to repair or rebuild, then Landlord shall notify Tenant of the time within which such repairs or reconstruction will be completed, and Tenant shall have the option, within thirty (30) days after the receipt of such notice, to elect by written notice to Landlord to either terminate this Lease and any further liability hereunder, or to extend the Term by a period of time equivalent to the time from the occurrence of such destruction or damage until the Premises are restored to their former condition. In the event Tenant elects to extend the Term, Landlord shall restore the structural portions of the work required of Tenant pursuant to Section 15(b) within ninety (90) days after completion of Landlord's work, and Tenant shall not be liable to pay Fixed Rent and Additional Rent for the period from the occurrence of such destruction or damage until the structural portions of the Premises are restored by Landlord.

- (d) Anything contained in this Section 15 to the contrary notwithstanding, Landlord may cancel this Lease with no further liability to Tenant in the event that following any damage or destruction to the Premises or the Property, Landlord's mortgagee requires Landlord to make advance payments upon indebtedness secured by a mortgage on the Property.

#### SECTION 16 - CONDEMNATION

- (a) In the event a portion or the entire Premises shall be taken by condemnation or right of eminent domain, this Lease shall terminate as of the day possession is taken by taking authority and Landlord and Tenant shall thereupon be released from any further liability hereunder.
- (b) All damages awarded in connection with the taking of the Premises, whether allowed as compensation or diminution in value to the leasehold, to the fee of the Premises, or otherwise, shall belong to Landlord.
- (c) Notwithstanding anything to the contrary contained in the foregoing paragraphs of this Section 16, Landlord may cancel this Lease with no further liability to Tenant in the event that following any taking of the Premises or the Property by condemnation or right of eminent domain, Landlord's mortgagee requires Landlord to make advance payments on indebtedness secured by a mortgage on the Property.

#### SECTION 17 - LANDLORD'S REMEDIES UPON DEFAULT

- (a) If at any time after the Date of Delivery of Possession Tenant shall:
- i. be in default in the payment of rent or other sums of money required to be paid by Tenant or in the performance of any of Tenant's obligations, and Tenant shall fail to remedy such default within five (5) days after the due date in the event the default relates to payment of any sums of money, or within fifteen (15) days after written notice thereof if the default relates to matters other than the payment of money (but Tenant shall not be deemed to be in default if the default requires more than fifteen (15) days to cure and Tenant commences to remedy such default within said fifteen (15) day period and proceeds therewith with due diligence); or
  - ii. become insolvent or make an assignment for the benefit of creditors, or if any guarantor of Tenant shall become insolvent or make an assignment for the benefit of creditors, or if a receiver or trustee of Tenant's property shall be appointed, or if proceedings under the Bankruptcy Code shall be instituted by or against Tenant or any guarantor of this Lease and the same shall not be



dismissed by the Court within ninety (90) days after being filed, or if any event shall happen which, aside from this provision, would cause any assignment of Tenant's interest or occupancy hereunder by operation of law;

then Landlord may, in addition to all other remedies given to Landlord in law, by written notice to Tenant, terminate this Lease or without terminating this Lease re-enter the Premises by summary proceedings or otherwise and, in any event, dispossess Tenant, it being the understanding and agreement of the parties that under no circumstances is this Lease to be an asset for Tenant's creditors by operation of law or otherwise.

- (b) In the event of such re-entry, Landlord may, but need not, relet the Premises for such rent and upon such terms as Landlord, in its sole discretion, shall determine (including the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet the Premises as part of a larger area, and the right to change the character or use made of the Premises.) If Landlord decides to relet the Premises or a duty to relet is imposed upon Landlord by law, then Landlord and Tenant agree that Landlord shall only be required to use the same efforts Landlord then uses to lease other properties Landlord owns or manages. Landlord shall not be required to observe any instruction given by Tenant about such reletting or accept any tenant offered by Tenant unless such offered tenant has creditworthiness acceptable to Landlord, leases the entire Premises, agrees to use the Premises in a manner consistent with this Lease, and leases the Premises at the same rent, for no more than the Term and on other terms, covenants, and conditions of this Lease without expenditure by Landlord for tenant improvements or broker's commissions.
- (c) In the event of a reletting, Landlord may apply the rent therefrom first to the payment of Landlord's expenses incurred by reason of Tenant's default and the expense of reletting (including without limitation, repairs, renovation, or alteration of the Premises) and then to the amount or rent and all other sums due from Tenant hereunder, Tenant remaining liable for any deficiency.
- (d) No termination of this Lease or any taking or recovery of possession of the Premises shall deprive Landlord of any of its remedies or rights of action against Tenant. To the extent permitted by law, Landlord may declare the entire balance of the Rent for the remainder of the Term to be due and payable immediately and collect such balance in any manner consistent with applicable law. All rights and remedies are cumulative and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all of the others.
- (e) In the event Tenant shall be in default in the performance of any of its obligations under this Lease, and an action shall be brought for the enforcement thereof in which it shall be determined that Tenant was in default, Tenant shall pay to Landlord all the ex-

penses incurred in connection therewith including reasonable attorneys' fees (if and to the extent the same is permitted by law). In the event Landlord shall, without fault on its part, be made a party to any litigation commenced against Tenant, and if Tenant, at its expense, shall fail to provide Landlord with counsel approved by Landlord, Tenant shall pay all costs and reasonable attorneys' fees incurred or paid by the Landlord in connection with such litigation.

- (f) In addition to the statutory landlord's lien (if any), Tenant hereby grants to Landlord a security interest to secure payment of all Rent and other sums of money becoming due hereunder from Tenant, upon all merchandise, goods, equipment, fixtures, furniture, furnishings, and other personal property of Tenant situated in or upon the Premises, together with the proceeds from the sale or lease thereof. Such property shall not be removed without the consent of Landlord except in the ordinary course of business until all arrearages in Rent and other sums of money then due to Landlord hereunder shall first have been paid and discharged and all of Tenant's covenants have been fully performed by Tenant.

#### SECTION 18 - DISCHARGE OF LIENS

Tenant shall not cause, suffer, or permit the Premises or the Property to be encumbered by any liens of mechanics, laborers, or materialmen, any security interests, or any other liens. Whenever and as often as any such liens are filed against the Premises or the Property and are purported to be for labor or material furnished or to be furnished to Tenant, Tenant shall discharge any such lien within 30 days after the date of filing by payment, bonding, or otherwise as provided by law. Upon reasonable notice and request in writing from Landlord, Tenant shall defend Landlord, at Tenant's sole cost and expense, against any claim, action, suit, or proceeding which may be brought on for the enforcement of any such lien and shall pay any damages and satisfy and discharge any judgments entered in such claim, action, suit, or proceeding.

#### SECTION 19 - LIABILITY OF LANDLORD

If Landlord fails to perform any obligation under this Lease and Tenant recovers a judgment against Landlord, then such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment against the right, title, and interest of Landlord in the Property as the same may then be encumbered. Neither Landlord nor any of its partners shall be liable for any deficiency. It is understood that in no event shall Tenant have any right to execute against any property of Landlord other than its interest in the Property. Such right of execution shall be subordinate and subject to any mortgage or other encumbrance upon the Property.

#### SECTION 20 - RIGHTS OF LANDLORD

- (a) Landlord shall have the right, but not the duty, at all reasonable times to inspect any part of the Premises and to make repairs, alterations, and additions to the Premises or the Property or to show the Premises.
- (b) If Tenant fails to fulfill any obligations hereunder, the Landlord shall have the right to fulfill such obligations and any amounts paid by Landlord in such efforts are agreed to be "Additional Rent" due and payable to Landlord from Tenant with the next installment of Fixed Rent.
- (c) Any payment due from Tenant to Landlord (whether Fixed Rent, Additional Rent, rent, or other sum due hereunder) and not timely paid shall accrue interest from the original due date until paid in full at the 10% plus \$25.00 per day.

#### SECTION 21 - SUBORDINATION TO MORTGAGE

- (a) This Lease is and shall be subordinate to any mortgage on the Property or any part thereof and to any renewals, refinancing, or extensions thereof. Tenant agrees to promptly execute such instruments or certificates as may be necessary to carry out the intent of this Section. If any proceedings are brought for foreclosure or in the event of the exercise of the power of sale under any mortgage or deed of trust, Tenant shall attorn to the purchaser in any such foreclosure or sale and recognize such purchaser as landlord under this Lease.
- (b) Within ten (10) days from request by Landlord, Tenant shall execute and deliver a statement in recordable form (i) certifying that this Lease is unmodified and in full force and effect, (ii) stating the dates to which rent and other charges payable under this Lease have been paid, (iii) stating that Landlord is not in default hereunder (or, if Tenant alleges a default, stating the nature of such alleged default), and (iv) stating such other matters as Landlord shall reasonably request.

#### SECTION 22 - NO WAIVER BY LANDLORD

No waiver of any of the terms, covenants, or conditions of this Lease and no waiver of any remedy shall be implied by the failure of Landlord to assert any rights or for any other reason. No waiver shall be valid unless it shall be in writing signed by Landlord.

#### SECTION 23- VACATION OF PREMISES

Tenant shall surrender possession of the Premises to Landlord (including Tenant's permanent work in the Premises, all replacements thereof, and all fixtures permanently attached to the Premises during the Term) upon the expiration of the Term or the termination

of this Lease in as good condition and repair as the same were on the Date of Delivery of Possession (loss by any insured casualty and ordinary wear and tear only excepted) and deliver the keys at the office of Landlord or Landlord's agent.

#### SECTION 24 - NOTICES

Any notices shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid; hand delivered, or sent by national overnight courier and addressed to Landlord at:

The Intergenerational School  
ATTN: Brooke King, Executive Director  
11327 Shaker Blvd, Suite 200E  
Cleveland, OH 44104

; and to Tenant at:

Black Professionals Association Charitable Foundation  
ATTN: Board President  
11327 Shaker Blvd, Suite 400  
Cleveland, OH 44104

Such notice shall be deemed given when it is received or refused.

#### SECTION 25 - APPLICABLE LAW AND CONSTRUCTION/ATTORNEY FEES

The laws of Ohio shall govern the validity, performance, interpretation, and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision or the remainder of this Lease. All negotiations, considerations, representations, and understandings between the parties are set forth herein. The submission of this Lease by Landlord is not an offer to lease the Premises, nor an agreement by Landlord to lease the Premises to Tenant. Neither Landlord nor Tenant shall be bound by the terms of the Lease until both Landlord and Tenant have duly executed and delivered an original Lease to each other.

#### SECTION 26 - FORCE MAJEURE

In the event that either party hereto shall be delayed, hindered in, or prevented from performing any act required hereunder by reason of strikes, lockouts, inability to procure materials, failure of power, restrictive governmental laws or regulations, or any other reason of a like nature not the fault of the party delayed in performing such act, then performance of such act shall be excused for the period of the delay and the period allowed for the performance of such act shall be extended for a period equivalent to the period of such delay. Tenant shall not, however, be excused from the payment of rent or other sums of money.

#### SECTION 27 - HOLDING OVER

If at the expiration of the Term Tenant continues to occupy the Premises, then such holding over shall not constitute a renewal of this Lease, but Tenant shall be a tenant from month to month upon all of the terms, covenants, and conditions hereof, except that the amount of Fixed Rent thereafter due shall automatically increase to an amount equal to 150\_% of the annual Fixed Rent due immediately prior to such expiration.

#### SECTION 28 - BROKERS

Tenant represents and warrants that it has not dealt with any real estate broker in connection with this Lease.

#### SECTION 29 - SECURITY DEPOSIT

- (a) Simultaneously with execution of this Lease, Tenant shall deliver to Landlord a security deposit ("Security Deposit") in the amount of \$ 550. The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease. The Security Deposit shall not be considered an advance payment of rent.
- (b) In its sole discretion, Landlord may, from time to time without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any default under this Lease or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, then the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant after deducting therefrom any unpaid obligation of Tenant to Landlord as may arise under this Lease.

#### SECTION 30 – ACCORD AND SATISFACTION

No payment by Tenant or receipt by Landlord of a lesser amount than the Fixed Rent shall be deemed to be other than on account of the earliest rent due, nor shall any endorsement or statement on any check or any letter accompanying a check for payment of any rent be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy available to Landlord.

#### SECTION 31 – ATTORNEY FEES

In the event of a dispute between the parties, the prevailing party shall be entitled to reimbursement for its costs, including reasonable attorney fees incurred as a result of such dispute.

IN WITNESS WHEREOF, the parties have signed this Lease this \_\_\_ day of December,  
\_ 2023 , as to Landlord, and this \_\_\_\_\_ day of \_\_\_\_\_ as to Tenant.

LANDLORD:

TENANT:

\_\_\_\_\_

\_\_\_\_\_

By: Brooke A King  
Name: Brooke King  
Title: Executive Director

By: [Signature]  
Name: Laurie A. Murphy  
Title: Executive Director

STATE OF OHIO :  
 : SS:  
COUNTY OF Cuyahoga :

BEFORE ME, a Notary Public in and for said County and State, did personally appear the above-named Laurie A. Murphy of BPA&F, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of such company, and \_\_\_ free act and deed as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio this 18 day of December.

Debbie Nixon  
NOTARY PUBLIC



STATE OF OHIO :  
 : SS:  
COUNTY OF Cuyahoga :

BEFORE ME, a Notary Public in and for said County and State, did personally appear the above-named Brooke King, who acknowledged that she did sign the foregoing instrument and that the same is \_\_\_ free act and deed.

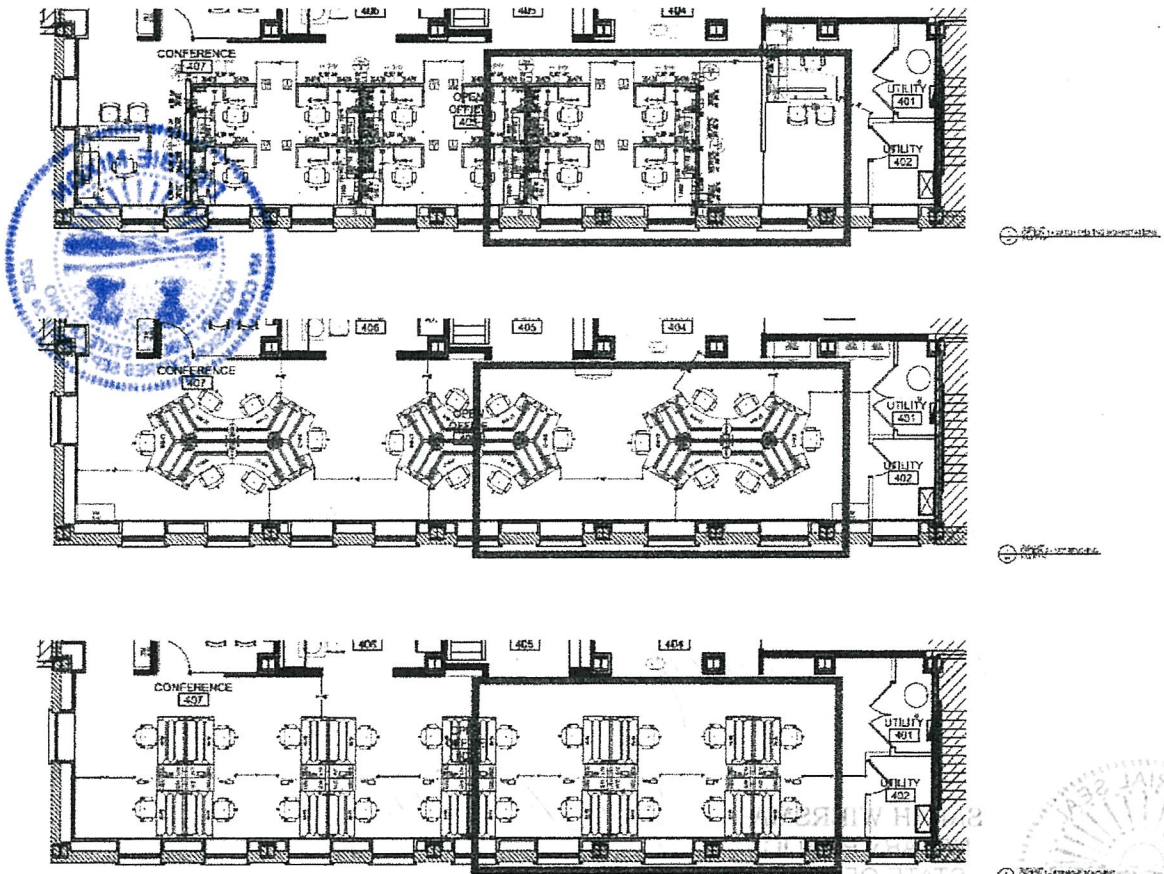
IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio this 11 day of January.



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

EXHIBIT "A"

FLOOR PLAN



The blue rectangle represents the approximate "Premises."

My Comm Exp 4/18/2024  
Clyde County  
Recorded in  
State of Ohio

