

OFFICE BUILDING LEASE

This Lease Agreement (“Lease”) is entered into by and between Ohio Building Co., Ltd., an Ohio limited liability company, with principal offices located at 420 Madison Avenue, Toledo, Ohio 43604 (“Landlord”), and the City of Toledo, an Ohio municipal corporation, with principal offices located at One Government Center, Suite 2200, Toledo, Ohio, for and on behalf of its Department of Public Utilities (“Tenant”).

WHEREAS, Landlord hereby Leases to Tenant, certain space(s) located in in the office building known as “The Ohio Building” located at 420 Madison Avenue, Toledo, Ohio, (“Building”), containing a total of 36,241 square feet, and comprising the entire useable space located on floors 2, 3, and 4 of the Building, as set forth and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference (“Leased Premises”).

WHEREAS, this Lease shall be entered into for term of seven (7) years, beginning on June 1, 2022, (“Commencement Date”) and ending on May 31, 2029, (“Termination Date”) (“Lease Term”), subject to the payment, performance and observance of all the rents, covenants and conditions to be paid, performed and/or observed, as set forth in this Lease.

ARTICLE I RENT AND OTHER EXPENSES

1.1 Base Rent

Tenant shall pay to Landlord, without setoff, deduction or demand (except as described in Article 10.2), total annual rent in the amount of \$612,472.90, annually, payable in equal monthly installments of \$51,039.41 (“Base Rent”), which shall be due and payable, in advance, on the first (1st) day of each month, for the entire term of this Lease. The Base Rent set forth herein is based upon a lease rate of \$16.90 per the total square footage of Leased Premises.

No other tenant in Building after date of this Lease execution shall pay rent less than Tenant for equivalent services during the term of this Lease. Should Landlord enter into a lease agreement with another Tenant, for space in the Building, at a rent less than Tenant's rent under this Lease, Tenant's rent shall be reduced to match the lower rental rate, retro-active to the effective date of other tenant's lease.

1.2 Building Operating Costs (“BOC”)

In addition to the Base Rent as set forth in Section 1.1, Tenant shall pay a proportionate share of the annual Building Operating Costs (“BOC”) as defined and set forth herein. For the purposes of this

Lease, the Leased Premises are deemed to contain a total of 36,241 square feet of usable space, and the Building is deemed to presently contain 139,750 square feet of usable space. Therefore, Tenant's proportionate share of BOA shall 25.93%.

For the calendar year 2022, Tenant's proportional share of BOC shall be based upon the base Common Area Maintenance (CAM) for the calendar year 2021 in the total amount of \$174,520.80. Therefore, commencing on June 1, 2022, Tenant shall pay the sum of \$178,011.22, as and for its proportionate share of BOC, in equal monthly installments of \$14,834.27, which shall be paid with Tenant's Base Rent on or before the first (1st) of each month as set forth herein.

For each subsequent calendar year of this Lease, beginning on January 1, 2023, Tenant's proportionate share of CAM shall be recomputed based upon the previous year's actual BOC, not to exceed 2.00%. Landlord shall provide Tenant notice of Tenant's proportionate share of BOC for that calendar year, and shall provide Tenant of an accounting and computation of the BOC for that calendar year within 60 days after the end of the calendar year.

BOC shall include all of the following costs and expenses which relate exclusively to the Building:

- heating, cooling and ventilating
- electricity
- water and sewer
- real estate taxes
- building insurance
- telephone expenses and services exclusive of those attributable to the Premises of each individual tenant(s)
- management services used in operation and maintenance of the building
- building security services
- building supplies and materials
- elevator service contract
- general building repairs, replacements and maintenance
 - including mechanical, electrical, and structural repairs, replacements and maintenance;
- janitorial services and supplies, including cleaning and trash removal
- snow removal and grounds maintenance and repair
 - including outside parking area
- care and replacement of plants and flowers - interior and exterior
- labor costs including employment 'taxes and fringe benefits
- capital improvements made for the purpose of reducing operating costs, prorated and allocated to each calendar year on the basis of the useful lives of such capital

- improvements;
- and such other expenses and costs as are certified by Landlord's Certified Public Accountants as being reasonably necessary to be incurred for the purpose of operating and maintaining the Building in a proper condition

BOC shall specifically exclude the cost of capital improvements or the replacement of capital investment items; except for capital improvements made for the purpose of reducing operating costs as described in the preceding paragraph.

BOC further exclude any costs outside of this Lease billed to and paid by specific tenants.

1.3 Parking

Tenant shall be entitled to a total of 116 parking spaces, at the following locations and rates:

Location	# OF Spaces	Monthly Rate	TOTAL
Surface Lot (adjacent to Ohio Building)	35	\$97.00	\$ 3,395.00
Superior Garage (Reserved)	12	\$102.00	\$ 1,224.00
Superior Garage (General)	62	\$84.00	\$ 5,208.00
Port Lawrence Garage (General)	7	\$77.00	\$ 539.00
	116		\$ 10,366.00

In consideration of this Lease, Tenant shall receive a total monthly credit toward parking in the amount of \$2,718.08; which is based upon \$.90 per square foot leased per annum. Therefore, Tenant shall pay the total sum of \$7,647.93, monthly, as and for parking.

Any increases in the cost of parking spaces under Landlord's annual contract shall be the responsibility of the Tenant.

1.4 Security Deposit

N/A

ARTICLE II
LANDLORD SERVICES

2.1 Services and Items to be Furnished

Landlord will provide the following services/items to Tenant, in amounts determined by Landlord, during normal building hours which are 8:00 a.m. to 6:00 p.m., Monday through Friday.

- Air conditioning, ventilating and heat appropriate for normal office use during normal office hours. In general, Landlord will attempt to maintain the Premises at 68 degrees F to 74 degrees F during the heating season, and at 68 degrees F to 72 degrees F during the cooling season.
- Automatic elevator service in common with other tenants.
- Electric energy for lighting and/or standard office equipment.
 - Tenant shall pay for any extraordinary electric energy for any equipment such as computers using extraordinary amounts of electrical energy.
 - Equipment used for standard operations of the Department of Public Utilities shall not be considered extraordinary.
- All standard fluorescent tubes and light bulbs.
- All services to maintain the Premises, including but not limited to the walls, halls, floors, restrooms, entranceways, elevators, windows, ceiling tiles, and adjoining sidewalks, in a presentable condition.
- Water for normal office uses.
- A directory in the lobby of the Building bearing Tenant's name and location(s) within the building.
- Standard building signage for Tenant's suite(s).
- Keys and/or other means access to the Premises and Lease Premises in accordance with Building security requirements.
- Janitorial Service for Premises and common areas as outlined in **Exhibit B**.
- Guard Security from 7:00 a.m. to 7:00 p.m., Monday through Friday. During all other hours, the building, elevators, and stairways will be locked, with access available to Tenant's Leased Premises only.

2.2 Repairs and Maintenance

Landlord shall provide all repairs and maintenance required to keep the Premises in proper condition, provided, however, that

- (i) where such repairs or maintenance involve any special partitions or any other special installations, that were installed by or at the request of Tenant, other than

those described or referenced in Exhibits A and B hereto, Tenant shall pay for any part of the cost of such maintenance and repair which exceeds the amount Landlord would have spent for normal maintenance and repair of standard installations, and

- (ii) the Landlord shall not be required to make any repairs made necessary as a result of misuse or neglect of the Premises by Tenant (or its employees or invitees), except when such damage is covered by insurance and then only to the extent of the proceeds of such insurance.

2.3 Interruption of Services

Landlord does not warrant or guarantee that any service provided for in Section 2.1 herein, or any other service(s) that Landlord may supply, will be free from interruption. However, Landlord will use reasonable care to avoid interruption of the services provided for herein and, if such are unavoidably interrupted, Landlord will take prompt and diligent action to ensure that it will be for as short of a period as possible.

Any such interruption of service shall not be deemed an eviction or disturbance of Tenant's use and occupancy of the Premises, unless any said interruption persists for a period of time that seriously impedes Tenant's regular operation.

To the extent such interruption results in a reduction in total BOC, a proportionate share of any such reduction in BOA, but not less 25.93% which is equivalent to Tenant's occupancy, shall be credited against the next payments of Tenant's BOA until the credit is exhausted.

ARTICLE III TENANT OBLIGATIONS

3.1 Use of Premises

Tenant may use the Premises for general office purposes, and for no other purpose without Landlord's prior written consent. Tenant will conduct its business in such manner that will not unreasonably interfere with Landlord's business operations, or that of other tenants, at the Building.

Tenant will not use or permit the Premises to be used for any unlawful use, or any other use that otherwise violates any applicable laws, rules, ordinances, and/or regulations.

Tenant will pay Landlord, on demand, for any damages to any part of the Building or Leased Premises suffered or caused by Tenant or other persons within Tenant's control, including Tenant's agents and employees.

3.2 Moving of Furniture and other Objects

Any furniture or other large objects to be moved into or out of the Building, shall be reasonably monitored and controlled by Landlord's Building Manager, as to the time and method of such moving, so as to cause a minimum of inconvenience to the other tenants of the Building and to prevent damage to the Building.

3.3 Alterations

Other than appropriate signs, Tenant will make no permanent alterations, additions, or improvements in or to the Premises (collectively called "Tenant Alterations") without Landlord's prior written consent, which consent shall not be unreasonably withheld or denied.

As a condition precedent to the Landlord's consent, Tenant shall deliver to the Landlord written plans and specifications for all such proposed Tenant Alterations. Tenant shall comply with the reasonable requirements of Landlord, and with all governmental rules and regulations in connection with such Tenant Alterations.

At all reasonable times, Landlord shall have the right to inspect, copy, and audit all documents that relate to Alterations. Tenant shall not permit any mechanic's, materialmen's or other liens to stand against the Leased Premises or the Building for any work or materials furnished to Tenant's part of Tenant's Alterations. Except as otherwise provided for in this Lease, or other writing executed by Landlord and Tenant, all of Tenant's Alterations, including those made and installed by or for Tenant, whether at Tenant's or Landlord's cost, shall be and remain Landlord's property. Tenant shall not remove, or cause to be removed, any Tenant Alterations without the written consent of Landlord.

3.4 Signs

Other than signs similar in size and providing similar information to those now in place in the areas now housing the offices of Tenant, Tenant shall not place any sign on any of the Building interior or exterior walls, grounds, windows, or doors, without the prior written approval of Landlord. All signs installed, except those now existing or otherwise agreed upon and set forth herein, shall be at Tenant's expense.

3.5 Indemnity and Insurance.

Tenant:

Tenant shall save and hold Landlord harmless from and against all penalties, claims or demand of whatever nature, arising from fault or negligence of Tenant, that may be made against Landlord arising from Tenant's occupancy or use of the Leased Premises.

Tenant further agrees to save and hold Landlord harmless from and against all claims, accidents, injuries, and/or damages (i) by reason of any act, omission or negligence of Tenant, its agents, or employees, (ii) by reason of any accident, injury or damage caused to persons or property occurring in or about the Leased Premises, within the Building or upon the real property on which the Building is situated, solely where such accident, injury or damage is claimed to have resulted from or did result from a direct act, omission, or negligence by Tenant, its agents, and/or its employees, or (iii) from a breach of a covenant by Tenant under this Lease.

Landlord:

Landlord shall indemnify, save, and hold Tenant harmless from and against all penalties, claims or demand of whatever nature, arising from fault or negligence of Landlord, that may be made against Tenant arising from Landlord's ownership of the Building, the Leased Premises, any unrented portions of the Building, the common areas of the Building, and/or the lands that the Building is situated.

Landlord further agrees to indemnify, save, and hold Tenant harmless from and against all claims, accidents, injuries, and/or damages (i) by reason of any act, omission or negligence of Landlord, its agents, employees or invitees, (ii) by reason of any accident, injury or damage caused to persons or to property occurring in or about the common areas of the Leased Premises, the Building, or upon the real property on which the Building is situated and where such accident, injury or damage is claimed to have resulted or did result from an act, omission, or negligence of Landlord or Landlord's agents, employees, and/or invitees or (iii) from a breach of a covenant by Landlord under this Lease.

Tenant's Liability Insurance:

During the term of this Lease, Tenant shall, at its cost, expense, keep in full force and effect commercial general liability coverage, including personal injury and property damage, through the City's Risk Management Fund established and maintained pursuant to Ohio Revised Code Section 2744.08(A)(2)(a). The City will provide a certificate of coverage upon request.

Landlord's Liability Insurance:

Landlord shall, at its cost, expense, keep in full force and effect Commercial General Liability Insurance in a sufficient amount to retain or otherwise reasonably cover all potential risk, loss or injury to persons and/or damage to the Premises and the property of others.

3.6 Assignment and Subletting

Tenant shall not assign this Lease or sublet the Premises or any part thereof without Landlord's prior written consent, which consent shall not be unreasonably withheld. No such assignment or subletting shall relieve Tenant from its obligations to pay the rent and perform all the other covenants herein stipulated to be performed by Tenant. No assignment by operation of law shall be effective to transfer any rights to any assignee without the prior written consent of Landlord. If Tenant is a corporation and is merged with another corporation, the foregoing shall not prohibit an assignment of this Lease to the corporation with which it is merged if such assignee has a net worth of least equal to the net worth of Tenant immediately prior to, such merger.

3.7 Condition of Premises at End of Term

Upon expiration or termination of this Lease, Tenant shall peaceably and quietly leave and surrender the Premises in as good condition as they are on the Commencement Date or may thereafter be put, excepting ordinary wear and tear, repairs and replacements required to be made by Landlord, and loss by fire, casualty and causes beyond Tenant's control.

ARTICLE IV
RIGHTS RESERVED TO LANDLORD

Landlord reserves the right to enter the Premises at reasonable times to inspect same, and to make such repairs, alterations, decorations, improvements and additions as Landlord deems necessary or desirable for the safety preservation or improvement of the Building. Landlord, during the final 12 months of the term of this Lease, reserves the right to enter Premises at reasonable times to show the Premises to prospective purchasers or tenants and to mortgagees.

ARTICLE V TENANT'S
PROPERTY

5.1 Ownership

All furniture, furnishings, equipment and trade fixtures owned by Tenant or installed at Tenant's expense shall remain the personal property of Tenant, and, at Landlord's request, shall be removed by Tenant upon expiration or termination of this Lease. Tenant shall repair any damage to the premises or Building caused by such removal.

5.2 Damage

Landlord shall not be responsible or liable for, and Tenant shall hold Landlord harmless from liability for, any damage to or loss of any property of Tenant located within the Premises. Landlord shall further not be responsible or liable for any damage to or loss of property of Tenant caused by other tenants of the Building, by the public, or caused by operations in the construction or operations of any private, public and quasi-public work.

5.3 Failure to Remove

If, within 60 days after termination or upon the termination or expiration of this Lease, Tenant fails to remove all of Tenant's property from the premises, Landlord, after notice to the Tenant of its intent to remove and store such property, may, at its option, remove such property and store the same without liability to Tenant for loss thereof. In that event, Tenant agrees to pay Landlord, on demand, for any and all expenses incurred as a result of such removal and storage, including court costs, if applicable, for any length of time that Tenant's property shall be in Landlord's possession.

ARTICLE VI
FIRE AND CASUALTY

Landlord shall insure the Premises at replacement cost, including Tenant improvements, against loss by fire and other peril as is normally covered under and "All Risk" insurance policy.

Except as otherwise provided herein, if the Premises, including any portion of the Leased Premises or any improvements installed therein by Landlord, are damaged by fire or other casualty not directly caused by Tenant, its employees or invitees or as a result of Tenant's use or neglect, Landlord shall, upon written notice thereof given to Landlord by Tenant, repair or cause to be repaired, any such damage, by and at the expense of Landlord. Further, Tenant's rent shall be

reduced in proportion to the part of the Leased Premises that is not usable by Tenant, until such time as all repairs have been completed.

Landlord shall not be obligated to repair damage to or to replace any alterations or improvements made by Tenant, or any fixtures, furniture, furnishings, equipment or other property of Tenant not covered by Landlord's insurance. Any such repairs and replacements shall be made by and at the expense of Tenant.

If the Premises are rendered wholly untenable, rent shall be abated from the date of such damage. If the Premises shall be so damaged that, in Landlord's opinion, substantial alteration, demolition or reconstruction shall be required, and then Landlord may, not later than 90 days following the damage, give Tenant notice in writing terminating this Lease. If landlord elects to restore the Premises, then Landlord shall commence such restoration within 90 days following the damage and shall complete such restoration within a reasonable time.

Tenant shall not do or permit anything to be done in said premises, or bring or keep anything therein which will in any way increase the rate of fire insurance on said building; or obstruct or interfere with the rights of other tenants, or which conflict with the laws relating to fire, or with the regulations of the Fire Department or with any insurance policy upon said building or any part thereof, or conflict with any of the rules and ordinances of the Board of Health or Building Inspection Department, or which would in any other way be considered illegal. In the event that any use by Tenant conflicts with any insurance policy upon the building or any part thereof, or increases the rate of fire insurance, Tenant shall pay to Landlord the amount of any increased insurance premiums, if Landlord is responsible for payment of said premiums.

ARTICLE VII WAIVER OF SUBROGATION

Landlord and Tenant each waive any and all rights of additional recovery from the other for any damage to or destruction of the Premises, the building, the Leased Premises, and any of the Parties' respective property, from all causes that are included in and covered under standard fire and extended coverage insurance policies or endorsements available in the State of Ohio. This waiver is limited to losses for which each is compensated by its insurers, and then only to the extent its policies of insurance permit it to waive the insurers' rights of subrogation. Landlord and Tenant shall use their best efforts to obtain policies permitting the waiver of the insurers' subrogation rights.

ARTICLE VIII
EMINENT DOMAIN

If all or any part of the Premises shall be condemned and taken for any public use, this Lease shall terminate as of the date that the right to occupy the Premises shall vest in the condemner, and Landlord shall refund to Tenant any prepaid rent. All damages awarded for such taking shall belong to Landlord whether such damages shall be awarded as compensation for diminution in value of the leasehold or to the fee; provided, however, Landlord shall not be entitled to any award made to Tenant for loss of business, for the taking of its trade fixtures or other of its property, or for its moving expenses.

ARTICLE IX
DEFAULT

9.1 Default by Tenant

If any rent shall be in arrears and unpaid for 14 days with or without demand being made therefore, Tenant shall be in default under any other provisions of this Lease and remain so for 30 days after Landlord has notified Tenant in writing of such default, Tenant abandons or vacates the Premises other than by termination of this Lease as set forth herein, Tenant shall file a petition for relief under the Bankruptcy Act or shall make an assignment for the benefit of creditors, Tenant shall be adjudged a bankrupt, and/or if Tenant's interest herein shall be levied upon under execution, or seized by virtue of any decree of a court of competent jurisdiction by appointment of a receiver or otherwise and such order is in effect for 30 days or more, then, and in any such event, Landlord may, at its option, immediately and without notice to Tenant or any other person, enter and take possession of the Premises and terminate this Lease without prejudice to any other remedies or rights of Landlord and every obligation of Landlord shall terminate.

In the event of such repossession, Landlord may nevertheless recover from Tenant all rent and other sums due hereunder up to the time of such entry and from further sums, if any, as Landlord may be entitled to under the Bankruptcy Act or other applicable laws then existing.

Landlord shall also have the right and option in any such event, to relet the Leased Premises for the account of Tenant, without such reletting constituting a termination of this Lease. In that event, Tenant shall be liable for any deficiency between the rent herein reserved and the net proceeds realized by such reletting. Tenant shall also be liable for such expenses, repairs, changes, alterations or additions in or to the Premises as may be necessary in the opinion of the Landlord for such reletting.

9.2 Default by Landlord

The occurrence of any one or more of the following events shall constitute a material breach by Landlord:

- (i) The failure by Landlord to make any payment required to be made by Landlord hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from Tenant to Landlord; or
- (ii) The failure by Landlord to observe or perform any of the covenants, conditions or provisions of this Lease where such failure shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord.

Provided however, that if the nature of Landlord's default is such that it cannot be cured solely by payment of money, and that more than thirty (30) days may be reasonable required for such cure, then Landlord shall not be deemed to be in default if Landlord shall commence such cure within such thirty (30) day period and shall thereafter diligently prosecute such cure to completion.

In the event of any material breach of this Lease by Landlord, then Tenant in addition to other rights or remedies it may have and at Tenant's sole option, may perform such obligations of Landlord. Tenant shall have the right to set off any expense incurred thereby against any rent or other payment due or shall become due hereunder. Tenant reserves the right to terminate Lease should material breach not be cured in a reasonable period of time to Tenant's satisfaction.

ARTICLE X HOLDING OVER

If Tenant remains in possession of the Premises after the expiration of the term hereof, without having first extended this Lease by written agreement with Landlord, Tenant shall be deemed to be a Tenant for month-to-month basis only, at the base rent at which Landlord will then offer space comparable to the Leased Premises to new tenants of the Building. In all other respects, except for the duration of the term, the provisions of this Lease shall govern the rights and liabilities of Landlord and Tenant.

ARTICLE XI SUBORDINATION

11.1 Superior Lease

This Lease, including any extensions or renewals thereof, is and shall be superior to all easements and mortgages which may now or hereafter affect the Building, and to all ground or underlying Leases of the land or of the Building ("Superior Lease") heretofore and hereafter

made. Tenant shall promptly execute any instruments or certificates that Landlord may reasonably request in confirmation of such subordination. Tenant shall give any mortgagee by registered mail, a copy of any notice of default served on Landlord, provided that prior to such notice Tenant has been notified, in writing (by way of Notice of Assignment of Rents and Leases or otherwise) of the address of such mortgagee; and the mortgagee shall have 30 days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such 30 days, any mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default, (including but not limited to commencement of foreclosure proceedings, if necessary to effect such cure) in which event this Lease shall not be terminated while such remedies are being so diligently pursued. If in the event of the termination of a Superior Lease or the foreclosure of any mortgage, the land and/or the Building is sold and/or conveyed, Tenant will attorn to the grantee and shall continue to be obligated to perform .all of Tenant's obligations under this Lease if Tenant's continued use and occupancy of the Premises, while Tenant is not in default hereunder, are enforceable under the terms of a non-disturbance covenant or agreement binding on such grantee, subject to 12.2 below.

11.2 Sale of Premises

Landlord shall give Tenant at least ninety (90) days' notice, prior to closing if Landlord intends to sell or transfer title to building. Tenant reserves the right to terminate or renegotiate the Lease if the Landlord should sell or transfer the building at any time during the term of this Lease.

ARTICLE XII MISCELLANEOUS

12.1 Notices

Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by registered or certified mail in a postpaid envelope addressed as follows:

If to Tenant:

Attn: Director of Public Utilities
420 Madison Avenue, 4th Floor
Toledo, OH 43604

If to Landlord:

Attn: Building Manager
420 Madison Avenue, 1st Floor
Toledo, OH 43604

With Copy to:

Attn: Director of Law

One Government Center, Ste 2250

Toledo, OH 43604

or at such other address(es) as Tenant and Landlord may respectively designate in writing. Notice shall be deemed to have been duly given, if delivered personally upon delivery thereof, or if mailed upon the third day after the mailing thereof.

12.2 Entire Agreement

This Lease constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. Landlord and its agents have made no representations or promises with respect to the Leased Premises, the building or the grounds, except as herein expressly set forth.

12.3 No Waiver

No waiver by Landlord of any breach of any provisions of this Lease shall be deemed to be a waiver of any other breach of the same or any other provision. The granting of any consent by Landlord to any act of Tenant, or the failure on the part of Landlord to object to any action of Tenant without Landlord's consent, which requires Landlord's consent under the terms of this Lease, shall be deemed a waiver by Landlord of its right to require such consent for any further similar act by Tenant.

12.4 Severability

If any provision of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

12.5 Persons Bound

This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Lease.

12.6 Governing Law

This Lease shall be construed pursuant to the laws of the State of Ohio.

12.7 Amendment

No amendment or modification of the terms hereof shall be binding unless the same shall be in writing and duly executed by the parties hereto.

12.8 Remedies Cumulative

The rights and remedies provided by this Lease are cumulative, and the use of any one right or remedy by either party shall not preclude the use of any or all other rights and remedies. Said rights and remedies are given in addition to any other rights and remedies and parties may have by law.

12.9 Force Majeure

Neither Landlord nor Tenant shall be required to perform any term, condition or covenant in this Lease so long as such performance is prevented by any cause not reasonably within the control of Landlord or Tenant and which by the exercise of due diligence Landlord or Tenant is unable, wholly or in part, to prevent or overcome. This section shall not operate to excuse Tenant from the prompt payment of rent, charges or other payments required by the terms of this Lease.

12.10 Memorandum of Lease and Certificates

This Lease will not be recorded without the consent of Landlord but, upon written request by Tenant, Landlord will execute and record a Memorandum of Lease, with the omission of all rental and other monetary considerations set forth herein, in form suitable for recording. Upon written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications, and the dates to which rent and other charges have been paid.

12.11 Rules and Regulations

Tenants, its servants, employees, agents, visitors and licensees shall observe and comply with such reasonable rules and regulations, not inconsistent with this Lease, as Landlord may from time to time adopt and as the same may thereafter be by changed by Landlord; provided that they shall be non-discriminatory and of general application to all tenants of Landlord in the building.

Landlord shall enforce the same in a uniform and non-discriminatory manner as to all of its tenants in the building.

12.12 Commissions

Neither Landlord nor Tenant is aware of any claimed commissions as a result of this Lease, and each party shall hold the other harmless from any claims of commissions due as a result of this Lease and which arise from the actions or inactions of the other party.

ARTICLE XIII
QUIET ENJOYMENT

Landlord covenants and agrees that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Premises without any hindrance from Landlord or any person or persons lawfully claiming the Premises. However, Landlord shall not be liable for any breach of this covenant of quiet enjoyment occurring after Landlord shall have transferred ownership of the Building provided Landlord's grantee shall have affirmatively assumed Landlord's obligations under this covenant of quiet enjoyment as well as the other Lease covenants to be performed by Landlord. Landlord shall remain liable for any breach of its covenant of quiet enjoyment occurring before Landlord shall have transferred ownership of the Building.

ARTICLE XIV
RENEWAL OPTION(S)

Tenant shall have up to two (2) additional options to extend the lease for a period of five (5) years each under the same terms and conditions set forth herein, subject to a base rent adjustment CPI and mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties herein have each executed this Lease as of the 1st day of June, 2022.

LANDLORD: **Ohio Building Co. LTD**

By: _____

Printed Name: David K. Ball

Title: Managing Member

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

BEFORE ME, a Notary Public in and for said county and state, personally appeared David K. Ball, as Managing Member and duly authorized agent for **Ohio Building Co., LTD**, an Ohio limited liability corporation, who did execute the foregoing instrument and who acknowledged that he did sign the foregoing instrument for and on behalf Ohio Building Co., LTD, and the same is his free act and deed individually and, as such public officer of said corporation, the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Toledo, Ohio, on this ___ day of _____, 2022.

NOTARY PUBLIC
My Commission Expires _____

[INTENTIONALLY LEFT BLANK]

TENANT: **City of Toledo**

By: _____
Printed Name: Wade Kapszukiewicz
Title: Mayor

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Wade Kapszukiewicz, as the Mayor of **City of Toledo**, an Ohio municipal corporation, who did execute the foregoing instrument and who acknowledged that he did sign the foregoing instrument for and on behalf of City of Toledo, Department of Public Utilities, being hereunto duly authorized pursuant to Ordinance No. _____, and the same is his free act and deed individually and, as such public officer of said municipal corporation, the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Toledo, Ohio, on this ____ day of _____, 2022.

NOTARY PUBLIC
My Commission Expires _____

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Edward A. Moore, MBA, Director
Dept. of Public Utilities

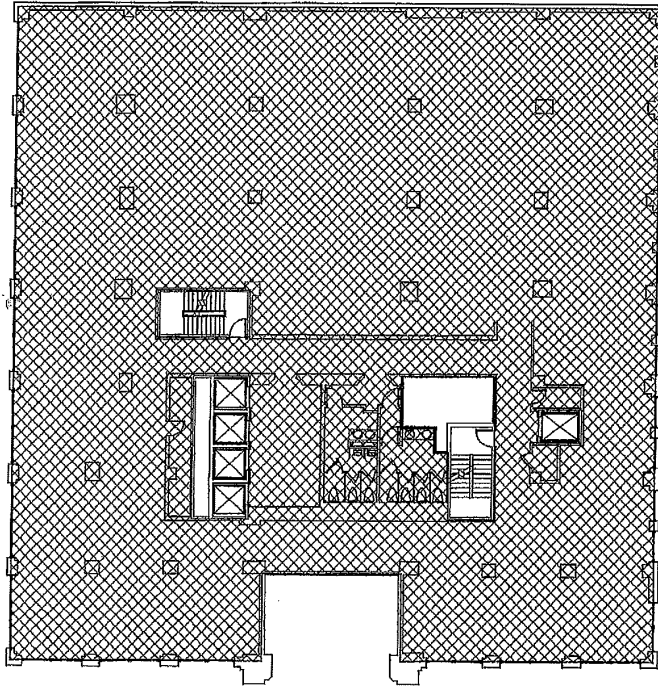
Department of Law

EXHIBIT A

EXHIBIT A

2nd Floor AREA

12,951 sq. ft.



3rd & 4th Floor AREA
11,645 sq. ft.

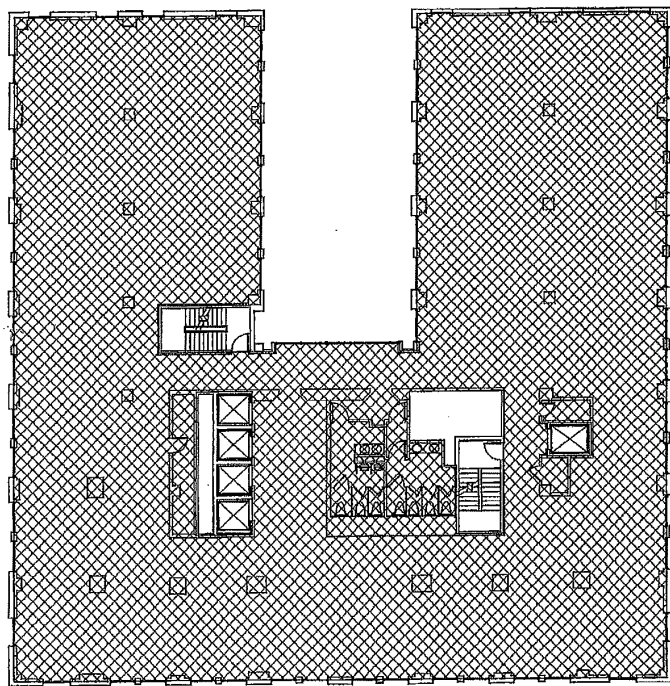


EXHIBIT B

JANITORIAL SERVICES OFFICES AND COMMON AREAS

For the purposes of this Lease, cleaning will be done for the Premises, Building and Leased Premises and , Monday through Friday, starting at 5:30 p.m., with the exception of all holidays observed by Tenant. Landlord will provide the following janitorial services:

I. DAILY

- Vacuum all readily accessible carpeted main traffic and common areas.
- Vacuum obvious debris anywhere on carpet
- Dust mop and damp mop all hard surface floors.
- Dust all horizontal surfaces of tables, desks, and work surfaces which are reasonably clear of obstructions.
- Damp wipe telephone receivers and cradles.
- Empty and damp wipe waste baskets.
- Dispose of any items marked "trash".
- Replace trash liners as needed.
 - Note: Building management discourages the use of desk waste baskets for the disposal of food and beverages.
- Remove waste paper and normal office refuse and recyclable material through facilities provided by the building.
- Clean entrance door glass and sidelights.
- Clean entrance area windows inside and out.
- Clean drinking fountains.
- Spot clean walls, doors, and tracks of elevator cabs.
- Clean elevator doors and elevator cars.
- RESTROOMS
 - Spot clean all doors, partitions and walls, dust partition tops.
 - Empty waste paper and sanitary napkin receptacles.
 - Restock and refill towel, tissue, soap and sanitary seat cover dispenser.
 - Clean and disinfect all commodes, urinals and wash basins.
 - Clean and polish all chrome fixtures including faucets, flushers, wash basin traps and piping.
 - Clean mirrors and other bright work.
 - Clean sinks and counters.
- Dust mop and damp mop the floors.

II. WEEKLY

- Dust/damp wipe fire extinguisher, fire equipment boxes and fire bells.
- Dust and/or damp wipe wall convectors and window sills.
- Dust window blinds.
- High dust all wall hangings, clocks, partition tops, file cabinets and open book shelves which are reasonably clear of obstructions.
- Low dust desks, partitions, chairs and other office furniture.
- Dust and/or damp wipe chairs, brush all cloth office furniture.
- Vacuum tight areas around desks and chairs, etc. and carpet edges.
- Spot clean all doors, door frames and interior *glass*.
- Damp wipe desks as necessary.
- RESTROOMS
 - Clean entire outside and base of toilets

III. ANNUALLY

- Clean carpets
 - Tenant must remove all items, except furniture prior to cleaning
 - Any items left on the floor will be cleaned around
- Scrub bathroom floors, tiles and grout.
- Wall washing, wallpaper repairs or replacement, touch-up painting, as necessary and appropriate
- Change air filters and clean ceiling air vents as needed or, at a minimum, annually

IV. AS NEEDED

- Re-lamping light fixtures or bulb replacement, or as necessary.
- Surface cleaning business machines or medical equipment, if applicable.
- Dusting of artificial plants.
- Inside and outside windows, but at a minimum annually

IV. SPECIFIC EXCLUSIONS

- Watering live plants.
- Moving furniture in performing any of the services listed herein