BUSINESS PROPERTY LEASE
OHIO BUILDING CO

THIS AGREEMENT is made at 420 Madison Avenue, Toledo, Ohio, on this _____day of _____ _____, 2022, by and between **City of Toledo**, (Lessee) and **Ohio Building Co., LTD** (Lessor). In consideration of the promises set forth herein, and for and on behalf of their heirs, successors, administrators, executors and assigns, the parties agree that:

The Lessor hereby leases to the Lessee the following-described premises (Leased Premises), in an "**as is**" condition, located in the City of Toledo, County of Lucas, and State of Ohio:

420 Madison Ave, Suite 100
Toledo, Ohio 43604
Occupying 1,475 sq. ft.

PARKING: Parking included with the leased premises shall be N/A.

TERM: This lease shall be for the term of one (1) year (12 months), and shall commence on the 1st day of September 2022, and terminate on the 31st day of August 2023. Possession Date will be the 1st day of September 2022.

RENEWAL TERM: This Lease can be renewed, upon mutual agreement of the parties, for one (1) additional one (1) year term, under the same terms and conditions set forth herein.

RENT: Lessee shall pay as rent, the total sum of $32,169.75, payable in equal monthly installments of $2,680.81, in advance, on the 1st day of each month, commencing September 1st, 2022.

SECURITY DEPOSIT: N/A.

CONDITIONS OF PREMISES: Unless otherwise specified herein, Lessee does hereby accept the premises in an "as is" condition at the commencement of the Lease, subject to all defects therein, whether concealed or otherwise, except hidden defects known to Lessor and unknown to Lessee, which would not be discoverable through a reasonable inspection by Lessee.

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

USE OF PREMISES: Lessee may use the Premises for general office purposes, and for no other purpose without Lessor's prior written consent. Lessee will conduct its business in such manner that will not unreasonably interfere with Lessor's business operations, or that of other Lessees, at the Building.

RESPONSIBILITIES OF THE LESSOR:

- Maintain and keep in proper repair any common areas not exclusively under the control of Lessee.
- Hold Lessee harmless from any claims for commissions.
- Lessor shall provide all lighting, plumbing, electrical and HVAC systems in good operating condition.
- Lessor shall be responsible for maintenance of the roof, building exterior, sidewalks and replacement of heating and air condition units, if necessary only.
- Lessor shall cover cost of the signage on the marquee signage in building lobby and outside suite door.

RESPONSIBILITIES OF THE LESSEE:

- Shall not attach, paint, or inscribe any signs or structures on the roof or exterior walls of the building without written consent of Lessor, which consent shall not be unreasonably withheld.

- Permit Lessor or agents of Lessor, at reasonable times, to enter the premises to examine the condition thereof and make such repairs or improvements necessary for the safety and preservation of the premises, or to exhibit the premises to prospective purchasers or Lessees.
- Hold Lessor harmless from any and all claims and demands by any person arising from the failure of Lessee to perform any obligation herein.
- Shall not assign or transfer this lease or sublet the premises without the written consent of Lessor, which consent shall not be unreasonably withheld.
- Repair all damage caused by the negligence of Lessee, its invitees or employees to the leased premises.
- Surrender the premises at the end of the lease term in as good condition as the premises are, reasonable wear and tear, and unavoidable casualty accepted.

FIXTURES AND INTERIOR ALTERATIONS: Lessee shall make no changes in the construction of the building or nay substantial alteration to the building interior without the written consent of Lessor. All improvement installed by Lessee, except for portable partitions and trade fixtures, shall be deemed permanent fixtures and the property of Lessor, unless otherwise agreed in writing by the parties.

SIGNAGE: All signs subject to Lessor's approval. Permitted on the outside of Lessee's suite entrance and in lobby on building marquee sign in lobby. Lessor shall cover cost of signage on marquee sign in lobby of building. Signage will be uniform with all the other signs within the building.

UTILITY AND OTHER OPERATING EXPENSES: The base rental amount set forth hereinabove shall include all "BUILDING OPERATING COSTS" for the Leased Premises that is the subject of this Lease Agreement, only.

The only utility and/or operating costs to be paid by Lessee under this Lease Agreement shall be cable/internet service.

DAMAGE TO PREMISES DURING LEASE TERM:

Lessor shall insure the Premises at replacement cost, including Lessee 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 Lessor, are damaged by fire or other casualty not directly caused by Lessee, its employees or invitees or as a result of Lessee's use or neglect, Lessor shall, upon written notice thereof given to Lessor by Lessee, repair or cause to be repaired, any such damage, by and at the expense of Lessor. Further, Lessee's rent shall be reduced in proportion to the part of the Leased Premises that is not usable by Lessee, until such time as all repairs have been completed.

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

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

HOLD OVER TENANCY: If Lessee remains in possession of the Premises after the expiration of the term hereof, without having first extended this Lease by written agreement with Lessor, Lessee shall be deemed to be a Lessee for month-to-month basis only, at the base rent at which Lessor will then offer space

comparable to the Leased Premises to new Lessees 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 Lessor and Lessee.

INSURANCE: During the term of this Lease, Lessee 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.

Lessor 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.

WAIVER OF SUBROGATION: Lessor and Lessee each waive, to the extent authorized by law, 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. Lessor and Lessee shall use their best efforts to obtain policies permitting the waiver of the insurers' subrogation rights.

SUBORDINATION: 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. Lessee shall promptly execute any instruments or certificates that Lessor may reasonably request in confirmation of such subordination. Lessee shall give any mortgagee by registered mail, a copy of any notice of default served on Lessor, provided that prior to such notice Lessee 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, Lessee will attorn to the grantee and shall continue to be obligated to perform .all of Lessee's obligations under this Lease if Lessee's continued use and occupancy of the Premises, while Lessee is not in default hereunder, are enforceable under the terms of a non-disturbance covenant or agreement binding on such grantee.

APPROPRIATION OR CONDEMNATION BY GOVERNMENTAL AUTHORITY: 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 Lessor shall refund to Lessee any prepaid rent. All damages awarded for such taking shall belong to Lessor whether such damages shall be awarded as compensation for diminution in value of the leasehold or to the fee; provided, however, Lessor shall not be entitled to any award made to Lessee for loss of business, for the taking of its trade fixtures or other of its property, or for its moving expenses

REMEDIES IN EVENT OF DEFAULT BY LESSEE:

If any rent shall be in arrears and unpaid for 14 days with or without demand being made therefore, Lessee shall be in default under any other provisions of this Lease and remain so for 30 days after Lessor has notified Lessee in writing of such default, Lessee abandons or vacates the Premises other than by termination of this Lease as set forth herein, Lessee shall file a petition for relief under the Bankruptcy Act or shall make an assignment for the benefit of creditors, Lessee shall be adjudged a bankrupt, and/or if Lessee'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, Lessor may, at its option, immediately and without notice to Lessee or any other person, enter and take possession of the Premises and terminate this Lease without prejudice to any other remedies or rights of Lessor and every obligation of Lessor shall terminate.

MISCALLENOUS:

No waiver by Lessor of any beach 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 Lessor to any act of Lessee, or the failure on the part of Lessor to object to any action of Lessee without Lessor's consent, which requires Lessor's consent under the terms of this Lease, shall be deeded a waiver by Lessor of its right to require such consent for any further similar act by Lessee.

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

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

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. Lessor 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.

IN WITNESS WHEREOF, the Parties herein have each executed this Lease on the respective dates set forth after their signatures herein.

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 1 day of SEPT., 2022.

NOTARIAL SEAL STATE OF OHIO
JAMIE MARK PAUL
Notary Public, State of Ohio
My Commission Expires
December 20, 2024

_____
NOTARY PUBLIC

My Commission Expires _____
TENANT: **City of Toledo**

By Wade Kapszukiewicz
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. 441-22 _____, 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 5th day of October, 2022.

NOTARY PUBLIC
My Commission Expires 7/9/24

ANDRIA L. GARDNER
Notary Public, State of Ohio
My Commission Expires
July 9, 2024

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Leslie Kovacik/per auth. C. Devontmo
Department of Law