

ORDINANCE NO. 17-065

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH SANDCITY LLC, FOR THE RELOCATION OF CITY HALL; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, SANDCITY, LLC currently owns three (3) properties located at 234-256 Columbus Avenue and 115 E. Washington Row and is planning to undertake an \$11.4+ million restoration to the properties that will completely renovate, restore and tenant approximately 51,000 square feet of currently vacant space; and

WHEREAS, upon completion of the restoration project, the properties will be comprised of eighteen (18) residential apartments, three (3) retail storefronts, and relocated City administrative offices, and to aid in the redevelopment of the Columbus Avenue Project, the Company has applied for Substantial Redevelopment assistance through the City; and

WHEREAS, this City Commission approved a Letter of Intent (LOI) with Vintage Development Group, LLC, related to the redevelopment of property by Ordinance No. 16-146, passed on September 12, 2016, to express the City's intent to occupy approximately 21,500 square feet within the property for the City's administrative offices, and included in the Letter of Intent were several contingencies related to financing that needed to be secured prior to entering into a formal lease agreement; and

WHEREAS, requests relating to this property are being made in companion legislation to approve a loan to SANDCITY, LLC, in the amount \$1.425 million and a grant to SANDCITY, LLC, in the amount of \$425,000; and

WHEREAS, the City now desires to enter into a Lease Agreement for the space consisting of 21,424 +/- square feet located at 115 E. Washington Row and 240 Columbus Avenue, owned by SANDCITY LLC, for the relocation of City Hall; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to preserve the historical character and history of downtown, immediately stabilize and rehabilitate a documented blighted area, to take advantage of the State Historic Tax Credits and New Market Tax Credits to reduce the overall Lease costs, and to allow construction of the project to commence in accordance with the terms of the Letter of Intent, entered into by the City on September 15, 2016; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:


Section 1. This City Commission approves the Lease Agreement between the City and SANDCITY LLC, a copy of which is marked Exhibit "1"

and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein and the City Manager is hereby authorized to execute the Agreement on behalf of the City in substantially the form of the Agreement on file with the Clerk and attached to this Ordinance together with such revisions or additions as are approved by the Law Director as being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.


Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: 

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: March 27, 2017

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) made and entered into at Sandusky, Ohio, this ____ day of ____ 2017, (the “Effective Date”) by and between **SANDCITY LLC**, an Ohio limited liability company, whose mailing address is 38025 Second St., Suite 102, Willoughby, Ohio 44094 which with its successors and assigns is herein called “Lessor” AND **THE CITY OF SANDUSKY, OHIO**, an Ohio municipal corporation, whose mailing address is 222 Meigs Street, Sandusky, Ohio 44870 which is herein called “Lessee”.

1. PREMISES

In consideration of the payment of all rentals and the performance of the covenants as hereinafter set forth, the Lessor demises unto Lessee and Lessee leases from Lessor, for the term and upon the terms and conditions set forth in this Agreement, the Premises as follows:

Situated in the City of Sandusky, County of Erie and State of Ohio, and being a portion of the commercial buildings (the “Buildings”) located at 115 E. Washington Row (PPN# 56-68023.000) and 240 Columbus Ave. (PPN# 56-01068.000), Sandusky, Ohio 44870 owned by Lessor (the “Parcels”). The space specifically applicable under this Agreement consists of 21,424 +/- square feet with the following approximate areas: 115 E. Washington Row (15,646 SF), 240 Columbus Ave. (5,778 SF) as depicted on Exhibit “A” in green color as City Hall (herein called the “Premises” or the “Leased Premises”).

Lessor reserves to itself the roof, exterior walls, attics and basements of the Buildings, and further reserves the right to place, maintain, repair and replace utility lines, pipes, ducts, conduits, wires and tunneling and the like in, over, under, and through the Premises as may be reasonably necessary or advisable for the servicing of the Premises or of other portions of the Buildings in locations which will not materially interfere with Lessee’s use of its Premises. Lessor may enter and examine the Leased Premises upon reasonable notice or without notice in an emergency threatening life or property.

2. COMMON AREAS

Common areas are not shared with other Lessees in the Buildings other than walks and landscaped areas on the site and common areas within the Buildings consisting of a common lobby, common stairwell, and common elevator located at the 115 E. Washington Row entrance (collectively the “Common Areas”). Note that the street parking in front of the Buildings is not part of the Common Areas and the stairwell labeled near the notation “EE” in Exhibit “A” is part of the Leased Premises and not part of the Common Areas, however such stairwell will serve as an emergency egress for other tenants in the Building only in the event of an emergency.

Lessor shall maintain and operate, or cause to be maintained and operated and shall have sole control over said Common Areas at all times, for the benefit and non-exclusive use of Lessee and the customers and patrons of Lessee and of other Lessees, owners and occupants of the Buildings and land constituting the Buildings of which the Premises are a part. Said maintenance and operations shall be done in such manner, as Lessor, in its sole discretion, shall determine and in a manner, consistent with a “first class” building.

No Lessee, organizations, individual, or any other entity shall use the Common Areas for any other purpose than herein designated or as designated at Lessor’s sole discretion, nor shall anyone have the right to authorize the use of any of the Common Areas except the Lessor herein. Lessor hereby grants to Lessee the privilege to use, in common with other Lessees that Lessor may designate, certain office amenities located in the Premises, the use of all of which are subject to such reasonable rules and regulations as Lessor currently has in place and may adopt from time to time.

Lessor reserves the right to modify, alter, redesign or to make changes, additions, deletions, closures, alterations, or improvement in or to the said Common Areas or any portion thereof including the parking areas, if any, providing that adequate Common Area facilities are made available for the Lessee and that no unreasonable obstruction of Lessee’s right of access to the Premises, or any unreasonable interference with Lessee’s use of the Premises under the circumstances, shall be caused by any of the above changes. Moreover, Lessor reserves the right, without incurring any liability to Lessee and without it constituting an eviction to change the appearance, size, composition, number, arrangement or location of the public entranceways, doors, doorways, landings and other public parts of the Buildings as Lessor, in its sole discretion, deems necessary or desirable to temporarily close the Common Areas or any part thereof for repairs, changes, installations, or construction. However, in undertaking the aforementioned actions the Lessor shall ensure that all ADA rules, regulations, and accessibility requirements are met.

3. CHANGES AND ADDITIONS TO FLOOR PLAN

Lessor and Lessee agree that the floor plan attached hereto (Exhibit “A”) shows only the approximate shape, design, and location of the Leased Premises and changes, revisions, additions, reductions or modifications thereto shall be finalized and agreed upon between Lessor and Lessee pursuant to Section 8 hereof. Lessee’s consent shall not be required for Lessor to make changes, revisions, reductions or modifications, including the sale or leasing of, any other portions of the Buildings for the construction of and operation of common areas, apartments, offices and/or retail as part of the Buildings.

In addition, Lessor shall have the right, to alter the size, quality, and character of the Common Areas, leasable area, and lessee mix of the Buildings, as well as the uses to which the Buildings may be put. Lessee hereby specifically acknowledges and agrees that this Agreement does not and shall not be deemed to contain any representation by Lessor that any lessee or type of lessee shall occupy or continue to occupy premises in the Buildings during the term of this Agreement.



Notwithstanding the foregoing, Lessor acknowledges that such lessees or types of lessees shall abide by all lawful zoning and municipal regulations related to such permitted uses within the Buildings.

4. CONDITION OF PREMISES

Lessee acknowledges and agrees that it has examined the Premises and deems it would be suitable for the type of business to be conducted during the Agreement term upon completion of the Improvements work to be performed as described in Section 14 hereof. Lessee further acknowledges that neither Lessor, nor any of its employees, agents or any parties claiming to act on Lessor's behalf, has made any warranty of fitness, representation, estimation or promise concerning the suitability of the Leased Premises for Lessee's business.

Lessee acknowledges that prior to occupancy it will thoroughly examine the Leased Premises and acknowledge that the Leased Premises are in good order and repair. Upon occupancy, Lessee acknowledges that Lessor has made no representations or warranties concerning the condition of the Leased Premises, other than as provided herein, or concerning its fitness for Lessee's purposes.

5. USE

During the Agreement term, Lessee shall operate on the Premises its City Hall offices and public spaces for City Hall staff, commissioners and the public.

Lessee agrees not to use the Leased Premises (or permit the Leased Premises to be used) for any unlawful purpose and will conform to, comply with and obey all present and future federal, state and local laws, ordinances, rules and regulations, and all directions of the proper public officials applicable to the Leased Premises and Lessee's occupation and use thereof. Lessee agrees not to commit waste or create a condition, or conditions, either by act or failure to take appropriate action, which are detrimental to the safety and welfare of any person or property within the Building. Lessee agrees to conduct its business always in a first-class and reputable manner. No auction, liquidation, going out of business, fire or bankruptcy sales may be conducted in the Premises, except for occasional, incidental municipal personal property auctions conducted by Lessee as part of its regular course of business.

Lessee agrees to assume full responsibility and at its own cost to keep and maintain the Premises neat, clean, and in proper repair, except for repairs that are the Lessor's responsibility per Section 19 hereof, and decor and free from waste and offensive odors and in an orderly and sanitary condition free of vermin, rodents, bugs and other pests. Lessee shall not use, keep, or permit to be used or kept, any foul or noxious gas or substance in or on the Premises; or permit or allow the Premises to be used or occupied in a manner which due to any odor is offensive or objectionable to Lessor or to the other Lessees or occupants of the Buildings.

6. BUILDINGS OPERATING HOURS

Normal operating hours for the Buildings are Monday through Friday from 7:00 AM to 5:30 PM.

The operating hours shall not prevent the Lessee from operating in the Leased Premises beyond those hours and the Lessee shall have access to its Leased Premises 24 hours per day, 7 days per week.

7. TERM

The term of this Agreement shall commence at the end of the Contingency Period set forth in Section 8 hereof and continue for a period of Three Hundred Sixty (360) months after the Rent Commencement Date, hereinafter defined, with such end date of the term being defined as the "Termination Date". The date upon which Lessor delivers the Leased Premises to Lessee for occupancy after completion of the Improvements, as defined in Section 14 hereof, and as evidenced by a temporary Certificate of Occupancy shall be defined as the "Rent Commencement Date". In the event of issuance of a partial temporary Certificate of Occupancy for a portion of and not all of the Leased Premises, the Rent provided for pursuant to Section 10 hereof shall be prorated for the amount and term of such partial occupancy. The term of this Agreement is subject to early termination prior to the Termination Date only pursuant to Lessee's Purchase Options, if so elected by Lessee, as referenced in Section 9 hereof.

Upon completion of the Improvements, receipt of a temporary Certificate of Occupancy and Lessor's delivery of the Leased Premises to Lessee, Lessor and Lessee shall execute an amendment to this Agreement (the "Amendment") setting forth the actual Rent Commencement Date and Termination Date of this Agreement. At such time when the Amendment is executed, the Lessor and Lessee shall, upon the request of either party, execute a Supplemental Agreement in form for recording, setting forth the Rent Commencement Date and Termination Date of this Agreement.

In the event that Lessee's Purchase Option has not been exercised by Lessee pursuant to Section 9 hereof, then Lessee shall have a one-time option to extend only the lease term, by an additional Three Hundred Sixty (360) months (the "Extended Lease Term"), exercisable in writing no later than twelve (12) months prior to the Termination Date. The Purchase Option rights of Lessee pursuant to Section 9 hereof shall have expired and are not applicable during the Extended Lease Term. Nothing in this Agreement shall be construed to limit the ability of the Parties to enter into additional leases, extensions of leases, or sale during or at the end of the Extended Lease Term, the terms of which would be negotiated and a separate Agreement entered.

8. LESSOR AND LESSEE CONTINGENCIES

The Lessor or Lessee shall have the right to terminate this Agreement at any time prior to May 15, 2017 (the "Contingency Period"). During the Contingency Period, Lessor agrees not to offer the Premises for lease

to other parties for terms which are better than those of this Agreement. If Lessor chooses to exercise such right to terminate this Agreement, it shall notify Lessee in writing prior to the end of the Contingency Period. The Contingency Period may be extended at Lessor's sole discretion to finalize Lessor's various financing structures related to historic tax credit financing, new markets tax credit financing, senior debt and other financing that is acceptable to Lessor and such financing parties. Lessee agrees to work collaboratively with Lessor with regards to such financing structures as needed or required, including but not limited to executing any amendments to the Agreement to extend the Contingency Period or for other reasons as required by Lessor or such financing parties. Notwithstanding the foregoing, the Contingency Period shall not be extended beyond June 30, 2017 unless mutually agreed between Lessor and Lessee.

Either the Lessor or Lessee shall have the right to terminate this Agreement before expiration of the Contingency Period if, in accordance with the Improvements work to be completed pursuant to Section 14 hereof; (i) after Lessor and Lessee have collectively agreed on and completed a detailed architectural design and final floor plan, scope of finishes and Lessor has completed its priced out cost analysis for the work, and; (ii) based on the results thereof, if the costs for such work exceed Lessor's estimates (the "Budget") in determining the rent terms contained herein, thereby requiring Lessee to fund additional costs toward the Improvements (the "Initial Extras"); and (iii) Lessee is unwilling or unable to fund the Initial Extras and Lessor and Lessee are otherwise unable to reach an agreement regarding revisions to the scope of work and finishes and/or Lessee funding of the Initial Extras; and (iv) Lessee and Lessor are otherwise unable to execute the Plans pursuant to Section 14 hereof; then if Lessor or Lessee chooses to exercise such right to terminate this Agreement, such terminating party shall notify the other party in writing prior to the end of the Contingency Period. In the event of such termination, Lessee agrees to reimburse Lessor for 100% of Lessor's costs for the architectural design and engineering and any other costs or fees incurred by Lessor of the Lessee's planned space, which shall be reimbursed by Lessee to Lessor within 30 days of the Lessor's invoice date.

9. PURCHASE OPTION

Lessee shall have the option to purchase the Leased Premises beginning at the end of the seventh (7th) year anniversary of the Rent Commencement Date, through the initial Termination Date, at a purchase/sale price equal to the fair market value of the Leased Premises as determined by an independent appraisal, which selection of such appraiser shall be mutually agreed upon between Lessee and Lessor. In the event Lessee and Lessor cannot mutually agree on the selection of an appraiser, then each party shall engage their own appraiser and the average market value of the two appraisals shall determine the final purchase/sale price, unless the appraisals differ by more than 10%, in which event the two appraisers shall select a third appraiser and that appraisal shall be averaged with the appraisal that is closest to the third appraiser's appraisal to establish the fair market value. The fair market value of the Leased Premises shall be determined in accordance with the following generally accepted formula for computing such fair market value based on capitalization of the Fixed Rent derived from the Leased Premises in Year 8 of the Lease Term divided by the fair market capitalization rate of 5.62%.

The Lessor has the right to decline the Purchase Option offer made by Lessee if the fair market value determined by the respective appraisers' appraisals and Lessee's offer to purchase is less than Four Million Seven Hundred Fifty-Seven Thousand Dollars (\$4,757,000).

The Purchase Option shall be exercised by the Lessee's written notice to Lessor no later than twelve (12) months prior to such applicable seventh (7th) year anniversary or Termination Date, or shall otherwise provide twelve (12) months prior notice, pursuant to Section 32 Notices, contained herein, of Lessee's intention to close on the purchase of the Premises, but in no event shall the purchase pursuant to the option exercise be consummated prior to the exercise of all put options by all tax credit investors.

If the Lessee purchases the Leased Premises (the "Purchase Transaction"), then Lessee shall pay all costs associated with the Purchase Transaction including but not limited to (i) all survey, platting, legal descriptions and legal costs associated with the parcel split of the Leased Premises, including if such split requires a condominium-type legal structure for the Buildings, then Lessee shall prepare or engage its outside legal counsel to prepare such condominium-type legal documents at Lessee's expense, which shall be provided to and approved by Lessor prior to recording in the County records; (ii) the cost of the appraisal, unless two appraisals are engaged, then Lessee and Lessor shall each pay for their own appraisal; (iii) all governmental conveyance fees and/or transfer taxes; (iv) all deeds preparation cost; (v) all title insurance premiums; (vi) all escrow fees; (vii) all recording charges; and (viii) all other customary charges associated with the Purchase Transaction. Lessee's responsibility for paying Lessor's legal fees associated with the Purchase Transaction and condominium-type legal structure shall be capped at \$20,000. At the close of the Purchase Transaction, Lessor shall pay (i) all costs associated with releasing of any Lessor mortgages; (ii) any of Lessor's legal fees in excess of \$20,000; and (iii) customary tax proration.

10. FIXED RENT AND ADDITIONAL RENT

Lessee hereby covenants and agrees to pay Lessor, without deduction or set off, and without demand, at its office or such other place as Lessor may, from time to time, designate, as Fixed Rent (herein called "Fixed Rent" or "Rent" for the Premises beginning on the Rent Commencement Date, the following:

Year 1: The sum of Two Hundred Forty-One Thousand Twenty Dollars (\$241,020) payable in equal monthly installments of Twenty Thousand Eighty-Five Dollars (\$20,085), based on an approved property tax abatement of 100% for ten (10) years granted to the Lessor after the Rent Commencement Date. In the event of a property tax abatement granted to the Lessor over a ten (10) year period after the Rent Commencement Date that is less than 100%, then the Lessor and Lessee agree that they shall amend this Lease accordingly to increase the Rent hereunder.

Thereafter, on each anniversary of the Rent Commencement Date, the amount of Fixed Rent shall increase by one and one-half percent (1.5%).

After the seventh (7th) year anniversary of the Rent Commencement Date, in the event Lessee does not close on the Purchase Transaction of the Leased Premises pursuant to Section 9 hereof, then commencing at the beginning of the eighth (8th) year of the Lease Term, until the earlier of closing of the Purchase Transaction or the Termination Date, Lessee agrees to pay Lessor, without deduction or set off, and without demand, at its office or such other place as Lessor may, from time to time, designate, as Additional Rent (herein called "Additional Rent") the sum of One Hundred Six Thousand Four Hundred Fifty-Two Dollars (\$106,452) payable in equal monthly installments of Eight Thousand Eight Hundred Seventy-One Dollars (\$8,871).

In the event Lessee elects to extend the lease term pursuant to Section 7 hereof, then the Fixed Rent during the Extended Lease Term shall increase annually by one and one-half percent (1.5%).

Lessor and Lessee agree that the Rent and Additional Rent shall be earned by Lessor and expensed by Lessee and allocable to the year in which it is paid beginning at the Rent Commencement Date through the end of Lease Term. Rent and Additional Rent, if any, shall be due and payable in advance on or before the 1st day of each calendar month of the Agreement at the office of the Lessor located at 38025 Second St., Willoughby, OH 44094, or such other location designated by Lessor. Should Lessee's obligations to pay rent commence on a day other than the first day of a calendar month, the Lessee shall be liable for rent and all other charges due for said partial month on a per diem basis. Payment of any partial month's rent shall be due and payable on the first day of the following month, together with that month's payment due.

If Lessee shall fail to pay any installment of Fixed Rent, Additional Rent, reimbursement of NNN Operating Charges pursuant to Section 13 hereof or other charges after the same becomes due and payable, such unpaid amounts shall bear interest from the due date thereof to the date of payment at a rate which shall be the lesser of (i) twelve percent (12%) per annum, or (ii) the maximum rate permitted by law. In addition thereto, if Lessee shall fail to pay any installment of Fixed Rent, Additional Rent or other charges within five (5) business days after the date the same become due and payable, then Lessee shall also pay to Lessor a late payment service charge (herein referred to as "Late Charge") covering administrative and overhead expenses equal to the greater of (1) Fifty Dollars (\$50.00), or (2) Five Percent (5%) of each dollar so overdue. The provisions herein for the payment of interest or the Late Charge shall not be construed to represent interest income, but are intended to reimburse Lessor for its overhead and expense so incurred and shall not be construed to extend the date for payment of any sums required to be paid by Lessee hereunder or to relieve Lessee of its obligation to pay all such sums at the time or times herein stipulated. In the event Lessor is required to process a check from Lessee which has been returned by the bank due to any act or omission of Lessee, Lessor shall be entitled to immediate payment of a handling charge of \$50.00 in addition to any late payment charges and arrearages.

11. SECURITY DEPOSIT

Upon signing of this Agreement, Lessee shall pay Lessor a security deposit (the "Security Deposit") in the amount of Twenty-Three Thousand Three Hundred Twenty-Nine Dollars (\$23,329), which shall be held by Lessor as security for Lessee's satisfactory performance of the terms, covenants and conditions of this Agreement, including the payment of Fixed Rent, Additional Rent and other charges, or for partial reimbursement of Lessor's costs upon termination of this Agreement pursuant to Sections 8 or 9 hereof. Lessor may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any Fixed Rent, Additional Rent or other charges or any sum as to which Lessee is in default or for any sum which Lessor may expend or may be required to expend by reason of Lessee's default in respect of any of the terms, covenants and conditions of this Agreement including any damages or deficiency in the re-letting or other reentry by Lessor. Lessee also agrees that there shall be deducted from any returnable portion of the aforesaid deposit reasonable attorney fees incurred by Lessor in the enforcement of any provision of this Agreement. Under no circumstances shall the Lessee be permitted to use the Security Deposit as a substitute for or in lieu of any rental payment due under this Agreement.

If Lessor uses, applies or retains the whole or any part of the Security Deposit, Lessee shall replenish the Security Deposit to its original sum as listed above within thirty (30) days after being notified by the Lessor of the amount due. Lessee shall be in default of this Agreement if the amount due is not paid within the required time period.

In the event that Lessee shall fully and faithfully comply with all the terms, covenants and conditions of this Agreement, any part of the Security Deposit not used or retained pursuant to this Agreement by Lessor shall be returned to Lessee after the Termination Date of the Agreement, or after the end of the Extended Lease Term, if applicable, and after delivery of exclusive possession of the Premises to Lessor. No interest shall be paid to Lessee on the Security Deposit.

12. PARCELS, BUILDINGS, LEASED PREMISES AND COMMON AREAS EXPENSES

Taxes. Lessor shall be responsible for paying real estate taxes on the Parcels, Buildings and Leased Premises (unless tax exempt for municipal government offices). Lessee shall be responsible for all taxes related to its operations.

Insurance. During the term of this Agreement, Lessor shall keep in full force a policy or policies of casualty, liability and other insurance with such coverages, deductibles and other terms as Lessor may determine, covering the Parcels, Buildings and the Leased Premises.

Repairs & Maintenance. During the term of this Agreement, Lessor shall be responsible for the repairs and maintenance payable by Lessor pursuant to its obligations under Section 19 hereof for repairs, replacements and maintenance which are applicable to the Parcels, Buildings, Common Areas and the Leased Premises (the "Lessor R&M").

13. REIMBURSEMENT FOR OPERATING CHARGES

This Agreement shall be a triple net lease (“NNN”). In addition to the Base Rent, Lessee shall pay to Lessor, in monthly installments, of (i) all costs incurred by Lessor in operating, maintaining, repairing, and replacing the Leased Premises and its pro-rata share of the Parcels, Buildings and Common Areas related to the Lessor R&M, except that Lessee shall not be responsible to reimburse Lessor for any Lessor R&M costs directly attributable to the leased premises’ of other demised spaces within other portions of the Parcels or Buildings, but Lessee shall be responsible to reimburse Lessor for 100% of any Lessor R&M costs directly attributable to the Leased Premises. For example, any Lessor R&M for the elevator, stairwells or other interior spaces that serve solely for the future apartments and/or retail spaces shall not be an Operating Charge (hereinafter defined) to Lessee, but any Lessor R&M for the elevator, stairwells or interior spaces that serve the Leased Premises shall be charged 100% to Lessee as an Operating Charge to be reimbursed to Lessor; As a another example, Lessor R&M related to roofs or facades of the Buildings shall be charged on a pro-rata basis; (ii) all real estate taxes and assessments, both general and special related to the Leased Premises and its pro-rata share of the Parcels, Buildings and Common Areas, and (iii) all costs incurred by Lessor in insuring the property related to the Leased Premises and its pro-rata share of the Parcels, Buildings and Common Areas (the above costs in (i), (ii) and (iii) collectively defined as the “Operating Charges”). Lessee shall pay its pro rata share of Operating Charges to Lessor in monthly installments, based upon Lessor’s estimates, initially beginning on the Rent Commencement Date at \$1.50 per square foot of annual Operating Charges in the event of an approved property tax abatement of 100% for ten (10) years granted to the Lessor after the Rent Commencement Date. In the event of a property tax abatement granted to the Lessor over a ten (10) year period that is less than 100%, then the initial monthly installments for Operating Charges beginning on the Rent Commencement Date shall increase accordingly. Lessor will prepare a reconciliation of Operating Charges within 90 days after each calendar year end, whereby Lessee or Lessor, as the case may be, shall reimburse the other within thirty (30) days for under or overpaid Operating Charges for the previous year, and Lessor will adjust the next year’s monthly Operating Charges to be paid by Lessee accordingly.

14. IMPROVEMENTS

Lessor shall construct improvements with respect to the Leased Premises as set forth in Exhibit B attached hereto (the “Lessor Improvements”). Lessor shall provide Lessee with a one-year builders warranty from the date of completion of the Lessor Improvements.

During the Contingency Period, Lessor and Lessee shall work collectively with Lessor’s architect, engineering and design team to design the real property improvements Lessee desires to be made to the Leased Premises (the “Lessee Improvements”). The Lessee Improvements shall be designed to the minimum specifications as set forth in Exhibit C attached hereto. Lessee Improvements may include, but are not limited to demolition, concrete & masonry, wall framing, doors and windows, electrical, plumbing, HVAC, mechanical building systems, drywall, millwork, flooring, painting, fixtures, exterior signage and the like. All aspects of the design of Lessee Improvements shall be subject to Lessor’s budget and approval. Lessee will work with Lessor’s architect to develop plans and specifications of the proposed Lessee Improvements (the “Plans”). Lessee shall be provided with two rounds of changes/revisions to the Plans at no expense to Lessee. Any additional revisions shall be billed to Lessee. The Plans must be approved by Lessor. Upon completion of the Plans to the satisfaction of all parties, which shall be prior to the expiration of the Contingency Period, the Plans will be signed by Lessee and Lessor and will govern the Lessee Improvements and build out of the Leased Premises. If a conflict arises between the minimum specifications as set forth in Exhibit C attached hereto and the Plans executed by Lessor and Lessee, the Plans will have priority and dictate what is to be provided and constructed. All additional items and costs in excess of or beyond the scope of the Plans, which may include any Initial Extras, as well as any additional architectural and/or interior design services and fees will be at the additional cost and responsibility of the Lessee (the “Additional Extras”).

Lessee Improvements shall not include the cost of any furniture, fixtures, signage, personal property, IT systems and/or infrastructure, telephone, internet, data, security and/or conduits, mounting boards, audio and visual equipment, or other related materials or labor or of any other costs or operating expenses of Lessee, all which shall be at the expense of Lessee, (collectively the “Lessee FF&E and IT”).

The Lessor Improvements and the Lessee Improvements shall collectively be referred to as the “Improvements”. Lessor, or its affiliated entities, shall provide the construction services for the Improvements. For any additional proposed work by Lessee, including but not limited to the Lessee FF&E and IT, Lessor to provide prior written authorization to proceed before any work is commenced. In the event that Lessee elects to have Lessor undertake a specific scope of work beyond the scope of work identified in the executed Plans, then such work shall be considered Additional Extras and Lessee shall be responsible for all such additional costs, whereby Lessor and Lessee shall execute a change order to the executed Plans and Lessor shall have received receipt of funds from Lessee for the Additional Extras before any work is commenced.

Lessee is aware and acknowledges that Lessor has received historic tax credits (“HTCs”) and awards related to the Improvements to the Buildings and the Leased Premises and that such HTCs and awards contain strict federal National Park Service (“NPS”) historic preservation guidelines to preserve such tax credits. Lessee shall (i) strictly adhere to the provisions contained within this Section 14 and elsewhere within this Agreement with regards to obtaining prior written approval from Lessor for any work, Lessee FF&E and IT, signage, improvements, alterations, remodeling, repairs and/or maintenance related to the Leased Premises to be performed by Lessee, and (ii) after such written approval has been obtained by Lessor, Lessee agrees to complete such work, Lessee FF&E and IT, signage, improvements, alterations, remodeling, repairs and/or maintenance in accordance with NPS historic preservation guidelines to not jeopardize Lessor’s HTCs and awards.

Upon completion of the Improvements, Lessor shall deliver the Leased Premises to Lessee for Lessee’s occupancy, evidenced by a temporary Certificate of Occupancy for the Premises.

15. RESERVED

16. SIGNS

Lessee shall install at its sole cost and expense, a sign advertising Lessee's business in an area designated by Lessor for the placement of Lessee's signs. The size, number, design and location of all signs shall require Lessor's written approval prior to installation. Lessee shall also be responsible at its sole cost and expense to obtain any sign permits required by the City of Sandusky prior to installation, and after Lessor's written approval. Lessee shall maintain all signs in good condition and repair at all times. Upon vacating the Leased Premises, Lessee shall remove all signs and repair all damages caused by such installation and removal, except ordinary wear and tear. No signs shall be painted on the exterior of the Premises. The use of portable or freestanding signs is strictly prohibited without the prior written consent of Lessor.

17. UTILITIES

Commencing with the date of completion of Lessor Improvements, Lessee shall place in its name and shall directly pay all utilities relating to the Leased Premises, including but not limited to gas, electricity, water, sewer, telephone, internet, security, refuse, cable TV. Any utilities that must remain in the name of Lessor as required by the utility companies shall be paid by Lessor and reimbursed by Lessee to Lessor.

18. REPAIRS BY LESSEE

Lessee, as its sole responsibility and at its own expense, commencing with the Rent Commencement Date, will keep and maintain the interior of the Leased Premises in good condition (including regular cleaning) and repair all building systems such as plumbing and electrical; windows and doors (interior and exterior including frames and glass); heating, ventilation and air conditioning ("HVAC"); fire suppression systems (if any); elevators; hot water tanks; telephone and any intra-building telephone and network cabling installed exclusively to serve all or a portion of the Premises, whether or not fully contained within the Premises, including all distribution throughout the Premises from Lessee's telephone closet; and including all necessary painting and decorating, maintenance, repair and replacement of fixtures and equipment therein, including, but not limited to, fire extinguishers, interior wall, ceiling and floor surfaces and coverings.

Without limiting the provisions of the preceding paragraph, Lessee shall enter into a service contract with a reputable HVAC service company acceptable to Lessor as part of the Planned Preventative Maintenance Program: (1) filters cleaned or replaced when throw-away type are used; (2) belts checked (replace as necessary); (3) motors lubricated; (4) fan bearings lubricated; (5) electrical connections checked; (6) coils checked and cleaned when necessary (brush cleaning); (7) condensate drain lines cleaned; (8) operating pressure observed (summer); (9) refrigerant level checked (summer); (10) boiler combustion check and adjustment; (11) flame from burners observed; (12) electrical components examined for wear; (13) operating sequence checked; (14) thermostat checked; (15) hot and chilled water circulating pumps; (16) temperature control device adjustments. The HVAC system will be inspected and serviced at least two (2) times per year i.e. spring and fall seasons. The cost for the contract including all service calls, inspection and repairs, under the terms of the contract shall be the sole obligations of the Lessee. Copies of all service orders shall be delivered to the Lessor after completion of work.

Lessee shall enter into an annual service contract with a reputable elevator maintenance company acceptable to Lessor for the elevator servicing the Leased Premises. The elevator shall be inspected and serviced at least monthly. The cost for the contract including all service calls, inspection and repairs, under the terms of the contract shall be the sole obligation of the Lessee. Copies of all service orders must be delivered to the Lessor after completion of work. Lessee shall also comply with and obtain annual Certificate of Elevator operation from the State of Ohio.

If the Leased Premises is required by code ordinance to contain a fire suppression system then, without limiting the provisions contained elsewhere in this Agreement, Lessee shall enter into an annual sprinkler system service contract with a reputable sprinkler maintenance company acceptable to Lessor. The sprinkler system and all associated equipment, including monitoring, shall be inspected annually. The cost for the contract including all service calls, inspection and repairs, under the terms of the contract shall be the sole obligation of the Lessee. Copies of all service orders shall be delivered to the Lessor after completion of work.

19. REPAIRS BY LESSOR

Lessor shall keep the roof, structural portions, Common Areas (including plumbing, electrical & HVAC systems servicing the Common Areas), and exterior of the Buildings and Leased Premises in good and tenantable condition and repair during the term of the Agreement, and if necessary, Lessor shall be responsible for the replacement of building systems such as plumbing, windows and doors, HVAC and hot water tanks, provided, however that Lessor shall not be required to make repairs or replacements necessitated by reason of neglect, fault or default of Lessee or its agents, employees, contractors or customers; and provided further and notwithstanding anything in this Agreement to the contrary, Lessee, not Lessor, shall make all repairs, alterations and replacement to the Buildings and/or Leased Premises which Lessor is required to maintain which may be required as the result of repairs, alterations, other improvements or installations made by Lessee or any assignee, sub-lessee or concessionaire of Lessee or the agents of any of them. Lessor shall use good faith efforts when contracting such work to obtain reasonable value with regards to quality and cost of such work to be performed.

20. ALTERATIONS AND REMODELING

No remodeling of the interior, structural alterations to the Buildings or Leased Premises or changes in the HVAC systems, Buildings facades, signs, exterior walls or roofs (including any roof cut) shall be made without the Lessor's prior written consent. Lessee is prohibited from installing additional or different locks or gates or in any way altering locks installed on the doors or windows of the Leased Premises or the Buildings without the prior written consent of Lessor. If Lessor approves Lessee's request to install such locks, Lessee agrees to provide Lessor with a key for each lock. All keys must be returned to Lessor upon termination of the tenancy.

Lessee hereby agrees to make no additions, improvements or alterations, nor attach or affix any equipment or fixtures to the Buildings or Leased Premises without, in each instance, having obtained the prior written consent of Lessor to Lessee's

plans and specifications. Lessee shall make said improvements or alterations in accordance with all applicable laws and building codes, as well as with all NPS historic preservation guidelines to preserve such tax credits, in a good and workmanlike manner and in quality equal to or better than the original construction of the Buildings and Leased Premises and shall comply with such requirements as Lessor considers reasonably necessary or desirable, including, without limitation, requirements as to the manner in which such work shall be done and the contractor or subcontractors to be selected to perform such work. No material modifications or additions to any previously approved plans and specifications shall be made without Lessor's prior written consent, which response shall not be unreasonably delayed or withheld.

21. RESERVED

22. MECHANIC'S LIENS

Lessee shall not cause or permit any mechanic's lien or any other lien to be filed against the Parcel, Buildings or Leased Premises as a result of acts or omissions of the Lessee or its agents and employees, and the Lessee shall within thirty (30) days of filing of any such lien remove, pay, bond or cancel said lien or secure the payment of any such lien or liens by bond or other acceptable security. In the event Lessee fails to remove, pay, bond or cancel said lien or secure the payment of any such lien or liens by bond or other acceptable security by the aforementioned time period, then Lessor shall have the sole right and at its sole discretion, to remove, pay, bond or cancel said lien or secure the payment of any such lien or liens by bond or other acceptable security, whereby Lessee shall reimburse Lessor for all costs for payment, bond, attorney's fees, damages, interest charges, other costs and/or loss within thirty (30) days of Lessor's invoice for reimbursement.

23. LESSEE AND LESSOR RESPONSIBILITY FOR DAMAGES

Lessee shall assume full responsibility for any damage to Lessor's property or Lessee's fixtures and personal property thereon and shall assume full responsibility for all losses attributed to Lessee's use, occupancy or maintenance of the Parcels, Buildings or Leased Premises or Lessee's negligence in acts of commission or omissions of the Lessee in or about the Parcels, Buildings or Leased Premises, except for any acts, occasioned wholly or in part by any negligent act or omission of the Lessor its agents, contractors employees or persons claiming through them.

Lessor shall assume full responsibility for all losses arising directly or indirectly from Lessor's use or maintenance of the Parcels, Buildings or Leased Premises or Lessor's breach of or failure to perform any duty, covenant, responsibility or obligation of Lessor under this Agreement or from the activities of Lessor's employees, agents or invitees in on or about the Parcels, Buildings or Leased Premises.

24. QUIET ENJOYMENT

During the Term of this Agreement, Lessee shall peaceably and quietly hold, occupy and enjoy the Leased Premises without let, hindrance or molestation by Lessor or any other person or persons lawfully claiming under Lessor.

Lessor reserves the right, at all reasonable times (upon reasonable notice or without notice in an emergency threatening life or property), by itself or its duly authorized agents, to go upon and inspect all or any part of the Premises and, at its option, to make repairs, alterations and additions to the Premises, and to show them to prospective purchasers, mortgagees, or appraisers of Lessor. In the event Lessee has not elected to extend the lease term pursuant to Section 7 hereof, then during the twelve (12) months prior to the expiration of the term of this Agreement, Lessor may exhibit the Premises to prospective tenants and place upon the Premises the usual notices "For Lease", which notices Lessee shall permit to remain thereon without molestation.

25. INSURANCE

Lessee shall purchase, pay for and maintain public liability insurance upon the Leased Premises in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Lessee shall also maintain an umbrella liability policy or excess liability policy in the amount of Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate which shall be as broad as the primary liability coverage and/or following form of same. Such policies shall show Lessor as an additional insured (with a company(ies) and face amounts satisfactory to Lessor) and insure against liability to third persons for personal injuries and property damage arising from injuries incurred or caused on the Parcels, Buildings or Leased Premises and arising from Lessee's agents', employees', invitees' and/or guests' acts or omissions occurring in or related to the Parcels, Buildings or Leased Premises; said policies shall specifically provide that Lessor must receive prior written notice from the insurance company(ies) at least thirty (30) days before said insurance is canceled, or materially altered, and Lessee shall deliver to Lessor Certificate(s) of Insurance evidencing compliance with this Section prior to occupancy of the Leased Premises, time being of the essence. Lessee shall maintain personal property and other customary tenant insurance on its business operations, in amounts and with deductibles acceptable to Lessor. Lessor shall be responsible for property insurance on the Buildings and Common Areas.

Lessor has the obligation to, at all times, keep the Buildings, the Premises and improvements on the property and Premises insured against loss or damage by fire (with extended coverage endorsement) in an amount equal to the full insurable value of such Buildings. A certified copy of said policy or a satisfactory Certificate of Insurance evidencing such insurance coverage with proof of payment of the premiums shall be provided to Lessee upon Lessee's request.

Lessee will not do or permit any act which might invalidate any insurance policy upon the Parcels, Buildings or Leased Premises or which will increase any such policy's premium.

26. GENERAL RULES AND REGULATIONS

Lessee agrees that Lessor has the right at any time to impose reasonable Rules and Regulations governing the conduct desirable to produce the general welfare and safety of the person, property and business within the Buildings and Leased Premises. Lessee, as a covenant and condition of this Agreement, agrees to comply with and perform any and all such reasonable Rules and Regulations which may be amended or supplemented from time to time by Lessor, including but not limited to the following:

Lessee agrees:

- (a) To maintain, at its expense, the Premises, including any entranceways of the Premises, free and clear of all rubbish, garbage or trash. Lessee shall dispose of all said rubbish as quickly as possible, keeping same in rodent-proof containers within the interior of the Premises. Lessee may, after written notice of non-conformance, rectify the condition and charge Lessee.
- (b) Not to permit the Leased Premises to be used in any way which will be a nuisance, annoyance, do damage to or be offensive to the other lessees of the Buildings or Parcels.

27. ASSIGNMENT AND SUBLETTING

No assignment of this Agreement, or subletting, or transfer of ownership of Lessee, or transfer of any controlling interest in Lessee is permitted without Lessee's prior written consent, which shall not be unreasonably withheld or delayed. Without limiting the previous sentence, Lessor may unreasonably withhold its consent in the case where Lessor reasonably believes that the proposed assignee, sub lessee, or new owner of Lessee or controlling interest in Lessee is of questionable business or moral character or reputation, purposes to (or will allow) a use of the Leased Premises which is inconsistent with or detrimental to Lessor's use, or the use of the neighboring properties, has been convicted of a felony, or has unacceptable credit history (including, but not limited to an Equifax, Experian or TransUnion credit score of less than 700). Prior to any request by Lessee, the Lessee shall by written notice offer the return of said Premises to the Lessor and the termination of this Agreement. The Lessor, within thirty (30) days of receipt of said written notice, shall have the option to a) reject said offer and/or b) accept said Premises and terminate this Agreement without further liability upon the Lessee as to the terms of this Agreement. No assignment or subletting or transfer of ownership of Lessee or transfer of any controlling interest in Lessee shall relieve the Lessee of the obligation of performing any of the terms, covenants and conditions of this Agreement.

28. DEFAULT BY LESSEE

- (a) If, at any time:
 1. Lessee shall be in default in the payment of Fixed Rent, Additional Rent, reimbursement of NNN Operating Charges, or other charges, or in the performance of any of the covenants, terms, conditions, provisions, rules and regulations of this Agreement, and Lessee shall fail to remedy such default within thirty (30) days after receipt of written notice thereof (but Lessee shall not be deemed to be in default if Lessee commences to remedy said defaults other than related to payment of Rent or Additional Rent within said thirty (30) day period, and proceeds therewith with due diligence); or
 2. Lessee shall commit waste upon the Premises, which has not been cured within thirty (30) days of notice from Lessor; or
 3. Lessee fails to obtain Lessor's prior written approval before completing any work, Lessee FF&E and IT, signage, improvements, alterations, remodeling, repairs and/or maintenance; or
 4. After written approval has been obtained by Lessor for Lessee to complete any work, Lessee FF&E and IT, signage, improvements, repairs and/or maintenance, Lessee fails to complete such work, Lessee FF&E and IT, signage, improvements, repairs and/or maintenance in accordance with NPS historic preservation guidelines and jeopardizes Lessor's HTC's and awards; or
 5. Lessee causes or permits any mechanics liens or other liens to be filed against the Parcel, Buildings or Leased Premises as a result of acts or omissions of the Lessee or its agents and employees that have not been removed, paid, bonded or cancelled or secured the payment of any such lien or liens by bond or other acceptable security within thirty (30) days of filing of such lien; or
 6. Lessee shall no longer operate its business, vacate the Leased Premises or fail to continuously occupy and/or conduct Lessee's business in the Leased Premises; or
 7. Lessee shall have been given valid notice of uncured default two (2) or more times in any twelve (12) month period; or
 8. Lessee assigns or sublets this Agreement without Lessor's prior written consent; or transfers ownership of Lessee, or transfers any controlling interest in Lessee without Lessor's prior written consent; or
 9. Lessee shall become insolvent or make an assignment for the benefit of creditors, or if any guarantor of Lessee shall become insolvent or make an assignment for the benefit of creditors, or if a receiver or trustee of Lessee's property shall be appointed, or if proceedings under the Bankruptcy Code shall be instituted by or against Lessee or any guarantor of this Agreement and the same shall not be dismissed by the Court within ninety (90) days after being filed; or

10. Lessee shall at any time be in default in the performance or any of the covenants, terms, conditions, obligations or provisions of this Agreement and Lessee shall fail to remedy such default within thirty (30) days after receiving written notice of such default from Lessor; or
11. Any event shall happen which, aside from this provision, would cause any assignment or devolution of Lessee's interest or occupancy hereunder by operation of law;

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

- (b) Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Agreement or it may, from time to time, without terminating this Agreement, make such alterations and repairs as may be necessary in order to relet the Premises, and relet the Premises, or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Agreement) and at such rental or rentals and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable. Upon each such reletting, all rentals and other sums received by Lessor from such reletting shall be applied, first, to the payment of any indebtedness other than Rent or Additional Rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorneys' fees and costs of such alterations and repairs; third, to the payment of reimbursement of NNN Operating Charges and/or other charges due and unpaid hereunder; fourth to the payment of Fixed Rent and/or Additional Rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future Rent, Additional Rent and other charges as the same may become due and payable hereunder. If such rentals and other sums received from such reletting during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said Premises by Lessor shall be construed as an election on its part to terminate this Agreement unless a written notice of such intention be given to Lessee, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may, at any time hereafter, elect to terminate this Agreement for such previous breach. Should Lessor at any time terminate this Agreement for any breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorneys' fees, and including the worth at the time of such termination of the excess, if any, of the amount of Rent, Additional Rent and charges equivalent to Rent and/or Additional Rent reserved in this Agreement for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term (or, if less, the actual rental under any reletting), all of which amounts shall be immediately due and payable from Lessee to Lessor.
- (c) In the event of a default or threatened default by Lessee of any of the terms, provisions, covenants, conditions, rules and regulations of this Agreement, Lessor shall have the right to invoke any remedy permitted to Lessor in law or in equity. No termination of this Agreement, nor any taking or recovering of possession of the Premises, shall deprive Lessor of any of its remedies or actions against Lessee, and Lessee shall remain liable for all past or future Rent and Additional Rent payable by Lessee under this Agreement during the term hereof. In no event shall the bringing of any action for Rent and/or Additional Rent or other default be construed as a waiver of the right to obtain possession of the Premises.
- (d) Lessee shall forfeit immediately and forever all Purchase Option rights to the Leased Premises pursuant to Section 9 hereof;
- (e) If suit shall be brought for recovery of possession of the Premises, for the recovery of Rent and/or Additional Rent or because of the breach of any other covenant herein contained on the part of Lessee to be kept or performed, and a breach shall be established, Lessee shall pay to Lessor all expenses incurred therefor, including reasonable attorneys' fees and costs.
- (f) All rights and remedies provided herein or otherwise existing at law or in equity 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.
- (g) Notwithstanding anything herein contained to the contrary, if Lessee shall be in default in the performance of any of the terms or provisions of this Agreement, and if Lessor shall give Lessee notice in writing of such default specifying the nature thereof, and if Lessee shall fail to cure such default within the time provided herein or immediately if such default requires emergency action, Lessor may, in addition to its other legal and equitable remedies, cure such default for the account of and at the cost and expense of Lessee, and the sums so expended by Lessor, including reasonable legal fees and costs, shall be deemed to be Additional Rent and shall be paid by Lessee on the day when Rent shall next become due and payable. Any such amounts shall bear interest from the date so paid by Lessor at the rate of eighteen percent (18%) per annum or at the prime rate of interest then being charged by Key Bank, Cleveland, Ohio, whichever is higher, provided that in no event shall such rate to be charged Lessee exceed the rate otherwise permitted by law.
- (h) No waiver of any of the terms, covenants, provisions, conditions, rules and regulations imposed or required by this Agreement, and no waiver of any legal or equitable relief or remedy shall be implied by the failure to Lessor to assert any rights, declare any forfeiture, or for any other reason. No waiver of any of said terms, provisions, covenants, conditions, rules and regulations shall be valid unless it shall be in writing signed by Lessor. No waiver by Lessor or forgiveness of performance by Lessor in respect to one or more other tenants of the Buildings or Parcels shall constitute a waiver or forgiveness of performance in favor of Lessee herein, or any other tenant. No waiver of any

pledge of this Agreement or the forgiveness of performance of any one or more of the terms, provisions, covenants, conditions, rules and regulations of this Agreement shall be claimed or pleaded by Lessee to excuse a subsequent pledge or failure of performance of any of the terms, provisions, conditions, covenants, rules and regulations of this Agreement.

29. DEFAULT BY LESSOR

If Lessor shall fail to observe or perform any of the covenants, agreements, or conditions of this Agreement and said failure shall continue for a period of thirty (30) days after written notice of such default, (provided such default can be cured within thirty (30) days and if not, then within a reasonable time, provided Lessor commences such remedy within the thirty (30) days and pursues such remedy with due diligence), except that in the event of an emergency situation (which shall be defined herein as a situation which materially effects the Lessee's ability to use the Premises) Lessor shall fail to commence the remedy of such emergency situation within forty eight (48) hours and pursue such remedy with due diligence, then Lessee may, but shall not be obligated to, (i) cure such default at its expense and collect from Lessor the reasonable costs incurred in curing such default or (ii) pursue any and all remedies available to it under law or in equity.

30. VACATION OF PREMISES

Lessee shall deliver up and surrender to Lessor possession of the Leased Premises (including all Lessee's permanent work upon and to the Premises, all replacements thereof, and all fixtures permanently attached to the Premises during the term hereof, except such fixtures as Lessor shall direct Lessee to remove) upon the expiration of this Agreement, or its termination in any way, or upon Lessee's vacation of the Premises, in as good condition and repair as the same shall be at the commencement of said term except ordinary wear and tear and loss by fire or other casualty beyond Lessee's control covered by the standard insurance policy. Upon said surrender of possession, the Lessee shall deliver the keys at the office of Lessor or Lessor's agent.

31. HOLDOVER

If Lessee shall default in surrendering the Premises upon the expiration or earlier termination of the term of this Agreement the following shall occur:

If Lessee shall hold over after the initial term hereof, Lessee shall pay one and a half (1½) times the highest monthly amount payable under Section 10 hereof. During any other period in which Lessee holds over Lessee shall pay, one and a half (1½) times the monthly amount payable during the last year of the term or any extension thereof.

No renewal shall have been deemed to have occurred by Lessee's holdover.

To the extent allowed by Law, the Lessee shall be liable to Lessor for all reasonable costs, losses, claims or liabilities (including attorney's fees) which Lessor may incur as a result of Lessee's failure to surrender possession of the Premises to Lessor.

32. NOTICES

Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be personally delivered or sent by Certified Mail, Return Receipt Requested, or sent by overnight courier service, addressed to the Lessor at **38025 Second St., Suite 102, Willoughby, OH 44094, Attn: Chief Financial Officer** and to the Lessee:

- (a) Prior to the Rent Commencement Date at:

222 Meigs Street
Sandusky, Ohio 44870
Attn: Law Director

- (b) After the Rent Commencement Date at:

240 Columbus Avenue
Sandusky, Ohio 44870
Attn: Law Director.

33. DAMAGE TO THE LEASED PREMISES.

If the Premises shall be destroyed or so injured by any cause covered by insurance policies maintained by Lessor as to be unfit, in whole or in part, for occupancy, and such destruction or injury could reasonably be repaired within nine (9) months from receipt of insurance proceeds covering such destruction or injury, then Lessee shall not be entitled to surrender possession of the Premises, and a just and proportionate part of the Rent, Additional Rent, and reimbursement of NNN Operating Charges shall be abated until the Leased Premises have been put in complete repair. In case of any such destruction or injury, Lessor shall repair the same with all reasonable speed and shall complete such repairs within nine (9) months from receipt of such insurance proceeds; provided, however, that in no event shall Lessor be required to repair or replace Lessee's merchandise, trade fixtures, furniture, furnishings, leasehold improvements, equipment, Lessee FF&E and IT, or personal property, all of which shall be replaced by Lessee at its expense. If during such period Lessee shall be deprived of the use of all or any portion of the Premises, a proportionate adjustment in the Fixed Rent, Additional Rent, reimbursement of NNN Operating Charges, and other charges shall be made corresponding to the time during which and the portion of the Premises of which Lessee shall be so deprived.

If such destruction or injury to the Premises is not fully covered by insurance or cannot reasonably be repaired within nine (9) months from receipt of insurance proceeds covering such destruction or injury, Lessor shall notify Lessee within ninety (90) days after the happening of such destruction or injury whether or not Lessor will repair or rebuild. If Lessor elects not to repair or rebuild, this Agreement shall be terminated. If Lessor shall elect to repair or rebuild, Lessor shall notify Lessee of the time within which such repairs or reconstruction will be completed, and Lessee shall have the option, within thirty (30) days after the receipt of such notice, to elect either to terminate this Agreement and any further liability hereunder, or to extend the time of the Agreement by a period of time equivalent to the time from the happening of such destruction or injury until the Premises are restored to their former condition. In the event Lessee elects to extend the term of this Agreement, Lessor shall restore the Premises to their former condition within the time specified in said notice, and Lessee shall not be liable to pay rent for the period from the time of such destruction or injury until the Premises are so restored to their former condition.

In addition to all rights to cancel or terminate this Agreement given to the parties in the two (2) preceding paragraphs, if the Premises are destroyed or damaged during the last two (2) years of the term hereof to the extent of fifty percent (50%) or more of the then value of the Premises, then Lessor or Lessee shall have the right to cancel and terminate this Agreement as of the date of such damage or destruction by giving notice thereof within thirty (30) days after the date of said damage or destruction. However, if Lessee shall, within thirty (30) days following receipt of Lessor's notice of cancellation, give Lessor notice of its intention to extend the lease for any additional option periods then available to it under the terms of this Agreement, then the notice of Lessor to terminate the Agreement pursuant to this paragraph shall be of no force and effect and the provisions contained in the two (2) preceding paragraphs shall apply. If no additional option periods are then available to Lessee, this Agreement shall terminate on the date recited in such notice from Lessor.

34. SUBORDINATION OF LESSEE

This Agreement and Lessee's rights hereunder will remain subject and subordinate to any mortgage or mortgages, or tax credit investor encumbrances that may now or hereafter encumber the Parcels, Buildings and/or Premises. Lessee shall execute, within ten (10) days after Lessor's request for the same, any and all documents required by Lessor to evidence the subordination of this Agreement as provided above and Lessee's waiver of priority with respect to any mortgages or other tax credit investors encumbering the Leased Premises. Such documents shall be industry standard. Lessee hereby grants to Lessor Lessee's irrevocable power of attorney, which shall be deemed to be coupled with an interest, to execute on behalf of Lessee any of the documents described herein in the event Lessee fails or refuses to sign them. Lessor shall obtain for Lessee a non-disturbance letter from Lessor's lender and/or tax credit investors and any successors thereto.

35. AUTHORIZATION TO SIGN

Lessee represents and warrants that it is duly formed and in good standing and has full municipal, corporate or partnership power and authority, as the case may be to enter into this Agreement and has taken all corporate or partnership action as the case may be, necessary to carry out the transaction contemplated herein, so that when executed, this Agreement constitutes a valid and binding obligation enforceable in accordance with its terms. Lessee shall provide Lessor with corporate resolutions or other proof in a form acceptable to Lessor, authorizing the execution of the Agreement at the time of such execution.

36. BROKER

Neither Lessor nor Lessee have dealt with any real estate broker in connection with this transaction and each party shall assume responsibility to extinguish any claim resulting from their having dealt with any broker in connection with this transaction.

37. ESTOPPEL CERTIFICATE

Lessee shall furnish Lessor, upon request and at any time and from time to time after execution of this Agreement by Lessor and Lessee, a letter addressed to Lessor, Lessor's mortgagee, tax credit investor and/or other financial institution giving the following information or so much of the following information as is true on the date of such letter:

- (a) That the Premises have been satisfactorily completed as of the date of such letter, and that Lessee has accepted possession thereof subject to the terms of this Agreement;
- (b) The Effective Date, Rent Commencement Date and Termination Date of this Agreement, including extension periods, if any;
- (c) The monthly amount of Fixed Rent and Additional Rent due hereunder;
- (d) The date through which any advance rentals have been paid;
- (e) That this Agreement is in full force and effect and that no default in the terms and provisions hereof exists; if in fact no such default exists;
- (f) That this Agreement is unmodified, unamended and unaltered, except by amendments specifically recited in such letter;
- (g) That Lessee has opened for business within the Premises, if in fact Lessee has so opened; and
- (h) Any other matter reasonably requested by such mortgagee or other financial institution.

38. OTHER

- (a) This Agreement constitutes the only agreement and understanding of the Parties with regard to the Leased Premises and supersedes all prior agreements, promises, representations and understandings related to the subject matter hereof. Lessor and Lessee may amend this Agreement at any time or from time to time upon mutual, written agreement. Lessor and Lessee each acknowledge that other agreements between each other remain in full force and effect unrelated the Agreement, primarily pertaining to tax abatements and additional funding sources from Lessee to Lessor pertaining to the Parcels, Buildings and Leased Premises and to Lessor's adjacent property.
- (b) Lessor is not, in any way or for any purpose, a partner of, joint venturer with, or member of a joint enterprise with Lessee in the conduct of Lessee's business or otherwise.
- (c) The laws of the state of Ohio shall govern the validity, performance, interpretation and enforcement of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision. The submission of this document for examination does not constitute an offer to lease or a reservation of or operation for the Premises and becomes effective only upon execution and delivery thereof by Lessor and Lessee. All negotiations, consideration, representations and understandings between the parties are incorporated herein. Lessee shall have no right to quit the Premises or cancel or rescind this Agreement, except as expressly granted herein. This Agreement has been negotiated by Lessor and Lessee, and the Agreement, together with all of the terms and provisions hereof, shall not be deemed to have been prepared by either Lessor or Lessee, but by both equally.
- (d) In the event that either party hereto shall be delayed, hindered in, or prevented from performing any act required hereunder by reason of strikes, lock outs, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or any other reason of a like nature not the fault of the party delayed in performing 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. Notwithstanding anything contained herein to the contrary, Lessee shall not be excused from the payment of Rent or any other monetary obligation hereunder when due under the terms of this Agreement.
- (e) Any paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context of this Agreement. All the terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such terms and words had been fully and properly written in the appropriate number and gender.
- (f) Upon Lessor's written request, Lessee shall promptly furnish Lessor, from time to time, financial statements reflecting Lessee's and any guarantor's current financial condition.
- (g) No payment by Lessee or receipt by Lessor of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Lessor shall accept such check or payment without prejudice to Lessor's right to recover the balance of such Rent or pursue any other remedy in this Agreement provided.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK. THE FOLLOWING PAGE CONTAINS SIGNATURES]

IN WITNESS WHEREOF, the Parties have set their hands as of the day and year first above written.

“Lessor”: SandCity LLC, an Ohio limited liability company

By: John E. Spear
Its: Authorized Agent

STATE OF OHIO }
 } SS
COUNTY OF LAKE }

LESSOR ACKNOWLEDGEMENT

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named SandCity LLC by John E. Spear, its Authorized Agent, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Willoughby, Ohio, this ____ day of _____, 2017.

(SEAL)

Notary Public

“Lessee”: City of Sandusky, Ohio, an Ohio municipal corporation

By: Eric Wobser
Its: City Manager

STATE OF OHIO }
 } SS
COUNTY OF ERIE }

LESSEE’S ACKNOWLEDGEMENT

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named City of Sandusky, Ohio by Eric Wobser, its City Manager, who acknowledged that he did sign the foregoing instrument and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio, this __ day of _____, 2017.

(SEAL)

Notary Public

EXHIBIT "A"

FIRST FLOOR PLAN OF THE LEASED PREMISES

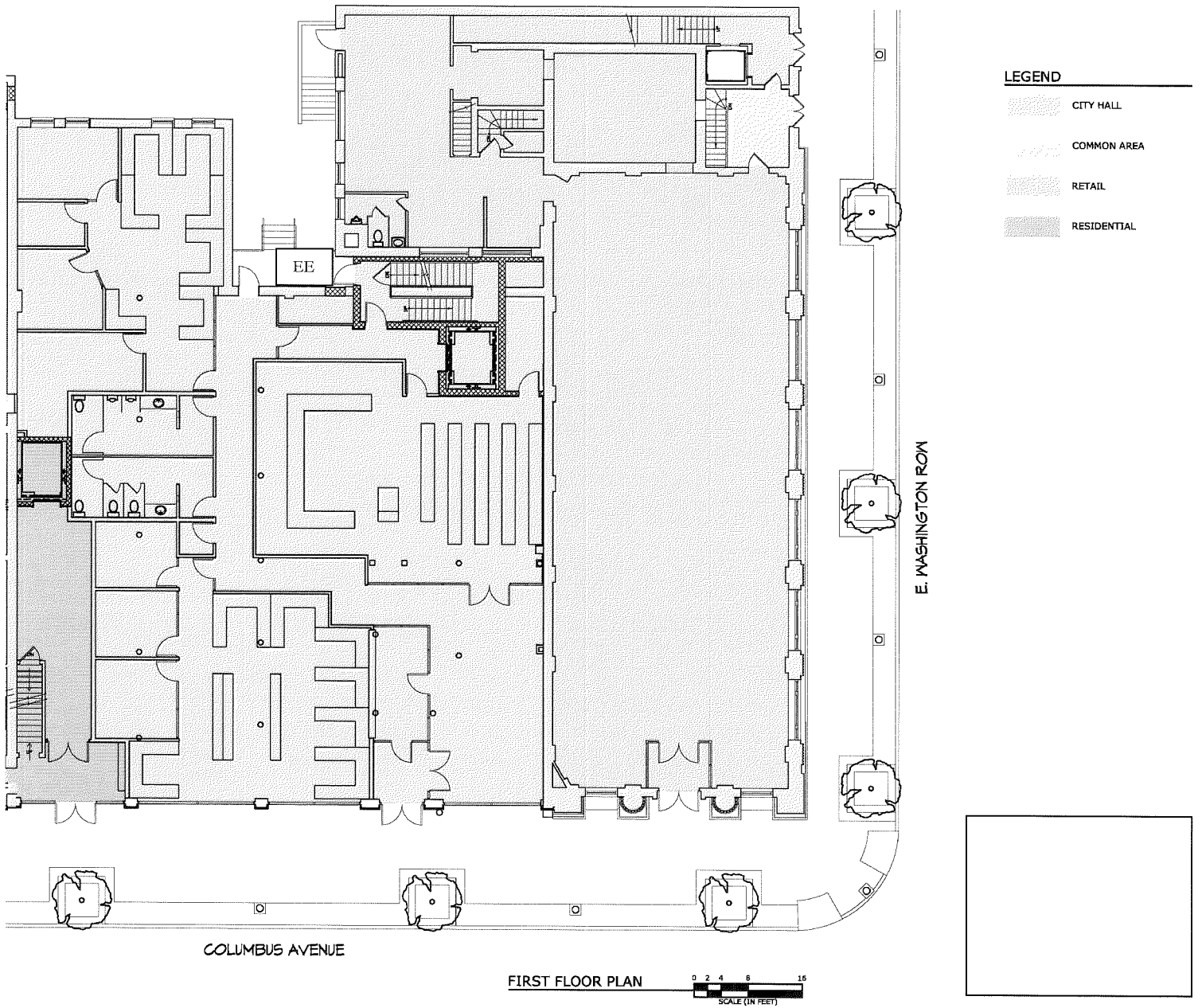
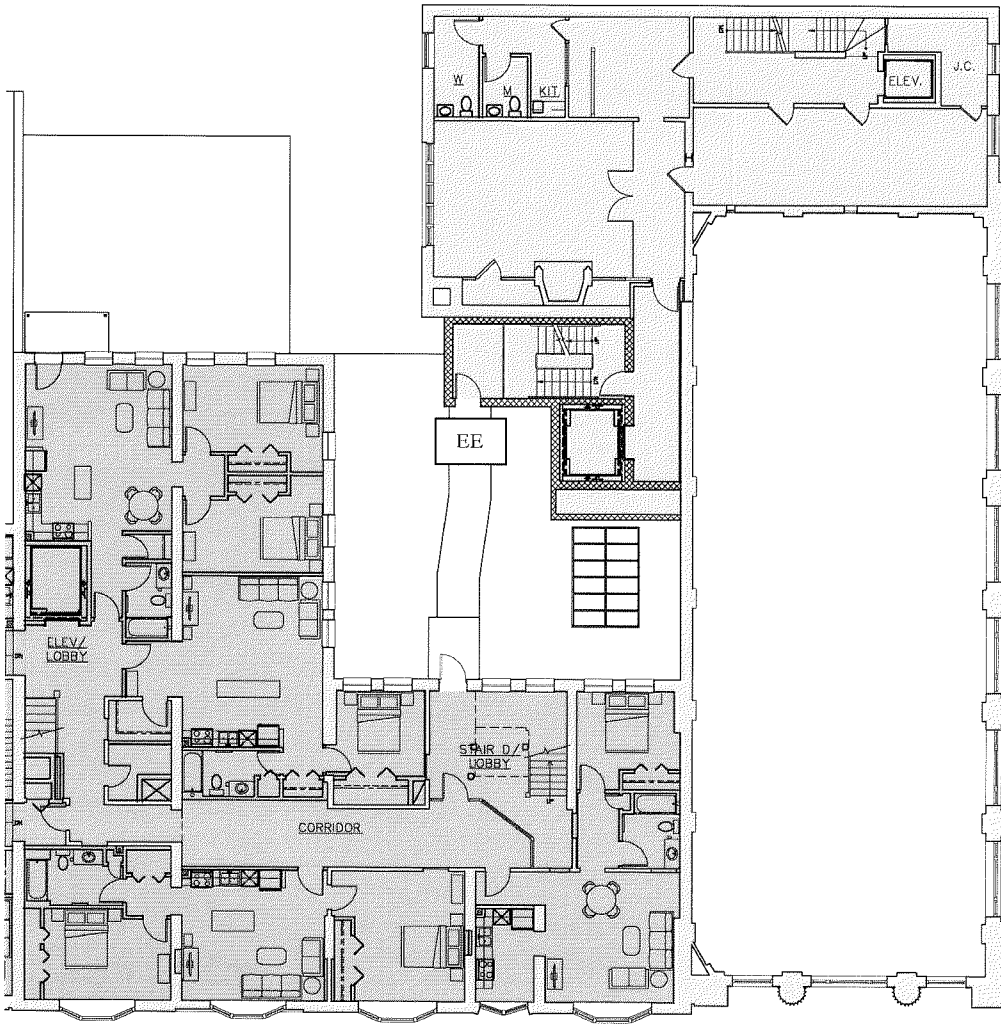


EXHIBIT "A"

SECOND FLOOR PLAN OF THE LEASED PREMISES



LEGEND

- CITY HALL
- COMMON AREA
- RETAIL
- RESIDENTIAL

SECOND FLOOR PLAN

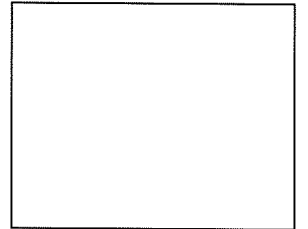
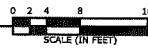
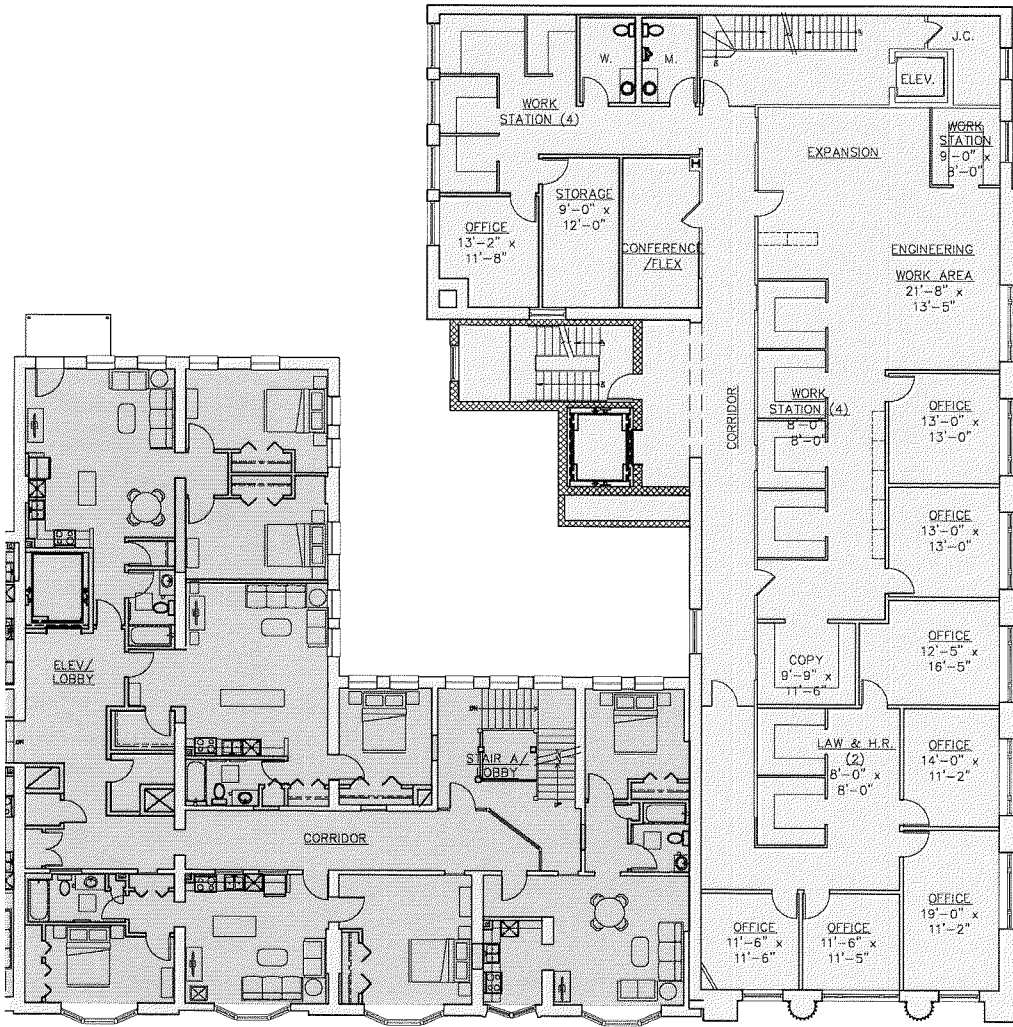


EXHIBIT "A"

THIRD FLOOR PLAN OF THE LEASED PREMISES



LEGEND

[Pattern]	CITY HALL
[Pattern]	COMMON AREA
[Pattern]	RETAIL
[Pattern]	RESIDENTIAL

THIRD FLOOR PLAN 0 2 4 8 16
SCALE (IN FEET)

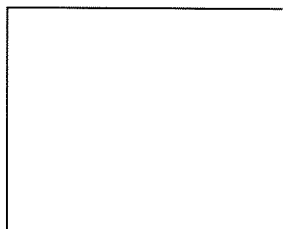
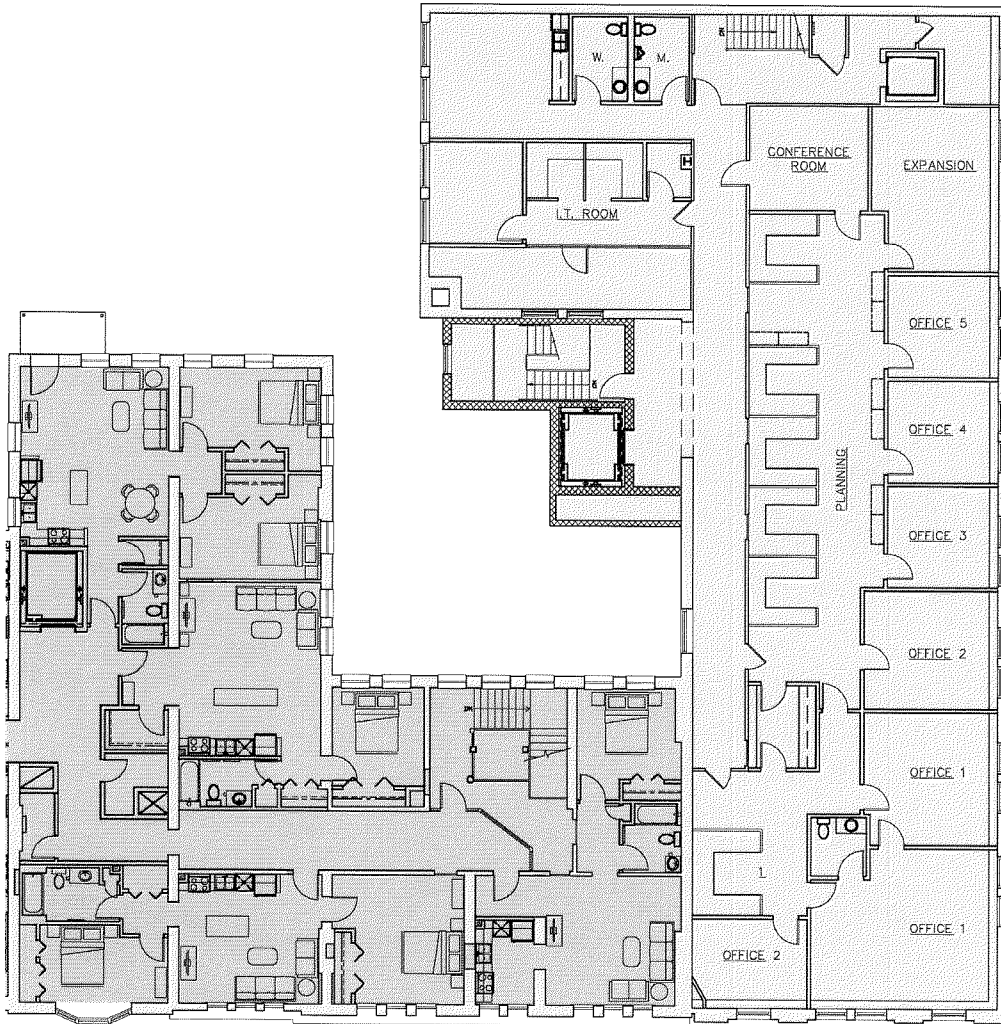






EXHIBIT "A"

FOURTH FLOOR PLAN OF THE LEASED PREMISES



LEGEND

-  CITY HALL
-  COMMON AREA
-  RETAIL
-  RESIDENTIAL

FOURTH FLOOR PLAN

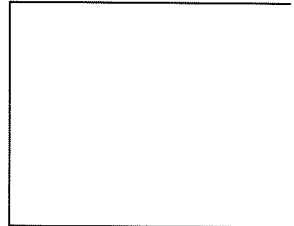
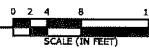


EXHIBIT "B"

LESSOR IMPROVEMENTS

Lessor will provide the following ("Lessor Improvements"). Lessor Improvements shall be completed in accordance with all applicable governing codes, in a good and workmanlike manner utilizing quality, new materials, or refinishing existing materials to maintain the historic integrity as required by National Park Service (NPS) standards.

1. Lessor will construct all exterior improvements, other than signage, as indicated on the base building plans.
2. Restore existing metal sash windows and ornamental metal spandrel panels on primary elevations. Replace existing single pane glazing with insulated glazing within the same frame depth. Replace existing steel sash windows with insulated aluminum windows on non-primary elevations. Provide new, code compliant aluminum storefront entrance doors and internal vestibule in the banking hall.
3. Install code required egress stair and handicapped accessible elevator on the non-primary, rear elevation of the building.
4. Tuckpoint the existing exterior masonry per NPS standards.
5. Retain the existing clay tile mansard roof. Inspect and repair as necessary.
6. Inspect, repair and/or replace as required the existing perimeter box gutter system.
7. Inspect, repair and/or replace the existing membrane roof as required.
8. Install discreet exterior lighting to enhance the exterior architectural detail.
9. Complete structural system; Lessor's registered engineer or architect shall certify that the Leased Premises are structurally sound and suitable for the intended use and all structural systems are fireproofed as required by the building code and the Lessor's plans and specifications.
10. A smooth and level concrete floor slab ready for Lessee's floor coverings. The concrete slab will be placed to industry standards with a moisture content that is considered acceptable for most common floor coverings.
11. Domestic water (cold only) and sanitary (waste and vent) will be roughed in to the location shown on the Lessor's base building plans. Water and sewer will be sized to service the number of fixtures required by code but at a minimum, a 1" water and 6" sewer connection will be provided.
12. A separate 2" diameter gas supply line will be provided and stubbed into the Leased Premises and capped. In addition to extending this gas line to the desired location in the Leased Premises, it will be the Lessee's responsibility to apply for gas service with the local utility which is a prerequisite for the installation of the permanent gas meter.
13. A central HVAC system will be provided by the Lessor based upon tonnage per sq. ft. and cfm per square foot as designed by the mechanical engineer (see base building plans-Lessor will furnish and install roof-top units and risers). Adequate supply air ducts and return air ducts sized to accommodate the referenced air flow will provide conditioned air to the space. Lessor will provide distribution of the ductwork within the space and VAV boxes per building code and per Lessor's base building plans. Any requested additional environmental controls and/or energy management controls desired by Lessee and any supplemental and/or special exhaust or HVAC system beyond code and what is shown on the base building plans will be the Lessee's responsibility (e.g. additional kitchenette, toilet exhaust, etc.).
14. An automatic fire suppression system will be provided as a part of the Lessor Improvements as follows: a sprinkler main with upright heads installed at a spacing defined by the building code will be provided within the Leased Premises. The overall fire suppression system is the Lessor's responsibility and obligation

to all of the buildings occupants and as such, any work required on the sprinkler system must be done by the Lessor's sprinkler contractor.

15. Overall building power supply will be evaluated by the electrical engineer based on the base building plans, space planning per building code and the intended use of the Leased Premises. Separately metered electric service will be provided for the Leased Premises within the building electrical closet. A conduit will be provided by the Lessor from the building electric closet to the Leased Premises. The Lessor will provide for the installation of the wire from their meter to the panel in their space. The Lessor will also provide for the installation of their power and lighting panels servicing the Leased Premises along with all distribution related to the power and lighting needs of the space per building code based on Lessor's base building plans. Any supplemental and/or special electrical desired by Lessee beyond building code and what is shown on Lessor's base building plans will be the Lessee's responsibility (e.g. additional lighting, switches, outlets, etc).
16. A conduit with a pull string will also be provided from the building's telephone entry point into the Leased Premises. Wiring and in-suite distribution along with connection to a provider for telephone, internet, data and security is the Lessee's responsibility.
17. The Lessor will deliver the Leased Premises to the Lessee in a 'broom clean' condition.
18. Lessor will construct the Common Areas as shown on the base building plans. The Lessor will be responsible for the furnish and installation of wall, floor, ceiling finishes and fixtures within the Common Areas. Any damage to these finishes, or any other building system, attributable to the activity of the Lessee's contractors, if any, will be charged to the Lessee.

EXHIBIT "C"

LESSEE IMPROVEMENTS

Although not intended to be an all-inclusive listing, the items shown below provide an outline of the Lessee Improvements items that will be required to complete the design and construction of the Leased Premises.

115 E. Washington Row (Calvary Temple) Building –

Secondary Entrance, Stair, and Elevator:

1. Elevator shaft and cab to remain in place but elevator shall be secured and terminated from use..
2. Retain the finishes, patch repair and paint.
3. Retain concrete stair, handrail and guardrail in current configuration. Treads and risers will be painted or covered with a rubber stair tread. Highly visible nosing marking will be installed at the winders for safety. Existing steel guardrail/handrail balustrade and metal stringer will be painted. Wood handrail will be stripped and clear coated.
4. Existing terrazzo floor will be cleaned and sealed and repaired / patched as needed.
5. Dropped ceilings will be removed and the existing plaster ceilings will be patched, repaired and painted. New pendent light fixtures will be installed at their historic locations. Supplementary lighting that is required by code will be provided via wall sconces.
6. Fire protection will be provided with wall mounted heads where possible. Soffit installation may be required to conceal ductwork, wiring, and piping. Soffit installation will be minimized to the extent possible.
7. A glass smoke barrier will be installed to isolate the egress stair from the adjacent corridors.
8. New heating and air-conditioning will be installed. Ductwork will be limited to secondary spaces off of the existing stair.

Mezzanine:

1. Restore the board room, including the ornamental woodwork, wood floor, plaster ceiling and gothic windows. New corridor will be installed at the south end of the Board Room to allow access to the new stair and elevator core. A glass wall will separate the corridor and Board Room. New lighting, mechanical, fire protection and electrical will be installed. New historically sympathetic lighting will be installed at the existing linear fixture mounting locations between the wood beams. The existing monumental fireplace will be restored, and remain inactive.
2. Fire protection will be provided with wall mounted heads where possible. Soffit installation may be required to conceal ductwork, wiring, and piping. Soffit installation will be minimized to the extent possible and will not be installed in the Board Room.
3. Retain the finishes, patch repair and paint.
4. Dropped ceilings will be removed and the existing plaster ceilings will be patched, repaired and painted.
5. A new exterior opening will be created to allow access to the new stair and elevator.
6. New bathrooms and kitchenette will be installed to service the Board Room. New, appropriate, flooring will be installed in these areas.

Second and Third Floor Offices:

1. Historic circulation pattern will be retained along the north wall. Existing doors and transoms will be retained, although may be fixed-in place due to office configurations. Although doors may be inactive, transoms will remain active to allow light into the corridor. The existing finishes will be restored and any mechanical, electrical, plumbing and fire protection will be located on the office side of the corridor. Lighting will be provided by pendants and/or wall sconces.
2. New exterior wall opening for the stair and elevator core will occur at the existing fire escape door and adjacent window. Opening will be treated effectively with exposed brick and steel lintel so that it does not appear to be original to the building.
3. New code compliant, handicapped accessible toilet rooms will be installed off of the existing corridor.
4. The exterior wall, window trim, etc. will remain. Patching and repair will be provided as necessary.
5. Office area finishes will include carpet flooring, new gypsum board partitions (existing plaster partitions will be retained where possible), suspended acoustical ceilings, recessed troffer style lighting, fire protection and HVAC ductwork. Suspended ceilings will be installed as high as possible and stop several feet inboard of the exterior walls so that the exterior wall can extend to the original ceiling plane. Hall corridors will be finished with vinyl plank flooring.
6. New solid core doors and hardware will be installed. The doors will be flush which will differentiate them from the original doors to remain. Additionally, there will be no transoms installed over the new doors.
7. The new office walls will be a painted gypsum wallboard finish with carpet base. Existing walls will be repaired plaster with either original painted wood base or new painted wood base to match.

240 Columbus (Kingsbury) Building –

1. The buildout of the 240 Columbus Building will generally consist of new construction buildout, as may be limited by NPS standards to restore existing materials.
2. Office and public space area finishes will include carpet and vinyl plank flooring, respectively, new painted gypsum wallboard with carpet and/or vinyl base, suspended acoustical ceilings and lighting, fire protection and HVAC ductwork.
3. New solid core flush doors and hardware will be installed.
4. New code compliant, handicapped accessible restrooms will be installed off of the entrance lobby.

Other General Specifications for Both Buildings -

1. Although the lighting layout is yet to be designed, it must comply with code requirements with respect to lighting levels in office areas.
2. Restrooms will be sufficient to comply with code requirements with regard to number of occupants per fixture.
3. An automatic fire suppression system and accompanying fire alarm system conforming to NFPA 13 and local requirements must be installed with heads turned down and installed in the ceiling system with proper trim rings where ceilings do occur; the sprinkler head locations must be coordinated with lighting and diffuser layout for the Leased Premises.

Other Items Specifically Excluded from Lessee Improvements -

Other items that will be required to complete the design, construction and tenancy of the Leased Premises, but which are specifically excluded from the Lessee Improvements is as follows:

1. Install new blade sign on corner of Columbus Ave and E. Washington Row and

new signage on secondary entrance canopy off of E. Washington Row.

2. Any and all interior signage.
3. All furniture, fixtures and other personal property.
4. All IT systems and/or infrastructure, telephone, internet, data, security and/or conduits, mounting boards, audio and visual equipment, or other related materials or labor.

All costs related to the above items shall at the sole additional expense of the Lessee. For any additional proposed work by Lessee, including but not limited to the items above, Lessor to provide prior written authorization to proceed before any work is commenced.