

LEASE AGREEMENT

By and Among

THE CITY OF NORTH ROYALTON

And

THE PARMA COMMUNITY GENERAL HOSPITAL ASSOCIATION, INC.

And

YMCA OF GREATER CLEVELAND

For Space Located at:

YMCA Building, 11409 State Road, North Royalton, Ohio 44133

This Lease Agreement (“Lease”) is entered into effective as of this ____ day of _____, 2022, by and among The City of North Royalton, an Ohio Municipality (“Landlord”), The Parma Community General Hospital Association, Inc. d/b/a UH Parma Medical Center, an Ohio nonprofit Corporation (“Tenant”), and YMCA of Greater Cleveland (“Agent”).

WITNESSETH:

For and in consideration of the covenants herein contained, and other consideration, the receipt and sufficiency of which are hereby acknowledged by Landlord, Agent and Tenant, and upon the terms and conditions herein set forth, intending to be legally bound hereby, Landlord, Agent and Tenant agree as follows:

1. **Leased Premises.** Landlord agrees to lease to Tenant, and Tenant hereby leases from Landlord the space and related improvements (the “Leased Premises”) consisting of a minimum of seven thousand (7,000) square feet of useable space, and the pool, as depicted on Exhibit A attached hereto and made a part hereof, having a street address of 11409 State Rd. North Royalton, OH 44133 (the “Building”) located on the real property described on Exhibit B attached hereto and made a part hereof (the “Land”), together with the right to use, in common with other tenants of the Building, the “Common Areas” (as defined in Paragraph 6 of this Lease).

a. Landlord shall provide, or cause to be provided through Agent, Tenant’s reasonable use of the larger pool, locker rooms, YMCA equipment, community rooms, and common areas when such equipment or space is available for healthcare use and appropriate to the healthcare purpose of Tenant. Reasonable use shall be deemed to be non-exclusive access to use by therapy patients in active supervised therapy treatment.

2. **Term.** (a) The term of this Lease shall commence on January 1, 2023 (the “Commencement Date”), and shall end on December 31, 2027. Tenant shall have the option to extend the initial term of this Lease for two (2) periods of five (5) years, by giving Landlord written notice at least one hundred and eighty (180) days prior to the expiration of the then current term hereof. Except for rent, each such extension shall be upon the same terms and conditions hereof except that Tenant shall have no further right to extend the term of the Lease and the Base Rent for any such extension term shall be as set forth in Paragraph 3 hereof. The word “term” as used herein shall mean the original term of this Lease as it may have been extended.

3. **Base Rent.** During the term of this Lease, the Base Rent shall be as set forth on Exhibit C attached hereto and made a part hereof. Each monthly installment of Base Rent shall be payable at the address hereinafter provided for the giving of notice to Landlord. If the term of this Lease commences or ends other than on the first (1st) day of a month, then the Base Rent for such partial month shall be prorated on a daily basis, based on a three hundred sixty-five (365) day year.

4. **Rent; Real Estate Taxes and Assessments; Common Area Charges.**

(a) At any time the Leased Premises and/or the Land should become subject to real estate taxes and/or assessments, then those real property taxes and/or assessments shall be apportioned between the tenants based upon the square footage of each tenant as against the entire square footage of the building. Tenant, at its sole cost and expense shall pay, when due, all utility charges levied or assessed against the Leased Premises.

(b) As used herein, the following terms shall have the meanings set forth on Exhibit D attached hereto and made a part hereof: “Base Rent”; “Additional Rent”; “Rentable Area of the Building”; “Tenant’s Share”; “Operating Expenses”; “Rent”; “Taxes”; and “Capital Reimbursement Contribution” .

(c) In addition to the Base Rent, Tenant shall pay to Landlord the Additional Rent payable by Tenant for each year during the term of this Lease (prorated for any partial year); provided, however, that Tenant’s Share of the Operating Expenses component of Additional Rent payable with respect to any year of the term of this Lease shall not increase by more than three percent (3%) per year over Tenant’s Share of Operating Expenses for the previous year.

(d) (i) All credits against or all amounts due as Additional Rent shall be credited or payable, as the case may be, within thirty (30) days after Tenant receives both Landlord’s invoice therefor and a detailed, itemized statement of all Operating Expenses and Taxes or Capital Reimbursement Contributions due for the applicable period, plus such other explanatory data as Tenant may reasonably request. Landlord shall use best efforts to deliver said invoice and statement within sixty (60) days after the end of the applicable year. If Landlord fails to invoice Tenant within twelve (12) calendar months after the end of any year for any amount of Additional Rent that would otherwise be payable by Tenant for such year, then any such amount shall be deemed waived by Landlord and Tenant shall have no further obligation therefor.

(ii) Landlord shall have the right, upon at least thirty (30) days’ notice to Tenant, to require Tenant to pay, in advance, in monthly installments, an amount equal to one twelfth (1/12) of the estimated amount of Additional Rent payable by Tenant for the applicable year of the term of this Lease, which amount shall be the lesser of: (x) Landlord’s good faith estimate of the amount thereof, or (y) the Additional Rent paid by Tenant for the preceding year. If Landlord so requires Tenant to pay such estimated Additional Rent, then within thirty (30) days after the actual amount of Operating Expenses and Taxes for such year is determined, Landlord shall notify Tenant of the actual amount and, if Tenant is entitled to any credit, then Landlord shall concurrently remit to Tenant the amount of the credit due Tenant. If Tenant owes any additional amount of Additional Rent, based on the actual amount thereof, then Tenant shall remit same to Landlord within thirty (30) days after receipt of both such notice from Landlord and the explanatory data and certified statement from Landlord described at Paragraph 4(d)(i).

5. **Landlord’s Work.** [Reserved]

6. **Common Areas.** The term “Common Areas” shall mean all areas provided by Landlord for the common use and benefit of the tenants or occupants of the Building, and their employees, agents, servants, customers and other invitees, including, without limitation, driveways, parking areas, landscaped areas, truck service ways or tunnels (if any), common loading docks, pedestrian ways (enclosed or open), courts, stairs, ramps and sidewalks, common restrooms, common loading areas, common hallways, entrances, lobbies, vestibules, fitness areas, eating areas, conference rooms, corridors and elevators.

7. **Use.**

(a) Tenant may use the Leased Premises for general medical office purposes and shall be the exclusive provider of healthcare services on site and for any other lawful purposes as may be incidental to such use. Tenant may use site for any other lawful purpose provided that Landlord consents in writing in advance, such consent may be given or withheld in the sole discretion of Landlord. Landlord hereby warrants that the foregoing use by Tenant is currently, and at the Commencement Date shall be, permissible under the zoning classification of the Building. Tenant shall not use the Leased Premises so as to constitute a nuisance or cause cancellation of the fire insurance covering the Leased Premises.

(b) Landlord shall provide at least ten (10) regular parking spaces, adjacent to or in close proximity with the Building, for Tenant’s customer’s and sufficient handicap parking in proximity to Tenant’s entrance. Landlord shall also provide sufficient parking for Tenant’s employees and contractors. Landlord shall not reduce in size or otherwise modify the parking spaces without obtaining Tenant’s prior consent therefor.

(c) Tenant shall be entitled to use the address of the Premises in its marketing and promotional materials, provided it does not imply or otherwise suggest that it maintains any relationship with Landlord besides a lessor/lessee relationship.

(d) Lessee shall be permitted to occupy the Premises Monday through Friday, 7:00 a.m. - 7:00 p.m., and Saturdays, 7:00 a.m. - 3:00 p.m., excluding holidays when the Lessor’s offices are closed for business. Further, Lessee shall be permitted to occupy the Premises at other times, subject to obtaining Lessor’s consent, which shall not be unreasonably withheld, conditioned or delayed.

8. **Repairs and Maintenance.**

(a) Subject to Paragraph 4, Landlord shall, at Landlord's sole cost and expense, perform or cause to be performed, all necessary or appropriate maintenance, repairs and replacements, in a first class, good and workmanlike manner, to the "Structural Portions" (hereinafter defined) of the Building and to the exterior of the Leased Premises and of the Building so as to maintain same in first class condition and repair, except for repairs made necessary by the misuse or neglect of Tenant, or Tenant's agents that are not covered or coverable by any policy of insurance required to be carried by Landlord under this Lease. As used herein, the term "Structural Portions" includes, without limitation, the foundation; roof structural supports; roof membrane; structural steel; load bearing walls; floors; ceilings and acoustical ceiling tiles; elevators; loading docks; parking lot surface and grading; exterior walls; exterior windows; exterior doors; pavement; curbing; sidewalks; retaining walls; downspouts; gutters; electrical, gas, water, plumbing, sewage and roof systems; and pipes and conduits for the furnishing of utilities to the Leased Premises and/or the Building. If the Leased Premises are rendered untenable, in whole or in part, for a period of more than one (1) business day by the making of repairs, replacements or additions, other than those caused by misuse or neglect by Tenant, then there shall be a proportionate abatement of Rent and other charges during the period of such untenability.

(b) Subject to Paragraph 4, Landlord shall directly or indirectly, at Landlord's sole cost and expense, operate, keep, maintain, repair and replace the Common Areas in first class condition and repair and in a clean, sightly and orderly condition, free of accumulation of litter, dirt, rubbish, snow and ice. Snow shall be removed before 6:30 a.m. Mondays-Saturday and within two (2) hours of any accumulation of two or more inches of snow.

(c) Subject to Paragraph 4, Landlord shall, at Landlord's sole cost and expense, directly or indirectly, conduct all maintenance of, and make all repairs, replacements, or improvements to, the Building, the systems and equipment in or serving the Building, Common Areas and the Leased Premises now or hereafter required to comply with all laws, ordinances, codes, rules, regulations, orders and directives, including, without limitation, all ADA and/or environmental requirements which apply to the Building, Common Areas or the Leased Premises generally. In addition, subject to Paragraph 4, Landlord, at Landlord's sole cost and expense, shall make or cause to be made all repairs, replacements, alterations, improvements or additions requiring expenditures in the nature of capital expenditures, whether such repairs, replacements, alterations, improvements and additions are structural or non-structural, if such repairs, replacements, alterations, improvements or additions are or would be required to be made to the Building or Common Areas generally or to the Leased Premises under any laws, ordinances, codes, rules, regulations, orders or directives (including, without limitation, ADA and/or environmental requirements) that would be applicable to the Building, Common Areas or the Leased Premises.

(d) Except as otherwise provided in Paragraph 4 and in this Paragraph 8, Tenant shall, at Tenant's expense, keep and maintain the interior non-structural portions of the Leased Premises in good condition and repair and make any other repairs to the Leased Premises that may be required due to the misuse of Tenant, so as to tender the Leased Premises to Landlord at lease termination in substantially the same condition as received, except for any alterations or improvements made in accordance with Paragraph 9, and except for ordinary or normal wear and tear, damages, maintenance, repairs or replacements that are Landlord's responsibility or that relate to Landlord's negligence, act or failure to act, fire or other casualty, the elements, acts beyond the reasonable control of Tenant and acts of God. Upon the expiration or earlier termination of this Lease, Tenant shall have thirty (30) days (plus such additional time as may be reasonably necessary if Tenant is actively repairing or restoring the Leased Premises to the condition required hereby) within which to place the Leased Premises in the condition required by this Subparagraph (d).

9. **Alterations and Improvements.**

(a) Tenant shall not make any structural alterations to the Leased Premises without first obtaining Landlord's written approval. Tenant, without Landlord's approval, may make interior non-structural alterations and improvements, provided that such alterations and improvements do not damage or impair the structural integrity of the Building. Prior to the making of any alterations or additions by Tenant, Tenant shall procure all necessary governmental permits and licenses. All alterations or improvements made by Tenant shall be made in compliance with all applicable laws.

(b) Upon the expiration or earlier termination of this Lease, Tenant shall have the right, but not the obligation, to remove any fixtures, alterations, modifications or improvements installed by Tenant in the Leased Premises provided that Tenant repairs all damage to the Leased Premises caused by such removal.

(c) Trade fixtures and equipment placed or installed upon or within the Leased Premises by Tenant shall remain the personal property of Tenant.

10. **Mechanic's Lien.** Tenant agrees to indemnify, protect, defend and hold Landlord harmless from and against any and all mechanic's liens or other liens and claims in connection with any construction by Tenant and shall, within sixty (60) days after notice from Landlord, bond or discharge any such liens or claims.

11. **Services.**

(a) As part of the consideration for the payment of Rent by Tenant, Landlord shall furnish, supply and properly maintain at all times the following services and utilities without charge to Tenant except as set forth in Paragraph 4 as a part of Operating Expenses or Capital Reimbursement Contribution:

- (i) Heating, ventilating and air-conditioning at all times as required for the comfortable use and occupancy of the Leased Premises, including operation and maintenance of such heating, ventilating and air conditioning but in all events Monday-Friday 7 a.m. to 7 p.m. and on Saturdays from 7 a.m. to 3 p.m.;
- (ii) Water and electricity required by Tenant in Tenant's use of the Leased Premises;
- (iii) If the Building has an elevator or elevators installed in it, passenger elevator service twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year;
- (v)

(b) Tenant, at its expense, shall pay Landlord its pro rata share (being 16.5% of the Building) of all utility services for the Building (except those separately metered), including but not limited to, electricity, gas, water, sewer, heat, telephone and trash collections. If Landlord supplies any utilities to the Leased Premises or the Building, then Landlord warrants and agrees that the charges will not be in excess of the charges that would be payable, directly or indirectly, to the proper local utility company. Notwithstanding the foregoing, Tenant shall have the right directly to contract, at Tenant's sole cost and expense, with one or more utility providers or services for utility facilities, equipment and/or services to the Leased Premises, in which event, Tenant agrees that Landlord shall bear no further responsibility hereunder for the provision of such utility facilities, equipment and/or services, and Landlord agrees that Tenant shall not be charged, directly or indirectly for such utility facilities, equipment and/or services to the Leased Premises by or through Landlord or any provider with which Landlord may contract.

(c) Landlord shall not interrupt, curtail or reduce, or agree to the interruption, curtailment or reduction of the availability, frequency or level of any services, whether permanently or temporarily, without obtaining Tenant's prior consent in each instance. If there is any interruption, curtailment or reduction of any of the above-listed services, then Landlord shall diligently take all actions necessary or appropriate to have such services fully restored as soon as practicable. Notwithstanding the foregoing, if Tenant determines that until such service is restored it would not be practical or reasonable for Tenant to conduct its business in a normal and customary manner from the Leased Premises, then Tenant shall have the right to abate Rent during the continuance of such interruption, curtailment or reduction. Further, if any interruption, curtailment or reduction of any service continues for more than ten (10) consecutive days, then Tenant shall have the right to terminate this Lease upon notice to Landlord.

12. **Insurance.** Landlord and Tenant shall each carry the insurance as set forth on Exhibit G attached hereto and made a part hereof.

13. **Damage or Destruction; Eminent Domain.**

(a) If the Premises should be damaged by fire, explosion or any other casualty or occurrence, Landlord may elect either to repair or rebuild the Premises or the Building or terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the happening of the event causing the damage. If the casualty, repairing or rebuilding shall render the Premises untenantable, in whole or in part, a proportionate abatement of the Base Rent payable by Tenant shall be allowed from the date when the damage occurred until the date Landlord completes the repairs or rebuilding or, if Landlord elects to terminate this Lease, until the date this Lease terminates; said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered untenantable bears to the gross leasable area of the Premises.

(b) If the Premises or any part thereof or the Building or any part of thereof, shall be taken or condemned, either permanently or temporarily, for any public or quasi-public use or purpose by any competent authority in appropriation proceedings, or by any right of eminent domain, or by agreement in lieu thereof, then the entire compensation award therefor, both leasehold and reversion, shall belong to Landlord without any deduction for any present or future estate of Tenant and Tenant hereby assigns to Landlord all its right, title and interest to any such award. Notwithstanding the foregoing, Tenant shall have the right to claim and recover directly from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of any condemnation and for or on account of any cost or loss to which Tenant may be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment, provided any such award does not directly or indirectly reduce Landlord's award.

(c) If for any reason the whole of the premises which is not the subject of the lease is closed or unavailable to public use for a period of ninety (90) consecutive days, Landlord shall be in breach of this Agreement and shall have thirty additional days in which to cure said breach or, upon sixty (60) days' notice from Tenant, all obligations of Tenant under this Lease shall cease and Tenant may withdraw from the site.

(d) Notwithstanding the provisions of Paragraph 13 hereof, in the event of the substantial destruction of the Building or Leased Premises by fire, a taking or otherwise, then, at Tenant's option, this Lease shall immediately terminate effective as of the date of such destruction or taking. Further, in the event of the termination of this Lease pursuant to this Paragraph 13, Landlord shall refund to Tenant all Rent paid in advance for the period of time extending from the date of the destruction or damage or taking to the date to which Rent shall have been so paid in advance.

14. **Default.**

(a) Tenant covenants and agrees that if:

- (i) Tenant shall fail, neglect or refuse to pay any monthly installment of Base Rent or any amount of Additional Rent within five (5) days of its due date or any other monies agreed by it to be paid within five (5) days of its due date under the terms hereof; or
- (ii) Tenant shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein contained, covenanted and agreed to be kept and performed by it, and in the event any such default shall continue for a period of more than fifteen (15) days after notice thereof to Tenant by Landlord; provided, however, that if such default is not reasonably susceptible to cure within said fifteen (15) day period, then, so long as Tenant promptly undertakes to cure such default and diligently prosecutes the cure to completion, Tenant shall have such additional time as is reasonably necessary to cure such default, but in no event for a period greater than thirty (30) days beyond the expiration of the original fifteen (15) day period;

then and in any such event, Landlord shall have all remedies available to it, both at law and in equity, including, but not limited to, the right to recover possession of the Premises without resort to judicial process, to accelerate Base Rent and other monies to be paid hereunder and/or the right, but not the obligation, to lease or let the Premises or portions thereof for such periods of time and at such rentals for such use and upon such covenants and conditions as Landlord may elect, applying the net rentals from such letting first to the payment of Landlord's expenses (including reasonable attorney's fees) incurred in dispossessing Tenant and reletting the Premises and the cost and expense of the payment of any brokerage commissions or other necessary expenses of Landlord in connection with such reletting. Landlord shall have no obligation to mitigate its damages.

(b) If Landlord fails, refuses or neglects to perform any of its obligations pursuant to this Lease, then Tenant may, but is not obligated to, upon Landlord's failure to cure such default within thirty (30) days after Landlord's receipt of notice from Tenant which specifies the particular default complained of, make such payment or do or cause to be done such things, at Landlord's cost and expense, or terminate this Lease by notice to Landlord and vacate the Leased Premises by the date set forth in such notice for termination, in which event Tenant shall have no further obligations under this Lease after the date Tenant vacates the Leased Premises. All money advanced or expended by Tenant in connection with the aforesaid matters shall be payable on demand and/or, at Tenant's election, credited to the Rent accruing under the Lease, which shall have the same effect as though the amount thereof had been paid as Rent to Landlord. In addition, in the event of an emergency where it is not practical to notify Landlord or to wait for Landlord to perform any maintenance or to make any repairs that are Landlord's obligations hereunder, Tenant shall have the right, at Landlord's cost and expense, to perform temporary maintenance or to make temporary repairs provided that the cost thereof in any one instance does not exceed Five Thousand Dollars (\$5,000.00); provided, however, if such event occurs, Tenant shall notify Landlord by the close of business on the next succeeding business day after the occurrence of such emergency.

(c) The various rights and remedies given to or reserved by Landlord and/or Tenant by this Lease, or allowed by law, shall be cumulative, and no delay or omission to exercise any of their rights shall be construed as a waiver of any default or acquiescence therein. No waiver by Landlord or Tenant or any breach of any provision of this Lease shall be deemed for any purpose to be a waiver of any breach of any other provision hereof, nor of any continuing or subsequent breach of the same provision.

15. **Assignment and Subletting.** Except as hereinafter provided, Tenant shall not assign this Lease in whole or in part, nor sublet the Leased Premises in whole or in part, without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right, without Landlord's consent, to assign this Lease or sublet the Leased Premises, in whole or in part, to an affiliate of Tenant.

16. **Signs.** Tenant shall have any naming rights applicable to its 7,000 usable square foot portion of the building and shall have the right to use appropriate signage to display said naming both on and off the premises, which shall not be unreasonably withheld by Landlord.

17. **Quiet Enjoyment.** Landlord warrants and agrees that Tenant, on paying the Rent (subject to any setoffs permitted hereunder) and on keeping, observing, and performing in all material respects all other terms, conditions, and provisions herein contained on the part of Tenant to be kept, observed, and performed, shall, during the full Lease term and any extension or renewal thereof, peaceably and quietly have, hold and enjoy the exclusive use of the Leased Premises without hindrance, disturbance or ejection from anyone.

18. **Access to Leased Premises.** Subject to Tenant's security requirements, Landlord shall have the right of access to the Leased Premises at reasonable times during Tenant's normal business hours upon reasonable prior notice (except in cases of emergency when no notice shall be required), for the purposes of examination and inspection, making repairs, alterations or improvements to the extent required or permitted herein, or exercising any of the rights of Landlord under this Lease. Subject to Tenant's security requirements, Landlord may show the Leased Premises to prospective purchasers and mortgagees and, during the three (3) months prior to the expiration of this Lease, to prospective tenants, at reasonable times during Tenant's normal business hours upon reasonable prior notice to Tenant.

19. **Holding Over.** If Tenant shall, after the expiration of the term of this Lease or any extension thereof, continues to occupy or remain in the Leased Premises without a written agreement having been entered into, any such holding over shall be deemed a month-to-month tenancy at a Base Rent rate of 15% above the then current Base Rent rate, and otherwise subject to all of the terms, conditions and covenants of this Lease to the extent they remain applicable

20. **Approvals.** Wherever the approval or consent of Landlord, Agent or of Tenant is required under the terms of this Lease or under the law, such approval or consent may not be unreasonably withheld, conditioned or delayed. Whenever a party withholds its consent or approval, such party shall give notice of such withholding to the other party, which notice must set forth all material reasons for the withholding by such party of its consent or approval.

21. **Notices.** In every instance where it shall be necessary or desirable for either party to serve any notice or demand upon the other, such notice or demand shall be in writing and delivered via facsimile, email, certified mail, return receipt requested, or by recognized overnight "next business day" delivery service as follows:

If to Landlord: Mayor Larry Antoskiewicz
14600 State Road
North Royalton, OH 44133

With a copy to: Thomas A. Kelly, Law Director
14600 State Road
North Royalton, OH 44133

If to Tenant: University Hospitals Parma Medical Center
3605 Warrensville Center Road
Shaker Heights, Ohio 44122
Attn: Director, Real Estate & Property Management

With a copy to: University Hospitals Health System, Inc.
3605 Warrensville Center Road
Shaker Heights, Ohio 44122
Attn: Chief Legal Officer

If to Agent:
With a copy to:

22. **Recording; Short Form Lease.** This Lease shall not be recorded by any party hereto. The parties will, however, at any time at the request of either party, without charge, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of lease and which shall be used for the purpose of giving public notice of this Lease by recording. Such short form of lease shall set forth a description of the Leased Premises, the term of this Lease, any options to extend the term of this Lease, and any other portions hereof, except the rental provisions, as either party may request.

23. **Applicable Law; Construction of Provisions; and Severability.** This Lease shall be governed by and construed under the laws of the State of Ohio. The captions used in this Lease are for convenience only and do not in any way modify, limit or amplify the terms and provisions hereof. The language in all parts of this Lease shall in all cases be construed according to its fair meaning and not strictly for or against Landlord, Agent or Tenant, and the construction of this Lease and any of its various provisions shall be unaffected by any argument or claim, whether or not justified, that it has been prepared, wholly or in substantial part, by or on behalf of Landlord, Agent or Tenant. Any provision of this Lease that proves to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provision(s) hereof, and such other provision(s) shall remain in full force and effect.

24. **Authority.** Each individual executing this Lease hereby represents and warrants that (a) the entity on whose behalf such individual is executing this Lease is duly formed and validly existing, (b) the entity on whose behalf such individual is executing this Lease has full right and authority to enter into this Lease, and (c) such individual is duly authorized to execute this Lease on behalf of such entity. This Lease contains the entire agreement between the parties hereto relating to the Leased Premises, and supersedes all prior agreements, and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

25. **Relationship of Parties; Successors and Assigns.** The relationship between Landlord and Tenant created hereunder shall be that of lessor and lessee and nothing shall be construed as creating any joint venture or partnership among Landlord, Tenant or Agent. This Lease shall bind and inure to the benefit of the parties hereto, their respective successors, assigns, heirs, executors and administrators, subject to the provisions herein.

26. **Broker.** Landlord, Agent and Tenant each represent and warrant to the other that no real estate broker or salesman has dealt with either Landlord or Tenant in connection with this Lease.

27. **Force Majeure.** None of the parties hereto shall be required to perform any term, condition or covenant of this Lease as long as such performance is delayed or prevented by "Force Majeure", which shall mean "Acts of God, strikes, lockouts, material or labor restrictions imposed by any governmental authority, civil riot or any other cause not reasonably within the control of such party and which, by the exercise of due diligence, such party is unable, wholly or in part, to prevent or overcome". Force Majeure shall not excuse either party from the payment of any monies due pursuant to the terms of this Lease.

28. **Compliance With Laws.** Landlord and Agent acknowledge that Tenant is committed to full compliance with all applicable Laws (hereinafter defined) and agrees to (i) cooperate fully with UH's Compliance Program as set forth in the *University Hospitals Code of Conduct* which is available electronically at <https://www.uhhospitals.org/about-uh/mission-vision-values/code-of-conduct> and is incorporated herein by reference and *UH Policies and Procedures*; and (ii) shall perform the Lease in compliance with all applicable laws, rules and regulations and the Federal health care program requirements (collectively, "Laws"), including without limitation, the Federal Anti-Kickback Statute (42 U.S.C. Sec. 1320a-7(b) and the Physician Self Referral Law (42 U.S.C. Sec. 1395nn) (also referred to as the "Stark Law"), and the rules, regulations and administrative guidance promulgated under the authority of such Laws. Landlord and Agent acknowledge that Tenant is relying on Landlord's and Agent's statements made herein as a material inducement to enter into this Lease.

The failure of Landlord or Agent to comply with applicable Laws or with UH's Compliance Program, shall be grounds for immediate termination of this Lease by Tenant; provided, however, that except in cases of material noncompliance, Tenant shall give Landlord reasonable notice and an opportunity to cure prior to terminating the Lease.

Landlord and Tenant agree to report any suspected violations of Laws by Tenant, as well as any suspected violations of applicable UH Policies and Procedures, by contacting UH's Compliance Officer at 216-286-6362, or by making a confidential anonymous report to UH's compliance hotline at 1-800-227-6934. Tenant agrees that Tenant will not retaliate against any party who makes a good faith report of a suspected compliance violation, and will maintain, as appropriate, confidentiality and anonymity with respect to such reports.

29. **Change in Laws.** The parties acknowledge that future changes in applicable Laws ("Change in Laws") may affect this Lease and the relationships described herein. This Lease is subject to adjustment at any time in the event, and to the extent, required by any state or Federal government agency or authority, to maintain the tax exempt status of any Tenant entity under the Internal Revenue Code and/or the law of the State of Ohio and/or to comply with any other Laws. In the event of any proposed or actual Change in Laws that, in the judgment of legal counsel for Tenant, would or does invalidate any provision of this Lease or would or does cause any party hereto to be in violation of any Laws in performing its duties and obligations hereunder, Tenant may prepare an amendment to this Lease to address such Change to Laws and submit said amendment to Landlord.

30. **Further Assurances.** Landlord, Agent and Tenant each covenants and agrees with the other to execute and deliver such further instruments, documents, agreements, consents, assurances and other instruments and take such other action as reasonably

may be necessary to in order to cause this Lease and the terms, covenants and provisions of this thereof to satisfy the requirements of Tenant's Compliance Program and to otherwise comply with applicable Laws.

31. **Counterparts; Approval.** This Lease may be executed in one (1) or more counterparts each of which, taken together, shall constitute one (1) document. Tenant's execution and delivery of this Lease shall not be valid unless the same has been approved as to form by Tenant's legal counsel and such legal counsel's approval appears hereon. Facsimile and electronic transmissions and other copies of executed documents shall serve the same purposes as originals. Tenant's execution and delivery of this Lease shall not be valid unless the same has been approved as to form by Tenant's legal counsel and such legal counsel's approval appears hereon.

LANDLORD

TENANT

By: _____
Print: _____
Its: _____

By: _____
Print: _____
Its: _____

AGENT

By: _____
Print: _____
Its: _____

APPROVED AS TO FORM
University Hospitals Health System, Inc.
Law Department

By: _____
Title: _____
Date: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named City of North Royalton, an Ohio political subdivision, by Larry Antoskiewicz, its Mayor, who acknowledged that, being duly authorized, he/she did sign the foregoing instrument and that the same is the free act and deed of such entity and his/her free act and deed individually as such _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 20__.

Notary Public
My commission expires:_____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named The Parma Community General Hospital Association, Inc., an Ohio corporation, by _____, its _____, who acknowledged that, being duly authorized, he did sign the foregoing instrument and that the same is the free act and deed of such entity and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 20__.

Notary Public
My commission expires:_____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named YMCA of Greater Cleveland, an Ohio non-profit corporation, by _____, its _____, who acknowledged that, being duly authorized, he did sign the foregoing instrument and that the same is the free act and deed of such entity and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 20__.

Notary Public
My commission expires: _____

EXHIBIT A
FLOOR PLAN/SITE PLAN

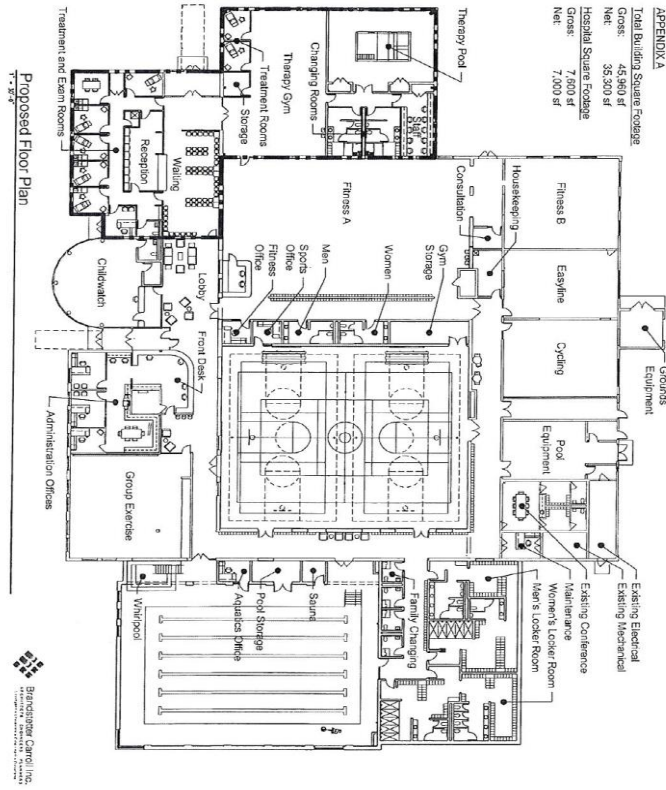


EXHIBIT B

LEGAL DESCRIPTION

EXHIBIT C

BASE RENT

PERIOD	RATE PER SQUARE FOOT	SQUARE FOOTAGE	ANNUALIZED GROSS RENT	MONTHLY RENT
1/1/2023-12/31/2023	\$14.50	7,000	\$101,500	\$8,459
1/1/2024 – 12/31/2024	\$14.50	7,000	\$101,500	\$8,459
1/1/2025 – 12/31/2025	\$14.50	7,000	\$101,500	\$8,459
1/1/2026 – 12/31/2026	\$15.00	7,000	\$105,000	\$8,750
1/1/2027- 12/31/2027	\$15.00	7,000	\$105,000	\$8,750

EXHIBIT D

RENT; REAL ESTATE TAXES AND ASSESSMENTS; COMMON AREA CHARGES

As used in this Lease, the following terms shall have the following meanings:

(i) "Base Rent" - The Base Rent to be paid by Tenant to Landlord, as set forth in Paragraph 3 hereof.

(ii) "Additional Rent" – shall have two components: (i) "Tenant's Share" (hereinafter defined) of the amounts to be paid by Tenant to Landlord with respect to "Operating Expenses" (hereinafter defined) and "Taxes" (hereinafter defined) as determined pursuant to Subparagraphs (v) and (vii) hereof; and (ii) the Capital Reimbursement Contribution (hereinafter defined), as determined pursuant to Subparagraph (viii) hereof .

(iii) "Rentable Area of the Building" - The rentable area of the Building including the basement and all mezzanine areas. Landlord represents and warrants that the current rentable area of the Building is forty two thousand, five hundred (42,500) square feet. If the rentable area of the Building increases during the term of this Lease, then Tenant's Share shall be reduced accordingly.

(iv) "Tenant's Share" – (i) With respect to Operating Expenses and Taxes shall mean the percentage representing the ratio of the useable area of the Leased Premises seven thousand (7,000) square feet to the total Rentable Area of the Building; initially being sixteen and one half percent (16.5%); and (ii) with respect to the Capital Reimbursement Contribution shall mean the portion of the Capital Reimbursement Expenses allocable to the Tenant as described in (viii) hereof and as provided in Paragraph 4 hereof .

(v) "Operating Expenses" - Those actual, out-of-pocket costs and expenses incurred by Landlord for the year during the term of this Lease (prorated for any partial year) for the operation, repair and maintenance of the Building in accordance with generally accepted principles of sound management including, without limitation, except as hereinafter provided, the cost of all materials, supplies, utilities (other than utilities separately metered or submetered to specific tenants), Common Area repairs and maintenance, elevator repair and maintenance, window washing, rubbish removal and snow removal.

Operating Expenses shall not include, directly or indirectly:

- (1) expenses for which Landlord is reimbursed by insurance;
- (2) expenses incurred in leasing or procuring new tenants;
- (3) interest or amortization payments on any mortgage or mortgages;
- (4) organizational costs or organizational expenses of Landlord, including, without limitation, any legal, accounting or other expenses or fees in connection therewith;
- (5) expenses for remodeling, altering, improving, constructing or decorating any rentable area;
- (6) expenses for any service or item provided to or for the benefit of a specific tenant;
- (7) home office, management or administrative fees, costs or charges of or payable to Landlord or any affiliated or related entity or person;
- (8) capital expenditures or expenditures to add to, repair or replace any capitalized item;
- (9) expenditures incurred to comply with any law, rule, regulation, ordinance, order or directive, including, without limitation, the so-called "Americans with Disabilities Act" of 1990, as amended from time to time (the "ADA"), and/or any environmental requirements;
- (10) any "extraordinary" expenditures (i.e. expenditures not of a recurring nature and/or expenditures that would not normally be expected to be incurred in the operation, maintenance and repair of an office building);

- (11) expenditures to replace, improve, convert or modify all or any significant component of any system or equipment in the Building, including, without limitation, any heating, ventilating and/or air conditioning system or lighting system;
- (12) expenditures to repair, replace or restore any part of the Building structure;
- (13) expenditures relating to controlling or improving indoor air quality;
- (14) expenditures relating to the maintenance, striping, repair or replacement of any parking areas;
- (15) expenditures relating to the maintenance, repair or replacement of the roof;
- (16) any reserves established by Landlord;
- (17) any items excluded from Operating Expenses as set forth in this Lease;
- (18) the cost of any item, service, action or performance that is specifically to be provided at Landlord's cost or expense under the terms of this Lease; and
- (19) any mark up or profit to Landlord or any affiliate of Landlord in connection with any of the foregoing items or services.

(vi) "Rent" - the Base Rent, the Additional Rent and all other charges, costs or expenses payable by Tenant pursuant to this Lease.

(vii) "Taxes" - The actual net amount payable by Landlord, exclusive of any interest or penalties, of real estate taxes and general assessments and sewer charges, if any, upon or with respect to the Building and the Land for any year during the term of this Lease (prorated for any partial year). Notwithstanding the foregoing, if the Land or Building, or any part thereof, is revalued for real estate tax purposes within three (3) full calendar years after any transfer, refinancing or sale of the Land and/or Building, or any part thereof, then any increase in Taxes reasonably allocable to the increased valuation of the Land and/or Building, or any part thereof, by virtue of such transfer, refinancing or sale shall be excluded from Tenant's Share of Taxes. Taxes shall not include any special assessments upon the Land and/or Building or any part thereof.

(viii) "Capital Reimbursement Contribution" shall mean the Tenant's allocable share of the Capital Reimbursement Costs determined and allocable as set forth herein. "Capital Reimbursement Costs" as used herein and in this Agreement shall include: (A) expenditures to replace, improve, convert or modify all or any significant component of any system or equipment in the Building, including, without limitation, any heating, ventilating and/or air conditioning system or lighting system; (B) expenditures relating to the maintenance, repair or replacement of the roof; and (C) other capital expenditures or expenditures to add to, repair or replace any other capitalized item.

Except for the replacement or other improvement to the HVAC unit or units solely serving the Leased Premises and repair or other improvement to the roof solely serving the Leased Premises, Landlord and Tenant agree that, in the event improvements identified in (viii)(A), (B) or (C) above would be estimated to exceed the sum of \$75,000 in the aggregate for any calendar year, Landlord will notify Tenant, and both shall work together to allocate the amount and timing of the portion of the Capital Reimbursement Contribution with respect to the costs of such improvements in excess of \$75,000 by reasonable and mutually acceptable means or methods in order to work within Tenant's budgetary processes.

Subject to the immediately preceding paragraph of this subparagraph (viii), Capital Reimbursement Costs shall be allocable as follows: (i) in the case Landlord makes expenditures for improvements identified in (viii) (A), (B) or (C) above which improvements solely service the Leased Premises, the entire amount of those expenditures shall be amortized over the reasonable useful life of the improvement, and the Tenant's Share shall be that portion of the amortized cost for each year during the Term of Lease and any renewals thereof; and (ii) in the case Landlord makes expenditures for improvements identified in (viii) (A), (B) or (C) above which improvements service the entire Building, the entire amount of those expenditures shall be amortized over the reasonable useful life of the improvement, and the Tenant's Share shall be the portion of the amortized cost for each year during the Term of Lease and any renewals thereof as utilized for the "Tenant's Share of Operating Costs and Expenses, initially 16.5%.

EXHIBIT E

LANDLORD'S WORK

None.

EXHIBIT F

CLEANING SPECIFICATIONS

Not Applicable

{10875020: }
RE-0001749

5085747v1

{10875020: }
RE-0001749

5085747v1

{10875020: }
RE-0001749

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EXHIBIT G

INSURANCE

1. Tenant shall, at Tenant's sole cost and expense, obtain and keep in force during the term of this Lease a policy of commercial general liability insurance insuring Tenant against liability for injury to persons and damage to property arising out of Tenant's use, occupancy or maintenance of the Leased Premises, with combined single limit coverage of not less than One Million Dollars (\$1,000,000.00) per claims made basis. Tenant may elect to self-insure against any and all of the risks, or portion thereof, against which Tenant is required to insure pursuant to the terms of this Agreement.

2. Subject to Paragraph 4 of this Exhibit G, Landlord shall, at Landlord's sole cost and expense, obtain and keep in force during the term of this Lease an occurrence-based policy of commercial general liability insurance, insuring Landlord and Tenant against liability for injury to persons or damage to property arising out of the ownership, use, occupancy or maintenance of the Building and Common Areas, with combined single limit coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence.

3. Subject to Paragraph 4 of this Exhibit G, Landlord shall, at Landlord's sole cost and expense, obtain and keep in force during the term of this Lease a policy or policies of property insurance covering loss or damage to the Building, the Leased Premises and Common Areas, in the amount of the full replacement cost thereof, with boiler and machinery and ordinance or law change coverage. To the extent that the waiver set forth in Paragraph 6 of this Exhibit G is permitted in the State in which the Leased Premises are located, the foregoing policy or policies of insurance shall contain a clause to the effect that the waiver in Paragraph 6 of this Exhibit G shall not affect the right of the insured party to recover under such policy or policies.

4. Any insurance required to be carried by a party pursuant to this Lease may be in the form of "blanket" and/or "umbrella" insurance coverage.

5. Each party (the "Indemnifying Party") shall indemnify, protect, defend and hold the other harmless from and against any damage suffered or incurred on account of personal or bodily injury to any person or persons in the Leased Premises, Building or Common Areas caused by the negligent act or omission, or willful misconduct of the Indemnifying Party.

6. Landlord and Tenant each hereby waive all rights of recovery and causes of action which either has or may have or which may arise hereafter against the other for any damage to the Leased Premises, the Building, the Common Areas or the property or business of either of them or of anyone claiming through either of them, by way of subrogation or otherwise, caused by any of the perils coverable (whether or not covered) by a policy of property insurance or contents insurance (irrespective of whether or not such insurance coverage is in fact carried or obtained); or by any other insurance for damage to property carried by the party whose property was damaged; provided, however, that the foregoing waiver shall apply only if and to the extent that a waiver of subrogation for property damage is not prohibited in the State in which the Leased Premises are located.

7. Either party hereto shall, upon request from the other party, provide a certificate of insurance and appropriate insurance policy endorsement, if applicable, evidencing the existence and amounts of such insurance as required according to Paragraphs 1, 2 and 3 of this Exhibit. All such certificates shall further provide for thirty (30) days' advance written notice to the other party of any expiration, cancellation, non-renewal, material modification or replacement of any of the above insurance coverage(s).