

Breakthrough Charter Schools – Facilities Enhancement

Description of Partnership

A partnership is an association between a grant applicant and educational stakeholder(s) in which the stakeholder agrees to provide human and material assets or access to academic and administrative resources to the grant applicant to develop or execute a Straight A Fund grant application. However, in a partnership, only the grant applicant is responsible for ensuring the grant is developed and executed according to the terms of the grant agreement with the Straight A Program Governing Board. Grant applicant partners are responsible only to the extent provided in their Partnership Agreement with the grant applicant.

In order to ensure the effective implementation of the Straight A Fund throughout the state, applicants are encouraged to partner with education stakeholders. Each applicant must identify its partners and attach a description of each respective partner's roles and responsibilities.

Each member of the partnership is responsible for the following assurances:

1. Be knowledgeable about the applicant's Straight A Fund grant proposal and application, including advocacy of the Straight A Fund program.
2. Maintain familiarity with the partner's services to enhance the proposal, including specific goals and practices.
3. Demonstrate a commitment to clear roles and responsibilities of each partner as it relates to the grant proposal and application.
4. Sustain consistent communication among partners and stakeholders with a shared vision of the goals of the grant proposal. This includes participating in regularly scheduled meetings for project management and identifying areas for improvement.
5. Ensure partners have appropriate access to data for purposes of grant program improvement and evaluation in accordance with state and federal law.
6. Develop a clear project management plan to sustain the project over time.
7. Fulfill roles and responsibilities as detailed in the Partnership Agreement found following the below signatures.

Partnership Signatures

Applicant

Name: John McBride
Title: Cleveland Entrepreneurship Preparatory School
IRN: 000930
Phone: (216) 456-2080
Email: jmcbride@heprepschools.org
Address: 1417 E 36th Street
City: Cleveland
State: Ohio
Zip: 44114

Sign: 
Date: 10/25/13

Primary Partner

Name: Alan Rosskamm
Title: Breakthrough Charter Schools
Tax ID: 
Phone: (216) 456-2086
Email: arosskamm@breakthroughschools.org
Address: 10118 Hampden Avenue
City: Cleveland
State: Ohio
Zip: 44108

Sign: 
Date: 10/25/13

Continued on next page.

Secondary Partner

Name: John Zitzner
Title: Friends of Breakthrough Charter Schools
Tax ID: [REDACTED]
Phone: (216) 373-7801
Email: jzitzner@breakthroughschools.org
Address: 3615 Superior Avenue, Suite 3103A
City: Cleveland
State: Ohio
Zip: 44114



Sign:
Date: 10/25/13

Secondary Partner

Name: Linda M. Warren
Title: Saint Luke's Phase III LLC
Tax ID: [REDACTED]
Phone: (216) 453-1446
Email: lwarren@clevelandnp.org
Address: 1956 West 25th Street, Suite 200
City: Cleveland
State: Ohio
Zip: 44113



Sign:
Date: 10/25/13

Secondary Partner

Name: Michelle Asher
Title: Graystone Commercial Real Estate
Tax ID:
Phone: (216) 391-6900 x101
Email: michelle@graystoneproperties.com
Address: 3615 Superior Avenue
City: Cleveland
State: Ohio
Zip: 44114



Sign:
Date: 10/25/13

Secondary Partner

Name: Eric Gordon
Title: Cleveland Metropolitan School District
IRN: 043786
Phone: (216) 838-0000
Email: eric.gordon@clevelandmetroschools.org
Address: 1111 Superior Ave E, Suite 1800
City: Cleveland
State: Ohio
Zip: 44114



Sign:
Date: 10/25/13

Secondary Partner

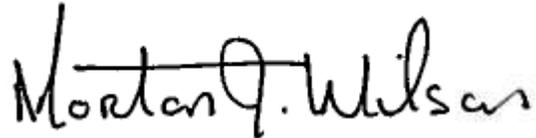
Name: Ronald Kluchin
Title: Kluchin Architects, Inc.
Tax ID: [REDACTED]
Phone: (216) 464-7494
Email: Ron@ronaldkluchinarchitects.com
Address: 23215 Commerce Park, #316
City: Beachwood
State: Ohio
Zip: 44122



Sign:
Date: 10/25/13

Secondary Partner

Name: Morton J. Wilson
Title: Mistick Construction
Tax ID: [REDACTED]
Phone: (412) 322-1121
Email: mwilson@mistickconstruction.com
Address: 1300 Brighton Road
City: Pittsburgh
State: Pennsylvania
Zip: 15233
Sign:



Date: 10/25/13

Secondary Partner

Name: Luke Conaway
Title: The Provato Group
Tax ID: [REDACTED]
Phone: (440) 546-0769
Email: lukeconaway@hotmail.com
Address: 8748 Brecksville Road, Suite 125
City: Brecksville
State: Ohio
Zip: 44141



Sign:
Date: 10/25/13

Partnership Agreement – Breakthrough Charter Schools

This Consortia Agreement is entered into by and between the following entities: Cleveland Entrepreneurship Preparatory School on behalf of the grant consortia, Breakthrough Charter Schools, Friends of Breakthrough Schools, Saint Luke's Phase III LLC, Graystone Commercial Real Estate, Cleveland Metropolitan School District, Kluchin Architects, Inc., Mistick Construction, and The Provato Group. As per the guidance of the Ohio Department of Education, many of the external consultants for this project are not at this time considered an official partner of the grant because the contract has not yet been executed, but its roles and responsibilities are outlined in this agreement for evaluation by the scorers and evidence that the project costs contained in the application are representative of actual estimates received from these consultants. The Consortia/Partnership will seek for the contracts to be executed very shortly after the awarding of the grant.

These entities are applying to the Ohio Department of Education (ODE) as a partnership for a grant award under the fiscal year (FY) 2014 Straight A Fund Competition. The purpose of this agreement is to establish the framework through which, if the ODE approves their application, the group applicants will collaborate and to articulate the specific roles and responsibilities of each applicant in implementing the approved project.

I. Scope of Work

Each group applicant agrees to participate in the proposed comprehensive leadership improvement project that is set forth in this group application for the FY 2014 Straight A Fund competition and conduct activities and carry out responsibilities as may be identified in that application.

II. Lead Applicant and Fiscal Agent

Cleveland Entrepreneurship Preparatory School (E Prep) will serve as the lead applicant. As the lead applicant, E Prep will apply for the grant on behalf of the group and will serve as the fiscal agent for the group in the event a grant is awarded. As fiscal agent, E Prep understands that it is responsible for the receipt and distribution of all grant funds and for ensuring that the project is carried out by the group in accordance with state requirements. E Prep will also serve as the consortia's main point of contact with Breakthrough Charter School and Friends of Breakthrough Schools. For the purposes of our application and this agreement, E Prep's representation in this agreement is that of the entire consortia outlined in a separate consortia agreement. As the fiscal agent, E Prep will have the authority to enter into contracts on behalf of the consortia and the partnership, and approve invoices for payment to for all expenditures of the grant project. Thomas Carroll, operational model leader for the Preps, who manages operations for the model, will serve as the lead consortia staff contact for the project.

III. Use of Funds

Each group applicant that is not the lead applicant agrees to use the funds it will receive from the lead applicant under the agreement in accordance with all state requirements that apply to the grant.

IV. Breakthrough Charter School (BCS) Responsibilities

The Breakthrough Charter Schools management organization agrees to--

- 1) Implement the project as detailed in the application.
- 2) Allow staff to devote the required time and effort to the design, implementation, and evaluation of the

project as needed, including significant support from Jill Miller, COO, and Robert Baker, Director of Facilities and Security. Jill and Rob will serve as the main vendor managers and conduct the overall oversight and management of all facilities efforts.

- 3) Provide significant lay leader support under the guidance and oversight of Dick Pace, Facilities Committee Chair.
- 4) Review all contracts for services with the fiscal agent and provide internal approval.
- 5) Review all invoices for internal and external payments for grant expenditures and provide internal approval.
- 6) Participate, as requested, in any evaluations of this grant conducted by ODE, by evaluators working at the request of the group, or as requested by the project Steering Committee
- 7) Maintain the current service arrangement, including fees and services included, with the schools through the end of each school's service agreement with Breakthrough Charter Schools, ensuring that this project will not increase the schools cost of operations.

V. Friends of Breakthrough (FOB) Responsibilities

Each participating LEA agrees to--

- 1) Implement the relevant project components described in the approved application.
- 2) Participate, as requested, in any evaluations of this grant conducted by ODE or by evaluators working at the request of the group; and
- 3) Provide data and any other necessary information to any party needed for the administration of the grant project, compliance with grant requirements, or needed for the disbursement of grant funds to any entity.
- 4) Serve as the main contact on behalf of the consortia and the partnership to the Ohio Department of Education to ensure compliance with grant project administration and grant regulations.
- 5) Provide any advisory as needed.

VI. Responsibilities of External Consultants –

The external consultants will execute the facilities project aspects of the project as described in the proposed project plans below. Ultimately, the agreement between the external consultants will be governed by the contracts that the fiscal agent and the consultant will enter into. The descriptions provided here are to delineate the roles and responsibilities of these partners so they can be evaluated for funding feasibility.

Cleveland Metropolitan School District (CMSD):

As FOB holds a two-year lease for the District's Kentucky building with CMSD, which currently houses Near West Intergenerational School, A Breakthrough School, CMSD in this agreement gives its consent for FOB/BCS to make the budgeted repairs, maintenance, and improvements on the building as detailed in the budget narrative. The lease is included in this agreement to detail the roles and responsibilities of lessor and tenant. It also allows BCS to initiate and complete the technological infrastructure project described herein and detailed by the Provato Groups price estimates within its building.

Graystone Properties/Klutchin Architects, Inc.

As FOB holds a 10-year lease for the space in Graystone's Tyler Village complex which currently houses Village Preparatory School Cliffs Campus and Cleveland Entrepreneurship Preparatory School, both Breakthrough schools, Graystone in this agreement gives its consent for FOB/BCS to make the budgeted repairs, maintenance, and improvements on the building as detailed in the budget narrative. Graystone also gives permission for FOB/BCS to move forward with the estimated project cost and design as

provided by Klutchin Architects, Inc. The lease is included in this agreement to detail the roles and responsibilities of lessor and tenant. They also allow BCS to initiate and complete the technological infrastructure project described herein and detailed by the Provato Groups price estimates within its building.

Saint Luke's Phase III LLC/Mistick Construction

As Saint Luke's Phase III LLC (operated by Neighborhood Progress Inc.) holds a 7-year lease for the space in the Saint Luke's Manor complex which currently houses The Intergenerational School, a Breakthrough School, and is directly contracting with Mistick Construction to complete the work described within this application, Saint Luke's Phase III LLC in this agreement gives its consent for FOB/BCS to initiate and give approval for the budgeted repairs, maintenance, and improvements to be completed on the building by Mistick Construction as detailed in the budget narrative. The lease is included in this agreement to detail the roles and responsibilities of lessor and tenant. They also allow BCS to initiate and complete the technological infrastructure project described herein and detailed by the Provato Groups price estimates within it building.

Provato Group

FOB, as the owner of 4 of the 7 campuses to receive technological infrastructure replacement and upgrades, with this agreement, allows BCS to initiate and complete the project described herein and detailed by the Provato Groups price estimates within those buildings.

VII. Joint Responsibilities for Communications and Development of Timelines

Each member of the group agrees to the following joint responsibilities--

- 1) Breakthrough Charter Schools and Friends of Breakthrough Schools will jointly manage and oversee the facilities project and benchmark progress against the overall strategy. BCS and FOB will also manage and ensure communication between the partners.
- 2) Each member of the consortia will designate a key contact to work together BCS and FOB to determine appropriate timelines for project updates and status reports throughout the whole grant project period.
- 3) Breakthrough Charter Schools' key contact will be a joint liaison with E Prep to any external consultants and additional partners, provide internal coordination for the additional partners and ensure predetermined workflows, objectives, outputs, and outcomes are met.
- 4) Friends of Breakthrough staff will ensure that all members of the partnership and consortia are aware and complying with all grant regulations, reporting, evaluation, and information requests.

VIII. Working Relationship Among Group Members

- 1) The working relationship among E Prep, Breakthrough Charter Schools and Friends of Breakthrough Schools will be governed by signed agreements and organizational norms and structures already in effect between Breakthrough Charter Schools and each of the participating LEAs, and Breakthrough Charter Schools and Friends of Breakthrough Schools.
- 2) The working relationship between any external partners and E Prep, Breakthrough Charter Schools and Friends of Breakthrough will be governed by duly signed and executed contracts following the awarding of the grant.
- 3) The current lease agreements and any future amendments should govern the lessor/lessee relationship in all buildings.

IX. Assurances

Should the aforementioned assurances in the cover of this agreement not meet the full requirement, such additional assurances are provided here for consideration. Each member of the group hereby assures and represents that it:

- 1) Agrees to be bound to every statement and assurance made by the lead applicant in the application;
- 2) Has all requisite power and authority to execute this agreement;
- 3) Is familiar with the project and is committed to working collaboratively to meet the responsibilities specified in this agreement in order to ensure the project's success;
- 4) Will comply with all the terms of the Grant and all applicable Federal and State laws and regulations, including laws and regulations applicable to the Program.

X. Modifications

Consistent with the group's responsibility to implement the approved Straight A Fund application, this agreement may be amended only by written agreement signed by each of the group members. Modifications of this agreement do not relieve members of the group from implementing the content of the approved application; therefore any modification that would require a change in the approved application must be approved by the Straight A Fund.

XI. Effective Date/Duration/Termination

This agreement shall take effect upon the lead applicant's receipt of a notice of grant award of Straight A Fund grant dollars from the Ohio Department of Education.

This agreement shall be effective beginning with the date of the last signature hereon, and, if a Straight A Fund grant is received, ending upon the expiration of the grant project period.

BREAKTHROUGH CHARTER SCHOOLS

SCHOOL BUILDING LEASE

THIS LEASE is made as of August 1, 2012, between FRIENDS OF BREAKTHROUGH SCHOOLS, an Ohio not for profit corporation ("Landlord"), whose address is 3615 Superior Avenue, Cleveland, Ohio 44114; and ENTREPRENEURSHIP PREPARATORY SCHOOL::WOODLAND HILLS and VILLAGE PREPARATORY SCHOOL::WOODLAND HILLS, both Ohio not for profit corporations (collectively, the "Tenant"), whose address is 9201 Crane Avenue, Cleveland, Ohio 44105.

Section 1. LEASED PREMISES. Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions set forth in this Lease, the following property (the "Leased Premises"): (i) the real property (the "Land") located at 9201 Crane Avenue, Cleveland, Ohio 44105, and described in Exhibit A attached to this Lease, (ii) the building containing approximately Forty-Nine Thousand, Four Hundred Forty Three (49,443) square feet located on the Land and all related fixtures and appurtenances (the "Building"), (iii) all other improvements now or in the future located on the Land, and (iv) all other rights and easements appurtenant to the Land, the Building, and other improvements. The Leased Premises are leased to Tenant in their present condition "AS IS," as of the date of this Lease. Notwithstanding the foregoing to the contrary, Landlord shall deliver the Leased Premises in a clean, warm, dry and safe condition sufficient for the city of Cleveland to issue a Certificate of Occupancy.

Section 2. TERM.

2.1 The term of this Lease shall commence upon delivery of the Leased Premises to Tenant ("Commencement Date"), and shall continue, subject to the terms and conditions as provided herein, for a period the earlier of (i) June 30, 2022 (the "Term") or, (ii) until the termination or expiration of the term of the Academic and Business Services Agreement (the "Services Agreement"), by and between Breakthrough Charter Schools, an Ohio not-for-profit corporation, an affiliate of Landlord ("BCS") and Tenant (the "Term"), but in no event shall the Term of this Lease be extended beyond the expiration date of the Services Agreement, as the same may be extended from time to time..

2.2 The term "Lease Year" shall be defined as a period commencing July 1 and ending the following June 30.

Section 3. RENT

3.1 During the Term of this Lease, in lieu of monthly or annual base Rent, Tenant shall pay Landlord as "Rent" all Insurance Costs (as defined in Section 6), Real Estate Taxes (as provided in section 4) and any expenses related to the operation, repair and maintenance of the Leased Premises, including but not limited to any, utilities,

landscaping, snow removal, cleaning and janitorial services, and other related costs and expenses for the Leased Premises, which are the obligation(s) of Tenant, but are otherwise performed by or paid for by Landlord. During the Term, Tenant shall also be responsible for and pay directly, all other costs and expenses related to the operation, repair or maintenance or use of the Leased Premises, including, without limitation, all costs and expense relating to utilities, repair and maintenance (other than Major Replacements (as defined in Section 9.2), landscaping, snow removal, cleaning and janitorial services of operating or occupying the Leased Premises (collectively, the "Operating Expenses"). In no event, however, shall either Rent or Operating Expenses include any obligation for the Tenant to cover any of Landlord's obligations to pay principal of, interest on or finance charges with respect to any debt or costs incurred in connection with the acquisition or financing of the Leased Premises or that might be incurred hereafter.

3.2 Tenant shall pay all charges that are Rent when due to Landlord, the respective governmental entity or the actual provider of any such Operating Expenses. Failure to pay such charges on a timely basis shall constitute a Default under this Lease.

Section 4. TAXES.

4.1 Landlord shall pay all real estate taxes and assessments ("Taxes"), if any, levied against the Leased Premises when such amounts become due and payable during the Term. Should Landlord pay such Real Estate Taxes and Assessments then Landlord shall furnish to Tenant copies of tax bills, together with statements of the amount due from Tenant, and Tenant shall pay over to Landlord all such amounts due on such statements within 30 days after receipt of Landlord's statements. However, any installments of taxes and assessments relating to the periods at the commencement and expiration of the Term of this Lease shall be prorated in accordance with the customary method of prorating taxes in Cuyahoga County, Ohio. Tenant's obligations under this Section shall survive the expiration or termination of this Lease. Tenant shall not be obligated to reimburse Landlord for late fees or interest for Landlord's failure to pay such amounts when due and payable.

4.2 If Landlord is not in the process of contesting any Taxes and Tenant desires to do so then Tenant shall first notify Landlord in writing of Tenant's intent to contest such Taxes. Should Landlord fail to inform Tenant, within thirty (30) days of Tenant's written request to contest such Taxes, then Tenant shall have the right to so contest such Taxes at Tenant's sole cost and expense. Should the result of such contestation result in an increase in such Taxes then Tenant shall be obligated for all such increases in the Taxes.

Section 5. UTILITIES. During the Term of the Lease, Tenant shall obtain and pay for all sewer, water, electric, heat, trash removal, telecommunications and internet services, cable and other utility services furnished to or consumed on the Leased Premises.

Section 6. INSURANCE.

6.1 During the Term, Landlord shall keep the Building insured against loss by fire and all of the risks and perils usually covered by a "special form" policy of commercial property insurance upon property comparable to the Leased Premises, in an amount sufficient to prevent Landlord from being deemed a co-insurer. This insurance shall be written by a company of recognized financial standing which is authorized to do an insurance business in the State of Ohio. Landlord may also procure other insurance on the Leased Premises deemed appropriate by Landlord, including, but not limited to, boiler and machinery, plate glass, and Rent loss insurance or endorsements. The costs of the insurance maintained by Landlord pursuant to this Section 7.1 are referred to as the "Insurance Costs.

6.2 Tenant shall reimburse Landlord for the Insurance Costs incurred by Landlord in each Lease Year during the Term of this Lease, prorated for any partial calendar year during which this Lease commences or terminates, such proration to be based upon the number of days during which this Lease was in effect. The amounts due from Tenant shall be payable as additional Rent within 10 days after the Landlord notifies Tenant in writing of the amount due, and provides Tenant with a computation of that sum and copies of the insurance bill(s) upon which the computation is based. This obligation shall survive the expiration or termination of this Lease.

6.3 During the Term, Tenant shall procure and maintain commercial general liability insurance for the Leased Premises with policy limits of not less than a combined single limit of \$2,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. Tenant shall name Landlord and any mortgagee as additional insureds under this policy. In the event Tenant desires to purchase additional Insurance beyond that which Landlord purchases pursuant to Section 6.1, then Tenant shall have the right to purchase such additional Insurance, at Tenant's sole cost and expense.

Section 7. WAIVER OF LIABILITY AND SUBROGATION. Neither Landlord nor Tenant shall be liable for any damage to property of the other found or located within the Leased Premises or for any damage to the Leased Premises or the Building or other improvements caused by fire or other peril usually covered by a policy of insurance of the type described in Section 6, and each party releases the other from all liability for damage from those causes, including any subrogation claims of any insurer. This provision shall apply regardless of the negligence of either party and shall not be limited by the amount of insurance coverage. This Section 7 shall override any inconsistent provisions of this Lease. Each party shall obtain any special endorsements required by its insurer to allow this waiver, but the waiver shall apply regardless of whether the party obtains the endorsements. This waiver shall not apply to willful misconduct or intentional acts if the resulting damage is not covered by the required insurance.

Section 8. INDEMNIFICATION.

8.1 Except to the extent liability is waived under Section 7, Tenant shall indemnify, defend and hold Landlord harmless against any and all claims, liabilities, damages or losses resulting from injury or death of any person or damage to property

occurring on or about the Leased Premises or in any manner in conjunction with Tenant's use and occupancy of the Leased Premises in whole or in part. In addition, Tenant shall indemnify and hold Landlord harmless against any claims, liabilities, damages, losses or expenses resulting from the release of hazardous substances, hazardous wastes or petroleum products on or from the Leased Premises or other violations of applicable environmental laws occurring during the Term of this Lease that are caused by Tenant, caused by someone acting on behalf of Tenant or caused as a result of any action or inaction of Tenant. Tenant's indemnities under this Section shall survive the expiration or termination of this Lease.

8.2 Landlord shall indemnify and hold Tenant harmless against any claims, liabilities, damages, losses or expenses resulting from the existence of hazardous substances, hazardous wastes or petroleum products on or from the Leased Premises or other violations of applicable environmental laws that existed prior to the Term of this Lease or occurred during the Term of the Lease but where not caused by Tenant or by anyone acting upon the Tenant's behalf. Landlord's indemnity under this Section shall survive the expiration or termination of this Lease.

Section 9. MAINTENANCE AND MAJOR REPLACEMENTS.

9.1 During the Term of this Lease, except as provided in Section 9.2, Tenant, at its sole expense, shall maintain the Leased Premises in good condition and repair, and shall make all repairs, replacements and renewals, whether structural or non-structural, foreseen or unforeseen, ordinary or extraordinary, interior or exterior, necessary to put or maintain the Leased Premises in that state of repair and condition. Except as provided in Section 9.2, Tenant's obligations include, but are not limited to (a) maintaining the interior of the Leased Premises in good condition, except for reasonable wear and tear from the last repair or replacement required by this Lease, and except for damage by fire or other casualty; (b) providing all necessary maintenance, repair and replacements of, and keeping in good operating condition, the water, gas, electrical, plumbing, heating, ventilating, air conditioning, and all other mechanical and utility systems and facilities serving the Leased Premises; (c) keeping the sidewalks, parking areas and drives on or about the Leased Premises in a clean, sightly, and sanitary condition, free of ice and snow; and (d) keeping all lawns mowed, shrubbery trimmed and the yards free of excessive weed growth, so that the lawns and yards shall at all times be maintained in a neat and presentable condition.

9.2 Notwithstanding Section 9.1 to the contrary, Landlord shall perform, at Landlord's sole cost and expense, "Major Replacements" to the roof and structural elements of the Leased Premises, including all improvements to the parking and driveway surfaces, fire safety system, and to the heating, ventilating and air conditioning system serving or required to serve the Leased Premises during the Term. A "Major Replacement" means the replacement or alteration of a structural item, system or component costing Five Thousand and No/100 Dollars (\$5,000.00) or more and having a useful life of at least two (2) years. Major Replacements required by law or for the likely imminent safety of persons using the Leased Premise will be given first priority and shall be made upon the written request of Tenant. Major Replacements not likely involving

imminent safety of such persons or required by law, will be made on an equitable basis with all other schools that the Landlord owns and rents under similar conditions. Nothing in this Section 9.2 shall require Landlord to replace any personal property of the Tenant. Notwithstanding the foregoing, in no event shall Tenant be obligated to pay more than Fifteen Thousand and No/100 Dollars (\$15,000.00) in the aggregate towards Major Replacements in any one (1) Lease Year.

9.3 Notwithstanding anything contained in this Lease to the contrary, Tenant shall pay to Landlord, as a capital reserve for replacements for the Leased Premises, the sum of Twenty-four cents (\$.24) per year multiplied by the square footage of the Leased Premises, payable in equal monthly installments of Two cents (\$.02) multiplied by the square footage of the Leased Premises. Landlord shall have the right, not more than one (1) time in any three (3) year period to adjust this sum based on actual experience across the BCS network of schools, and Tenant shall commence to pay such adjusted sum starting with the first day of the calendar month following notice of said adjustment, provided a majority of the other Breakthrough schools leasing school buildings from Landlord are also required to pay the same adjusted sum.

Section 10. ALTERATIONS; LIENS.

10.1 Tenant shall make no structural modifications, structural alterations or structural improvements to the Leased Premises. In addition, Tenant shall make no modifications, alterations or improvements to the Leased Premises without prior written approval of Landlord, which approval shall not be unreasonably withheld. Any approved modifications, alterations or improvements shall be made in a good and workmanlike manner and shall not weaken the structure of the Building or materially lessen its value. All modifications, alterations and improvements shall become and remain the property of Landlord. Tenant may, without Landlord's consent, install temporary partitions, shelves, bins, equipment, trade fixtures, telecommunications wires, internet wires, cabling and other personal property in the Building. Those items, excluding telecommunications and internet wires and cabling, shall remain Tenant's property and, unless otherwise agreed by Landlord, shall be removed by Tenant prior to the expiration or earlier termination of this Lease. Tenant shall repair any damage to the Leased Premises caused by that removal.

10.2 Tenant shall not create or permit to be created or to remain, and will promptly discharge, at its sole expense, any lien, encumbrance or charge upon the Leased Premises or upon Tenant's leasehold interest, or of any person claiming under or through Tenant, arising out of the use or occupancy of the Leased Premises or by reason of any labor or materials furnished or claimed to have been furnished to Tenant or by reason of any construction, addition, alteration or repair of any part of the Leased Premises by Tenant.

Section 11. DAMAGE AND DESTRUCTION.

11.1 If, during the Term of this Lease, the Leased Premises are damaged by fire or other casualty so as to be rendered untenable either in whole or in substantial part,

such that the school cannot safely accommodate a significant percentage of its students, then Landlord and Tenant shall work together to secure temporary quarters for the displaced students. Landlord shall pay any incremental costs incurred by Tenant for such temporary quarters until the Leased Premises are restored by Landlord at which time Tenant shall promptly resume its use and occupancy of the Leased Premises. If (a) the Leased Premises cannot reasonably be restored to substantially their former condition within Three Hundred Sixty-Five (365) days following the fire or other casualty, (b) the insurance proceeds are insufficient to cover the costs of repair or restoration, or (c) the holder of any mortgage on the Leased Premises elects to apply the insurance proceeds against the indebtedness secured by the mortgage then Landlord may terminate this Lease effective the date of the casualty by giving notice to the other within One Hundred Eighty (180) days following the casualty. If so terminated, all Rent shall cease as of the date of such damage.

11.2 If the Leased Premises are damaged in whole or in part by fire or other casualty and this Lease is not terminated pursuant to Section 11.1, then Landlord at its expense shall restore the Leased Premises to a kind and quality substantially similar to that which existed immediately prior to the damage or destruction. Restoration shall be commenced within a reasonable time and, subject to matters beyond Landlord's reasonable control, shall be completed without delay. Tenant shall continue to pay Rent as required under this Lease.

11.3 If Landlord fails to restore the Leased Premises within Three Hundred Sixty-Five (365) days after the occurrence of the damage or destruction, regardless of the reason for the delay (unless caused by Tenant), Tenant shall have the option (i) to extend the time for restoration, or (ii) to terminate this Lease by giving written notice to Landlord. In no event shall Landlord have any liability to Tenant on account of the delay.

Section 12. CONDEMNATION, LOSS OF ACCESS. If all or part of the Leased Premises shall be taken or condemned by a competent authority for a public or quasi-public use or purpose or if there is a negotiated purchase by such authority under threat of a taking (collectively, a "taking"), and if the loss of the part so taken substantially interferes with the use of the Leased Premises by Tenant, then Landlord, and Tenant each shall have the right, exercisable by notice to the other, to terminate this Lease, effective on the date of the taking. If part of the Leased Premises is taken without substantially interfering with the use of the Leased Premises by Tenant, this Lease shall not terminate. In that event, Landlord shall promptly restore any damage to the Leased Premises caused by the taking in a manner reasonably suitable to Tenant's use. In the event of any taking, Landlord shall be entitled to the entire condemnation award, regardless of whether this Lease is terminated in accordance with this Section 12, except that Tenant shall be entitled to any separate award allocated by the condemning authority to Tenant's trade fixtures, personalty and moving expenses.

Section 13. DEFAULT.

13.1 If any of the following events ("defaults") shall occur: (i) Tenant fails to pay the Rent, Operating Expenses, or any other sums payable by Tenant under this Lease, and the failure continues for a period of Five (5) days after receipt of written notice from Landlord, (ii) Tenant fails to perform any other obligations under this Lease and the failure continues for Thirty (30) days after written notice from Landlord, or for an unreasonable period of time if 30 days is not sufficient time to repair, remedy or correct the obligation breached, (iii) Tenant abandons the Leased Premises, (iv) Tenant becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the National Bankruptcy Act or makes an assignment for the benefit of creditors, (v) Tenant loses or fails to maintain its accreditation or rights to operate as a charter school, or (vi) BCS terminates the Services Agreement pursuant to Section 10.3(a) (i-viii), as amended from time to time, or the Services Agreement is terminated for any other reason whatsoever, then Landlord may terminate this Lease or may terminate Tenant's right to possession but keep this Lease in effect. In either case, Landlord shall have the right to re-enter the Leased Premises. Tenant's obligation to pay the Rent shall survive any termination of this Lease due to Tenant's default. If Landlord at any time terminates this Lease for any default, then, in addition to any other remedy it may have, it may recover from Tenant all damages it may incur by reason of the default, including the cost of recovering and reletting the Leased Premises and the value at the time of termination of the excess, if any, of the amount of Rent reserved in this Lease for the remainder of the Term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, both figures being discounted to present value. Alternatively, Landlord may elect to keep this Lease in effect and recover monthly from Tenant an amount equal to the Rent due less the amount, if any, of any rentals which Landlord may receive (or obtain credit for) by reletting the Leased Premises; however, nothing contained in this Section shall be deemed to impose upon Landlord any duty to relet the Leased Premises beyond the duties, if any, imposed by law. Whether or not Landlord elects to terminate this Lease, Landlord's damages shall include the costs of reletting, including brokerage commissions, repairs, and alterations necessary to prepare the Leased Premises for the new tenancy.

13.2 If Tenant shall fail to make any payment or perform any act required to be made or performed under this Lease, Landlord, without waiving or releasing any obligation or default, may (but shall be under no obligation to), at any time, and upon reasonable notice to Tenant, make the payment or perform the act for the account and at the expense of Tenant, and may enter upon the Leased Premises for that purpose and take all actions as may be necessary to correct Tenant's breach. No such entry shall be deemed an eviction of Tenant. All sums so paid by Landlord and all costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) so incurred, together with interest at the rate of Twelve Percent (12%) per annum from the date of payment, shall constitute additional Rent and shall be paid by Tenant to Landlord on demand.

13.3 Landlord shall not be deemed in default under this Lease, nor shall Tenant be entitled to claim a constructive eviction, unless Landlord fails to fulfill any of its obligations after 30 days notice from Tenant specifying the failure; or, if the failure is of

such a nature that it cannot reasonably be cured within the 30 day period, Landlord fails to cure the same within a reasonable time.

13.4 Landlord and Tenant each waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matter arising out of or in connection with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises and/or any claim of injury or damage.

Section 14. USE OF PREMISES. The Leased Premises shall be used primarily as a public charter school and activities related thereto. In addition, with the prior written consent of Landlord, which consent shall not be unreasonably withheld, the Leased Premises may be used for other community purposes, which may include such services as after school programs, pre-school programs, adult education programs, summer programs, etc. Landlord authorizes BCS to provide Tenant such consent on Landlord's behalf, and Tenant may rely on such consent as if provided directly by Landlord. The Leased Premises shall not be used for any other purpose without Landlord's prior written consent, which consent shall be in Landlord's sole and absolute discretion. Tenant shall not conduct any extra-hazardous use of the Leased Premises, or create any public or private nuisance, and in connection with its use, Tenant (and the operators of any other programs) shall comply with applicable insurance requirements.

Section 15. COMPLIANCE WITH LAWS.

15.1 During the Term, but subject to the obligations of Landlord, pursuant to Sections 15.2 and 9.2, Tenant, at its expense, shall comply with all present and future laws and regulations applicable to its use and occupancy of the Leased Premises, and shall make any repairs, modifications or additions to the Leased Premises as may be required by any such laws or regulations. Tenant agrees to hold Landlord harmless from any cost, expense or liability that may be imposed or assessed against Landlord in connection with Tenant's noncompliance with any such law or regulation of which Tenant is responsible either under this Lease, under the Services Agreement, or as required by law or by any governmental agency either Local, State or Federal.

15.2 During the Term, and subject to the obligation of Tenant pursuant to Sections 9.1 and 15.1, Landlord, at its expense (unless expressly provided for herein), shall comply with all present laws and regulations applicable to the ownership of and right to lease the Leased Premises, and shall make Major Replacements, as defined herein, to Leased Premises as may be required by any such laws or regulations.

Section 16. ASSIGNMENT AND SUBLETTING. Tenant may not assign this Lease in whole or in part or sublet all or any part of the Leased Premises unless Landlord has given its prior written consent, which consent shall be in Landlord's sole and absolute discretion. For purposes of this Lease, any transfer of beneficial interests in Tenant (or combination of transfers) that effect a change of control of Tenant shall be deemed an assignment of this Lease. In addition, so long as Tenant is operating Tenant's school in a substantial portion of the Leased Premises, and with the prior written consent of Landlord and Tenant, which consent shall not be unreasonably withheld, a portion of the Leased

Premises may be sublet or licensed to another school for other community purposes, which may include such services as after school programs, pre-school programs, adult education programs, summer programs, etc. In the event that the Leased Premises is sublet or licensed for a another school or for a community as provided above, then any fees, rent, or other revenues generated from such activity shall first be applied toward Tenant to the extent such sublet causes any clear and measurable direct increase in Tenant's Rent to Landlord or Tenant's Operating Expense, then the balance shall be split equally between Landlord and Tenant. No assignment or subletting shall relieve Tenant from liability for performance of its obligations under this Lease

Section 17. SURRENDER. Upon the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Leased Premises in good condition and repair, ordinary wear and tear, fire and other casualty, and governmental takings excepted. Any damage caused by the removal of Tenant's trade fixtures and personalty shall be repaired by Tenant at its expense.

Section 18. NOTICES. All notices to be given to either party shall be deemed given if made in writing and deposited in the United States mail, postage prepaid, return receipt requested, or deposited with a nationally recognized overnight courier service, and addressed to the parties at the following addresses:

Landlord's Address: Friends of Breakthrough Schools
Attention: President
3615 Superior Avenue
Cleveland, Ohio 44114

With a copy to:
Breakthrough Charter Schools
Attention: CEO
9711 Lamont Avenue
Cleveland, Ohio 44106

Tenants' Address: ENTREPRENEURSHIP PREPARATORY
SCHOOL::WOODLAND HILLS and

VILLAGE PREPARATORY SCHOOL::WOODLAND
HILLS

9201 Crane Avenue
Cleveland, Ohio 44105

Either party may change its notice address by giving notice of the change to the other.

Section 19. SUBORDINATION TO MORTGAGES. This Lease and all of Tenant's rights under this Lease are subject and subordinate to all mortgages placed on or

affecting the Leased Premises and all renewals, modifications, consolidations, replacements, substitutions, additions and extensions of any of those mortgages and any other mortgage now or in the future affecting the Leased Premises or any interest in the Leased Premises (collectively "Mortgages"). In confirmation of this subordination, Tenant shall promptly execute and deliver any subordination agreement that Landlord may request. In the event any proceedings are brought for the foreclosure of any Mortgage, Tenant shall, upon request, attorn to the purchaser or transferee upon foreclosure, and recognize the purchaser or transferee as the Landlord under this Lease to the same extent and effect as the original Landlord. Tenant agrees to execute and deliver upon the request of Landlord, or the purchaser or transferee, any instrument necessary or desirable to evidence this attornment. Tenant waives any right which it may have by law to terminate this Lease or to surrender possession of the Leased Premises by reason of any foreclosure proceeding. Landlord hereby agrees that should any future holder of any mortgage on the Leased Premises request this Lease be subordinated to any such mortgage, then Landlord shall request that such lender enter into a non-disturbance agreement providing that in the event of a default of the mortgage, and providing that Tenant is not in default of this Lease, then such lender shall recognize the Tenant as tenant under this Lease and not disturb Tenant's occupancy of the Leased Premises. Tenant shall also have the right to request a subordination non-disturbance from any lender. Failure by any lender to agree to provide any subordination or non-disturbance shall not constitute a Default under this Lease, and this Lease shall continue in full force and effect.

Section 20. PERSONAL PROPERTY. All trade fixtures, furnishings, equipment and other personal property placed or maintained in the Leased Premises shall be at Tenant's sole risk, and Landlord shall not be liable for any loss or damage to such property from any cause whatsoever.

Section 21. SUCCESSORS AND ASSIGNS. Subject to the provisions of Section 16, this Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of Landlord and Tenant.

Section 22. QUIET ENJOYMENT. Landlord covenants that if Tenant pays the Rent and performs all of its obligations under this Lease, Tenant shall peaceably and enjoy and possess the Leased Premises throughout the Term subject only to the conditions set forth in this Lease.

Section 23. HOLDING OVER. Any holding over beyond the expiration of the Term of this Lease shall be construed to be a tenancy from month to month at a rate equal to One and No/100 Dollars (\$1.00) per square foot per month plus Tenant shall continue to pay the Rent as provided in this Lease.

Section 24. SIGNS. Any and all signs placed on the Leased Premises by Tenant shall be maintained in compliance with all applicable governmental laws and regulations, and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of its signs. At the expiration or earlier termination of

this Lease, Tenant shall remove any of its signs and shall repair any damages incidental to this removal.

Section 25. BROKERS. Landlord and Tenant agree that no brokerage commissions or similar compensation is due in connection with this transaction. Except as provided in the preceding sentence, each party agrees to indemnify the other against all claims for brokerage commissions or other compensation for services rendered at its instance in connection with this transaction.

Section 26. LIABILITY OF LANDLORD. If Landlord fails to perform any of its obligations under this Lease, and, as a consequence of this default, Tenant recovers a money judgment against Landlord, that judgment may be satisfied only out of the proceeds of sale received upon execution of the judgment against the right, title and interest of Landlord in the Leased Premises, and neither Landlord nor any of the partners, shareholders, officers, directors or employees of Landlord shall be liable for any deficiency. In no event shall Tenant have the right to levy its execution against any property of Landlord other than its interest in the Leased Premises. In the event of the sale or other transfer of Landlord's interest in the Leased Premises, Landlord shall be released from all liability and obligations under this Lease occurring after the date of such sale or transfer.

Section 27. NONWAIVER. No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this Lease shall be construed to be a waiver on the part of Landlord of any right or remedy in law or otherwise.

Section 28. RIGHT OF ENTRY. Landlord shall have the right to enter the Leased Premises during normal business hours to examine its condition, to make any repairs Landlord deems necessary for the safety, preservation or improvement of the Leased Premises, or to show the Leased Premises to persons interested in purchasing, financing or leasing the same. Each entry by Landlord in accordance with this Section 28 shall be made in such a manner as will not unreasonably interfere with Tenant's use of the Leased Premises.

Section 29. MEMORANDUM OF LEASE. Upon request of either party, the parties shall execute a memorandum of this Lease in recordable form in accordance with the provisions of Section 5301.251 of the Ohio Revised Code and be paid for by the party requesting such memorandum of Lease.

Section 30. PARTIAL INVALIDITY. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of that provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 31. ESTOPPEL CERTIFICATE.

31.1 When needed by Landlord in connection with the sale or financing of the Leased Premises, Tenant shall, within 10 days after request by Landlord, execute an estoppel certificate to evidence (a) the existence or nonexistence of any Default under this Lease by Landlord or Tenant or of any amendments to this Lease or prepayments of Rent and (b) such other facts with respect to this Lease as Landlord may reasonably require.

31.2 Landlord shall, within 10 days after request by Tenant, execute an estoppel certificate to evidence (a) the existence or nonexistence of any Default under this Lease by Landlord or Tenant or of any amendments to this Lease or prepayments of Rent, and (b) such other facts with respect to this Lease as Tenant may reasonably require.

Section 32. CONFORMING LEASE TO NETWORK. Landlord and Tenant agree that it is the intention of the BCS and schools of the BCS network to have substantially similar terms and conditions within its leases; therefore, if, at anytime during the Term, Landlord and a majority of the other schools in the Breakthrough Charter School network, including Tenant, agree to modify this lease form, then Landlord and Tenant shall enter into a Lease Modification Agreement so as to conform this Lease to the same lease form as adopted by the majority of the network schools.

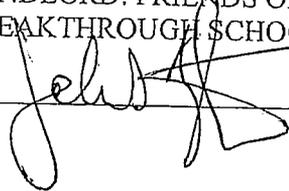
Section 33. SALE OF SCHOOL. During the Term, Landlord or BCS shall not sell or transfer its entire interest (other than a mortgage to obtain financing or as part of a multi-school sale or transfer) in the Leased Premises or to lease the Leased Premises to another tenant or to any other person (other than an affiliate of Landlord or BSC) unless Tenant is first offered the option, for a period of not less than 10 business days, to purchase the Leased Premises for a price equal to the proposed sale price of the Leased Premises at the time of such proposed sale, or to lease the Leased Premises on the same terms and conditions as being offered to another tenant, as the case may be. Failure to respond or accept the price as quoted to Tenant, or the terms and conditions of the lease, as the case may be, shall constitute Tenant's agreement not to purchase or lease the Leased Premises. In addition such failure to respond or accept the proposed price, or the proposed lease, as the case may be, shall constitute Tenant's agreement that BCS and/or Landlord may proceed with the sale, or the lease of the Leased Premises, as the case may be. In the event that for any reason Landlord does not consummate the sale or lease of the Leased Premises to a third (3rd) party then this Section 33 shall remain in full force and effect.

Section 34. SHARING COSTS. In the event the Tenant should consist of more than one school sharing the Leased Premises, then those schools shall allocate between them all of the financial obligation to the Landlord under this Lease, including, but not limited to: Rent, Operating Expenses, Taxes, Insurance Costs, Utilities, Capital Reserve, Maintenance, Repairs and Major Replacements, all based on the number of students in each school as of September 30 of each school year. In other words, each school shall pay their pro rate share based on a fraction, the numerator of which is the number of students in the school and the denominator of which is the number of students in all the schools sharing the Leased Premises.

Section 35. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties and cannot be amended unless the amendment is in writing and executed by the party against whom the enforcement of the amendment is sought.

SIGNED as of the day and year first above written.

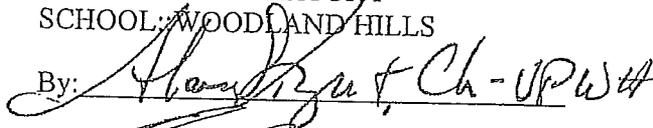
LANDLORD: FRIENDS OF
BREAKTHROUGH SCHOOLS

By: 

TENANT: ENTREPRENEURSHIP
PREPARATORY
SCHOOL::WOODLAND HILLS

and

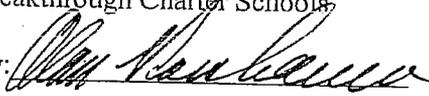
VILLAGE PREPARATORY
SCHOOL: WOODLAND HILLS

By:  Ch - UPWth

By:  Ch - EPWth

BCS does hereby acknowledge that BCS has received a copy of this Lease and hereby consents to the terms thereof.

Breakthrough Charter Schools

By: 

Lease and Official Address Change

WHEREAS the School is required to have an official site to house the students and teach the academic program to its enrolled students.

BE IT RESOLVED that the Board of Directors approves the lease of the former Woodland Hills Elementary building, at 9201 Crane Ave, Cleveland, Ohio 44105 with Breakthrough Charter Schools and/or Friends of Breakthrough Charter Schools;

RESOLVED FURTHER: that the Board of Directors authorizes the official address change of the school to be 9201 Crane Ave, Cleveland, Ohio 44105.

ADOPTED BY THE BOARD OF DIRECTORS THIS 22nd DAY OF August, 2012.


Alan Kopit, Board Chair

Attest:


Secretary/Witness

LEASE

by and between

SAINT LUKE'S PHASE III MASTER TENANT LLC

and

THE INTERGENERATIONAL SCHOOL

Cleveland, Ohio

LEASE

SECTION 1

BASIC LEASE PROVISIONS, EXHIBITS AND DEFINED TERMS

SECTION 1.1

- (a) **Effective Date:** The date of full execution of this Agreement (the "Lease") which shall be the date of execution by the last party to sign.
- (b) **Landlord:** **SAINT LUKE'S PHASE III MASTER TENANT LLC**
an Ohio limited liability company
c/o Neighborhood Progress Inc.
1956 West 25th Street, Suite 200
Cleveland, Ohio 44113
Attention: Linda Warren
Telephone No.: 216-830-2770
- (c) **Tenant:** **THE INTERGENERATIONAL SCHOOL**
12200 Fairhill Road
Cleveland, Ohio 44120
Attn: Brooke King, Executive Director
- (d) **Premises:** See Section 2.
- (e) **Permitted Use:** See Section 8.
- (f) **Lease Term:** See Section 3.
- (g) **Fixed Rent:** See Section 4.
- (h) **Broker:** See Section 29.7
- (i) **Security Deposit:** None
- (j) **Notice Requirements:** See Section 27

SECTION 1.2 EFFECT OF REFERENCE TO SHORT FORM LEASE PROVISIONS

Each reference in this Section 1 shall be governed by the complete language contained in the section and/or sections governing the same contained in the balance of the Lease. If there should be any conflict between the information contained in Section 1 and the information contained in the balance of the Lease, the balance of the Lease shall govern.

SECTION 1.3 EXHIBITS AND SCHEDULES

The Exhibits set forth below are incorporated herein by reference and are to be construed as part of this Lease:

- EXHIBIT A: Description of Premises.
- EXHIBIT B: Legal description of Condominium Property.
- EXHIBIT C: The initial site plan showing, in general, the location of the Premises, common areas and containing other general information.
- EXHIBIT D: List of Leasing Restrictions.
- EXHIBIT E: Permitted Encumbrances.
- EXHIBIT F-1: Landlord's Work: Fourth Floor Plan.
- EXHIBIT F-2: Landlord's Work: General Specifications – Landlord Work Letter.
- EXHIBIT F-3: Tenant Scope of Work
- EXHIBIT G: Parking Plan
- EXHIBIT H: Landscape Plan showing Outdoor Play Area
- EXHIBIT I: Consent to Use Agreement
- EXHIBIT J: User Agreement

SECTION 1.4 SELECT DEFINED TERMS

a) Additional Rent means all additional charges or costs in addition to Fixed Rent assessed to Tenant or for which Tenant is obligated under this Lease.

b) Applicable Federal Rehab Standards means any provisions agreed to in the Federal Historic Tax Credit "Part 2" approval (as modified from time to time with the consent of the National Park Service) and the Secretary of the Department of the Interior's Standards for Rehabilitation (36 CFR 67) if applicable to any part of the Condominium Property.

c) Association means the association created for the Condominium Property pursuant to the provisions of the Condominium Act, known as Saint Luke's Manor Condominium Unit Owners' Association, Inc.

d) Common Areas: The facilities which may be furnished by Landlord, or which Landlord has the right to use under the Declaration (defined herein), from time to time, within the Units in Phase 3 of the Project, such as base building heat and air conditioning, mechanical systems, ventilating systems, electrical systems, elevator systems, basement, (except that use of any basement storage area is subject to an annual fee and is available only on a first-come, first served basis), fitness room, showering and changing area, lobby areas, stairways, hallways, doors, windows, and all other areas and improvements which may be provided by Landlord for the general use in common by tenants or other users of the Units in Phase 3, their officers, agents, employees, contractors, invitees, and customers and all lighting facilities incident thereto, as such areas and facilities may be changed from time to time in the discretion of Landlord. The common areas within Phase 3 are depicted on Exhibit C (the "Phase 3 Common Areas"). As used herein, "Common Elements" means all of the Condominium Property, except that portion thereof described in the Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "Common Elements" of the Condominium under the provisions of the Condominium Act and excludes those elements designated for the exclusive use of an owner of a Unit(s) such as "Limited Common Elements" or "Exclusive Use Areas" (as such terms are defined in the Declaration including but not limited to parking areas, the mews, lawn and garden areas, driveways, sidewalks, trash receptacle areas and such other areas that are not part of a Unit. Tenant has the parking rights set forth in Section 8.5 of this Lease. For purposes of this Lease, the term "Common Areas" refers to both the Phase 3 Common Areas and the Common Elements of the Condominium Property. Charges assessed to Tenant for the Common Areas are described in Section 5(b) of this Lease.

e) Condominium Assessments means the following costs that are assessed to the owner of each Unit in Phase 3 of the Project of which the Premises is a part: (i) annual operating assessments, which includes but is not limited to insurance required to be maintained by the Association pursuant to Article XI of the Declaration, real estate taxes and assessments, and operating and maintenance expenses for the Project and the Common Elements together with any reasonable compensation due a managing agent, (ii) special assessments for capital improvements and (iii) special individual Unit assessments.

f) Condominium Property means the property described on Exhibit B attached hereto and all buildings, structures and improvements situated thereon, and all easements, appurtenances, and rights, including, without limitation, air rights, belonging thereto.

g) Date of Delivery of Possession: The day after Landlord substantially completes Landlord's Work (defined in Section 7(a)) and (ii) delivers the Certificate of Occupancy in accordance with the requirements set forth in Section 7(a), which Landlord estimates will be on or before August 20, 2013. In no event shall Landlord be liable for any delay or failure to deliver the Premises, unless due to Landlord's or its agents', employees' or contractors' negligence or willful misconduct.

h) Declaration means the Declaration and By-Laws Creating and Establishing a Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for Saint Luke's Manor Condominium filed for record on February 8, 2011 with the Office of the Fiscal Officer of Cuyahoga County as Instrument No. 201102080353 and the Drawings associated therewith filed on the same day in Volume 165, Pages 43-55, inclusive, of the Cuyahoga County Condominium Map Records, as amended by the First Amendment to Declaration and By-Laws filed for record on December 9, 2011, with the Office of the Fiscal Officer of Cuyahoga County as Instrument No. 201112090409 and the Amended Drawings filed on the same day in Volume 166, Pages 04-06, inclusive of the Cuyahoga County Condominium Map Records, as each may be further amended.

i) Lease Term: Lease Term means the term described in Section 3.

j) Legal Requirements means all federal, state and local laws, regulations, statutes, ordinances, and other governmental requirements, including, but not limited to, the Applicable Federal Rehab Standards and all Permitted Encumbrances.

k) Master Landlord means Saint Luke's Phase III LLC, or its successor or assign as set forth in Section 28 herein.

l) Master Lease has the meaning ascribed to it in Section 28.

m) Master Tenant means Saint Luke's Phase III Master Tenant LLC, or its successor or assign.

n) Phase 3 or Phase 3 Units means Phase 3 of the Project consisting of eight (8) units (Units 3-C, 3-1, 3-2, 3-3, 3-4, 3-5, 3-6 and 3-7).

o) Project means that certain project which is the former Saint Luke's Hospital situated in the City of Cleveland, County of Cuyahoga and State of Ohio, which is a multi-story historic building located at 11311 Shaker Blvd. (the "**Building**") that has been condominiumized into 27 condominium units and is now known as "St. Luke's Manor Condominium", including access to Common Elements (defined herein) leading to publicly dedicated rights-of-way and/or easements for ingress and egress that lead to one or more publicly dedicated rights-of-way. Phase 3 of the Project is sometimes referred to as "St. Luke's East Wing".

p) Property Manager means Coral Management Company, LLC.

q) Rent: Rent means Fixed Rent and Additional Rent to be paid by Tenant, whether or not designated Rent in this Lease, and such amounts, if not paid when due, shall be collectible with the next installment of Fixed Rent thereafter becoming due and shall be subject to all provisions of this Lease and of law as to default in the payment of Rent.

r) Site Plan means the initial site plan attached hereto as Exhibit C, which Landlord and Tenant acknowledge may change from time to time pursuant to the terms of this Lease, showing, in general, the Premises, Common Areas and other general information.

s) Tenant's Proportionate Share: Tenant's Proportionate Share shall be 58.5% which is a fraction, the numerator of which shall be the rentable sq. ft. for the Premises (41,119.5 sq. ft.), and the denominator of which shall be the rentable square footage of the Units in Phase 3 of the Project (64,665.9 sq. ft.).

t) Unit and Units mean that portion or portions of the Condominium Property described as a Unit or Units in the Declaration, and are that portion of the Condominium constituting a "unit" or "units" of the Condominium under the provisions of the Condominium Act of the State of Ohio regulating the creation and operation of condominiums and is presently Section 5311 of the Ohio Revised Code.

SECTION 2 **PREMISES**

For the rent and upon the agreements contained in this Lease, Landlord leases to Tenant and Tenant rents from Landlord approximately 41,119.5 of rentable sq. ft. at 11327 Shaker Blvd., Cleveland OH 44120, Suite 200E (floors 0-4) in Phase 3 of the Project (the "Premises"). All areas, including the Premises, have been calculated in accordance with ANSI/BOMA 765.1-2010, Method A. The Premises are described in Exhibit A and outlined on Exhibit C for the purpose of more specifically locating the space leased to Tenant. Further, Landlord delegates to Tenant in common with Landlord the right of enjoyment of the Common Elements.

SECTION 3 **TERM**

(a) TO HAVE AND TO HOLD the Premises unto Tenant upon the covenants and agreements herein set forth for the Lease Term, commencing on the Commencement Date and continuing for a period of ten (10) years, unless sooner terminated as provided herein (the "Initial Term"); provided, that this Lease and all of the terms hereof shall become effective only upon the full execution and delivery of this Lease by each of Landlord and Tenant. The Initial Term of the Lease shall commence on the Date of Delivery of Possession (defined in Section 1.4(g)). For the purposes of this Lease, the Expiration Date shall be the last day of the Initial Term or any Renewal Term (as hereinafter defined).

(b) Renewal Terms. Landlord hereby grants to Tenant the right and option to extend the term of this Lease for one (1) period of five (5) years and a second option for four (4) years (each a "Renewal Term"). Any Renewal Term shall commence upon the day next following the last day of the expiring lease term. Notwithstanding anything herein contained to the contrary, Tenant's right and option as aforesaid shall be conditioned upon: (i) the Lease remaining in full force and effect; and (ii) Tenant having exercised its option for the previous Renewal Term, if applicable. The Initial Term and Renewal Term, if exercised, are sometimes hereinafter collectively referred to as the Term.

(c) Notice of Election to Renew. Tenant shall notify Landlord in writing of its election to extend this Lease for the Renewal Term(s) on or before the date that is 180 days before the expiration of the Term then in effect. If the lease Term expires before such notice from Tenant to Landlord and Tenant continues in possession of the Premises after such

expiration, the Term will be extended automatically on a month-to-month basis until: (A) thirty (30) days after Landlord has given notice to Tenant that the Term shall terminate, or (B) Tenant surrenders the Premises to Landlord, or (C) Tenant exercises its option, in which case the Renewal Term will be deemed to have commenced upon the expiration of the prior Term. Concurrently with the exercise of the option by Tenant, Tenant will pay Landlord any unpaid balance of the Rent due during the Renewal Term that has accrued as of the date of such notice of extension. If said options are duly exercised, the Lease Term shall be automatically extended for the period of the next ensuing option, without the requirement of any further instruments, upon all of the same terms, provisions and conditions set forth in this Lease, except that the Fixed Rent during the Renewal Terms shall be as set forth in Section 4(c).

SECTION 4 RENT

(a) Commencement of Rental Payments. Tenant's obligation to pay Fixed Rent, shall begin on Date of Delivery of Possession ("Commencement Date").

(b) Proration of Rent. Any Fixed Rent, Additional Rent or other charges which are due for any period which is less than a full calendar month shall be prorated on a per diem basis using the applicable monthly amount due divided by thirty (30) multiplied by the number of days for which such charges are payable. Tenant shall pay to Landlord such prorated charges as set forth in an invoice therefor from Landlord (i) concurrently with the first monthly installment of Fixed Rent next due hereunder, (ii) within 30 days of vacating the Premises, as herein provided, or (iii) within 30 days of Tenant's receipt of demand from Landlord, as the case may be.

(c) Fixed Rent. Tenant agrees, without demand and without any deduction or setoff, except as otherwise allowed at law and equity, to pay to Landlord, at Landlord's office or such other place as Landlord may from time to time designate, a fixed minimum rent per annum for (i) the first 7 years of the Initial Term in the amount of \$169,823.54.00 per year paid in monthly installments of \$14,151.96 per month; (ii) years 8 and 9 in the amount of \$411,195.00 per annum paid in monthly installments of \$34,266.25 per month; and (iii) year 10 in the amount of \$415,306.95 per annum, paid in monthly installments of \$34,608.91 per month, for the Term ("Fixed Rent"). Each and every payment of Fixed Rent due hereunder shall be payable in advance on the first day of the month for which Fixed Rent is being paid.

(d) Option to Extend. If Tenant exercises an option to extend the Term as set forth in Section 3(b), then Fixed Rent for each Renewal Term shall be the Fair Market Rent (as hereinafter defined) Landlord and Tenant shall attempt, in good faith, to reach agreement as to Fair Market Rent for the Renewal Term using the following process.

i. Landlord shall notify Tenant of the Expiration Date at least 15 months in advance of the Expiration Date.

ii. During the 30 day period that commences on the date Landlord provides the notice described in Section 4(d)(i) above, Landlord and Tenant shall negotiate in good faith to determine the Fair Market Rent for the Renewal Term.

iii. If Landlord and Tenant reach agreement as to the Fair Market Rent, then Tenant shall have the right to elect to extend the Term for the Renewal Term and Tenant shall exercise such election by notifying Landlord of its decision in writing, no less than 180 days prior to the Expiration Date.

iv. If Landlord and Tenant fail to reach an agreement regarding Fair Market Rent, the process to determine Fair Market Rent will be initiated as described below in Section 4(f).

v. When the Fair Market Rent is established through the process described in Section 4(f), Tenant shall exercise its election to extend the Term for the Renewal Term by notifying Landlord of its decision in writing by the later of (A) 180 days prior to the Expiration Date or (B) 30 days from the determination of the Fair Market Rent.

vi. Landlord and Tenant have agreed to the process for determining Fair Market Rent described above with the intention that Tenant is able to and does deliver its notice of renewal at least 180 days prior to the Expiration Date.

(e) Fair Market Rent. Fair Market Rent shall be an amount equal to the annual fair market rental value, taking into account appropriate market rent concessions and allowances, and crediting the amortized Landlord costs avoided by renewing the existing Tenant, including, but not limited to, brokerage fees, legal fees, redevelopment and constructions costs, and months without rent (the "Fair Market Rent") on the commencement date of the applicable Renewal Term. The Fair Market Rent shall be determined on the basis of the highest and best use of the Premises (permitted under the Condominium Documents), to be free and clear of all leases and tenancies, that the Premises was available in the then rental market for comparable mixed use buildings in the Cleveland, Ohio area of similar quality, neighborhood demographics, size, age and character as the building (the "Comparable Market"), assuming that Landlord has had a reasonable time to locate a tenant who rents with knowledge of the uses to which the Premises can be adapted, and that neither Landlord nor the prospective tenant is under any compulsion to rent. Fair Market Rent shall further assume a lease having a term of three (3) years, with the remaining Renewal Terms and otherwise on the terms and conditions contained herein.

(f) Determining the Fair Market Rent after Impasse. If the parties cannot so agree within the 30-day period in Section 4(d)(i) (the "Impasse Date"), then the amount of Fair Market Rent for the subject Renewal Term shall be determined by appraisal as follows but shall in all cases be subject to the limitation described herein:

(i) Within ten (10) days of the Impasse Date, Landlord and Tenant shall each retain a single real estate broker, (each of whom shall be independent of each of Landlord and Tenant, shall be duly licensed and in good standing with the Ohio Department of Commerce, Division of Real Estate & Professional Licensing, and shall have at least five (5) years' experience within the previous ten (10) years leasing space in the Comparable Market; (a broker who satisfies such criteria is referred to herein as a "Market Broker"), to determine the Fair Market Rent.

(ii) Landlord and Tenant shall jointly instruct each such Market Broker to determine the Fair Market Rent of the Premises for the subject Renewal Term and to

issue its written report to each of Landlord, Tenant and the other Market Broker within thirty (30) days after its retention. If either Landlord or Tenant shall fail to appoint a Market Broker as aforesaid, the determination of the sole Market Broker so appointed shall govern.

(iii) If the conclusions of the two Market Brokers as to Fair Market Rent shall be identical, the Fair Market Rent for the Premises shall be the Fair Market Rent as so established, subject to the limitation described herein. If the conclusions of the two Market Brokers shall differ, but if the Fair Market Rent as indicated on the higher of the two shall be less than one hundred five percent (105%) of the Fair Market Rent as indicated on the lower, the Fair Market Rent for the Premises shall be the simple average of the two. In the event of any greater deviation between the two original Market Brokers' conclusions regarding Fair Market Rent, the two original Market Brokers shall jointly appoint a third Market Broker (who shall be unrelated to each of the original Market Brokers and shall otherwise satisfy the criteria set forth above for a "Market Broker") not later than fifteen (15) days after the issuance of the later of the two original Market Brokers' reports. The third Market Broker shall be provided with true and complete copies of each of the written reports issued by the original Market Brokers, and shall be instructed to evaluate such reports (and such other evidence as the third Market Broker shall deem to be necessary or reasonably appropriate in connection therewith). Within thirty (30) days after its appointment, the third Market Broker shall issue its written report to each of Landlord and Tenant, indicating which of the original Market Brokers' conclusions regarding Fair Market Rent it believes to be the more accurate. In such event, Fair Market Rent for the Premises shall be the Fair Market Rent as so designated by the third Market Broker.

The Fair Market Rent as established as aforesaid shall be final and binding upon Landlord and Tenant. Landlord and Tenant shall each pay the costs and expenses of the Market Broker retained by it as provided above. All costs and fees of the third Market Broker shall be paid in equal shares by Landlord and Tenant. After a determination has been made of the Fair Market Rent for the Premises, the parties shall execute and deliver to each other an agreement setting forth the Fair Market Rent as hereinabove determined, provided, however, that any failure of Landlord or Tenant to execute and deliver any such agreement shall not otherwise affect the respective rights and obligations of the parties under this Lease.

(g) Late Charge. In addition thereto, if Tenant shall fail to pay any installment of Fixed Rent or any item of Additional Rent or other charges within ten (10) days after the date the same become due and payable, then Tenant shall also pay to Landlord a late payment service charge (the "Late Charge") covering administrative and overhead expenses equal to five percent (5%) of the amount 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 Landlord 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 Tenant hereunder or to relieve Tenant of its obligation to pay all such sums at the time or times herein stipulated. Notwithstanding the Late Charge provided herein, nonpayment of Fixed Rent, Additional Rent or any other amounts due hereunder when due shall constitute a default of this Lease.

(h) Both parties recognize that portions of the leased square footage may not be available for use as of the date of delivery. Until such areas are delivered to Tenant, Rent for that space will be abated.

SECTION 5 **COMMON AREAS**

(a) Common Areas. Landlord hereby grants to Tenant and Tenant's employees, agents, contractors, students, guardians, volunteers, customers and invitees the right, during the Term hereof, to use, in common with others granted the use thereof, the appropriate Common Areas within the limits of Phase 3 of the Project including the Outdoor Area as depicted in Exhibit H, and such other areas of the Project that are not restricted by the Association, the Declaration or the Landlord. Tenant acknowledges and agrees that the Common Areas of Phase 3 are operated, managed and maintained pursuant to the terms of the Master Lease. Landlord acknowledges that Tenant has the parking rights set forth in Section 8.5. The use of such areas and facilities shall be subject to such reasonable regulations as Landlord, Master Landlord, or the Association shall make from time to time.

(b) Common Area Charges. From the Commencement Date and throughout the Lease Term, Tenant shall pay to Landlord, as Additional Rent, a "CAM Charge", which shall be Tenant's Proportionate Share of the total annual costs and expenses assessed to Landlord under the Master Lease (or that Landlord is required to incur under the Master Lease) for operating, maintaining, insuring, repairing, replacing, upgrading and supervising the Common Areas, the Project areas, and the Condominium Assessments charged to the Units of which the Premises is a part. If the Association elects to provide a service solely for the benefit of a Unit of which the Premises is a part that is used for commercial purposes, the cost of such service shall be payable directly and not charged as a part of the Condominium Assessments, which costs shall also be paid by Tenant in accordance with Tenant's Proportionate Share as Additional Rent. Such direct services may be waste disposal facilities or services in excess of those services normally provided by the Association.

(c) Payment of CAM Charges. Tenant's CAM Charge shall be paid in monthly installments on the first day of each month, with Tenant's payment of Fixed Rent, in an amount to be estimated by Landlord, which estimate shall be subject to change by Landlord from time to time but not more than once per year and will be based on actual CAM Charges assessed to Landlord under the Master Lease for the prior year plus Landlord's reasonable projection of any additional costs for the subject year. Landlord estimates that the CAM Charge for the first year will be \$4.50 per rentable sq. ft., which includes the Condominium Assessments. Following the end of the period used by the Master Landlord in estimating Landlord's cost for the Common Areas and the period used by the Association in estimating the Condominium Assessments as set forth in Article XV of the Declaration, Landlord shall furnish to Tenant a statement together with a complete accounting of the actual amount of Tenant's Proportionate Share of such CAM Charge for such period. Within thirty (30) days thereafter, Tenant shall pay to Landlord any deficiency. If the actual CAM charges are less than the CAM Charges collected from Tenant Landlord shall apply the difference to next year's CAM Charges or, for the last year of the Lease Term, will refund the difference to Tenant upon the expiration of the Lease Term. During any part of the Term hereof which shall be less than a full calendar year, any CAM Charge shall be

prorated on a daily basis between the parties to the end that Tenant shall only pay the CAM Charge attributable to the portion of the calendar year occurring within the Term of this Lease.

(d) Tenant's Right to Audit. Tenant shall have the right, at its expense, to examine and audit Landlord's books and records pertaining to CAM Charges incurred and attributable to the Premises in the preceding twelve (12) months, provided that Tenant (i) is not in default under this Lease beyond any applicable notice and cure period, and any such cure shall have been completed prior to exercising such audit right, (ii) shall first give Landlord at least ten (10) days prior written notice of the exercise of its audit right, (iii) shall conduct such audit within sixty (60) days after receipt of the annual reconciliation of CAM Charges, and (iv) shall only exercise this right by independent certified public accountants and not by an auditor for a contingency fee or fee based upon Tenant's savings or refund. Tenant shall supply Landlord a copy of any audit upon receipt and shall keep any information gained from such audit confidential. No subtenant shall have the right to audit and no assignee of Tenant shall have the right to audit any year prior to the effective date of such assignment or sublease.

SECTION 6 **TAXES AND ASSESSMENTS**

(a) Real Estate Taxes and Assessments. Tenant's obligation to pay Tenant's Proportionate Share of real estate taxes and assessments shall be governed by the same method in Section 5(c) of this Lease and shall be included as a part of the CAM charge. Tenant shall pay Tenant's Proportionate Share of annual Real Estate Taxes from and after the Rent Commencement Date that are payable during the Lease Term. To the extent Real Estate Taxes applicable to the Project are abated for any reason, or are not fully assessed, such abatements and lack of full assessment shall be taken into account in determining the Real Estate Taxes payable by Tenant under the Lease, such that in no event will Tenant be charged for Real Estate Taxes that would have been payable but for the abatements or partial assessments and, to the extent any abatements or reductions occur, once the abatements or reductions are no longer in effect, and once there has been a full assessment, the amount of Real Estate Taxes will be recalculated and increased to include the amount of Real Estate Taxes that had previously been excluded from the calculation or that had not yet been fully assessed. Notwithstanding the foregoing, Real Estate Taxes shall not be deemed abated or not fully assessed in the case of Real Estate Taxes attributable to service payments or payments in lieu of taxes with respect to tax increment financing to the extent that such payments are included in the calculation. In other words, should there be service payments or payments in lieu of taxes, e.g. PILOT payments, applicable to the Project, such payments shall be of Real Estate taxes and Tenant shall pay Tenant's Proportionate Share thereof.

(b) Rent Taxes. If any governmental taxing authority shall levy, assess or impose any tax, excise or assessment (other than income or franchise tax) upon or against the rents payable by Tenant to Landlord or rents payable by Landlord as tenant under the Master Lease, either by way of substitution for or in addition to any existing tax on land, buildings or otherwise, Tenant shall pay directly pay, or reimburse Landlord for such amounts, as the case may be, attributable to the Premises.

(c) Right to Audit. Tenant shall have the right, at its expense, to examine and audit Landlord's books and records pertaining to Real Estate Taxes incurred and attributable to the Premises in the preceding twelve (12) months, provided that Tenant (i) is not in default under this Lease beyond any applicable notice and cure period, and any such cure shall have been completed prior to exercising such audit right, (ii) shall first give Landlord at least ten (10) days prior written notice of the exercise of its audit right, (iii) shall conduct such audit within sixty (60) days after receipt of the annual reconciliation of Real Estate Taxes, and (iv) shall only exercise this right by independent certified public accountants and not by an auditor for a contingency fee or fee based upon Tenant's savings or refund. Tenant shall supply Landlord a copy of any audit upon receipt and shall keep any information gained from such audit confidential. No subtenant shall have the right to audit and no assignee of Tenant shall have the right to audit any year prior to the effective date of such assignment or sublease.

SECTION 7

CONSTRUCTION OF PREMISES

(a) Landlord's Work. Tenant acknowledges that Landlord and Landlord's agents and employees have made no representations or warranties with respect to the Premises or the physical condition thereof and none shall be implied in law, except for such express warranties which are stated in this Lease. Notwithstanding the foregoing, Landlord agrees to enforce the obligation of the Master Landlord, pursuant to the Master Lease, by and through Master Landlord's agent (the "Developer") to construct and deliver to Tenant the Premises in accordance with (i) Exhibit F-1 and Exhibit F-2 of this Lease ("Landlord's Work"); (ii) Legal Requirements; and (iii) the obligations set forth in this Section 7(a). Landlord agrees to enforce the obligation of the Master Landlord to construct the Premises in accordance with the plan attached as part of Exhibit F-1 and the general specifications attached as Exhibit F-2. Landlord and Tenant will work cooperatively with the Master Landlord on the construction of Tenant's Premises and prior to commencement of Landlord's Work (or any modification thereto). Landlord shall ensure that Master Landlord or its agent will provide such plans and specifications for Landlord's Work related to the Premises (and modifications thereof) to Tenant for Tenant's approval. In the event Tenant requests changes to the plans and specifications for Tenant's Premises that require the approval of Master Landlord, of mortgagees, the Secretary of the Department of Interior with respect to the Applicable Federal Rehab Standards, and/or State of Ohio Development Services Agency, Landlord will work Master Landlord to use best efforts to obtain such approvals. Landlord shall deliver possession of the Premises to Tenant, with Landlord's Work substantially complete (subject to minor punch list items only which do not affect Tenant's use or occupancy of the Premises), and with a Certificate of Occupancy or a Temporary Certificate of Occupancy (if a permanent certificate cannot be issued solely because of Tenant's fixturing) in effect. Landlord shall have the right to complete Landlord's Work while Tenant is furnishing the Premises. Landlord shall enforce the obligation of Master Landlord to cause the Developer to complete Landlord's Work in an efficient and timely manner and in such a way as to minimize any interference with Tenant. Upon the Date of Delivery of Possession, the Premises shall be in compliance with all Legal Requirements and all mechanical, plumbing and electrical systems shall be in good working order. Once Tenant takes possession of the Premises, all of Landlord's Work shall be deemed to be accepted by Tenant in all respects, except for such matters of Landlord's Work as to which Tenant shall give written notice to Landlord within sixty (60) days following the Date of Delivery of Possession ("Punch-List

Items”), except for items or matters that could not have been reasonably uncovered or identified in such sixty (60) period in which case the time frame shall be extended for such matters only. Landlord will enforce the obligation of Master Landlord to complete all Punch List Items within forty-five (45) days (or such longer period as may reasonably be necessary given the nature of the Punch List Item).

(b) Tenant’s Work. Tenant will be responsible for the installation of all interior nonstructural improvements to the Premises, at its sole cost and expense, including but not limited to equipment, furniture and trade fixtures as stated in Exhibit F-3. Notwithstanding the previous sentence to the contrary, no improvement, rehabilitation, construction or alteration shall be conducted in the Premises that would violate or cause a violation of the Applicable Federal Rehab Standards. Further, any interior improvements are subject to Section 11(b) of this Lease.

SECTION 8 **USE**

SECTION 8.1 TENANT’S USE OF THE PREMISES

As a material inducement to Landlord to enter into this Lease, the Premises shall be occupied and used primarily for the operation of a charter school without the prior written consent of Landlord.. In no event shall Tenant be permitted to use the Premises in violation of any Leasing Restrictions currently contained in Exhibit D hereto, and the Permitted Encumbrances currently contained in Exhibit E. Tenant covenants and agrees that its use of the Common Elements (except for any “Limited Common Elements” and “Exclusive Use Areas,” if any, as such terms are defined in the Declaration which are used and possessed exclusively by the owners of Unit(s) served by such elements) shall be in accordance with the purposes for which they were intended and as may be required for the purposes of access, ingress to, egress from, use, occupancy, and enjoyment of the Units, subject to a limitation on Tenant’s use of such Common Elements pursuant to Section 10 of this Lease and no Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort and recreation and enjoyment of Tenant. Tenant’s use is also subject to Section’s 28 and 29.21 of this Lease. Further, Tenant covenants and agrees to install and utilize energy efficient appliances per LEED requirements in the Premises. Tenant further acknowledges and agrees that the Premises, the buildings, the Project area and all Common Areas are smoke-free and Tenant agrees use commercially reasonable efforts to strictly enforce this regulation by its employees, business invitees and others having business with Tenant.

SECTION 8.2 COMPLIANCE WITH LAWS

Tenant shall use and occupy the Premises in accordance with all Legal Requirements and shall keep the Premises in a careful, safe and proper manner. Tenant shall not use, or allow the Premises to be used, for any purpose other than as specified herein and shall not use or permit the Premises to be used for any unlawful purpose, including but not limited to the prohibited uses described on Exhibit D. Tenant shall not permit the Premises to be occupied in whole or in part by any other person or entity, except as otherwise provided herein.

SECTION 8.3 AMENITIES

It is understood that the auditorium/Active Living Center is included in Tenant's leased square footage and is considered a part of Tenant's Premises. Tenant shall have exclusive access to the auditorium/Active Living Center during the school year from the hours of 8:00 am to 6:00 pm, Monday through Friday. At all other times, Tenant agrees to allow the auditorium/Active Living Center to be utilized based on the Consent Agreement (Exhibit I) and the User Agreement (Exhibit J) as included with this Lease. Tenant shall also have the opportunity to use the following amenities: (1) fitness room (approximately 450 sq. ft. on the 4th floor of Phase 3); (2) showering and changing area (approximately 350 sq. ft. on the 4th floor of Phase 3), and (3) basement of Phase 3 (collectively the "Amenities"). Except for CAM Charges associated with such common areas and except for storage space rental in the basement (governed by Section 1.4(d) of this Lease), there shall be no charge to Tenant for the use of the fitness room or the showering and changing area or basement. The Amenities (except for the auditorium/Active Living Center) are part of the Common Areas.

SECTION 8.4 ACCESS

Tenant and its employees will have the right of access 24 hours per day, seven days per week to the first floor lobby, Tenant's Premises and basement, via the use of key fobs. Tenant and its employees will have access to the 4th floor of the Phase 3 building via the use of key fobs, which access to the 4th floor will be subject to the terms of the User Agreement. Notwithstanding the foregoing to the contrary, the Landlord reserves the right to restrict access during an emergency.

SECTION 8.5 PARKING

Landlord shall make available to Tenant and its business invitees, guests, employees, agents, contractors, volunteers, customers and others having business with Tenant the exclusive use of fifty (50) parking spaces in the parking lot shown on the Parking Plan attached hereto as Exhibit G. Use of all parking (whether exclusive or non-exclusive) will be subject to the terms of the Declaration and such rules and regulations and reasonable security measures established by the Association and/or Landlord from time to time. Landlord shall have no liability with respect to any matter arising in connection with of parking spaces to Tenant and Tenant's customers, business invitees, guests and employees, including, without limitation, any damage to or theft of any automobile or the contents thereof, except for Landlord's, its agents', employees' or contractors' gross negligence or willful misconduct.

Section 8.6 - EMPLOYMENT CONNECTION

In connection with financing for the Project, New Village Corporation (the "Developer"), has obtained certain loans from the City of Cleveland; namely a Vacant Property Initiative Loan, a Casino Revenue grant and a UDAG Bridge Loan (collectively the "City Loans"). The City of Cleveland requires that companies receiving such City Loans agree to consider referrals from Employment Connection and hire qualified candidates for available positions during the term of the City Loans. Under the program, jobs associated with the Project may be created by tenants. Landlord has provided Tenant with a copy of the Work Force Development Agreement by and

between the Developer and the City of Cleveland. Tenant covenants and agrees to adhere to the terms of the Work Force Development Agreement as if Tenant were the "Company" (as defined in the Work Force Development Agreement) and will provide a job reporting form to Landlord annually or as needed.

Section 8.7 NMTC REPORTING.

Tenant acknowledges that Master Landlord has obtained New Markets Tax Credit ("NMTC") financing for the Project and, as such, Master Landlord is required to report to its NMTC lenders (and other lenders involved in the Project) information as to job creation, community impacts and other matters relative to the Project in order to satisfy NMTC reporting requirements and other loan reporting requirements. Tenant covenants and agrees to cooperate with Landlord and/or Master Landlord in the preparation of such required reports.

SECTION 9 UTILITIES

Tenant shall promptly pay for utilities rendered or furnished to the Premises from the Date of Delivery of Possession and continuing throughout the Term of this Lease, including water, electricity, sewer charges, telephone and gas. The electricity shall be metered or sub-metered to the Premises as part of Landlord's Work. Water and sewer will be metered on a floor-by-floor basis. Tenant will pay a prorated share of such water and sewer charges based upon Tenant's Premises in relation to occupied spaces on the 0-4th Floor of Phase 3 (numerator is Tenant's rentable sq. ft. and the denominator is the total of all occupied spaces on the 4th floor of Phase 3). Gas is not and will not be separately metered for the Premises. Tenant will pay Tenant's Proportionate Share of such gas usage and services provided to the Phase 3 Units.

SECTION 10 RULES AND REGULATIONS

Tenant agrees that Landlord, Master Landlord and the Association, as the case may be, have the right, at any time and from time to time, for the general welfare of the Project and the avoidance of nuisance, to impose reasonable rules and regulations governing the conduct of tenants and owners of Units in the Project, the use of the Common Areas, Units and Common Elements. Tenant, as a covenant and condition of this Lease, agrees to comply with and perform any and all such rules and regulations as may be imposed, as hereinafter provided, by Landlord, the Master Landlord or the Association from time to time. Landlord shall promptly provide copies of such rules and regulations promulgated by Landlord, Master Landlord or the Association to Tenant, and Tenant agrees to comply after receipt of such rules and regulation. Should Tenant fail to comply with such reasonable rules and regulations, and such failure continues for ten (10) business days after Tenant's receipt of notice of such compliance failure, subject to the terms of this Section 10 and as a result, the Master Landlord, as owner of the applicable Unit in Phase 3 or Landlord is assessed a penalty or other charge for such violation

caused solely by Tenant, then Tenant shall pay such penalty or other charges as Additional Rent. No rule or regulation shall discriminate against Tenant or other occupants on the basis of race, religion, national origin or sex and shall be uniformly applied and enforced in a non-discriminatory manner.

SECTION 11
ALTERATIONS, INSTALLATIONS AND REMOVAL
IMPROVEMENTS BY TENANT

(a) Tenant's Alterations. Tenant shall have no right during the term of this Lease, to make any alterations, changes and improvements to the Premises (structural and non-structural) without Landlord's prior written consent which may not be unreasonably withheld, conditioned or delayed and which consent is subject to the terms of the Master Lease, the Declaration, and each other agreement under which Landlord or Master Landlord is bound, as applicable. Should Landlord so consent (with the consents required under the Master Lease and/or Declaration, as applicable), all alterations and changes to the Premises shall be done in accordance with Legal Requirements, the Declaration and subject to Section 11(b) hereof.

(b) Tenant's Contractors. Landlord shall have the right to reasonably approve (and shall obtain the approval of the landlord under the Master Lease, if required). Tenant's general contractor and require that Tenant's general contractor and architect certify that any work to be done by either of them in the Premises will comply with all Legal Requirements. Landlord's approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall perform or cause Tenant's contractors and subcontractors to perform all work, repairs, alterations or improvements at any time following the Date of Delivery of Possession of the Premises and continuing during the Term of this Lease in a manner so as to avoid any labor dispute which causes a stoppage or impairment of work, delivery or any other services or any operations in the Project. In the event there shall be any such stoppage or impairment as the result of any such labor dispute, Tenant shall immediately undertake such action as may be necessary to eliminate such dispute, including, but not limited to (i) removing all disputants from the job site until such time as the labor dispute no longer exists, (ii) seeking an injunction in the event of a breach of contract by Tenant and Tenant's contractors or subcontractor, and (iii) filing appropriate unfair labor practice charges in the event of a union jurisdictional dispute.

(c) Tenant's Personal Property. Except as otherwise provided, all signs, furnishings, trade fixtures and other removable personal property paid for and installed in the Premises by Tenant and not constituting a part of the Premises shall remain the property of Tenant and shall be removed by Tenant upon the termination of this Lease, provided that any of such items as are affixed to the Premises and require severance shall be removed by Tenant and Tenant shall, at its sole cost and expense, repair any damage caused by such removal. Those items not removed by Tenant on or before fifteen (15) days after the termination of this Lease and vacation of the Premises by Tenant shall be deemed abandoned by Tenant and, at Landlord's election, may be treated and/or disposed of by Landlord as Landlord's property without further right or claim thereto by Tenant, except that Tenant shall be liable for any costs incurred by Landlord for such removal. Tenant's obligation to reimburse Landlord for the cost of removal of Tenant's abandoned personal property shall survive the termination or expiration of this Lease, provided

that Landlord files a claim for reimbursement within six (6) months from the expiration of the 15-day period set forth herein.

(d) Building' Rooftop and Ceilings. Tenant, its agents, employees or contractors shall not go upon the roof for any reason, including for the installation of satellite dishes, antennae or other communications equipment, without first obtaining Landlord's prior written approval, which approval is subject to approval by the Association and the owner of the units in Phase 1 of the Project pursuant to Section 10 of Article XIV of the Declaration. Tenant shall not do anything which will affect any roofing warranties, recognizing that a roofing warranty may be jeopardized by any use of the roof by Tenant, its employees, agents or contractors. Tenant shall not make or permit any installations through, to or on the roof, ceiling, walls or any portions of the Building above the Premises without first obtaining the prior written consent of the Landlord, which consent may be subject to the consent of the Association or the owner of the affected Unit(s).

(e) Mechanics' Liens. Tenant shall not do or suffer anything to be done whereby the Premises and/or the Project may be encumbered by any mechanics' liens or any other similar liens. Tenant shall, whenever and as often as any such liens are filed against the Premises and/or the Project purporting to be for labor or material furnished or to be furnished to Tenant, discharge the same of record within thirty (30) days after the date Tenant receives notice of such filing by payment, bonding or otherwise as provided by law. Tenant, upon reasonable notice and request in writing from Landlord, shall also defend Landlord, at Tenant's sole cost and expense with counsel reasonably approved by Landlord any action, suit or proceeding which may be brought on or for the enforcement of any such lien and will pay any damages and satisfy and discharge any judgments entered in such action, suit or proceeding and save harmless Landlord from any liability, claim, damages, costs and expenses, including reasonable attorneys' fees resulting therefrom. In default of Tenant procuring the discharge or providing the bonding, as aforesaid, of any such lien, Landlord may, with at least thirty (30) days prior written notice and Tenant's continued failure to discharge or provide bond, procure the discharge thereof by bonding, payment or otherwise, and all reasonable costs and expenses to which Landlord may be put in obtaining such discharge shall be paid by Tenant as Additional Rent within thirty (30) days after notice from Landlord of the amount due.

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

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

SECTION 12
REPAIRS AND MAINTENANCE

(a) Landlord. Except as otherwise provided in this Lease and Section 12(b), the Landlord will, maintain, repair, replace and keep the roof, floor slab, utility services, the heating and air conditioning system (“HVAC System”), mechanical systems, electrical systems, elevator systems, structural portions and exterior of the Premises, including the brick façade, windows, screens and doors (including the frames, sashes and jambs and hardware associated therewith) in good and tenantable condition and maintain, repair and replace and keep the Premises during the term of this Lease in good condition and in accordance with the Applicable Federal Rehab Standards. Notwithstanding the foregoing to the contrary, the roof and other structural elements of the Premises, including Common Elements, may be owned by other Unit owners. Landlord shall use best efforts to enforce any maintenance, repairs and replacement obligations by such responsible parties, e.g. the owners of other Units, the Master Tenant, the Master Landlord and/or the Association responsible for maintenance of the Premises, the Building, the Property and the Common Areas. Further, Landlord or the Association, as the case may be, shall maintain any and all Common Areas and Common Elements, as applicable, subject to reimbursement by Tenant as set forth in Section 5 of this Lease. Except as set forth herein, unless caused by the actions, omissions or negligence of Tenant or Tenant’s agents, contractors or employees, Landlord shall be required to make any other improvements, repairs or replacements of any kind with respect to the Premises and appurtenance thereto. Notwithstanding the above, Tenant shall pay to Landlord the cost of any maintenance or repairs to any portion of the Premises or the building in which the Premises are located necessitated by reason of: (i) the negligence or willful misconduct of Tenant, or Tenant’s agents, employees or contractors, (ii) the specific operations of Tenant within the Premises (and not mere occupancy), and (iii) structural and exterior work done or installed by or on behalf of Tenant. Further, and notwithstanding anything in this Lease to the contrary, Tenant shall pay to Landlord the actual but reasonable cost of all such repairs and alterations to Phase 3 of the Project which Landlord is not required to maintain which may be required as the result of repairs, alterations, other improvements or installations made by Tenant or the agent of Tenant. Tenant shall give Landlord written notice of the necessity for repairs coming to the attention of Tenant following which Landlord shall have a reasonable time to undertake and complete such repairs (not to exceed 30 days and such longer period as may be necessary given the nature of the repair) or, if such repairs are not the responsibility of Landlord, then to notify the responsible party and seek the completion of such repairs by the responsible party within said 30-day period or such longer period as may be necessary given the nature of the repair. The provisions of this Section 12(a) shall not apply in the case of damage or destruction by fire or other casualty or by condemnation, in which events the obligations of Landlord shall be governed by either Section 17 or Section 18 of this Lease.

(b) Tenant. Tenant, at Tenant’s expense, shall keep and maintain the interior nonstructural portions of the Premises in good condition and repair (excluding any replacements). Tenant, at its expense, shall make all necessary repairs and perform all necessary maintenance to the interior nonstructural portions of the Premises, including but not limited to, any installations made by Tenant, all fixtures, interior walls and ceilings serving the Premises and including repairs caused by Tenant’s illegal acts. Landlord shall give Tenant written notice of the necessity for repairs following which Tenant shall have a reasonable time to undertake and complete such repairs (not to exceed 30 days unless the nature of the repair requires a longer

time period). All items that Tenant shall replace during the Term of this Lease shall be new or like new and be of equal or better quality, specifications, type and style than the item being replaced, except as such may be subject to all Legal Requirements. Tenant shall not permit any waste, damage or injury to the Premises or the Common Elements or the Common Areas. Tenant shall further keep the Premises clean, attractive and free of rubbish, rubble, debris, insects, rodents and other pests. If Tenant fails to perform any repairs or maintenance required under this Lease promptly and completely, within 30 days of receipt of written notice from Landlord, then Landlord reserves the right to make or complete such repairs on behalf of Tenant and Tenant shall, within 30 days of receipt of Landlord's demand, reimburse Landlord for the reasonable cost thereof, including a sum equal to ten percent (10%) of such costs. Further, should Tenant damage the Common Elements or the Common Areas and fail to promptly repair such damage, and/or Landlord is assessed a charge for such damage by the Association and/or the Association makes an assessment for enforcement violations as a result of Tenant's actions, Tenant shall pay all such assessments and charges as Additional Rent.

(c) Repairs by Association. Pursuant to Section 1, Article IX of the Declaration, the Association is required to maintain and repair the Common Elements (including Limited Common Elements) and utility facilities serving more than one Unit, utility lines in the Common Elements, walkways, parking areas, and all buildings which are part of the Common Elements, including the Limited Common Elements.

SECTION 13 **WAIVER OF LIABILITY BY TENANT**

Except if caused by the acts or omissions of Landlord, its agents, employees or contractors, Landlord shall not be liable for, and Tenant waives all claims arising from damage to person or property sustained by Tenant or any person claiming through or under Tenant resulting from any accident or occurrence in or upon the Premises or any other part of the Project. The foregoing waiver shall include, but not be limited to, claims for damage resulting from (i) any equipment or appurtenances becoming out of repair, (ii) injury done or occasioned by wind, (iii) any defect in or failure of plumbing, heating or air-conditioning equipment; electric wiring; gas, water and steam pipes; or stairs, rails or walks, (iv) broken glass, (v) the backing up of any sewer pipe or downspout, (vi) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Premises, (vii) the escape of steam or hot water, (viii) water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near the Premises, and (ix) the falling of any fixture, plaster or stucco.

SECTION 14 **INDEMNIFICATION AND INSURANCE**

Tenant will defend Landlord and save Landlord, its successors, assigns, agents, members, employees, property managers, lender(s) (and lender's successors and assigns), harmless from and against any and all claims, actions, lawsuits, damages, liability and expense (including, but not limited to, reasonable attorneys' fees), to the extent arising from loss, damage or injury to persons or property occurring in, on, or about the Premises and/or the use of, and the access to the Common Areas and Amenities) as a result of the negligence or willful misconduct of Tenant,

its agents, contractors, or employees or occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, contractors, or employees including without limitation Tenant's failure to comply with Legal Requirements for repairs, maintenance, alterations and restoration of the Premises for which Tenant is responsible under this Lease, Tenant's breach of the NMTC Restrictions (defined in Section 19), Tenant's breach of the Permitted Encumbrances (described in Exhibit E), in addition to any of the other remedies available to Landlord pursuant to Section 19 of this Lease, excluding, however, any such loss, cost, expense or liability arising from any accident, injury or damage caused by the gross negligence of willful acts of omissions of Landlord, or Landlord's agents, employees or contractors.

(a) Tenant's Insurance. At all times from the Commencement Date and during the Term of this Lease, Tenant shall, at its own expense, maintain in full force and effect:

(i) public liability insurance (including, without limitation, insurance against contractual or assumed liability of Tenant under this Lease) in companies reasonably acceptable to Landlord with minimum limits of Two Million Dollars (\$2,000,000.00) on account of bodily injury to or death of one (1) person and Two Million Dollars (\$2,000,000.00) on account of bodily injury to or death of more than one (1) person as the result of any one (1) accident or disaster, One Million Dollars (\$1,000,000.00) on account of damage to property. Tenant's public liability insurance shall, in addition to the Premises, cover Tenant's use of the Common Areas and the Amenities. In addition, Tenant shall maintain adequate workers' compensation insurance covering all employees in the Premises in accordance with applicable state law. Said policy or policies shall name Landlord, Landlord's mortgagee and their successors, assigns, agents and employees as additional insureds.

(ii) special form (all-risk type) insurance covering all equipment, furniture, leasehold improvements, furnishings, contents, merchandise, inventory, trade fixtures, signs, and other personal property of Tenant (or of its assignees, subtenants, licensees, or concessionaries) at any time located within the Premises in an amount equal to one hundred percent (100%) of the replacement cost thereof;

(iii) Intentionally Deleted; and

(iv) any insurance policies designated necessary by Landlord with regard to Tenant's, or Tenant's contractors' construction of alterations, if any, including, but not limited to, contingent liability and "all risk" builders' risk insurance as described in Article XI, Section 11 of the Declaration.

Tenant shall have the right to maintain such insurance policies under blanket and/or umbrella insurance policies.

(b) Evidence of Insurance. Prior to the Commencement Date, Tenant shall deposit with Landlord certificates of the policies required by Section 14 of this Lease, and Tenant shall subsequently deposit with Landlord the replacement certificates thereof, at least ten (10) days

prior to the expiration of any existing policy. Each such insurance policy shall contain a provision that the policy cannot be canceled or amended without thirty (30) days prior notice to Landlord. All of Tenant's liability and other insurance set forth above shall be with companies licensed in Ohio and rated not less than A-VII by Best's Insurance Rating Guide.

(c) Landlord's Insurance. Landlord will provide such insurance for the building and Project as may be required under the terms of the Master Lease and the Declaration, as applicable.

(d) Waiver of Subrogation. Notwithstanding any provision of this Lease to the contrary, each of Landlord and Tenant hereby waive all right of recovery against the other party in connection with any loss or damage to the Project or the Premises (including, without limitation, improvements in and to the Premises made by either Landlord or Tenant and/or to Tenant's chattels therein) caused by any of the perils covered or required to be covered by insurance hereunder (including any election to self-insure by Tenant as to which Tenant shall be deemed to be the "insurer" and have waived all right of recovery by way of subrogation against Landlord). Each insurance policy carried by Landlord or Tenant and insuring all or any part of the Project, the Premises, including improvements, alterations and changes in and to the Premises made by either of them, shall be written in a manner to provide that the insurance company waives all right of recovery by way of subrogation against Landlord or Tenant, as the case may be, in connection with any loss or damage to the Premises, caused by any of the perils covered by "all-risk" insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; provided, however, that the foregoing waivers shall apply only to the extent of any recovery made by the parties hereto under any policy of insurance carried or required to be carried hereunder.

SECTION 15 SIGNS

Landlord will provide signage (directional and location), as part of Landlord's Work, for Tenant's Premises pursuant to the terms of Exhibit F-1 and Exhibit F-2. All signage shall be subject to sign criteria reasonably established by Landlord for the Phase 3 Units, a copy of which shall be provided to Tenant. Additionally, when monument signs are designed, Tenant shall be listed at the top position on this signage

SECTION 16 ASSIGNMENT AND SUBLETTING

(a) Tenant's Right to Transfer. Tenant may not assign this Lease in whole or in part or sublet all or any part of the Premises unless Landlord has given its prior written consent, which consent shall be not be unreasonably withheld or delayed. In no event may Tenant assign or sublet to, or permit the use of all or any portion of the Premises by (i) any party engaged in a trade or business that violates the NMTC Restrictions set forth in Exhibit D, or (ii) any party that is a "tax-exempt entity" or "tax-exempt controlled entity" (as those terms are used in Section 168(h) of the Code) pursuant to a "disqualified lease" under Section 168(h) of the Code.

(b) Waiver. Any consent by Landlord to any assignment, subletting or operation by a concessionaire, licensee, or other third party shall not constitute a waiver of the necessity for such consent under any subsequent assignment, subletting or operation by a concessionaire, licensee or other third party.

(c) Tenant's Post-Assignment Obligations. Following any permitted assignment or other transfer of this Lease by Tenant: (i) Tenant and any guarantor shall remain primarily liable for performance of all obligations of the assignee or transferee of Tenant hereunder; (ii) Tenant shall absolutely and unconditionally guarantee the performance hereunder of such assignee or transferee; and (iii) any rent which Tenant receives pursuant to any sublease of the entire Premises in excess of the Fixed Rent shall be paid by Tenant to Landlord.

(d) Notice of Intent to Transfer. If Tenant intends to assign this Lease, sublet or part with possession of all or any portion of the Premises, or to transfer this Lease in any other manner in whole or in part, or any estate or interest hereunder, then, and so often as such event shall occur, Tenant shall give prior written notice to Landlord of such intent, specifying therein the name and address of the proposed assignee, subtenant or transferee and any proposed guarantor thereof, and all terms and conditions of such assignment, sublease or transfer, and within ten (10) business days thereafter, Landlord shall notify Tenant in writing either, that it consents or does not consent in accordance with the provisions of this Section. Notwithstanding the foregoing, in no event shall Landlord be deemed to consent to any proposed assignment, subletting or use of all or any portion of the Premises by, (i) any party engaged in a trade or business that violates the NMTC Restrictions set forth in Exhibit D, or (ii) any party that is a "tax-exempt entity" or "tax-exempt controlled entity" (as those terms or used in Section 168(h) of the Code) pursuant to a "disqualified lease" under Section 168(h) of the Code.

SECTION 17 REPAIR AFTER CASUALTY

In the event of damage to or destruction to all or any part of a building, structures or fixtures constituting part of the Condominium Property, or the taking of all or any part of a building, structures or fixtures constituting a part of the Condominium Property in any condemnation or eminent domain proceeding, the Association is required under Article XII of the Declaration to restore or replace the same in accordance with any Applicable Federal Rehab Standards, unless an election is made in accordance with Section 2, Article XII of the Declaration, not to do so. If an election is made pursuant to Section 2, Article XII of the Declaration not to repair or restore such damage, destruction or taking that affects the Premises, or Tenant's use of the Common Areas or Amenities, the Condominium Property is not sold and the Phase 3 Unit(s) owner of the Premises has elected not to repair or restore such damage, destruction of taking after a partition of the Condominium Property is made, then Tenant shall have the right to terminate this Lease upon written notice to Landlord within the later of thirty (30) days of such damage, destruction or taking or thirty (30) days after Tenant's receipt of Landlord's election.

SECTION 18
CONDEMNATION

(a) Pursuant to Article XIII of the Declaration, the Association or its designated representative or authorized successor, as trustee, shall represent the Unit owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition or all or any part of the Condominium Property, and shall have the sole and exclusive right to settle the loss with the condemning authority and to receive the award or proceeds of settlement, in trust, for the use and benefit of the Unit owners and their mortgagees as their interests may appear. However, if the owner of the affected Phase 3 Unit may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damages to such Phase 3 Unit owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential loss, the Phase 3 Unit owner may, at its election, separately pursue such claim, provided that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, any other Unit owner, or the direct loss with respect to the affected Unit itself, or with regard to the usability thereof, nor diminishes any award for such loss.

(b) In the event that the Premises, the Project or any part thereof shall at any time after the execution of this Lease be taken for public or quasi-public use or condemned under eminent domain or conveyed under threat of such a taking or condemnation, Tenant shall not be entitled to claim, or have paid to Tenant any compensation or damages whatsoever for or on account of any loss, injury, damage, taking or conveyance of any right, interest or estate of Tenant and Tenant hereby relinquishes and hereby assigns to the Association and/or the owner of the affected Phase 3 Unit any rights to any such damages. Tenant, upon request of the Association or such affected Phase 3 Unit owner, will execute any and all releases, transfers or other documents as shall be required by such public or quasi-public authority to effect and give further evidence and assurances of the foregoing.

(c) Rights and Obligations Following Condemnation. In case of any taking, condemnation or conveyance referred to in this Section 18, then if and when there is an actual taking or conveyance of physical possession of any part of the Premises or any material part of the Project, then Landlord may cancel and terminate this Lease by giving notice to Tenant within ten (10) days after such an actual taking or conveyance of physical possession. If this Lease is not terminated following any of said actual takings or conveyances of any part of the Premises, then Landlord shall, at Landlord's own expense, but only to the extent of an equitable proportion of the award for the portion of the Premises taken (excluding any award of land), make such repairs to the Premises as are necessary to constitute a complete architectural and tenantable unit. In the event of a partial taking or conveyance of the Premises, a proportionate allowance shall be made in the Fixed Rent and all additional charges based on the portion of the Premises remaining as compared to the original Premises. Notwithstanding the foregoing, if there is a taking by eminent domain of less than all of the Premises or the Project or for less than all of the Lease Term, Tenant shall be permitted to terminate this Lease if the taking materially, adversely interferes with the use contemplated by this Lease or if this Lease is not terminated and if the taking does not materially, adversely interfere with the use contemplated by this Lease, Tenant

shall be entitled to an abatement of the fixed rent and all additional charges based on the portion of the Premises remaining as compared to the original Premises. Tenant shall give written notice to Landlord within ten (10) days after such an actual taking or conveyance of physical possession of its election to terminate. In the event that Tenant fails to provide such written notice to Landlord within such ten (10) day period, Tenant shall be deemed to have waived its termination right pursuant to this Section 18(c).

SECTION 19
LANDLORD'S REMEDIES UPON DEFAULT

(a) Tenant Default. The following events shall constitute a default under this Lease:

(i) Tenant shall, at any time after the Date of Delivery of Possession be in default in the payment of Fixed Rent, any Additional Rent, or other sums of money required to be paid by Tenant (a "**Monetary Default**") or in the performance of any of the other covenants, terms, conditions, provisions, rules and regulations of this Lease (a "**Non-Monetary Default**"), and Tenant shall fail to remedy such default within ten (10) days after such sums become due and payable in the event of a Monetary Default, or within thirty (30) days after receipt of written notice thereof, in the event of a Non-Monetary Default (but Tenant shall not be deemed to be in default if Tenant commences to remedy said Non-Monetary Default within said thirty (30) day period, and proceeds therewith with due diligence to complete such remedy within ninety (90) days after receipt of written notice thereof); or

(ii) Tenant shall commit waste upon the Premises or vacate the Premises; or

(iii) Tenant shall become insolvent or make an assignment for the benefit of creditors, or if any guarantor of Tenant shall become insolvent or make an assignment for the benefit of creditors, or if a receiver or trustee of Tenant's property shall be appointed, or if proceedings under the Bankruptcy Code shall be instituted by or against Tenant or any guarantor of this Lease and the same shall not be dismissed by the Court within sixty (60) days from the date of filing, or if any event shall happen which, aside from this provision, would cause any assignment or devolution of Tenant's interest or occupancy hereunder by operation of law; or

(iv) Tenant's use of the Premises in any manner that violates any of restrictions in Items 1, 2 and 3 of the Leasing Restrictions in Exhibit D (the "**NMTC Restrictions**") or Tenant's assignment or subletting to, or permitting or suffering the use of all or any portion of the Premises by, (i) any party engaged in a trade or business that violates the NMTC Restrictions set forth in Exhibit D, or (ii) any party that is a "tax-exempt entity" or "tax-exempt controlled entity" (as those terms are used in Section 168(h) of the Code) pursuant to a "disqualified lease" under Section 168(h) of the Code. Notwithstanding any other provision in this Lease to the contrary, a violation of any of the NMTC Restrictions by

Tenant or any of its subtenants or a violation of the above-described restrictions or assignment, subletting and use of the Premises, shall be a material default for which Landlord is entitled to exercise any of the remedies set forth in this Section 19 or at Landlord's option, without notice to Tenants, Landlord may exercise the following remedies: (i) require specific performance by Tenant, or (ii) terminate this Lease without notice and an opportunity to cure by Tenant for a breach of the NMTC Restrictions or the above-described restrictions on assignment, subletting and use of the Premises.

(b) In the event of a default which has not been cured within any applicable notice and cure period, Landlord, in addition to all other remedies given to Landlord in law or in equity, Landlord may, at its election, either terminate the Lease and the Tenant's right to possession of the Premises or, without terminating this Lease, endeavor to relet the Premises. Nothing herein shall be considered so as to relieve the Tenant of any obligation, including the payment of Rent, as provided in this Lease. Notwithstanding anything to the contrary in this Lease, there shall be no acceleration of Rent in the event of a Tenant default, except to the extent allowed under Ohio law.

(c) Upon any termination of this Lease, the Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to the Landlord, and hereby grants to the Landlord full and free license to enter into and upon the Premises in such event with or without process of law and to repossess the Landlord of the Premises as of the Landlord's former estate and to expel or remove the Tenant and any others who may be occupying or within the Premises and to remove any and all property therefrom, using such force as may be necessary and lawful, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing the Landlord's right to Rent or any other right given to the Landlord hereunder or by operation of law.

(d) If the Landlord elects, without terminating the Lease, to endeavor to relet the Premises, the Landlord may, at the Landlord's option, enter into the Premises, remove the Tenant's signs and other evidence of tenancy, and take and hold possession thereof as in paragraph (b) of this Section 19 provided, without such entry and possession terminating the Lease or releasing the Tenant, in whole or in part, from the Tenant's obligation to pay the Rent hereunder for the full Term as hereinafter provided. Upon and after entry into possession without terminating of the Lease, the Landlord may relet the Premises or any part thereof for the account of the Tenant to any person, firm or corporation other than the Tenant for such Rent, for such time and upon such terms as the Landlord shall determine, to be reasonable. In any such case, the Landlord may make repairs in or to the Premises, to the extent deemed by the Landlord necessary or desirable, and the Tenant shall, within 30 days of receipt of Landlord's demand, pay the reasonable cost thereof, together with the Landlord's expense of the reletting. To the extent required by applicable law, Landlord shall mitigate its damages. If the consideration collected by the Landlord upon any such reletting for the Tenant's account is not sufficient to pay monthly the full amount of the Rent reserved in this Lease, together with the cost of repairs and the Landlord's reasonable expenses, then Tenant shall pay to the Landlord the amount of each monthly deficiency within 30 days of receipt of Landlord's demand; and if the consideration so collected from any such reletting is more than sufficient to pay the full amount of the Rent

reserved herein, together with the reasonable costs and expenses of the Landlord, then the Landlord, at the end of the stated Term of this Lease, shall account to the Tenant.

(e) If the Landlord elects to terminate this Lease in any of the contingencies specified in this Section 19, it being understood that the Landlord may elect to terminate the Lease after and notwithstanding its election to terminate the Tenant's right to possession as in this Section 19 provided, the Landlord shall forthwith upon such termination be entitled to recover as damages, and not as a penalty, an amount equal to the then present value of the Rent and Additional Rent provided in this Lease for the residue of the stated Term hereof, less than the present rental value of the Premises for the residue of the stated Term.

(f) Any and all property which may be removed from the Premises by the Landlord pursuant to the authority of the Lease or of law, to which the Tenant is or may be entitled, may be handled, removed or stored by the Landlord at the risk, cost and expense of the Tenant and the Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. The Tenant shall pay to the Landlord, within 30 days of receipt of Landlord's demand, any and all reasonable expenses incurred in such removal and all storage charges (not to exceed 30 days) against such property so long as the same shall be in the Landlord's possession or under the Landlord's control. Any such property of the Tenant not removed from the Premises or retaken from storage by the Tenant within thirty (30) days after the end of the Term or of the Tenant's right to possession of the Premises, however terminated, shall be conclusively deemed to have been forever abandoned by the Tenant and either may be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit.

(g) The Tenant agrees that if it shall at any time fail to make any payment or perform any other act on its part to be made or performed under this Lease, the Landlord, after the expiration of any applicable notice and cure period, may, but shall not be obligated to, and after reasonable notice or demand (and Tenant's continued failure to make payment or perform) and without waiving, or releasing the Tenant from any obligation under this Lease, make such payment or perform such other act to the extent the Landlord may reasonably deem desirable, and in connection therewith to pay expenses and employ counsel. The Tenant agrees to pay reasonable attorneys' fees if legal action is required and Landlord is successful in any action to enforce performance by Tenant of any condition, obligation or requirement hereunder. All sums so paid by the Landlord and all expenses in connection therewith, together with interest thereon at the rate of ten percent (10%) per annum from the date of payment, shall be deemed additional Rent hereunder and payable at the time of any installment of Rent thereafter becoming due and the Landlord shall have the same rights and remedies for the non-payment thereof, or of any other additional Rent, as in the case of default of payment of Rent.

(h) Waiver of Jury Trial. THE PARTIES HERETO SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE ARISING OUT OF THE PREMISES OR THE PROJECT.

(i) Rights Cumulative. 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.

SECTION 20

LIABILITY OF LANDLORD

(a) Limitation of Liability. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such failure, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of Landlord in Phase 3 of the Project as the same may then be encumbered and neither Landlord nor, any member, manager, or partner of Landlord (nor any of the direct or indirect constituent owners thereof or any of their respective owners, members, managers, partners, shareholders, employees, directors, officers or agents) if Landlord be a partnership, any of the partners comprising such partnership, shall be liable for any deficiency. It is understood that in no event shall Tenant have any right to levy execution against any property of Landlord other than its interest in the Project.

(b) Notice of Default. Notwithstanding anything contained herein to the contrary, Landlord shall not be deemed to be in default of any of its obligations hereunder until Tenant shall have given Landlord written notice thereof, and Landlord shall have failed to perform such obligations within thirty (30) days after receipt thereof or such longer period of time as may be reasonable.

SECTION 21

RIGHTS OF LANDLORD

(a) Landlord's Rights. Landlord and Landlord's agents, including representatives or agents of the Master Landlord or Association, shall have the right to (i) show the Premises to prospective purchasers, mortgagees and lessees; (ii) go upon and inspect the Premises and every part thereof with respect to Tenant's obligations under this Lease and for any other commercially reasonable reason, including verifying Master Landlord's and Landlord's compliance with or satisfaction of completion of the Project according to Applicable Federal Rehab Standards and for emergency purposes; (iii) at Landlord's option to cure Tenant's defaults and/or make emergency repairs or other repairs which are the obligation of Tenant hereunder, but only to the extent permitted pursuant to the terms of this Lease; and (iv) to complete the rehabilitation of the Phase 3 Units as may be required in order to obtain historic rehabilitation tax credits for the Project and to construct other portions of the Project and to make repairs, alterations and additions to the Premises or the Project; and Landlord shall not be liable (unless due to the negligence or willful misconduct of Landlord, its agents, employees or contractors) to Tenant in connection with the exercise of Landlord's rights, pursuant to this Section 21, to the extent Landlord exercises its rights in accordance with the terms of this Lease. During the period commencing six (6) months prior to the expiration of the Lease Term, Landlord may place "For Lease", "For Rent" or other similar signs of reasonable size in the window or upon the exterior of the Premises, which signs shall not be removed, hidden or obliterated by Tenant. Landlord and Landlord's agents, including representatives or agents of Master Landlord or Association,

shall not exercise its rights under this subsection (a) unless it has first given Tenant at least 48 hours prior written notice of such entrance and such entrance shall be done in a manner that minimizes any disruption to, or interference with, Tenant's use or occupancy of the Premises.

(b) Reimbursement of Payments Made on Behalf of Tenant. If Landlord shall make any payments on behalf of Tenant which are Tenant's obligation in order to fulfill Tenant's obligations hereunder and Landlord has complied with the notice provisions required under this Lease, then any reasonable amounts so paid by Landlord are agreed and declared to be "Additional Rent", due and payable to Landlord from Tenant upon submission to Tenant of an invoice, bill or statement therefor.

Section 22

SUBORDINATION TO MORTGAGES

(d) **Subordination of Lease.** This Lease shall be subject and subordinate to the lien of any mortgage or deed of trust and any refinancings, replacements, renewals, modifications, extensions or consolidations thereof (each, a "Mortgage") now or hereafter placed upon the Premises, and each Mortgage shall have preference and precedence and be superior to and prior in right and lien to this Lease, regardless of the date of recording of such Mortgage. This provision shall be self-operative and no further instrument shall be required to effect such subordination; however, Tenant shall execute any instruments to confirm such subordination which the Master Landlord, any mortgagee of Master Landlord, or Landlord may request within five (5) business days of receipt of Master Landlord's, such mortgagee's, or Landlord's request therefor.

(b) **Attornment.** If this Lease is not extinguished by any foreclosure, by deed or other assignment in lieu of foreclosure, or by any other transfer of Master Landlord's interest in the Premises, and if the Master Lease is terminated or assigned and this Lease is not extinguished thereby, then, at the request of any transferee of, or successor to, Landlord (each, a "Successor Landlord"), Tenant shall attorn to such Successor Landlord and shall recognize such Successor Landlord as the landlord under this Lease. The foregoing attornment provisions shall be self-operative and no further instruments shall be required to effect such attornment; however, within five (5) days after the request of such Successor Landlord, Tenant shall execute, acknowledge and deliver a document submitted to Tenant by a Successor Landlord confirming such attornment. Tenant agrees that upon any such attornment, such Successor Landlord shall not be liable for, subject to, or bound by (a) any payment of the Fixed Rent or Additional Rent more than one (1) month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease, but only to the extent such prepayments have been actually delivered to such Successor Landlord, (b) any amendment of this Lease made without the consent of the holder of each Mortgage existing as of the date of such amendment, (c) damages for any breach, act or omission of any prior landlord, including Landlord, (d) any offsets or defenses which Tenant might have against any prior landlord, including Landlord, (e) any obligations with respect to construction or completion of any improvements for Tenant's use and occupancy, or following any fire or casualty, the restoration or repair of any improvement upon the Premises, (f) warranties of any nature whatsoever, including any warranties respecting

use, compliance with zoning, hazardous wastes or environmental laws, title, authority, habitability, fitness for purpose or possession; or (g) any assignment or subletting by Tenant made in a manner not expressly permitted under this Lease, unless such assignment or sublease was made with the consent of the holder of each Mortgage existing as of the date of such assignment or sublease.

(c) Subordination of Mortgage. Any mortgagee of all or any part of the Project may at any time elect to have this Lease have priority over its Mortgage, by executing unilaterally an instrument subordinating its Mortgage to this Lease, or placing a clause of such subordination in its Mortgage and recording the same or in any pleadings filed by such mortgagee, in which events this Lease shall have priority over said Mortgage.

(d) Modification of Terms. If any mortgagee shall require any modifications of this Lease in connection with any financing of the Project by Master Landlord or Landlord, Tenant shall execute any and all documents required to modify this Lease, provided that any such modification shall not materially increase Tenant's Fixed Rent for the Initial Term, or materially increase Tenant's obligations under this Lease or materially diminish Tenant's rights under this Lease, and the form of such amendment or modification to the Lease shall be reasonably acceptable to Tenant.

SECTION 23

NO WAIVER BY LANDLORD

No waiver of any of the terms, covenants, provisions, conditions, rules and regulations imposed or required by this Lease, and no waiver of any legal or equitable relief or remedy shall be implied by the failure of Landlord 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 Landlord. No waiver by Landlord or forgiveness of performance by Landlord in respect to one or more tenants of the Project shall constitute a waiver or forgiveness of performance in favor of Tenant herein, or any other tenant. No waiver of any pledge of this Lease or the forgiveness of performance of any one or more of the terms, provisions, covenants, conditions, rules, and regulations of this Lease shall be claimed or pleaded by Tenant to excuse a subsequent pledge or failure of performance of any of the terms, provisions, conditions, covenants, rules and regulations of this Lease.

SECTION 24

VACATION OF PREMISES

Tenant shall deliver up and surrender to Landlord possession of the Premises (including all of Tenant's permanent work upon and to the Premises, all replacements thereof, and all fixtures, other than trade fixtures, permanently attached to the Premises during the Term hereof) upon the expiration of this Lease or its termination in any way in as good condition and repair as the same shall be on the Date of Delivery of Possession, subject to Department of Interior Standards (loss by fire or other casualty which is covered or required to be covered under the terms and conditions of the Lease, eminent domain, and ordinary wear and tear, and Landlord's obligations only excepted) and deliver the keys at the office of Landlord or Landlord's agent.

SECTION 25
SECURITY DEPOSIT

Intentionally deleted.

SECTION 26
HAZARDOUS WASTES AND SUBSTANCES

(c) As used in this Lease, the term “**Hazardous Material**” means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances, defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “infectious wastes”, “hazardous materials” or “toxic substances” now or subsequently regulated under any federal, state or local laws, regulations or ordinances including, without limitation, oil, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, PCBs and similar compounds, and including different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

(d) Except for cleaning solvents and other de minimis amounts of Hazardous Materials used in conjunction with the operation of Tenant’s business upon the Premises in accordance with all Legal Requirements, Tenant shall not cause or permit any subtenant or assignee of Tenant, as the case may be, to cause any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on, in, under or about the Premises, the building or the Project by Tenant or its employees, guests, customers, clients, invitees, agents, sublessees or assignees, without the express written consent of Landlord which consent may be subject to the consent of the landlord under the Master Lease. Tenant covenants and agrees to properly dispose of any Hazardous Materials in conformity with all applicable laws. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including, without limitation, punitive damages), expenses (including, without limitation, reasonable attorneys’, consultants’ and experts’ fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from a breach of this prohibition by Tenant, its agents or subleases or assignees, regardless of whether the Landlord has expressly consented to certain Hazardous Materials being generated, produced, used, stored, brought upon, treated or disposed of on, in, under or about the Premises.

(e) If Hazardous Materials are discovered upon, in, or under the Premises, including but not limited to any Hazardous Materials for which Landlord has given its written consent, which Hazardous Materials were placed solely by Tenant, its agents, sublessees or assignees at the building or the Project, and the applicable legal authority requires the removal of such Hazardous Materials, Tenant shall remove such Hazardous Materials to the extent the existence of the same were caused by Tenant or by any subtenant or assignee of Tenant, as the case may

be, or Tenant's employees, guests, customers, clients, invitees, agents, affiliates, sublessees or assignees.

(f) The respective rights and obligations of Landlord and Tenant under this Section 26 shall survive the expiration or termination of this Lease.

(g) Notwithstanding anything to the contrary, Landlord, at its sole cost and expense without reimbursement from Tenant, shall be responsible for compliance with all Ohio Environmental Protection Agency and any Asbestos Operation and Maintenance as set forth in Article 18, Section 2(c) of the Declaration.

SECTION 27 **NOTICES**

Any notices, requests, or consents required to be given by or on behalf of Landlord or Tenant shall be in writing and shall be given (i) personally by hand delivery, (ii) by mailing such notices, requests, or consents by registered or certified United States Mail, return receipt requested, postage prepaid, or (iii) by delivery by any nationally recognized receipted overnight courier, addressed to the respective parties as set forth below or at such other address as may be specified from time to time, in writing, delivered to the other party as herein provided. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof on the date of delivery, if sent by personal delivery, or as of one (1) business day following the date of delivery to a nationally recognized overnight delivery service with evidence of delivery, or on the third (3rd) calendar day after deposit in the U.S. Mail.

To Landlord: **SAINT LUKE'S PHASE III MASTER
TENANT LLC**
an Ohio limited liability company
c/o Neighborhood Progress Inc.
1956 West 25th Street, Suite 200
Cleveland, Ohio 44113
Attention: Linda Warren
Telephone No.: 216-830-2770

with a copy to: **ULMER & BERNE LLP**
1660 West 2nd Street, Suite 1100
Cleveland, Ohio 44113
Attn: Bill Gagliano

**ESIC NEW MARKETS PARTNERS LV
LIMITED PARTNERSHIP**

c/o Enterprise Community Investment, Inc.
11000 Broken Land Parkway
Columbia, Maryland 21044
Attention: General counsel

and a copy to:

CHASE COMMUNITY EQUITY, LLC

c/o JPMorgan Chase Bank, N. A.
10 Dearborn, 19th Floor
Mail Code: IL 1-0953
Chicago, Illinois 60603-5506
Attention: NMTC Asset Manager

To Tenant:

If prior to possession
of the Premises:

**THE INTERGENERATIONAL
SCHOOL** 12200 Fairhill Road,
Cleveland, Ohio 44120
Attn: Brooke King, Executive Director

If after possession
of the Premises:

**THE INTERGENERATIONAL
SCHOOL**

11327 Shaker Blvd./Suite 200E
Cleveland, OH 44104
Attention: Brooke King, Executive Director

With a copy to:

BUCKLEY KING LPA
600 Superior Avenue East, Suite 1400
Cleveland, OH 44114
ATTN: Edward C. Coaxum

and a copy to:

BREAKTHROUGH CHARTER SCHOOLS

10118 Hampden Avenue
Cleveland, OH 44108
ATTN: Chief Operating Officer

SECTION 28
MASTER LANDLORD AND MASTER LEASE

Landlord anticipates that Saint Luke's Phase III LLC, an Ohio limited liability company, will be the fee owner of the Condominium Property, and as "Master Landlord", will enter into a master lease agreement (the "Master Lease"), a form of which has been provided to Tenant, for all of the Phase 3 Units with Landlord, which will be the "Master Tenant" of all of the Phase 3 Units. Therefore, this Lease is contingent upon the following: (i) Master Landlord obtaining the fee interest in the Condominium Property, and (ii) the Master Landlord and Master Tenant entering into the Master Lease. If the contingencies in the preceding sentence are not satisfied by _____, 20____, then Landlord, on or before _____, 20____, may terminate this Lease by delivering written notice to Tenant and, upon such termination, this Lease shall be null and void and of no further force or effect.

Tenant acknowledges and agrees that following the satisfaction of the contingencies described in the preceding paragraph, (a) this Lease will be subordinate and subject to the Master Lease, and (b) notwithstanding the use of the terms "Lease", "Landlord" and "Tenant" in this Lease, this Lease shall be a sublease, and Tenant shall have a subleasehold interest in the Premises. The Tenant acknowledges and agrees that all terms, covenants, and provisions of this Lease and all rights, remedies, and options of Tenant under this Lease are and shall at all times remain fully subject and subordinate in all respects to the Master Lease, and that Tenant shall have no greater rights under this Lease than Landlord shall have as tenant under the Master Lease. Tenant further acknowledges and agrees that should the Master Lease terminate, then this Lease may terminate unless Tenant enters into a direct lease with the landlord under the Master Lease. In that event, Tenant, only at the option and request of a landlord under the Master Lease (except as such landlord has agreed otherwise in writing), shall attorn to such landlord and recognize the landlord as Tenant's direct landlord under this Lease. Tenant shall execute and deliver, at any time and from time to time, upon the request of landlord, or any mortgagee, any instrument necessary or appropriate to evidence such attornment.

SECTION 29
MISCELLANEOUS

SECTION 29.1 FORCE MAJEURE

In the event that either party hereto shall be delayed, hindered in, or prevented from performing any act required hereunder by reason of strikes, 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, then performance of such act shall be excused for the period of the delay and the period allowed for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding anything contained herein to the contrary, Tenant shall not be excused from the payment of rent or other sums of money which may become due under the terms of this Lease.

SECTION 29.2 APPLICABLE LAW AND CONSTRUCTION

The laws of the State of Ohio shall govern the validity, performance, interpretation and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and becomes effective only upon execution and delivery thereof by Landlord and Tenant. All negotiations, considerations, representations and understandings between the parties are incorporated herein. This Lease may be modified or altered only by agreement in writing between the parties. This Lease has been negotiated by Landlord and Tenant and the Lease, together with all of the terms and provisions hereof, shall not be deemed to have been prepared by either Landlord or Tenant, but by both equally.

SECTION 29.3 RENT DEMAND

Every demand for rent wherever and whenever made shall have the same effect as if made at the time it falls due and at the place of payment. After the service of any notice or commencement of any suit, or final judgment therein, Landlord may receive and collect any rent due and such collection or receipt shall neither operate as a waiver nor affect such notice, suit or judgment.

SECTION 29.4 MEMORANDUM OF LEASE/SUPPLEMENT TO LEASE

This Lease shall not be recorded, but either party may record a Memorandum of Lease in the statutory form. The party requesting that the Memorandum of Lease be recorded shall prepare and pay all costs thereof, and the other party agrees to execute the same at any and all times. The parties shall promptly, upon request of Landlord, enter into a Supplement to Lease or amendment to Lease prepared by Landlord stipulating the Rent Commencement Date, the expiration of the Initial Term and any other matters or exhibits as the parties have agreed to.

SECTION 29.5 QUIET ENJOYMENT

Landlord hereby covenants and agrees that if Tenant shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times and

during the continuance hereof have peaceable and quiet enjoyment and possession of the Premises without any manner of let or hindrance from Landlord or any person or persons claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease, the mortgages and other matters to which this Lease will be subordinate as contemplated by this Lease and matters of record. Tenant acknowledges and agrees that Phase 3 of the Project is being completed in phases and, as such, construction in other tenant spaces may take place from time to time that may result in occasional noise. Tenant agrees that such construction activities will not be deemed to be a breach of Tenant's right of quiet enjoyment.

SECTION 29.6 HOLDING OVER

If Tenant remains in possession of the Premises after the expiration of the tenancy created hereunder and without the execution of a new lease, in no event shall such holdover be deemed a renewal of this Lease, and Tenant shall be deemed to be occupying the Premises as a month-to-month tenant subject to all of the rents and provisions of this Lease in effect on the day before the expiration of the tenancy, except those relating to term and except that the Fixed Rent shall be one hundred fifty percent (150%) of the amount payable during the last month of the Lease Term without prejudice to any damages or rights Landlord may have against Tenant for Tenant's failure to vacate the Premises on the date required hereunder. Said tenancy may be terminated by Landlord or Tenant by giving at least thirty (30) days prior written notice to the other, in which event this Lease shall terminate on the date set forth in such notice. Neither Landlord nor Tenant shall be required to give notice with respect to vacation of the Premises at the end of the Lease Term or upon the earlier termination of this Lease.

SECTION 29.7 BROKER

Landlord and Tenant represent and warrant that, they have not dealt with any real estate broker in connection with this Lease except for Newmark Grubb Knight Frank. Landlord will arrange for payment of the broker commission due Newmark Grubb Knight Frank by the responsible party therefor pursuant to the terms of a separate agreement between Landlord and Newmark Grubb Knight Frank. Landlord agrees to indemnify and hold Tenant harmless from any liability or obligation due Newmark Grubb Knight Frank pursuant to this lease transaction. Tenant agrees to indemnify Landlord and hold Landlord harmless from all liabilities that may arise from any claim resulting from Tenant having dealt with any broker in connection with this Lease.

SECTION 29.8 CAPTIONS

Any paragraph titles or captions contained in this Lease are for convenience only and shall not be deemed part of the context of this Lease.

SECTION 29.9 VARIATION IN PRONOUNS

All the terms and words used in this Lease, 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 Lease 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.

SECTION 29.10 ESTOPPELS

Tenant will cooperate with Master Landlord so that Master Landlord will be able to sell, transfer or lease the Project or to procure mortgage financing for the Project. Within seven (7) days after request by Master Landlord or Landlord, Tenant agrees to execute and deliver to Master Landlord estoppel letters as may be reasonably required by Master Landlord or Landlord or by any proposed purchaser or mortgagee or investor in of the Project which are in a form reasonably acceptable to Tenant, setting forth the terms and conditions of the Lease. The estoppel letters shall certify (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and identifying the modifications); (b) the date upon which the Tenant began paying Fixed Rent and the dates to which the Fixed Rent has been paid; (c) that Landlord is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; (d) that (if applicable) the Premises has been completed in accordance with the terms hereof and the Tenant is in occupancy and paying Fixed Rent on a current basis with no Fixed Rent offsets or claims; (e) that there has been no prepayment of Fixed Rent other than that provided for in this Lease; (f) that there are no actions, whether voluntary or otherwise, pending against the Tenant under the bankruptcy laws of the United States or any state thereof; and (g) such other matters as may reasonably be required by Landlord or the holder of any Mortgage. Within seven (7) days after Tenant's request, Landlord shall execute and deliver to Tenant or, as directed by Tenant, an estoppel certificate in a form reasonably acceptable to Landlord, certifying as to the terms and status of payments and other matters relating to the Lease which may reasonably be requested by Tenant.

SECTION 29.11 MORTGAGEE'S RIGHT TO CURE LANDLORD'S DEFAULT

Tenant agrees to deliver to any mortgagees of the Property or any leasehold interest therein a copy of any notice of default served upon Landlord, provided that prior thereto Tenant has been notified, in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of the address of such mortgagees and/or trust deed holders. Anything contained herein to the contrary notwithstanding, Tenant agrees that if Landlord shall fail to cure the default recited in such notice of default within the time provided for herein, then such mortgagees and/or trust deed holders shall have an additional thirty (30) days within which to cure such default; provided, however, that if such default cannot be cured within said thirty (30) days, then such mortgagees and/or trust deed holders shall have such additional time as may be necessary to cure such default, if within said thirty (30) days such mortgagee and/or trust deed holder have commenced and are diligently pursuing the cure of such default (including, but not limited to, commencement of foreclosure proceedings if necessary to effect such cure). This Lease shall not be terminated by Tenant while such remedies and cures are being so pursued.

SECTION 29.12 NO OPTION - EFFECTIVE DATE

The submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective as a lease only upon mutual execution of this Lease by Landlord and Tenant and delivery thereof to Tenant by Landlord. Upon mutual execution and delivery of this Lease, all of the terms, covenants and conditions of this Lease shall commence and take effect, except as otherwise provided.

SECTION 29.13 AUTHORITY TO SIGN LEASE

If Tenant is a corporation, limited liability company or a partnership (general or limited), each person(s) signing this Lease as an officer, member, manager, or partner of Tenant represents to Landlord that such person(s) is authorized to execute this Lease without the necessity of obtaining any other signature, that the execution of this Lease has been properly authorized, that Tenant is duly organized and existing in good standing under the laws of the state designated as the State of Tenant's incorporation, that Tenant is duly authorized to conduct business in the State in which the Project is located, and that this Lease is fully binding on Tenant.

If Landlord is a corporation, limited liability company or a partnership (general or limited), each person(s) signing this Lease as an officer, member, manager, or partner of Landlord represents to Tenant that such person(s) is authorized to execute this Lease without the necessity of obtaining any other signature, that the execution of this Lease has been properly authorized, that Landlord is duly organized and existing in good standing under the laws of the state designated as the State of Landlord's incorporation, that Landlord is duly authorized to conduct business in the State in which the Project is located, and that this Lease is fully binding on Landlord.

SECTION 29.14 PERFORMANCE OF LANDLORD'S OBLIGATIONS

Notwithstanding anything to the contrary contained in this Lease, Tenant acknowledges that, with respect to various obligations to be performed by Landlord under this Lease, such obligations may be the obligation of other tenants or occupants of the Project, other Unit owners, or the Association or other agreement with such tenants or occupants or the Declaration (e.g., maintaining insurance for or self-insuring or assuming responsibility for an event of casualty to other buildings within the Project, performing common area maintenance for portions of the Common Areas, razing or restoring any building in the event of casualty, payment of taxes for other portions of the Project, etc.), and therefor with respect to any obligation of Landlord to perform any and all such obligations which may be the obligation of another responsible party, Landlord shall not be obligated to perform such obligation, but shall use best efforts to enforce the Master Lease, or other agreement(s) with such responsible party or parties to cause such obligation(s) to be performed to the extent required under the terms of this Lease.

SECTION 29.15 CERTIFICATION

Tenant hereby represents, covenants and warrants to Landlord that: (i) Tenant (which, for the purpose of this certification, includes its partners, members, principal shareholders, except for those who are members of the public who hold Tenant's stock), to the best of its knowledge, is not in violation of any laws, executive orders or regulations relating to terrorism or money laundering, including Executive Order No. 13224 – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001 (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT ACT) of 2001 (Public Law 107 56) (the "USA Patriot Act"), enacted October 26, 2001, as amended, and Tenant has not been designated as a "Specially Designated National and Blocked Person" or other banned or blocked person, entity, nation, or transaction pursuant to the Executive Order, the Patriot Act or any other law, order, rule, or regulation; (ii) Tenant is currently in compliance with and will at all times during the Lease Term (including any extension thereof) remain in compliance with the Executive Order, the USA Patriot Act and regulations of the Office of Foreign Assets Control of the United States Department of the Treasury, and any statute, executive order and other governmental action relating thereto; and (iii) Tenant is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

SECTION 29.16 FURTHER ASSURANCES

Upon written request by Landlord, Tenant shall execute any and all such agreements, instruments, and/or documents reasonably necessary to evidence and/or consummate the transactions contemplated by this Lease.

SECTION 29.17 ATTORNEYS' FEES

If either Landlord or Tenant institutes any action or proceeding or asserts any claim or counterclaim against the other relating to the provisions of this Lease or any default hereunder, the unsuccessful party in such action or proceeding or any appeal of such action or proceeding, agrees to reimburse the successful party for the reasonable expense of attorneys' fees, costs, expenses and disbursements incurred by the successful party before, during and after trial and on appeal.

SECTION 29.18 ACCORD AND SATISFACTION

Except as otherwise provided under this Lease or in law or equity, no payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated will 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 of Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided for in this Lease or available at law or in equity.

SECTION 29.19 SURVIVAL

All obligations of Tenant under this Lease shall survive the expiration or earlier termination of this Lease.

SECTION 29.20 CONSENTS

If this Lease provides that the exercise of any right by Tenant or the performance of any obligation of Tenant shall be subject to the consent or approval of Landlord and that the consent or approval of Landlord shall not be unreasonably withheld, then in any case in which Landlord shall withhold its consent or approval and if Tenant claims that the withholding of consent was unreasonable, Tenant's sole remedy shall be to seek a declaratory judgment, or other judicial determination thereof, and in the event that a judicial determination shall be made that the withholding of consent or approval by Landlord was unreasonable, then the decision shall annul such withholding of consent or approval, such annulment being the sole remedy of Tenant, it being the intention of the parties hereto (as to which they are conclusively bound) that in no event shall any such withholding of consent or approval by Landlord, or any judicial decision with respect thereto (a) impose any financial liability upon or result in any damages being recoverable from Landlord and/or (b) create any other remedy enforceable in favor of Tenant and against Landlord in law or equity or otherwise.

SECTION 29.21 DECLARATION

Tenant acknowledges and agrees that all terms, covenants, and provisions of this Lease and all rights, remedies, and options of Tenant under this Lease are and shall at all times remain fully subject and subordinate in all respects to the Declaration. By its execution of the Lease, Tenant acknowledges receipt of a copy of the Declaration and agrees to be bound by the terms thereof as applicable to the Premises. Tenant further acknowledges and agrees that in the event of any conflict between the terms of this Lease and the Declaration as applicable to the Premises, the terms of the Declaration shall control. Tenant further acknowledges and agrees that should Tenant's actions or inactions, as the case may be, in the operation, use or maintenance of its Premises result in an assessment for the enforcement of violations under the Declaration that are assessed to the Landlord or the Master Landlord, Tenant shall be liable for such assessments which shall be charged to Tenant as Additional Rent.

[the rest of this page intentionally left blank]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be signed, in triplicate, as of the date and year first above written.

LANDLORD:

**SAINT LUKE'S PHASE III MASTER
TENANT LLC**

an Ohio limited liability company

By: New Village Corporation

Its: Manager

By: 

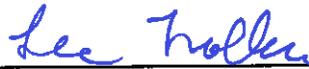
Linda Warren

Its: President

TENANT:

THE INTERGENERATIONAL SCHOOL

an Ohio non-profit corporation

By: 

Lee Trotter

Its: Chairman of the Board

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **Saint Luke's Phase III Master Tenant LLC**, by New Village Corporation, its Member, by Linda Warren, its President, who acknowledged that she executed the foregoing instrument and that the same is her free act and deed for and on behalf of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 31 day of July, 2013.

Eric M. Webber
NOTARY PUBLIC
My Commission Expires
5/19/2016

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 Intergenerational School**, by Lee Trotter, its Chairman of the Board, who acknowledged that he executed the foregoing instrument and that the same is his/her/their free act and deed for and on behalf of said not for profit corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 31st day of July, 2013.



LISA ARLYN LOWE
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

Lisa Arlyn Lowe
Notary Public
My Commission Expires:

EXHIBIT A

DESCRIPTION OF PREMISES

<u>Unit #</u>	<u>Description of Leased Area within Unit</u>	<u>Leased Area</u>
200E	Space on the 0-4th floor as shown on the Site Plan.	41,119.5 rentable sq. ft.

EXHIBIT B

LEGAL DESCRIPTION

Real property in the City of Cleveland, County of Cuyahoga, State of Ohio, described as follows:

Parcel 1- Fee

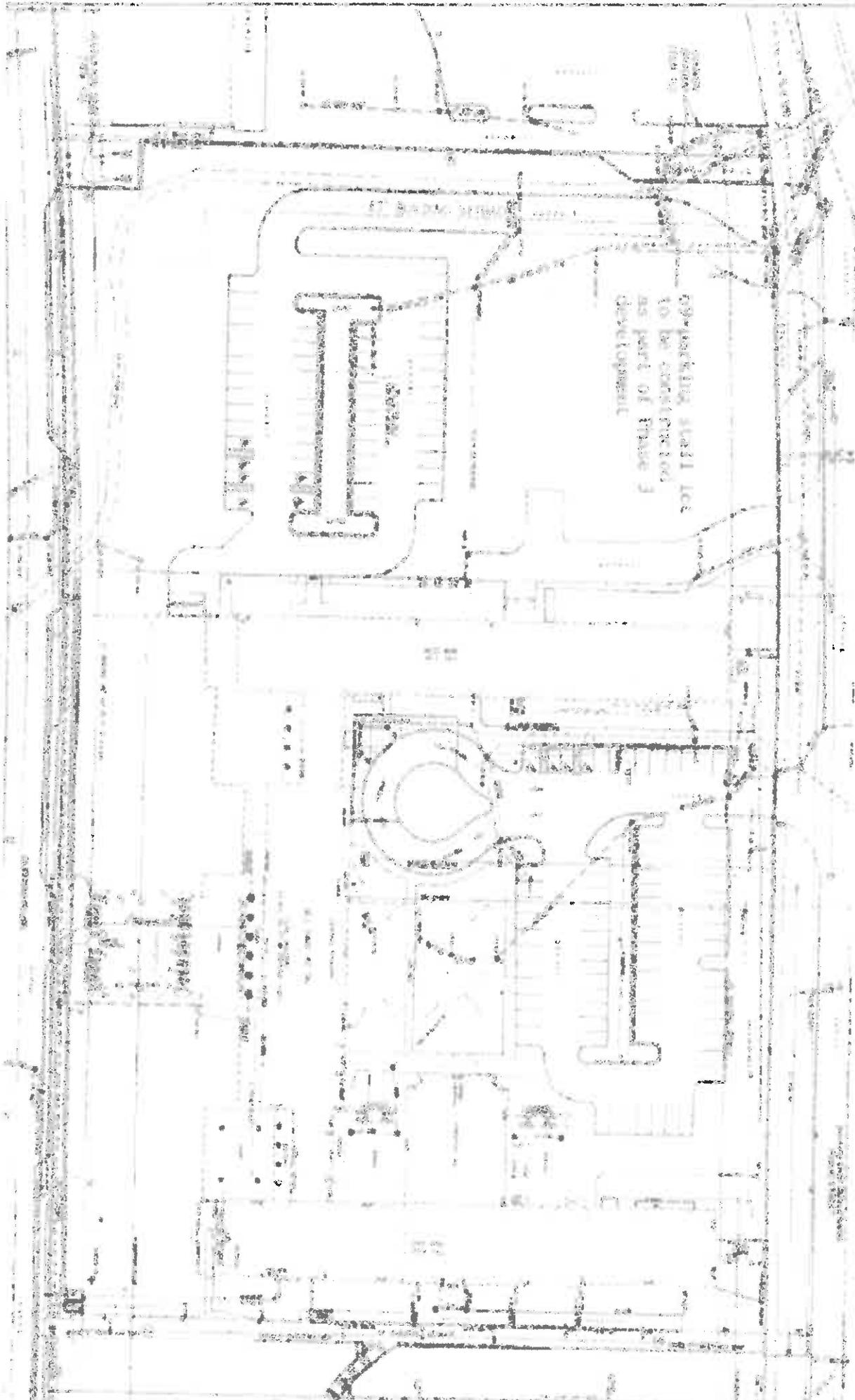
Situated in the City of Cleveland, County of Cuyahoga, State of Ohio, and known as being Unit Nos. 3-C, 3-1, 3-2, 3-3, 3-4, 3-5, 3-6 and 3-7 of Saint Luke's Manor Condominium, the Declaration and By-Laws of said Condominium being recorded as Cuyahoga County Recorder's Document No. 201102080353, as amended by Cuyahoga County Recorder's Document No. 201112090409, as amended by Second Amendment to Declaration and By-Laws of said Condominium being recorded as Cuyahoga County Fiscal Officer's No. _____, and the Drawings of said Condominium being recorded in Volume 165 of Condominium Maps, Pages 43 to 55, as amended by Drawings recorded in Volume 166 of Condominium Maps, Pages 4 to 6, together with an undivided percentage interest in the Common Elements pertaining thereto as set forth in the Declaration.

Parcel 2- Easement

TOGETHER WITH non-exclusive easement rights appurtenant to the property herein above described created pursuant to Article XIV of the Declaration and By-Laws of said Condominium being recorded as Cuyahoga County Recorder's Document No. 201102080353, as amended by Sections 14, 15, 16 and 17 of the First Amendment to Declaration and By-Laws Creating and Establishing a Plan for Condominium Ownership recorded as Cuyahoga County Recorder's Document No. 201112090409, as amended by Second Amendment to Declaration and By-Laws of said Condominium being recorded as Cuyahoga County Fiscal Officer's No. _____.

EXHIBIT C
INITIAL SITE PLAN

(See attached)



Off-parking staff lot
to be constructed
as part of Phase 3
development

ST. B. & D. ROAD

ST. B. & D. ROAD

EXHIBIT D

LEASING RESTRICTIONS AND PROHIBITED USES

The Premises and any portion thereof shall not be used for and no leases shall include any trade or business consisting of:

1. Any trade or business consisting predominantly of the development or holding of intangibles for sale or license.
2. The operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, or the rental to others of real property that is residential rental property, as defined in Section 168(e)(2)(A) of the Internal Revenue Code of 1986, as amended (the "Code").
3. Any trade or business of which the principal activity is farming.
4. No illegal, noxious or offensive activity; nor any use that could result in the cancellation of the Association's insurance; nor any use that could result in an increase in the cost of insurance above that which would otherwise be available for normal uses conducted within a Unit unless the owner of such Unit responsible for the increase reimburses the Association and any other Unit owner who experiences such increase.
5. An adult bookstore or adult entertainment.
6. Any use which violates the terms of the Declaration or the laws, regulations or other instruments referred to in the Declaration.

EXHIBIT E

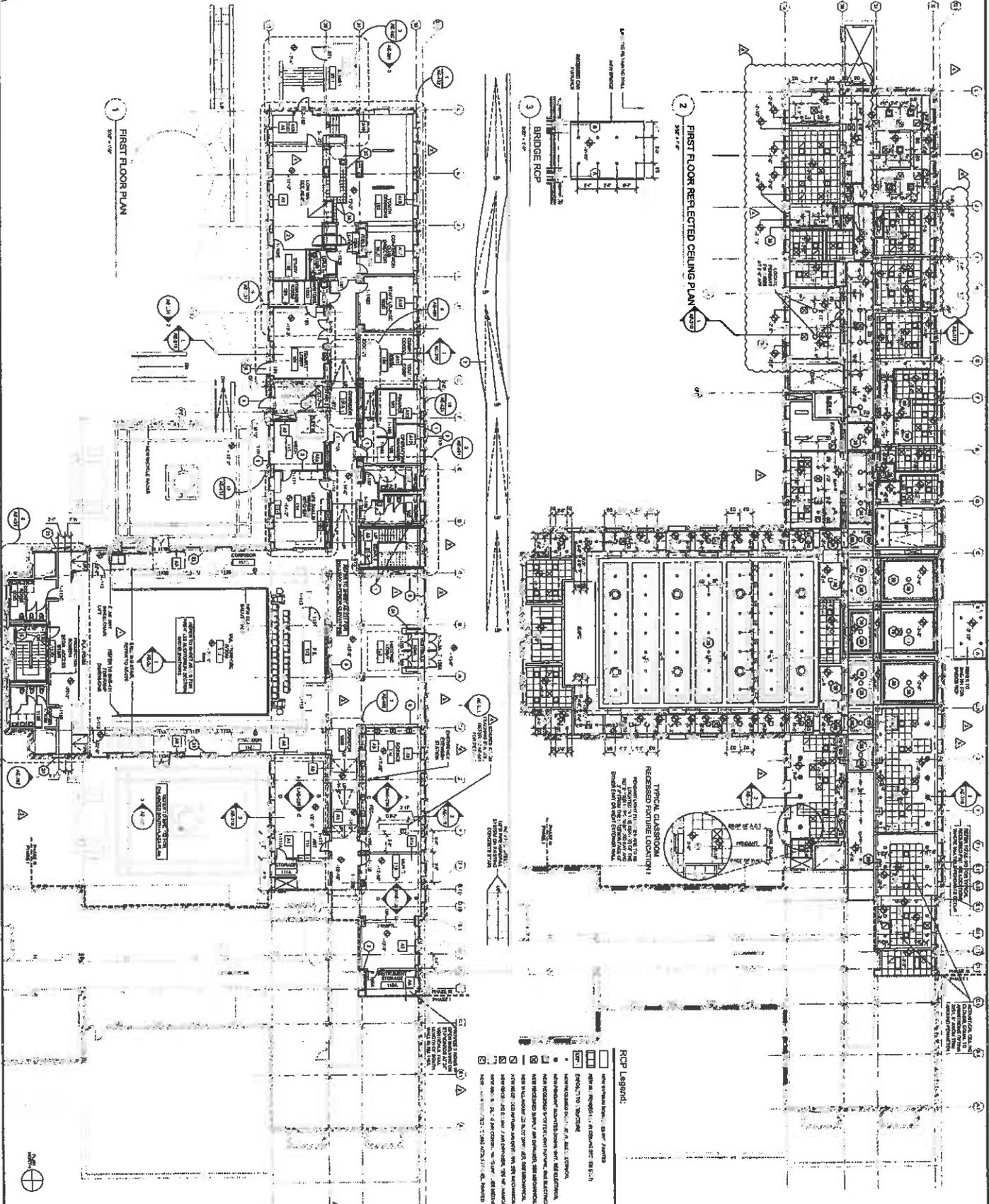
PERMITTED ENCUMBRANCES

The Declaration and By-Laws Creating and Establishing a Plan for Condominium Ownership Under Chapter 5311 of the Revised Code of Ohio for Saint Luke's Manor Condominium filed for record on February 8, 2011 with the Office of the Fiscal Officer of Cuyahoga County as Instrument No. 201102080353 and the Drawings associated therewith filed on the same day in Volume 165, Pages 43-55, inclusive, of the Cuyahoga County Condominium Map Records, as amended by the First Amendment to Declaration and By-Laws filed for record on December 9, 2011 with the Office of the Fiscal Officer of Cuyahoga County as Instrument No. 201112090409 and the Amended Drawings filed on the same day in Volume 166, Pages 04-06, inclusive of the Cuyahoga County Condominium Map Records, as each may be further amended.

EXHIBIT F-1

FLOOR PLAN

(See attached)



1 FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"

2 FIRST FLOOR REFLECTED CEILING PLAN
SCALE: 1/8"=1'-0"

3 BRIDGE RCP
SCALE: 1/8"=1'-0"

- RCP Legend:**
- 1. REINFORCED CONCRETE (R/C) WALLS
 - 2. REINFORCED CONCRETE (R/C) SLAB
 - 3. REINFORCED CONCRETE (R/C) COLUMN
 - 4. REINFORCED CONCRETE (R/C) BEAM
 - 5. PRECAST CONCRETE (P/C) WALL
 - 6. PRECAST CONCRETE (P/C) SLAB
 - 7. PRECAST CONCRETE (P/C) COLUMN
 - 8. PRECAST CONCRETE (P/C) BEAM
 - 9. STEEL FRAMING
 - 10. STEEL COLUMN
 - 11. STEEL BEAM
 - 12. STEEL JOIST
 - 13. STEEL TRUSS
 - 14. STEEL BRACE
 - 15. STEEL DIAPHRAGM
 - 16. STEEL GIRDER
 - 17. STEEL PILE
 - 18. STEEL PILE CAP
 - 19. STEEL PILE BELL
 - 20. STEEL PILE POINT
 - 21. STEEL PILE HEAD
 - 22. STEEL PILE TAIL
 - 23. STEEL PILE SOLE
 - 24. STEEL PILE ANCHOR
 - 25. STEEL PILE BRACE
 - 26. STEEL PILE DIAPHRAGM
 - 27. STEEL PILE GIRDER
 - 28. STEEL PILE TRUSS
 - 29. STEEL PILE BRACE
 - 30. STEEL PILE DIAPHRAGM
 - 31. STEEL PILE GIRDER
 - 32. STEEL PILE TRUSS
 - 33. STEEL PILE BRACE
 - 34. STEEL PILE DIAPHRAGM
 - 35. STEEL PILE GIRDER
 - 36. STEEL PILE TRUSS
 - 37. STEEL PILE BRACE
 - 38. STEEL PILE DIAPHRAGM
 - 39. STEEL PILE GIRDER
 - 40. STEEL PILE TRUSS
 - 41. STEEL PILE BRACE
 - 42. STEEL PILE DIAPHRAGM
 - 43. STEEL PILE GIRDER
 - 44. STEEL PILE TRUSS
 - 45. STEEL PILE BRACE
 - 46. STEEL PILE DIAPHRAGM
 - 47. STEEL PILE GIRDER
 - 48. STEEL PILE TRUSS
 - 49. STEEL PILE BRACE
 - 50. STEEL PILE DIAPHRAGM

- Key Notes:**
1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED.
 2. ALL WALLS ARE 8" THICK UNLESS OTHERWISE SPECIFIED.
 3. ALL FLOORS ARE 4" THICK UNLESS OTHERWISE SPECIFIED.
 4. ALL CEILING ARE 8" THICK UNLESS OTHERWISE SPECIFIED.
 5. ALL ROOFS ARE 4" THICK UNLESS OTHERWISE SPECIFIED.
 6. ALL FOUNDATIONS ARE 12" THICK UNLESS OTHERWISE SPECIFIED.
 7. ALL FOUNDATIONS ARE 18" THICK UNLESS OTHERWISE SPECIFIED.
 8. ALL FOUNDATIONS ARE 24" THICK UNLESS OTHERWISE SPECIFIED.
 9. ALL FOUNDATIONS ARE 30" THICK UNLESS OTHERWISE SPECIFIED.
 10. ALL FOUNDATIONS ARE 36" THICK UNLESS OTHERWISE SPECIFIED.
 11. ALL FOUNDATIONS ARE 42" THICK UNLESS OTHERWISE SPECIFIED.
 12. ALL FOUNDATIONS ARE 48" THICK UNLESS OTHERWISE SPECIFIED.
 13. ALL FOUNDATIONS ARE 54" THICK UNLESS OTHERWISE SPECIFIED.
 14. ALL FOUNDATIONS ARE 60" THICK UNLESS OTHERWISE SPECIFIED.
 15. ALL FOUNDATIONS ARE 66" THICK UNLESS OTHERWISE SPECIFIED.
 16. ALL FOUNDATIONS ARE 72" THICK UNLESS OTHERWISE SPECIFIED.
 17. ALL FOUNDATIONS ARE 78" THICK UNLESS OTHERWISE SPECIFIED.
 18. ALL FOUNDATIONS ARE 84" THICK UNLESS OTHERWISE SPECIFIED.
 19. ALL FOUNDATIONS ARE 90" THICK UNLESS OTHERWISE SPECIFIED.
 20. ALL FOUNDATIONS ARE 96" THICK UNLESS OTHERWISE SPECIFIED.
 21. ALL FOUNDATIONS ARE 102" THICK UNLESS OTHERWISE SPECIFIED.
 22. ALL FOUNDATIONS ARE 108" THICK UNLESS OTHERWISE SPECIFIED.
 23. ALL FOUNDATIONS ARE 114" THICK UNLESS OTHERWISE SPECIFIED.
 24. ALL FOUNDATIONS ARE 120" THICK UNLESS OTHERWISE SPECIFIED.
 25. ALL FOUNDATIONS ARE 126" THICK UNLESS OTHERWISE SPECIFIED.
 26. ALL FOUNDATIONS ARE 132" THICK UNLESS OTHERWISE SPECIFIED.
 27. ALL FOUNDATIONS ARE 138" THICK UNLESS OTHERWISE SPECIFIED.
 28. ALL FOUNDATIONS ARE 144" THICK UNLESS OTHERWISE SPECIFIED.
 29. ALL FOUNDATIONS ARE 150" THICK UNLESS OTHERWISE SPECIFIED.
 30. ALL FOUNDATIONS ARE 156" THICK UNLESS OTHERWISE SPECIFIED.
 31. ALL FOUNDATIONS ARE 162" THICK UNLESS OTHERWISE SPECIFIED.
 32. ALL FOUNDATIONS ARE 168" THICK UNLESS OTHERWISE SPECIFIED.
 33. ALL FOUNDATIONS ARE 174" THICK UNLESS OTHERWISE SPECIFIED.
 34. ALL FOUNDATIONS ARE 180" THICK UNLESS OTHERWISE SPECIFIED.
 35. ALL FOUNDATIONS ARE 186" THICK UNLESS OTHERWISE SPECIFIED.
 36. ALL FOUNDATIONS ARE 192" THICK UNLESS OTHERWISE SPECIFIED.
 37. ALL FOUNDATIONS ARE 198" THICK UNLESS OTHERWISE SPECIFIED.
 38. ALL FOUNDATIONS ARE 204" THICK UNLESS OTHERWISE SPECIFIED.
 39. ALL FOUNDATIONS ARE 210" THICK UNLESS OTHERWISE SPECIFIED.
 40. ALL FOUNDATIONS ARE 216" THICK UNLESS OTHERWISE SPECIFIED.
 41. ALL FOUNDATIONS ARE 222" THICK UNLESS OTHERWISE SPECIFIED.
 42. ALL FOUNDATIONS ARE 228" THICK UNLESS OTHERWISE SPECIFIED.
 43. ALL FOUNDATIONS ARE 234" THICK UNLESS OTHERWISE SPECIFIED.
 44. ALL FOUNDATIONS ARE 240" THICK UNLESS OTHERWISE SPECIFIED.
 45. ALL FOUNDATIONS ARE 246" THICK UNLESS OTHERWISE SPECIFIED.
 46. ALL FOUNDATIONS ARE 252" THICK UNLESS OTHERWISE SPECIFIED.
 47. ALL FOUNDATIONS ARE 258" THICK UNLESS OTHERWISE SPECIFIED.
 48. ALL FOUNDATIONS ARE 264" THICK UNLESS OTHERWISE SPECIFIED.
 49. ALL FOUNDATIONS ARE 270" THICK UNLESS OTHERWISE SPECIFIED.
 50. ALL FOUNDATIONS ARE 276" THICK UNLESS OTHERWISE SPECIFIED.

Client:
 New Village Corporation
 Saint Luke's Hospital
 Phase III East Wing Renovation
 11311 Shaker Boulevard
 Cleveland, Ohio 44114
 Project No. 1117110

Westlake
 525 Euclid Avenue
 Suite 1100
 Cleveland, Ohio 44115
 T 216.823.1300
 F 216.823.1287
 www.westlake.com

Laskosky
 11311 Shaker Boulevard
 Cleveland, Ohio 44114
 Project No. 1117110

© Westlake Reed Bunting

FIRST FLOOR PLANS
 SCALE: 3/32"=1'-0"
AE-101
 CD

EXHIBIT F-2

LANDLORD'S WORK



A subsidiary of
Community Progress, Inc.
1884 West 25th St., Suite 200
Cleveland, Ohio 44115
Tel: 216.238.2270
Fax: 216.238.2767

LANDLORD WORK LETTER

TO: Suspensive Tenant, 3614 Lakeside East Way, Phase 10

FROM: Linda Winters, President

RE: Scope of Landlord Improvement of Leaseable Space

DATE: 30 JUL 2012

The following is a summary of specific landlord provisions added to improvements required by tenants of the east wing Phase 10 of Saint Luke's Hospital. This is the basis of tenant improvements to be reviewed by the tenant.

1. **Wall Construction**
 - a. **Corridor Partition(s)**: Drywall partition consisting of 3/8" metal on a 16" on center, with 5/8" fire-rated drywall face on one side and 1/2" on the other side.
 - b. **Acoustic Drywall Partition**: Finished in accordance with Tenant Floor Plan(s)
 - c. **Tenants Demising Wall(s)**: Drywall partition consisting of 3/8" metal on a 16" on center with 5/8" fire-rated drywall on one side and 1/2" on the other side above and filled with acoustic batt insulation.
 - d. **Building Standard Allowance**: Provided in accordance with Tenant Floor Plan(s)
 - e. **Interior Partitions**: Drywall partition consisting of 3/8" metal on a 16" on center with 5/8" fire-rated drywall on one side and 1/2" on the other side above and filled with acoustic batt insulation.
 - f. **Building Standard Allowance**: 0.5 Linear Feet (LF) for Every 100 USF
2. **Doors**
 - a. **Entry Doors**: 30" white oak lift out, hollow metal frame, lockset.
 - b. **Building Standard Allowance**: One (1) Building Standard Door or More (As Required by Code)
 - c. **Interior Doors**: 30" white oak lift out, hollow metal frame, passage handle and
 - d. **Building Standard Allowance**: One (1) Building Standard Door for Every 300 USF
3. **Acoustic Ceiling**: 2'x4' suspended acoustic ceiling tile with 2'x2' regular appearance (6" standing height).
4. **Building Standard Allowance**: Building standard 2'x4' acoustic tile-in ceiling throughout.
5. **Wall Finish**: Key wall covering and premium paint (1 prime coat, 2 finish coats).
6. **Building Standard Allowance**: Type III Metal Wall Covering allowed work One (1) LF of 100 LF of Drywall Partition (Not to Exceed 30% of USF)

5. **Wall Scape:** Finish base at all walls.
Building Standard Allowance: 10 LSF per 100 USF.
6. **Floor Covering:** Allowance of heavy duty tile (20¢ per square yard for carpet area. Area designated for utility composition tile will be Activating Flexible Stone Tile (or approved equal).
7. **Window Treatment:** 1" info blinds at exterior windows.
Building Standard Allowance: Half Price Standard throughout.
8. **HVAC:** Windows will provide flow, heating and cooling based on the following criteria:
 - a. Temperature maintained at 75 degrees F in summer and 62 in winter. Based on 1 ton/400 sq cooling capacity.
 - b. Fresh outside air is available through fully operable windows. All to be mechanical (not provided via duct) without venting.
9. **Fire Suppression:** Rite risk areas required fire sprinkler heads.
Building Standard Allowance: One (1) head for every 100 USF (to be fixed by Code).
10. **Electrical Service**
 - a. **Electrical Panel:** Electric feeder to secondary panel to serve for miscellaneous work room, utility room, storage and related electrical services.
 - b. **Duplex Wall Outlets:** Electrical wall outlets available in standard colors.
Building Standard Allowance: One (1) Duplex Receptacle with standard Grounding using Breaker and at 12" On Center Minimum.
 - c. **Dedicated Outlets:** 20 AMP dedicated electrical receptacle for copper and telephone systems.
Building Standard Allowance: Two (2) Per Leaseable Space.
 - d. **Quad Outlets:** Electrical wall outlet with double duplex receptacles in standard colors.
Building Standard Allowance: One (1) Quad for every 1,000 USF.
11. **Telephone/Data Wall Outlets:** Outlet box in wall with 1/4" rounded substrate above ceiling with blank cover plate.
Building Standard Allowance: One (1) Outlet for every 500 USF (Ceiling not included).
12. **Lighting**
 - a. **Switches:** Building standard color rocker type edge.
Building Standard Allowance: One (1) Single Pole Light Switch for every 500 USF.
 - b. **Fixtures:** Fixtures to be provided, recessed, semi-recessed fixture.
Building Standard Allowance: Designed to 80 lumens/foot for "Office" Use (Response to Single Zone or Point Entry).
 - c. **Emergency Egress Lighting:** As required by Code.
 - d. **Night Lights:** As required by Code.
13. **Closets:** One (1) closet with hanging rail and shelves for every 2,000 USF.
14. **Signage**
 - a. **Site:** Standardized "bracket" entry sign to be installed on corridor wall adjacent to main entrance.
Building Standard Allowance: One (1) per Gate.
 - b. **Exterior:** Representation on exterior signage associated with systems with portion of building rented.



A subsidiary of
Neighborhood Progress, Inc.
1878 West 25th St., Suite 200
Cleveland, Ohio 44115
Tel: 216.830.2770
Fax: 216.930.2757

www.neighborhoodprogress.org

MEMORANDUM

TO Brooke King, Executive Director, The Intergenerational School
Alan Roskamm, Chief Executive Officer, Breakthrough Charter Schools

CC Matt Janiak, Project Manager, Westlake Reed Leskosky
Bud Wilson, Project Manager, Mistick Construction

FROM Linda Warren, President
Wayne Mortensen, Project Manager

RE EXHIBIT F-3 (REVISED FROM EXHIBIT G 7.12.13): TENANT SCOPE OF WORK

DATE August 16, 2012

Per the executed letter of intent, The Intergenerational School ("tenant") will lease space within the third phase of the former Saint Luke's Hospital building at 11311 Shaker Road. New Village Corporation ("landlord") has agreed to provide the tenant with "turn-key" space sufficient to host a pre-kindergarten through eighth grade school. To accomplish this, NVC will facilitate a building renovation that provides the tenant with partition walls, windows, doors, fixed furniture and plumbing fixtures, finished ceilings and floors, and utilities as per the consensus floor plans. What follows is a summary of tenant-specific improvements ("FF&E") that the tenant will be responsible for providing, funding, or completing with their own contractor(s) in a timely manner and in sequence with construction.

FURNITURE Any movable, non-fixed furniture will be the responsibility of the tenant to provide. This includes, but is not limited to, classroom desks and chairs, tables, lounge furniture, independent storage systems, work stations, and cabinets. The landlord will provide all built-in furniture ("casework") shown in the architectural plans.

FIXTURES Any specialized fixtures that are ancillary to the building renovation will be the responsibility of the tenant. This includes, but is not limited to, student lockers, specialty shelving, display cases, and chalk/dry-erase boards. The landlord will provide all fixed plumbing fixtures and counters per the architectural plans.

EQUIPMENT The tenant will provide all specialized electronic equipment and appliances. This includes, but is not limited to, telephones, clocks, intercoms, computers, technology carts, networking and other miscellaneous IT equipment, television and projector mounts, "smart" boards, tenant-specific security cameras, kilns, kitchen appliances, and food warming equipment. The landlord will provide equipment sufficient to secure the totality of the building and operate the HVAC and electrical systems, including electrical outlets per code requirements and architectural plans.

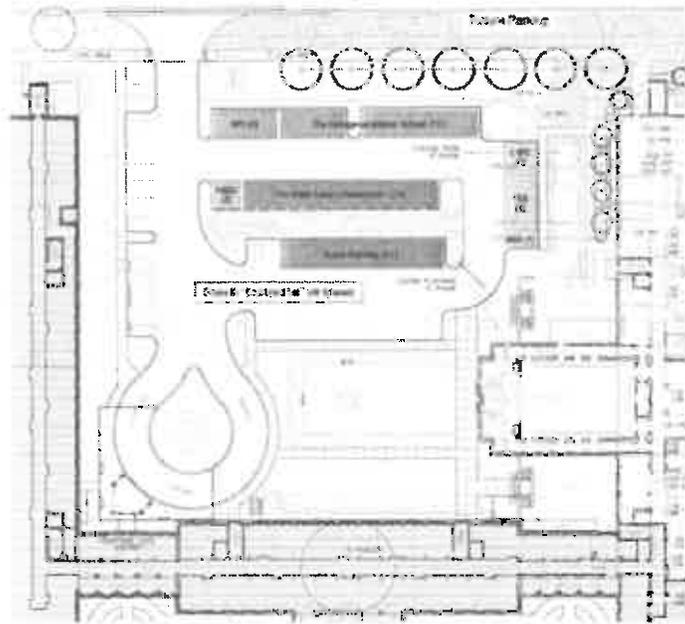
CABLING The tenant will be responsible for all of their own cabling. This includes, but is not limited to, data and telecommunication lines, tenant-specific security feeds, CCTV, and local data ports. The landlord will provide central feeds ("trunks") and conduit such that the cabling contractor(s) will be able to complete their work with relative ease.

AUDITORIUM

A brief note on this space is required because of its central importance to the tenant as a multi-purpose room capable of hosting cafeteria, gymnasium, and presentation activities. The landlord will renovate the space to a level that can accommodate these uses as well as provide the FF&E necessary to host myriad community events in the space. The tenant will be responsible for providing equipment that is solely for their use, including, but not limited to, sports and gymnasium equipment, stage equipment, storage carts, and cafeteria tables. The landlord will make reasonable storage accommodations for these items. Additionally, the landlord will provide requisite stage curtains, projection equipment and screen, banquet tables, movable chairs, and an elevated seating system (risers, bleachers, or similar) for performance configuration(s). Use of this equipment by the tenant will be governed by a separate agreement.

EXHIBIT G
PARKING PLAN

Martin Luther King Jr. Boulevard



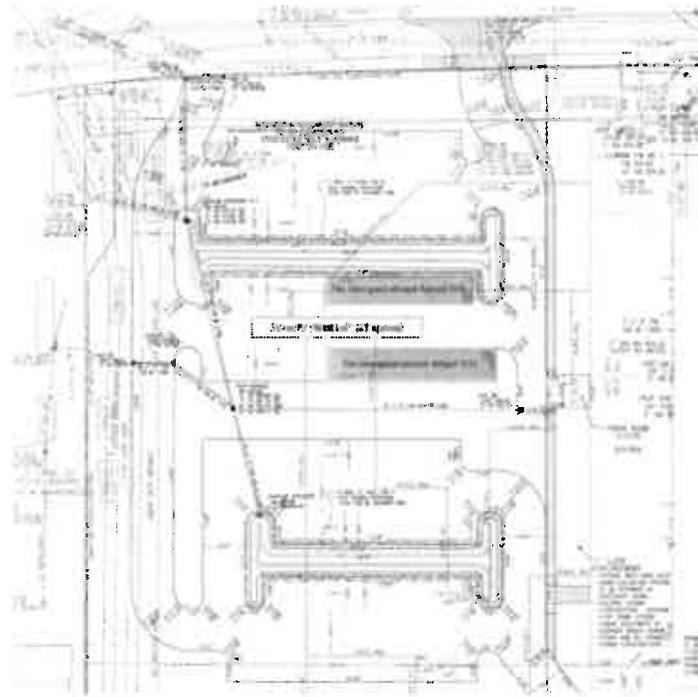


EXHIBIT "I"

**ST. LUKE'S PHASE III
CONSENT TO USE AGREEMENT**

This Consent to Use Agreement ("Consent Agreement"), dated as of _____, 2013 between The Intergenerational School ("TIS") and _____ ("User") evidences the following:

WHEREAS, TIS entered into a Lease with Saint Luke's Phase III Master Tenant LLC ("Landlord") (the "Lease") for space located within Saint Luke's Phase III; and

WHEREAS, the Lease includes the approximately 6,020 square foot Saint Luke's Auditorium and the approximately 1,800 square foot Saint Luke's Phase III Auditorium Lobby (together, the "Active Living Center") and the 1,440 square foot Community Meeting Room ("Library"), the Library and the Active Living Center together are the "Shared Space," as shown on the attached Exhibit A; and

WHEREAS, TIS desires to grant User permission to use the Shared Space at certain times and under certain conditions spelled out in detail in the User Agreement signed by Landlord, TIS, User, and other Tenants

NOW, THEREFORE, TIS and User agree as follows

1. TIS consents to User's use of the Shared Space, subject to the terms and conditions outlined in the User Agreement, as that User Agreement may be amended from time to time.
2. The term of this consent shall be for the length of User's lease with Landlord.

TIS:

THE INTERGENERATIONAL SCHOOL

an _____

By: _____

Its: _____

USER:

an _____

By: _____

Its: _____

EXHIBIT A

Site Plan showing ALC and Library

EXHIBIT "J"

**ST. LUKE'S PHASE III
USER AGREEMENT**

This User Agreement, dated as of _____, 2013 between Boys and Girls Club _____ ("BGC"), Neighborhood Progress, Inc. ("NPI"), Saint Luke's Foundation ("SLF"), Center for Families and Children ("CFC"), and future tenants TBD of St. Luke's Phase III (collectively, "Tenants"), The Intergenerational School ("TIS"), and St. Luke's Phase III Master Tenant ("Owner") evidences the following:

WHEREAS TIS and the Tenants have entered, or will enter, into individual leases with Owner to lease space at St. Luke's Phase III; and

WHEREAS under the TIS lease with Owner, TIS will lease and occupy the Saint Luke's Active Living Center ("ALC"), an approximately 7,820 SF multipurpose space yet to be finished, as identified on the site plan in Exhibit A; and

WHEREAS the ALC includes the Saint Luke's Auditorium ("Auditorium"), an approximately 6,020 SF space, and the Saint Luke's Phase III Auditorium Lobby ("Lobby"), an approximately 1,800 SF, as identified on the site plan in Exhibit A; and

WHEREAS under the TIS lease with Owner, TIS will lease and occupy the Community Meeting Room ("Library"), an approximately 1,440 SF space, as identified on the site plan in Exhibit A; and

WHEREAS TIS and Owner desire to permit Tenants and outside organizations to use the ALC and the Library (together, the "Shared Space") according to certain terms and conditions; and

WHEREAS TIS, under a separate Consent Agreement with each of the individual Tenants, a form of which is attached hereto as part of Exhibit B, has consented or will consent to permit Tenants to use the Shared Space under certain terms and conditions;

NOW THEREFORE, Tenants and Owner agree as follows:

1. **Term.** This User Agreement shall be in effect for the length of TIS' lease, initially 10 years, as may be extended from time to time. Individual Tenants shall be parties to this User Agreement for as long as they remain tenants at St. Luke's Phase III.
2. **Exclusive Use Hours.** TIS shall have exclusive use of Shared Space between 8:00 AM and 6:00 pm Monday-Friday while school is in session ("TIS Shared Space Hours").
3. **Non-Exclusive Use Hours.** Outside TIS Shared Space Hours, all Tenants may reserve the Shared Space for their exclusive use between 6:00 am and 10:00 pm ("Non-Exclusive Use Hours"). Outside organizations may also reserve the ALC, as available, during Non-Exclusive Use Hours. The Library is not available to outside organizations.

4. **Rent.** Tenants shall pay no additional rent for use of the Shared Space. Outside organizations shall pay per use fees on a schedule to be developed by the Manager and approved by Owner.
5. **Reservations.** Tenants and outside organizations may reserve the ALC during Non-Exclusive Use Hours through the Manager (Initially Coral Management Company as selected by Owner). Available time will be allocated on a first come, first serve basis. Tenants may reserve the Shared Space up to one year in advance of use. Outside organizations may only reserve the Shared Space 120 days in advance and will be required to provide a deposit/credit card guarantee.
 - a. The availability schedule of the Library will be collaboratively determined between TIS and Owner or Manager at the outset of each school year. All reservations will be recorded via internet calendar that is accessible to the Tenants.
6. **Room Turnover.** Any Tenant or outside organization using the Shared Space must vacate the Shared Space promptly at the end of their reserved time in the condition defined in Section 10. Tenants or outside organizations using the Shared Space beyond their reserved time shall be subject to a \$25 per half-hour overage fee. When there is another event scheduled, immediately after the reserved time, the Tenants or outside organization shall be charged a penalty of \$50.00 per 15 minute (or portion of 15 minute) increment delay in turning over the space in the condition defined in Section 10.
7. **Unlocking.** Tenants will be provided key fobs to access the Shared Space. Outside groups will be met by building personnel at the prearranged time of their event.
8. **Limited Use Areas within Shared Space.** Tenants and outside users may not move or use any display cases within the Shared Space nor may they use any storage facilities within the Shared Space.
9. **Setup, Breakdown, Maintenance, Cleaning.** Tenants are responsible for their own setup, breakdown, and cleaning of the ALC.
10. **Standard for Room Turnover.** Tenants or outside organizations using the Shared Space shall be responsible for returning it to the condition in which it is found, placing all garbage in appropriate receptacles, and otherwise restoring the room to "Next User Ready" condition as illustrated in Exhibit B. Breakdown or cleaning services provided by Owner as a result of a Tenant's or outside organization's failure to meet the standard above will be charged to the Tenant or outside organization at 110% of actual cost. A deposit will be required of outside organizations for this purpose.
11. **Locking Up.** The Building has security equipment and computerized locking, and from time to time the Manager will announce reasonable procedures for securing the ALC.
12. **Security.** Tenants will be responsible for arranging any necessary security personnel while using the Shared Space. Security will be automatically factored into the rent for larger events by outside organizations and will be at the discretion of the Manager.

13. **Damage or Theft.** Damage to the Shared Space or Owner's equipment or furniture located in the Shared Space or theft of Owner's equipment or furniture shall be the responsibility of the Tenant or outside organization using the Shared Space at the time.
14. **Personal Items.** Owner takes no responsibility for damage, theft, or loss to furniture, equipment or personal items left in the Shared Space by Tenants or outside organizations. Removal of such items left behind will be assessed to the Tenants or outside organizations at cost times 1.1.
15. **Indemnification.** Tenant will defend, indemnify, and save Owner, Manager, and TIS harmless from all claims, damages, liability, and expense (including without limitation, reasonable attorneys' fees) arising from loss, damage, or injury to persons or property occurring in the Shared Space caused solely by Tenant or Tenant's agents, invitees, or employees while using the Shared Space.

Owner, Manager and TIS will defend, indemnify, and save Tenant harmless from all claims, damages, liability, and expense (including without limitation, reasonable attorneys' fees) arising from loss, damage, or injury to persons or property occurring in the Shared Space caused solely by Owner, Manager or TIS or their respective agents, invitees or employees.
16. **Insurance.** Tenants shall name TIS, Owner, Manager, and St. Luke's Phase III, LLC as additional insureds on all insurance policies required under their respective leases, and by doing so, TIS, Owner, Manager, and St. Luke's Phase III LLC shall not be deemed to, or construed to, have assumed risks applicable to Tenants under this User Agreement.
17. **Environmental.** No user of the Shared Space shall introduce or allow to be introduced into the Shared Space in violation of any applicable law, any toxic, illicit, hazardous, or environmentally unsafe material as defined by any local, state, or federal law or ordinance. Tenant agrees to defend, indemnify, and hold Owner and Manager harmless against any cost, expense, or liability arising, directly or indirectly, from any toxic, illicit, hazardous, or environmentally unsafe material being introduced into the Shared Space in violation of this Section 17 solely as a result of any act or omission of Tenant or its agents, employees or invitees. In the event Tenant introduces or allows any toxic, illicit, hazardous, or environmentally unsafe material into the Shared Space, in violation of this Section 17, Tenant shall promptly take all actions, at its sole expense and after securing the written approval of Owner, to remove such material from the Shared Space.
18. **Payments.** Payments of any charges owed (in excess of deposit) under this User Agreement shall be due within 15 days after receipt of invoice. There will be a late charge of \$100.00 plus \$25.00 per day in the event that charges due under this Agreement are not paid when due, which shall be in addition to all other rights and remedies of Owner.
19. **Waiver of Liability.** Owner and Owner's agents and employees shall not be liable for and Tenant unconditionally and absolutely waives any and all causes of action, rights, and claims against Owner and its agents and employees arising from any damage or injury to person or property, regardless of cause, sustained by Tenant or any person claiming through or under Tenant, in the Shared Space, unless the same shall be due to the gross negligence or intentional misconduct of Owner and/or Owner's agents and employees.

IN WITNESS WHEREOF, Owner, TIS and Tenants have caused this User Agreement to be signed as of the date and year first above written.

OWNER:
SAINT LUKE'S PHASE III MASTER
TENANT LLC
, an Ohio limited liability company

By: New Village Corporation
Its: Manager

By:
Its:

TIS:
THE INTERGENERATIONAL SCHOOL
a(n) _____

By:
Its:

BGC:
BOYS AND GIRLS CLUB
a(n) _____

By:
Its:

NPI:
NEIGHBORHOOD PROGRESS, INC.

a(n) _____

By:

Its:

SLF:

SAINT LUKE'S FOUNDATION, an Ohio not for profit
corporation

By:

Its:

CFC:

CENTER FOR FAMILIES AND CHILDREN[an
a(n) _____

By:

Its:

LEASE AGREEMENT

This Lease Agreement (“Agreement”) is entered into effective as of this 1st day of August 2013, by and between **THE BOARD OF EDUCATION OF THE CLEVELAND MUNICIPAL SCHOOL DISTRICT**, a municipal school district organized under the laws of the State of Ohio, hereinafter described as “Board” or “Lessor” and Friends of Breakthrough Schools, an Ohio nonprofit corporation, hereinafter described as “FOB” or “Lessee”.

Whereas, the Board is the owner of the real property known as the Kentucky School which presently is not needed or used by it for school purposes; and

Whereas, the Board has found and determined that it should not dispose of such property by sale as it may be needed for “swing” space in the near future; and

Whereas, FOB desires to lease the real property hereinafter described to be utilized as a charter school.

NOW, THEREFORE, the parties hereto for and in consideration of the promises and covenants provided for herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mutually agree, each for itself and its successors and assigns, as follows:

Article I. Leased Premises

Section 1.01. The Board, pursuant to a Resolution, hereby leases to FOB the **Kentucky School, 3805 Terrett Ave Cleveland, Ohio 44113**. Together with the land and entire building (the Leased Space) including equipment or furnishings in the Leased Space at the time of occupancy and 1/3 of the parking spaces in the lot shared with Garrett Morgan (such parcel and Leased Space being hereinafter together referred to as the Leased Premises). The property is more

fully described in Exhibit A or in photos or video, attached hereto or provided to Lessee and incorporated herein. The Lessor may elect to take electronic photos or videos of the equipment and/or furnishings. A copy of those electronic photos or videos will be provided to Lessee.

Article II.
Term

Section 2.01. TO HAVE AND TO HOLD the Leased Premises unto FOB, its successors and assigns for an initial term of two (2) years (“Initial Term”), commencing on the 1st day of August, 2013 and ending on the 31st day of July, 2015, unless sooner terminated as herein provided.

Section 2.02. During the term of the Agreement, the Board shall have the right to terminate this Agreement and repossess the Leased Premises by giving Lessee not less than twelve (12) months written notice specifying the termination date, if and when it determines the Leased Premises are needed for Cleveland Municipal School District purposes; that the Leased Premises shall be sold, or that leasing such premises is no longer advantageous. Upon the date of such repossession, the Agreement shall terminate, and subject to Article X, Section 10.02, the parties shall be released from any and all further obligations hereunder which would otherwise accrue.

Section 2.03. The parties will meet, at a mutually agreeable time, in June, 2014 to discuss whether this Agreement can be renewed. This Agreement may be extended, by mutual agreement, for additional one year periods (“Renewal Term(s)”) on the same terms and conditions as contained in this Agreement. The Renewal Term shall commence on the day following the last day of the preceding term. Nothing in this Section shall be interpreted to affect the Board’s right to terminate this Agreement for the reasons stated in Section 2.02.

Section 2.04. Lessee may terminate this Agreement without further obligation upon giving not less than twelve (12) months advance written notice issued in accordance with the notice

provisions set forth in Article XX herein. All rights and duties shall terminate after the twelve (12) month notice period has expired, with the exception of Lessee's obligation to pay any rent that may be due through the termination date identified in the notice, all reimbursable expenses up to the identified termination date which are payable to Lessor in accordance with the terms of this Agreement, and Lessee's obligation to Lessor under Article VII of this Agreement. Lessee may also terminate this Agreement within 90 days of its execution in the event compliance with building codes makes its use of the Premises uneconomical.

Article III.
Rental

↑ Paid \$2.00

Section 3.01. FOB shall pay to the Board a rental of One Dollar (\$1.00) annually, payable at the office of the Chief Financial Officer of the Board, 1380 East Sixth Street, Cleveland, OH 44114 or at such other place as the Board may designate in writing.

FOB shall pay an additional rental equal to the costs of employing a District custodian and any other District personnel that FOB chooses to utilize to operate the Leased Premises plus (1) the costs of all taxes and special assessments which are incurred in operating the Leased Premises, (2) any utility costs that remain in the District's name and (3) security monitoring which will include remote monitoring and "drive bys" of the Premises in the same manner as it provides at its Garrett Morgan School. The terms and conditions of the custodian's duties at the premises are attached as Exhibit B and incorporated by reference as if fully rewritten herein. The District will be responsible for supervising the Custodian in the performance of his duties. The District will identify a custodian supervisor as a primary contact for the day to day issues that arise with building operations. The Lessee will identify its day to day contact.

Article IV.
Use, Operation, Maintenance and Repairs

Section 4.01. Lessee shall use and occupy the Leased Premises solely for educational purposes and for other non-profit uses that support the primary use as an educational facility and for no other purpose without the written consent of Lessor, which consent shall not be withheld unreasonably. Lessor retains the right to prohibit any use that, in the reasonable opinion of the Lessor, is inappropriate, inconsistent with the policies of the Lessor or jeopardizes the Board's ownership of the Leased Premises. Lessee may establish its hours of operations provided that it does not begin operations until fifteen minutes after the custodian begins his day, which shall be no later than 7:15 a.m.. Lessee and its employees may remain in the building after the custodian shift has ended provided an administrator assumes responsibility for securing the building. Lessee may, at any time at its sole discretion and without the need for District approval, hold an "open house" or other similar events, but when it does so, Lessee shall be required to pay overtime for the custodian. The District shall inform the Lessee of changes in the collective bargaining agreement that apply to this lease in writing. The parties shall amend this lease to reflect such changes.

Section 4.02. Lessee shall and does hereby accept said Leased Premises in the condition that it may be at the commencement date of the term of the Agreement, subject to all defects therein, whether concealed or otherwise and whether known or unknown to Lessor. Lessor hereby expressly disclaims any warranty, oral or written, concerning (a) the nature and condition of the Leased Premises and the suitability thereof for any and all activities and uses which Lessee may elect to conduct thereon, (b) the manner, construction, condition and state of repair or lack of repair of the Leased Premises, (c) the nature and extent of any right-of-way, possession, lien, encumbrance, license, reservation, condition or otherwise, and (d) the compliance of the Leased Premises with any laws, rules, ordinances, or regulations of any government or other body, it being

specifically understood that Lessee has fully inspected, evaluated and accepted the Leased Premises. The Leased Premises is leased on an "AS IS, WHERE IS" basis, and Lessee expressly acknowledges that, in consideration of the agreements of Lessor herein, LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES. This provision shall survive the termination or expiration of this Lease.

Section 4.03. The Lessee shall fully comply with laws, ordinances, rules, regulations and requirements of all regularly constituted authorities, in any way affecting said Leased Premises, or the use thereof, or this Lease Agreement, and will not use or occupy said Leased Premises for any unlawful purpose. Lessor shall assign its Certificate of Occupancy for the Leased Premises to Lessee, and if unable to do so, Lessor shall assist Lessee to obtain a Certificate of Occupancy.

Section 4.04. The Lessee shall not display any signs on the Leased Premises without the prior written consent of the Chief Operating Officer, which shall not be unreasonably withheld or delayed. Lessor acknowledges that Lessee will have the right to erect at least two signs identifying the school occupying the Leased Premises provided that the signs are removed at the end of the Lease Term and any renewal Terms.

Section 4.05. The Lessee shall at its own expense pay, directly to the public utility providing the same, as and when due all charges for gas, electric, water, sewer, storm sewer, telephone and any other utilities used, rendered or supplied upon or in connection with the Leased Premises during the term of the Lease Agreement and shall indemnify and hold harmless the Lessor against any liability or damages on such account. In the event any utilities are shared with

another District school, the allocation of costs shall be done on a per square foot basis as long as the hours of operation are similar. All such charges shall be paid by Lessee and Lessee, shall, upon request by Lessor, provide Lessor with satisfactory evidence of the full payment of such charges prior to the date on which such charges would become delinquent. Lessee, with Lessor's cooperation, shall cause all utility providers to deliver all invoices for utility consumption directly to Lessee. Further, Lessee agrees that in the event of its vacation of the Leased Premises for any reason whatsoever during the term of the Agreement, it will, until the last day of the first full month following its vacation of the Leased Premises, maintain that amount of heat and utility services necessary to insure against the freezing of waterlines and preserve the structural integrity of the Leased Premises.

Section 4.06 Lessee shall, at Lessee's own expense, throughout the term of this Lease and any renewal hereof be responsible and provide for the maintenance of the interior and exterior of the Leased Premises to such extent and of such quality as to maintain such premises in a condition at least substantially the same as its present condition, reasonable wear and tear excepted. Lessor will be responsible for the performance of the Custodian. The Custodian will be responsible for snow and ice removal from the sidewalk to the entrance and grass cutting. Lessee's responsible custodial maintenance shall include, but is not limited to, all other snow and ice removal and other lawn maintenance, all window cleaning and repair, trash removal service, janitorial cleaning and pest control. The District will be responsible for plowing the shared parking lot on days on which it is open.

Section 4.07. Lessee, working with the custodian, shall keep said Leased Premises and all parts thereof, and all fixtures, machinery and apparatus, in good repair, condition and working

order. Lessee will use and keep said Leased Premises in a careful, safe and proper manner and will not commit or suffer any waste thereon.

Section 4.08. Notwithstanding the foregoing, Lessor, and not Lessee, shall be responsible for major repairs (over \$10,000) and replacements to the Leased Premises, including structural repairs, major repairs or replacements to the roof or heating system, and replacements or resurfacing of the parking areas or walkways.

Article V.
Taxes and Assessments

Section 5.01. The Lessee shall discharge all taxes and assessments upon the Leased Premises, if any. Lessor and Lessee shall cooperate to maintain the tax exempt status of the Leased Premises.

Article VI.
Casualty Loss or Damage and Condemnation

Section 6.01. If the Leased Premises or a part thereof without the fault of the Lessee is destroyed or so damaged as to be unfit for occupancy and cannot be reasonably restored or repaired within one hundred fifty (150) days from such event, the Lease Agreement, at either party's option, may terminate. If such destruction or damage can reasonably be restored or repaired within one hundred fifty (150) days, then the Lessor (i) may, at its sole option, terminate this Lease in which event each party shall be released from any further obligations here under or, (ii) may promptly restore and repair the destruction or damage within said one hundred fifty (150) day period. The Lessor shall not be liable to the Lessee for any damage or destruction to the Lessee's property located in the Leased Premises, nor for damage or destruction to any improvements in the Leased Premises made by the Lessee. Also, the Lessor shall not be liable for

any inconvenience suffered by the Lessee as a result of fire or other casualty causing damage to or destruction of the Leased Premises.

Section 6.02. In the event that any person or corporation, municipal, public, private or otherwise, shall at any time during the term of this Agreement, or any extension hereof, take or condemn the whole or a substantial part of the Leased Premises, and the remaining portion of the Premises cannot be used by Lessee in accordance with the terms of Section 4.01 hereof, then this Agreement shall immediately cease and the Lessee shall have no recourse against the Board for the remainder of the term. If the whole of the Leased Premises is not taken or condemned, and if the remaining portion can be used by Lessee in accordance with the terms of Section 4.01 hereof, then this Agreement shall continue in full force and effect.

Section 6.03. All awards or compensation payable to either Lessor or Lessee on account of any condemnation or taking are hereinafter collectively called the "Award." Lessor, Lessee and any mortgagees having an interest in the Leased Premises may appear in any such proceeding or action to negotiate or prosecute on their own behalf any claim they may have for any Award. Lessor, Lessee and any such mortgagee shall each pay their respective costs and expenses in connection with each such proceeding, action, negotiation or prosecution, which costs and expenses shall be reimbursed out of any Award received, as their interests appear. Any such Award shall be applied pursuant to this Section 6.02 and all such Awards (less the expense of collecting such Award) are hereinafter referred to as the "Net Condemnation Proceeds." All portions of the Net Condemnation Proceeds awarded for the taking of Lessor's fee interest in the Leased Premises shall belong to Lessor. Notwithstanding the foregoing, Lessee shall have the right to claim and recover from the condemning authority, but not against Lessor, such compensation as may be separately awarded or recoverable by Lessee (including any sublessee) in

its own right for (i) all damages to Lessee's business by reason of the Condemnation, (ii) the cost of removal and/or decrease in value, as a result of such taking, of Lessee's inventory, trade fixtures, furniture equipment, located in the Leased Premises, and (iii) the value of the leasehold, including the cost of all improvements made to the Leased Premises by Lessor, of which Lessee is deprived for the remainder of the Term or any renewal period.

Article VII.
Insurance

Section 7.01. The Lessee shall be responsible for reimbursing the Lessor for obtaining and maintaining insurance against all risk of loss by fire and other casualties on the Leased Premises. Lessee shall be responsible for insuring its property located in the Leased Premises and any improvements in the Leased Premises made by the Lessee in an amount equal to the full replacement cost thereof. The policy of insurance shall name the Board as an additional insured and shall expressly provide no less than 30 days prior written notice shall be given to the Board in the event of cancellation, non-renewal or material alteration of the coverage contained in the policy. Upon request, the Lessee must provide the Board with a copy of said policy of insurance.

Section 7.02. The Lessee shall, at its expense, obtain and maintain during the term of this Agreement comprehensive public liability insurance in amounts not less than One Million Dollars (\$1,000,000.00) per person, and Three Million Dollars (\$3,000,000.00) per incident, against claims for injury or death of persons, and One Million Dollars (\$1,000,000.00) against claims for property damage arising out of or in connection with the Lessee's use or occupancy of the Leased Premises. The policy of insurance shall name the Board as an additional insured and shall expressly provide no less than 30 days prior written notice shall be given to the Board in the event

of cancellation, non-renewal or material alteration of the coverage contained in the policy. Upon request, the Lessee must provide the Board with a copy of said policy of insurance.

Article VIII.
Assignment and Subletting

Section 8.01. Lessee shall not sublease, assign, or permit to be used by others, all or any part of the Leased Premises during the term hereof without the express written consent of Lessor, which shall not be unreasonably withheld; except that no prior consent shall be required for a sublease, assignment, or use by a school that is a member of the Breakthrough network of schools or a school that has entered into a services agreement with Breakthrough Charter Schools. In all events Lessee shall at all times remain and continue to be primarily liable for the rental to be paid hereunder and the performance of all terms and conditions of this Lease.

Article IX.
Alterations and Improvements

Section 9.01. Lessee may make improvements to the Leased Premises (“Lessee Improvements”) with the prior written consent of the Chief Operating Officer, which consent shall not be unreasonably withheld or delayed. Lessee shall make no substantial alterations, additions or improvements without the prior written consent of the Chief Operating Officer of the Cleveland Municipal School District. In no event shall any alteration, addition, or improvement be permitted which would seriously impair the ability or utility of such premises to be used for school purposes. Any consent shall not constitute a waiver of the necessity for such consent for any subsequent change. All improvements shall be constructed in a good and workmanlike manner using quality materials and shall meet all applicable building codes. All structural or permanent changes made by Lessee shall be at the sole cost and expense of Lessee.

Section 9.02. If the Agreement is terminated by the Lessor during the Initial Term, the Lessor shall pay to the Lessee a termination fee (“Termination Fee”) equal to the unamortized cost of any alteration or improvements constructed by Lessee.

Notwithstanding any provision in this Agreement to the contrary, with respect to any right of termination by the Board provided by this Agreement or otherwise, upon the exercise of which this Agreement requires the Board to pay a Termination Fee to FOB, the payment of which must be appropriated and/or certified pursuant to Section 5705.41 and/or 5705.412 of the Ohio Revised Code (or such other provisions of the Ohio Revised Code inclusive of any successor provisions to said Sections or provisions), such appropriation and/or certification (along with any other conditions to be satisfied to permit the Board to pay, lawfully, such Termination Fee) shall be a condition precedent to the Board’s right to terminate this Agreement (i.e., upon the failure to satisfy such condition precedent, the Board shall not be permitted to exercise its right of termination of this Agreement where such right of termination would require, under this Agreement, the payment by the Board to the FOB of a Termination Fee).

Article X.
Lessor’s Access

Section 10.01. The Lessor, its agents or employees shall have the right to inspect said property at all reasonable times with reasonable notice.

Article XI.
Default and Remedies

Section 11.01. If the Lessee fails to pay an installment of the Rental fee within thirty (30) days after receipt of notice that such payment is past due; fails to comply with any of the other terms, covenants, conditions or obligations of this Agreement for thirty (30) days after written notice thereof from the Board; ceases using the Leased Premises; commits (or permits to be committed) any unnecessary damage to the Property that is not promptly repaired; or admits in writing its inability to pay its debts generally as they become due, the Board, at its option, may

terminate this Agreement by giving written notice to the Lessee and may exclude the Lessee from the Property.

Notwithstanding the preceding, prior to exercising any rights to terminate this Lease as a result of a default by the Lessee, Lessor shall provide written notice as described in Section 20 below of such default and shall allow FOB at least thirty (30) days from the date of such notice to cure such default.

Section 11.02. The waiver of any breach of any covenant or condition herein contained, shall not be taken to be a waiver of any subsequent breach of the same or any other covenant or condition, nor shall the failure of the Board to enforce rights or seek remedies upon default of the Lessee, prejudice or affect the rights or remedies of the Board in the event of any subsequent default by the Lessee.

Article XII.
Liens

Section 12.01. Lessee shall cause no liens to be placed upon premises resulting from its leasing or use. Lessee agrees that it shall not suffer or permit to be created, or to remain, any lien or claims thereof (arising out of any work done or services, material, equipment or supplies furnished for or at the request of Lessee or by or for any contractor or subcontractor of Lessee) which is or may become a lien upon the Leased Premises or any part of any thereof or in the income there from or any fixture, equipment or similar property therein.

Article XIII.
Holding Over

Section 13.01. In the event Lessee, with or without the express or implied consent of said Lessor, continues to hold and occupy said Leased Premises after the expiration of the term of this Lease, such holding over beyond the term and acceptance or collection of rent by Lessor, shall

operate and be construed as creating a tenancy from month to month and not for any other term whatsoever, but the same may be terminated by said Lessor by giving said Lessee thirty (30) days written notice thereof, and at any time after such termination said Lessor may reenter and take possession of said Leased Premises, any rule in law in equity to the contrary notwithstanding.

Article XIV.

Surrender of Premises

Section 14.01. Lessee shall, without demand therefor and at its own cost and expense, within ten (10) days after expiration or sooner termination of the term hereof, or of any extended term hereof, remove all property belonging to it, repair all damage to the Leased Premises caused by such removal, and restore the Leased Premises to the condition at the commencement of the Lease, reasonable wear and tear excepted. Any property not so removed shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor without reimbursement to Lessee. Notwithstanding the foregoing provisions of this paragraph, at the end of the term Lessee may elect, in its sole discretion, to remove any non-fixtured structural improvements which it may have made in the building with the consent of Lessor as hereinabove provided (in which event it shall repair any damages to the building caused by such removal) or to abandon such improvements in place (in which event such improvements shall become the property of Lessor).

Article XV.

Captions

Section 15.01. The captions herein are for convenience and reference only.

Article XVI.

Governing Law

Section 16.01. This Lease Agreement shall be construed under the laws of the State of Ohio.

Article XII.
Severability

Section 17.01. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Article XIII.
Compete Agreement

Section 18.01. This Lease constitutes the sole and complete agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereof.

Article XIX.
Notice

Section 19.01. All notices or requests to be given to the parties hereto shall be deemed to be properly given, if they are sent by U.S. Certified Mail to the other party, and addressed as follows:

If they are addressed to the Lessor, at:

Chief Operating Officer
Cleveland Municipal School District
1380 East Sixth Street
Cleveland, Ohio 44114;

With a copy to

Chief Legal Officer at the same address

If addressed to Lessee, at:

President
Friends of Breakthrough Schools
3615 Superior Avenue; Suite 3103A
Cleveland, OH 44114

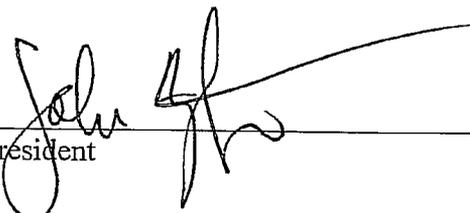
With a copy to:

Chief Operating Officer
Breakthrough Charter Schools
10118 Hampden Avenue
Cleveland, Ohio 44108

Such communications sent by certified mail shall be deemed to have been served, given and received when enclosed in a properly addressed, sealed envelope and deposited, postage prepaid, in a post office or box regularly maintained by the United States Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

FRIENDS OF BREAKTHROUGH SCHOOLS **THE BOARD OF EDUCATION OF THE
CLEVELAND MUNICIPAL SCHOOL
DISTRICT**

By:  _____
President

By: _____
Chair of the Board of Education

By: _____
Chief Executive Officer

By: _____
Chief Financial Officer

Exhibit A
Legal Description

To be completed

Exhibit B
CMSD Custodian Duties

Reports to: Manager

Department: Operations

Classification: Custodian (Union)

Division: Facilities

FUNCTION: To perform all necessary tasks personally or with the aide of such other employees as are provided, and to be responsible for the proper care, operation, heating, cleaning, maintenance, and repair of any school building in the Cleveland Metropolitan School District to which he/she is assigned; to supervise and to instruct other employees in the proper performance of their duties and to control all assigned school property; to operate, maintain, and make repairs to the boilers, stokers, fans motor, and other equipment to be found in a school building; to clean and maintain the building, lawn, shrubbery, walks and playground in the neat and approved manner; to supervise, instruct and assist other employees in doing the work required efficiently and economically.

DUTIES AND RESPONSIBILITIES:

- Assists in the selection, scheduling, orientation, and training of the building level school facilities staff
- Plans, organizes, monitors, directs, and controls all maintenance and repair work maintaining a high standard of safety, cleanliness, and efficiency of building and grounds
- Monitors the time records of all school facilities employees in the school or facility, and certifies them for salary payment
- Monitors performance of trades personnel and contractors and certifies their names for payment
- Evaluates the performance of school facilities employees in a timely manner
- Promotes the safety, health, comfort of students and employees
- Oversees the regulation of heat, ventilation, and air conditioning systems to provide temperatures appropriate to the season and to ensure economical usage of fuel, water, and electricity
- Ensures that all exit doors have free egress and are working properly when school is in session
- Makes building repairs as he/she is capable of
- Reports immediately to the principal or person in charge any damage to school property
- Remains on the school premises during school hours and during non-school hours when the use of the building has been authorized and his/her attendance is required by the Chief of the Business Operations Department
- Responsible for the opening and closing of the building each school day and assures before leaving that all doors and corridors are secured
- Keeps an inventory of supplies, equipment, tools and fuel on hand and requisitions that same in a timely manner
- Conducts an ongoing program of preventive maintenance, upkeep and repair in accordance with the established facilities Division Maintenance Manual and Log
- Supervises the work of all school facilities staff assigned to the facility
- Performs other related duties as required

QUALIFICATIONS:

- Associated Degree in related area preferred
- High School Diploma or GED required
- Successful completion of Civil Service Examination required
- Two (2) or more years as legally appointed Assistant Custodian with the Cleveland Metropolitan Schools
- Valid Third Class Stationary Engineers License issued by the State of Ohio
- Good work record including performance, attendance and punctuality

STATE OF OHIO :
 : SS.
COUNTY OF CUYAHOGA:

Before me, a Notary Public in and for said County, personally appeared _____, of said Board of Education of the Cleveland Municipal School District, Cuyahoga County, Ohio, who acknowledged that they did sign the foregoing instrument on behalf of, the said Board of Education of the Cleveland Municipal School District, Cuyahoga County, Ohio; and that said instrument is the voluntary act and deed of such officers and the voluntary act and deed of said Board of Education of the Cleveland Municipal School District, Cuyahoga County, Ohio.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by official seal this _____ day of _____, 2013.

Notary Public

STATE OF OHIO :
 : SS.
COUNTY OF CUYAHOGA :

Before me, a Notary Public in and for said County, personally appeared John J. [unclear], of Cleveland, Ohio, who acknowledged that he/she did sign the foregoing instrument as authorized representative of Friends of Breckthrough School; and that said instrument is the voluntary act and deed as such representative on behalf of said entity, Cuyahoga County, Ohio.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25th day of July, 2013.

[Signature]
Notary Public

**FRIENDS OF BREAKTHROUGH SCHOOLS
FRIENDS OF BREAKTHROUGH CAPITAL**

1244

08-11

1417 E 36TH ST
CLEVELAND, OH 44114-4116

6-12/410
375

Date July 25, 2013

Pay to the Order of: Cleveland Municipal School District

\$ 2.00

Two and 00/100 Dollars



PNC Bank, N.A. 070

For NW15-2 yr rent 2013-14 2014-15

⑆001244⑆ ⑆041000124⑆ 4258579388⑆

MP

9
8-23-13

Article XII.
Severability

Section 17.01. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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If they are addressed to the Lessor, at:

Chief Operating Officer
Cleveland Municipal School District
1380 East Sixth Street
Cleveland, Ohio 44114;

With a copy to

Chief Legal Officer at the same address

\$2
FY 13/14
FY 14/15

NWIS
rent
\$2

BOARD APPROVED

LEASE

ARTICLE I - PREMISES

SECTION 1.1 - LEASED PREMISES

For and in consideration of the rents and covenants herein contained, Tylerville, LLC ("Landlord") does hereby demise and lease to Cleveland Entrepreneurship Preparatory School ("Tenant"), and Tenant does hereby lease and hire from Landlord, for the purposes hereinafter set forth, certain premises (the "Premises") within buildings 10, 15 and 20 (collectively, the "Building") of Landlord's commercial real estate development know as Tyler Village (the "Complex"), which Premises is more fully described in Section 2 of Exhibit "A" and highlighted on the lease plan attached hereto as Exhibit "B."

SECTION 1.2 - THE COMMON AREAS

The term "Common Areas," as used in this Lease, refers to the areas of the Building (as defined in Exhibit "A") and Complex (or the areas designated as such on the site plan attached hereto as Exhibit "D") and the land, which are designed for use in common by all Tenants of the Building or Complex and their respective employees, agents, customers, invitees and others, and includes, by way of illustration and not limitation, hallways, lobbies, elevators, restrooms, stairways, sidewalks, driveways, parking areas, and landscaped areas. During the term of this Lease, Tenant and Tenant's agents, employees, and invitees shall have a non-exclusive license to use, in common with Landlord and Landlord's tenants and the agents, employees, and invitees of each, the Common Areas of the Building and Complex, subject, however, to applicable Building rules, regulations and security measures.

Landlord reserves the right to alter or vary the Common Areas from time to time so long as any such changes do not: (i) increase Tenant's obligations under this Lease; (ii) have an adverse impact on Tenant by way of a reduction of facilities available for Tenant's use (including parking provided for Tenant's use at the Complex); (iii) impair access to and from the Premises, Building or Complex, without providing a reasonable alternative; (iv) reduce the visibility, in any material respect, of Tenant's Premises or any permitted exterior signage from adjacent roadways or entry points of the Complex; (v) interfere with Tenant's use of the access corridor and freight elevator serving the Premises (as shown on Exhibit "B") without providing a reasonable alternative; or (vi) unreasonably interfere with Tenant's use and enjoyment of the Complex, Building or Premises.

SECTION 1.3 - PARKING

Upon Landlord's completion of the parking garage in building 44 and 44A of the Complex, as shown on the site plan for the Complex attached as Exhibit "D", indoor parking spaces for Tenant's employees shall be initially available for lease at a cost of \$50 monthly per space. Tenant, its employees, agents, licensees and invitees (the "Tenant Parties"), shall also have the non-exclusive right to use the outdoor vehicle parking areas serving the Building and Complex on a first come, first served basis without cost to Tenant or the Tenant Parties. The

same privilege has been or will be given to other occupants in the Building or Complex and to their respective employees, agents, customers, and invitees, and neither Tenant hereunder nor any other occupant of the Complex is entitled to any particular assigned spaces in said parking areas. The Landlord shall have no responsibility or liability for the security or patrolling of such parking areas, or for the unauthorized use of such parking spaces by other persons; nor for any damage or loss of any vehicle while parked on the Premises.

SECTION 1.4 - CONSTRUCTION AND CONDITION OF PREMISES

Landlord shall construct certain improvements to the Premises, which consist of the Base Building Improvements and Interior Improvements, all as defined and set forth in Exhibit "C" hereof (referred to in this Lease as "Landlord's Work"). Landlord shall deliver the Premises as shown on Exhibit "B" complete and ready for occupancy. Landlord's Work shall be constructed in accordance with the terms of this Lease and Exhibit "C".

Landlord's Work shall be performed in compliance with all applicable federal, state and local laws, rules, regulations and ordinances, including, without limitation, the Americans with Disabilities Act of 1990, as amended, and any such laws, rules, regulations and ordinances governing the operation of a community school within the Premises. Landlord shall not deliver possession of the Premises to Tenant until Landlord's Work is "substantially completed", which, for purposes of this Lease, shall mean that (i) Landlord's Work is completed except for mechanical adjustments or minor details of construction or decoration, which do not unreasonably interfere with or prevent Tenant from occupying and operating a community school within the Premises and installing trade fixtures or furnishings or performing any other work at the Premises required of Tenant pursuant to this Lease; (ii) Landlord has obtained a Certificate of Occupancy, or Temporary Certificate of Occupancy if the local jurisdiction will not issue a permanent Certificate of Occupancy on completion of Landlord's Work, and other permits required for Tenant's occupancy of the Premises (except to the extent Tenant is required to obtain such permits under any applicable laws, rules or regulations); and (iii) the design architect for Landlord's Work certifies that Landlord's Work has been completed in accordance with the Plans and Specifications (as defined in Exhibit "C"). Tenant may begin installation of Tenant's trade fixtures and furnishings or performance of other work in the Premises prior to the substantial completion of the Landlord's Work, so long as Tenant's work in the Premises does not unreasonably interfere with Landlord's ability to complete the Landlord's Work. Within seven (7) days after the date Landlord delivers possession of the Premises to Tenant, Landlord and Tenant shall perform a walk-through of the Premises to create a punch-list of those items of Landlord's Work not yet completed, and thereafter Landlord shall cause such punch-list items to be completed within twenty (20) days following the date Landlord and Tenant perform the walk-through of the Premises and develop the punch-list. Subject to the warranties provided below, Landlord's Work shall be deemed approved by Tenant when possession is delivered and Landlord's Work is substantially completed, except for mechanical adjustments and minor details of construction and decoration, which are subject to Tenant's reasonable approval upon their completion. Notwithstanding anything contained in this Lease to the contrary, (a) Landlord's Work shall be warranted to be free of defects in material and workmanship for a period of the later of (i) Landlord's warranty period from the contractors who performed work; and (ii) one (1) year after the date that possession of the Premises is delivered to Tenant in the condition required by this Lease and Landlord's Work is substantially completed, provided,

however, that such limitation shall not apply to latent defects discovered after such one year period; (b) Landlord shall be responsible for remedying any pre-existing violations of any applicable laws, rules, regulations and ordinances relating to the Premises, which shall be completed as part of Landlord's Work; and (c) Landlord represents and warrants to Tenant that on the date that possession of the Premises is delivered to Tenant (i) the passenger and freight elevators and plumbing, heating, air conditioning, electrical, lighting, fire protection (if required by code) and other systems within or serving the Building and Premises shall be in good working order and repair, in compliance with all applicable governmental building codes and sufficient for Tenant's intended use of the Premises as a community school; (ii) the Premises will be in a broom-clean condition with all of the prior tenant's, if any, inventory, fixtures and personal property removed therefrom; and (iii) there will be no leaks in the ceilings or other portions of the Building or Premises (other than the garage area). Any work required for the foregoing representations and warranties to be true and accurate is included in Landlord's Work.

Tenant has the right, but not the obligation, at its sole cost, to (i) have an independent licensed architect reasonably acceptable to Landlord review the Plans and Specifications for Landlord's Work and any certifications issued in connection with any request for payment made by the Contractor (as defined in Exhibit "C"); and (ii) review and approve any request for payment made by the Contractor in connection with Landlord's Work. Landlord shall immediately notify Tenant of any request for payment made by Contractor and provide Tenant with copies of any documents the Contractor has provided Landlord in support of such request, and Tenant shall notify Landlord of Tenant's approval or rejection of such payment within three (3) business days after receipt of Landlord's notice and all supporting documents provided by the Contractor. In no event will Tenant's review of the Plans and Specifications or review and approval of Contractor's request for payment be deemed a waiver of any of the rights, duties or obligations of Landlord or Tenant under this Lease.

SECTION 1.5 - RIGHT TO LEASE ADDITIONAL SPACE

(a) Landlord shall hold all rentable space on the third and fourth floors of buildings 10, 15 and 20 consisting of approximately 25,992 square feet of rentable space on each of the third and fourth floors (the "Reserved Space") solely for lease by Tenant in accordance with the terms and conditions of this Section 1.5. The Reserved Space is depicted on Exhibit "B-1" attached to this Lease. Tenant shall have the right (the "Expansion Rights") to lease, from time to time, all or a portion of the Reserved Space, provided that such portion is not less than approximately 15,000 contiguous square feet of rentable space (the "Expansion Space"), at any time during the five (5) year period commencing as of the Commencement Date. Tenant's lease of any Expansion Space shall be upon the same terms and conditions as are set forth in this Lease, subject to the following:

(1) Tenant may exercise the Expansion Rights solely by written notice (the "Expansion Notice") to Landlord designating the portion of the Reserved Space Tenant intends to lease and the date upon which Tenant requires delivery of possession of the Expansion Space ("Expansion Space Delivery Date").

(2) Upon Tenant's proper exercise of its Expansion Rights, Landlord and Tenant shall enter into an amendment to this Lease adding the Expansion Space designated in the Tenant's Expansion Notice to the Premises leased hereunder.

(3) Rent for the Expansion Space shall be equal to the then payable base rent under this Lease; provided, however, in the event Landlord provides financing for Tenant's construction of Tenant's improvements to the Expansion Space ("Landlord's Expansion Financing") as contemplated under Section 18.16 hereof, the rent for the Expansion Space shall be increased by the required amortization of Landlord's Expansion Financing as calculated pursuant to Section 18.16, subject, however, to adjustment in accordance with Section 5(b) of Exhibit "A."

(4) Tenant may, in Tenant's sole discretion, elect to either (i) extend the initial term of this Lease, as amended to include the Expansion Space, to July 1 of the tenth (10th) calendar year following the calendar year in which Tenant commences paying rent for the Expansion Space, or (ii) add the Expansion Space to this Lease without amending the initial term hereof.

(5) Landlord shall deliver the Expansion Space to Tenant on the Expansion Space Delivery Date in its then current "as-is" condition, provided that on the date that possession of the Expansion Space is delivered to Tenant (i) the passenger and freight elevators and plumbing, heating, air conditioning, electrical, lighting, fire protection (if required by code) and other systems within or serving the Expansion Space shall be in good working order and repair, in compliance with all applicable governmental building codes; (ii) the Premises will be in a broom-clean condition with all of any prior tenant's or Landlord's, if any, inventory, fixtures and personal property removed therefrom; and (iii) there will be no leaks in the ceilings, roof or other portions of the Expansion Space.

(6) Tenant shall commence paying rent for the Expansion Space upon the earlier of (i) the date Tenant begins conducting educational instruction within the Expansion Space, or (ii) the first day of the ninth (9th) calendar month after Tenant delivers the Expansion Notice to Landlord in accordance with this Section 1.5.

(b) Notwithstanding the foregoing, in the event Tenant fails to exercise Tenant's Expansion Rights by:

(i) January 1, 2010, with respect to entire portion of the Reserved Space on the third floor of Buildings 10, 15 and 20, then Landlord shall have the right to market up to 15,000 contiguous rentable square feet of the Reserved Space comprising the fourth floor of Buildings 10, 15 and 20 for lease;

(ii) January 1, 2011, with respect to the portion of the Reserved Space comprising not less than 15,000 contiguous rentable square feet of the fourth floor of Buildings 10, 15 and 20, then Landlord shall have the right to market the Reserved Space comprising the fourth floor of Buildings 10, 15 and 20 for lease; and

(iii) January 1, 2012, with respect to the remaining unleased portion of the Reserved Space on the fourth floor of Buildings 10, 15 and 20, then Landlord shall have

the right to market the remaining unleased portion of the Reserved Space on the fourth floor of Buildings 10, 15 and 20 for lease;

provided, however, if Landlord receives a bona fide offer from a third party to lease any portion of the Reserved Space so released from Tenant's Expansion Option according to this Section 1.5(b) within the five (5) year period following the Commencement Date, which offer Landlord intends to accept, Landlord shall deliver written notice to Tenant within seven (7) business days of Landlord's receipt of such offer of Landlord's intent to lease the subject portion of the Reserved Space (along with a copy of such offer), and Tenant shall have fifteen (15) days after receipt of Landlord's notice to elect to lease the subject portion of the Reserved Space according to subsection (a) of this Section 1.5. In the event Tenant refuses to lease the subject portion of the Reserved Space or fails to respond to Landlord within said 15-day period, Landlord may proceed with the lease of the subject portion of the Reserved Space to said third party.

(c) Landlord and Tenant acknowledge that Landlord does not intend to raze Building 22 of the Complex and construct a playground in place thereof, for Tenant's non-exclusive use, until Tenant has exercised Tenant's Expansion Rights with respect to the Reserved Space on the third floor of Buildings 10, 15 and 20; provided, however, that Landlord is under no obligation to raze Building 22 under the terms of this Lease.

(d) In the event that following the five (5) year period following the Commencement Date Tenant has not exercised Tenant's Expansion Right with respect to any portion of the Reserved Space, Tenant shall commence paying to Landlord, along with Tenant's monthly rent installments, the previously unamortized cost of Landlord's Work due to application of the Rental Cap (as defined in Section 5(b) of Exhibit "A"), which unamortized costs are defined in Section 5(b) of Exhibit "A" as the "Amortization Deficiency," and which are payable in accordance with the amortization schedules to be attached and incorporated into this Lease from time to time according to Section 5(b) of Exhibit "A." Tenant shall not, however, be required under this Section 1.5(d) to pay to Landlord any previously unpaid portion of the Amortization Deficiency for the five (5) year period following the Commencement Date, and shall only be required to pay to Landlord the then current monthly amortization of the Amortization Deficiency.

ARTICLE II - TERM

SECTION 2.1 - TERM OF LEASE

Except as hereinafter provided, the Commencement Date, Term, and Expiration Date of this Lease shall be as set forth in Section 4 of Exhibit "A".

SECTION 2.2 - DELAYED OCCUPANCY

If the Commencement Date does not occur on or before December 15, 2008 for any ~~reason that is not the fault of Tenant, then the date upon which rents and all other charges~~ payable hereunder (and the period for which such amounts are attributable) are due and payable (referred to in Exhibit "A" as the "Rent Commencement Date") shall be delayed by one (1) days for each day after December 15, 2008 that the actual Commencement Date is delayed. If for any

reason whatsoever Landlord fails to deliver possession of the Premises by August 1, 2009, then Tenant may terminate this Lease by notice to Landlord given at any time after August 1, 2009.

SECTION 2.3 - EARLY OCCUPANCY

If, at the Tenant's request, Landlord shall make the Premises available to Tenant prior to the Commencement Date for the purpose of installing fixtures and equipment or moving inventory into the Premises, then all of the terms and provisions of this Lease shall be in full force and effect from and after the date that Tenant shall first occupy said Premises or any part thereof; provided, however, Tenant's obligation to pay rent shall not commence until the Rent Commencement Date.

SECTION 2.4 - QUIET ENJOYMENT

If and so long as Tenant performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by Tenant hereunder and is not in default of this Lease beyond the lapse of any applicable notice and cure period, Tenant shall, at all times during the term hereof, have the peaceable quiet enjoyment and possession of the Premises without any interference from Landlord or any person or persons claiming through or under Landlord.

SECTION 2.5 - SURRENDER OF POSSESSION

Upon the expiration of the term or earlier termination of this Lease, Tenant shall surrender and deliver possession of the Premises to Landlord together with all additions, alterations, improvements and replacements thereto (whether made by Tenant or Landlord and without any compensation or credit to Tenant) in broom-clean condition and in good condition and repair, excepting only ordinary wear and tear and damage caused as a result of a casualty or condemnation as provided for in Article VII and Section 17.1. If any of Tenant's fixtures, equipment or other personal property kept in or about the Premises shall not have been removed therefrom prior to the surrender of the Premises hereunder, such personal property, at the option of the Landlord, shall upon ten (10) business days prior written notice to Tenant be deemed abandoned by Tenant and title thereto shall pass to Landlord without payment, notice or credit by Landlord to Tenant, and Landlord may store and/or dispose of same as it deems fit without any liability to Tenant or any other person.

SECTION 2.6 - HOLDING OVER

If Tenant shall remain in possession of all or any part of the Premises after the expiration of the term of this lease, Tenant shall be deemed a tenant of the Premises from month-to-month, at a monthly rental equal to 100% of the monthly rental then being paid by Tenant for the first two (2) months of any holdover and 150% of the monthly rental then being paid by Tenant thereafter, and subject to all the other terms and conditions of the within Lease which are not inconsistent with such month-to-month tenancy. Nothing herein contained shall be deemed a consent to or approval of, or to excuse, any holding over by Tenant without Landlord's prior written consent or without a new written agreement between the parties. Negotiations shall not be construed as an agreement to renew or enter into a new lease agreement.

SECTION 2.7 – TENANT’S TERMINATION RIGHT

Tenant has the right to terminate this Lease and the remaining term hereunder (the “Termination Option”) in the event, at any time during the term if this Lease, Tenant is prohibited from operating a community school within the Premises, for any reason whatsoever, including, but not limited to, loss of Tenant’s charter contract for operation of a community school. Tenant may exercise the Termination Option solely by delivering to Landlord written notice of Tenant’s intent to exercise the Termination Option (the "Termination Notice"), in which event this Lease shall terminate on the date that is thirty (30) days after Tenant’s delivery of the Termination Notice to Landlord. Upon termination of this Lease, the parties are released from any further liability or obligation under this Lease (except for any liability or obligations that expressly survive the termination or expiration of this Lease). Tenant agrees to provide written notice to Landlord of any notice that Tenant receives from the State of Ohio, the Cleveland Metropolitan School District or any other party having jurisdiction over Tenant concerning the threatened or eminent termination of Tenant’s charter contract.

ARTICLE III - RENT

SECTION 3.1 - BASE RENT AND ADDITIONAL RENT

Tenant shall pay, (i) as base rent for the Premises, the sum specified in Section 5(a) of Exhibit “A,” and (ii) as additional rent the sums specified in Sections 5(b), (c) and (d) of Exhibit “A” as well as all other sums designated as “additional rent” under this Lease, which sum(s) shall be paid in equal consecutive monthly installments, unless Landlord bills the sums otherwise as expressly permitted under the terms of this Lease. As used in this Lease, the term “rent” means all base rent, additional rent and other charges payable by Tenant to Landlord under this Lease. Landlord shall not be required to accept any such sums paid if Tenant is in default hereunder beyond the lapse of any applicable notice and cure period. The monthly installments are payable in advance, without demand, deduction or offset, on or before the first day of each and every calendar month during the term of this Lease. Any such amount payable with respect to a period of time beginning prior to the commencement or ending after the expiration of the term hereof or for any partial month shall be prorated based on the number of days in the applicable time period, provided Tenant shall only be responsible for payment of additional rent applicable to the term of this Lease.

SECTION 3.2 - LATE CHARGES

All rent and other charges payable under this Lease which are not paid when due shall be subject to a \$50.00 late fee, plus interest equal to two percent (2.0%) plus the Prime Rate as announced in the Money Rates section of the *Wall Street Journal* on the date such interest charge becomes payable, commencing the second day of the month in which such amount is due (if such amount is not paid during any applicable grace or cure period) and continuing until paid in full, computed upon the amount which is in default; not, however, to the exclusion of any other remedy for breach or default available to Landlord. In the event Landlord is required to process a check from Tenant, which has been returned by the bank due to any act or omission of Tenant,

Landlord shall be entitled to immediate payment of a handling charge of \$50.00 in addition to any late payment charges Landlord incurs in connection with such returned check and arrearages.

SECTION 3.3 - SECURITY DEPOSIT

Intentionally Omitted.

SECTION 3.4 - TAXES AND ASSESSMENTS

(a) Tenant shall pay to Landlord as additional rental during the calendar year of the term hereof, Tenant's pro rata share, as stated in Section 2(d) of Exhibit "A", of the cost of all real estate taxes, charges and assessments, levied or assessed for the calendar year upon and against the Premises in excess of the cost of such taxes and assessments levied or assessed upon and against the Premises as specified in Section 5(d) of Exhibit "A". Taxes applicable to periods beginning prior to the first year of the Lease or ending subsequent to the final year of the Lease term shall be equitably apportioned, provided Tenant shall only be obligated to pay an amount prorated for the period Tenant occupied the Premises.

(b) Tax Credits.

In the event that real estate taxes for any tax year are reduced during the term of this Lease for any reason, including the Premises being deemed exempt from real estate taxes due to Tenant's use of the Premises as a community school, Landlord agrees to provide Tenant with written notice of the reduction following receipt of the final determination and to issue a credit for Tenant's share of any overpayment within the earlier of (i) thirty (30) days following Landlord's receipt of any reimbursement for such overpayment of taxes or (ii) ninety (90) days of the notification date.

SECTION 3.5 - PAYMENT OF FIRE AND EXTENDED COVERAGE INSURANCE

Tenant shall pay to Landlord, as additional rent, during each calendar year of the term hereof, Tenant's pro rata share as stated in Section 2(d) of Exhibit "A" of the cost of Landlord's insurance, (including fire, extended coverage, public liability and property damage) maintained by Landlord with respect to the Building or Complex of which the Premises forms a part, without altering coverage amounts, over Landlord's insurance costs as specified in Section 5(d) of Exhibit "A".

SECTION 3.6 - PAYMENT OF COMMON AREA MAINTENANCE CHARGES

Tenant shall pay to Landlord, as additional rent, Tenant's pro rata share, as stated in Section 2(d) of Exhibit "A", of the cost of operating and maintaining the Common Areas of the Building and Complex designated as "Operating Costs" in Section 5(d) of Exhibit "A". Notwithstanding anything contained in this Lease or Section 5(d) of Exhibit "A", "Operating Costs" shall not include: (i) expenses not related exclusively to the Common Areas; (ii) reserves for future expenses; (iii) legal and accounting fees and expenses; (iv) income, transfer, excess profit, succession, capital levy, estate, gift, inheritance or franchise taxes; (v) items for which Landlord receives reimbursement from other sources or is otherwise reimbursed under this Lease; (vi) expenses for repairs or maintenance which are covered by warranties, guaranties or

service contracts (excluding any mandatory deductible); (vii) payments on mortgages or other indebtedness; (viii) ground rents; (ix) expenses incurred in leasing or procuring tenants; (x) advertising expenses; (xi) salaries, fringe benefits and other compensation for executives above the level of manager; (xii) expenses for repairs and other work occasioned by fire, windstorm or other insurable casualties; (xiii) costs of correcting construction defects; (xiv) expenses related to environmental matters; and (xv) costs of new improvements or new construction, including replacements to the roof and parking lot.

SECTION 3.7 – RECONCILIATION OF CHARGES FOR TAXES, INSURANCE AND COMMON AREA MAINTENANCE

Notwithstanding anything contained in this Lease to the contrary, (i) Tenant's pro rata share of the additional rent payable under Sections 3.4, 3.5 and 3.6 of this Lease and Section 5(d) of Exhibit "A" for calendar year 2009 shall not exceed \$1.17 per square foot of the premises, and (ii) the amount of additional rent payable by Tenant under Sections 3.4, 3.5 and 3.6 of this Lease and Section 5(d) of Exhibit "A" during each calendar year of the term of this Lease subsequent to calendar year 2009 shall not exceed one hundred and four percent (104%) of the amount payable for such items of additional rent during the immediately preceding calendar year, provided that Landlord's insurance costs, utilities, taxes and assessments for the Premises and snow and ice removal charges shall not be subject to the 104% limitation. After the end of each calendar year, Landlord shall supply Tenant with a statement covering all additional rent enumerated in Sections 3.4, 3.5 and 3.6 and a determination of Tenant's Proportionate Share thereof. In the event the amount Tenant paid for such additional rent is less than Tenant's Proportionate Share, Tenant shall pay to Landlord such deficiency within ten (10) days after receipt of Landlord's determination thereof. Alternatively, if the amount Tenant paid is in excess of Tenant's Proportionate Share, Landlord shall provide Tenant with a credit in the amount of such overpayment against the next payment due from Tenant under this Lease (or pay such sums directly to Tenant along with the annual statement of additional rent if the Lease has expired).

ARTICLE IV - UTILITIES

SECTION 4.1 - UTILITIES

Tenant shall promptly pay for all utilities (whether separately metered or sub-metered) furnished to the Premises from the date Tenant takes possession of the Premises and continuing throughout the term of this Lease and any extension or holdover periods, including but not limited to, electric, gas, water and sewer charges. Tenant shall also replace, as necessary, all electric light lamps, bulbs and/or tubes and ballasts serving the Premises.

Notwithstanding anything contained herein to the contrary, (a) Landlord represents and warrants to Tenant that all required utility services shall be available at the Premises on the Commencement Date; (b) if Landlord supplies any such utility to Tenant, then Tenant shall not be required to pay for such utility an amount in excess of the cost of such utility as provided by the applicable utility company; and (c) any utility lines, pipes, conduits or other utility components in the Premises serving other portions of the Building may only be located within columns, above the ceiling or beneath the floors of the Premises. With respect to utilities supplied by Landlord to Tenant, Tenant acknowledges that it will pay all such utility bills

presented by Landlord to Tenant and that, no bills for such utility services will be adjusted to comply with clause (b) of the immediately preceding sentence, unless Tenant provides Landlord with adequate documentation that evidences a lower cost for Tenant to obtain similar utility services directly from the applicable utility company.

In the event a sub-meter fails for any period, payments shall be made by Tenant based on estimated use reflecting Tenant's consumption history at the time of failure, and Landlord shall use its reasonable best efforts to cause such sub-meter to be repaired or replaced; provided, that such failure is not due to the acts of Tenant or Tenant's officers, employees, representatives, agents or invitees.

SECTION 4.2 - INTERRUPTION OF SERVICES

Tenant understands and acknowledges that any one or more utilities or other building services may be interrupted by reason of accident, failure of equipment, emergency or other causes beyond Landlord's control, or may be discontinued or diminished temporarily by Landlord or other persons until certain repairs, alterations or improvements can be made; that Landlord does not represent or warrant the uninterrupted availability of such utilities or building services and that any such interruption shall not be deemed an eviction or disturbance of Tenant's right to possession, occupancy and use of the Premise or any part thereof, or render Landlord liable to Tenant for damages by abatement of rent or otherwise, or relieve Tenant from obligations to perform its covenants under this Lease. Upon any interruption of utilities or other building services, Landlord shall use its best efforts to cause such utility or service to be restored as soon as practicable. Notwithstanding anything contained herein to the contrary, if any utility serving the Premises is interrupted as a result of the acts or negligence of Landlord or its agents, employees or contractors and continues for more than forty-eight (48) hours, then base rent and all other charges shall abate from the date of the interruption until the service is fully restored to Tenant.

ARTICLE V - USE OF PREMISES

SECTION 5.1 - PERMITTED USE

The Premises shall be used solely for the purposes specified in Section 3 of Exhibit "A" in the normal course of business in Tenant's trade or industry and in accordance with the terms and conditions set forth in this Lease and for any lawful purpose that is commensurate with Tenant's permitted use. Tenant shall not use or occupy, or permit the use or occupancy of the Premises, in any manner as might constitute a nuisance; or violate the terms and conditions of this Lease; or any applicable laws, codes, ordinances, rules and regulations; or of any certificate of occupancy applicable to the Premises; or for any purpose or in any manner liable to cause damage to the Premises or Building. Landlord acknowledges and agrees that the intended use of Tenant does not violate the terms of any agreement to which the Building or Complex are subject.

SECTION 5.2 - COVENANTS REGARDING USE

In connection with its use of the Premises, Tenant agrees to the following:

(a) Tenant shall not use the Premises or allow the Premises to be used in any manner deemed hazardous because of fire risk or otherwise. Except for commercial products typically used in offices or schools, no Hazardous Materials shall be brought or kept on the Premises or adjacent areas, or stored or used therein, without prior written consent of Landlord. If any of Tenant's operations produce gases, vapors, odors, smoke, residuary material or noise unreasonably disturbing to Landlord or the other tenants of Landlord's property, Tenant will, on Landlord's written request, forthwith cease such operation or install ventilating or other apparatus to eliminate such disturbances. If Tenant installs equipment which unbalances or overloads electrical equipment or wiring in or about the Premises, Tenant shall correct such unbalanced or overloaded condition and replace any equipment or wiring thereby damaged at Tenant's own expense. Tenant shall not deposit oil, grease, solvents or similar substances in sewers or drains serving the Premises. In the event of a spill or release of oil, grease, solvents or similar substances caused by Tenant or Tenant's employees, agents, contractors, subcontractors, or guests, licensees, or invitees, Tenant shall have such sewers and drains cleaned at Tenant's expense.

(b) Tenant shall not use the Premises, or allow the Premises to be used, for any purpose or in any manner inconsistent with its intended use at the time of the execution hereof, which inconsistent use would invalidate any policy of insurance now or hereafter carried on the Building or increase the rate of premiums payable on any such insurance policy unless Tenant reimburses Landlord for such costs as additional rent. Tenant, at its sole expense, shall comply with any and all requirements of any insurance organization or company necessary for the maintenance of fire and public liability insurance covering the Premises at a reasonable cost, but only to the extent any such requirements are imposed as a result of Tenant's specific use of the Premises as a community school. Should Tenant fail to comply with this covenant, Landlord may, after the lapse on any applicable cure period, at its option, require Tenant to stop engaging in such activity or to reimburse Landlord as additional rent for any increase in premiums charged during the term of this Lease on the insurance carried by Landlord on the Premises and attributable to the use being made of the Premises by Tenant which is not consistent with its use at the time of execution hereof.

SECTION 5.3 - ACCESS TO AND INSPECTION OF THE PREMISES

Landlord reserves the right to enter the Premises or any part thereof, at any time in the event of an emergency, and otherwise at reasonable times, after reasonable notice (the parties agree that 24 hours is reasonable advance notice unless the nature of Landlord's entry requires greater advance notice to Tenant), and without unreasonably interfering with Tenant's business, to take any and all reasonable measures, including inspections, repairs, alterations, additions and improvements to the Premises or to the Building, as may be necessary or desirable for the safety, protection or preservation of the Premises or the Building, or as may be necessary in order to comply with any governmental authority; or for the purpose of exhibiting same to prospective tenants (only during the last six months of the last year of the term or any renewal term), purchasers, lenders, or existing mortgagees. Any third party viewing or inspecting the Premises

shall be accompanied by a representative of Landlord and Tenant at all times and any such inspection or entry shall be at such party's sole cost, expense and risk and Tenant shall have no duty to such party whatsoever as a result of this Lease. Landlord acknowledges and agrees that any person desiring to enter the Premises at the request of or on behalf of Landlord, prior to such entry onto the Premises, must submit to Tenant a background check satisfactory to Tenant in accordance with and to the extent required under applicable law. Additionally, any person entering the Premises at the request of or on behalf of Landlord shall immediately upon such entry onto the Premises sign-in at the appropriate office as designated by Tenant from time to time.

In the event of a release of any Hazardous Materials onto the Premises in violation of any Environmental Requirements, Landlord shall have the right (but not the obligation) and without limiting Landlord's other rights under this Lease, after reasonable prior notice to Tenant, to take immediate responsive action, including entering the Premises for testing purposes and implementing such remedial action as it reasonably deems necessary or advisable without interference from Tenant. All reasonable costs and expenses incurred by Landlord in the exercise of any such rights, but only if due to the acts or omissions of Tenant or Tenant's officers, employees, representatives, agents or invitees, shall be payable by Tenant within five (5) days after written demand from Landlord, to be accompanied by copies of paid invoices for such costs and expenses, and in all other circumstances, Landlord shall be responsible for any costs in connection therewith.

SECTION 5.4 - COMPLIANCE WITH LAWS

Tenant shall at its sole cost and expense, comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction relating to the use, conditions and occupancy of the Premises, provided, however, Tenant shall have no obligation to make any alteration or improvement to the Premises, or to the Building, which would constitute a capital improvement. Notwithstanding anything contained in this Lease to the contrary, Tenant's obligation to comply with such laws, ordinances, orders, rules and regulations shall be limited to those circumstances where the necessity for compliance results from Tenant's particular use of the Premises or Tenant's alterations thereto, and in all other circumstances Landlord shall be responsible for compliance therewith.

In cooperation with the Tenant, Landlord shall secure all necessary governmental permits for its use and occupancy of the Premises as are required from time to time and shall provide copies of the same to Tenant upon request or whenever a new permit is required to be obtained.

SECTION 5.5 - COMPLIANCE WITH BUILDING RULES AND REGULATIONS

Rules and regulations governing the use and occupancy of the Building have been adopted by Landlord for the mutual benefit and protection of all the tenants in the Building and/or Complex. Tenant shall comply with and conform to the rules and regulations currently in effect, which are set forth in a schedule attached hereto, made a part hereof and marked Exhibit "E." All such rules and regulations shall be applied and enforced uniformly as to all tenants in the Building. Landlord shall have the right to amend such rules and regulations or to adopt new rules and regulations from time to time in any manner that it deems reasonably necessary or

desirable in order to ensure the safety, care, proper maintenance and cleanliness of the Building and/or Complex and the preservation of order therein. Tenant's obligation to comply with any amended or new rules and regulations adopted by Landlord is conditioned upon (a) Tenant receiving written notice thereof and (b) the rules and regulations (i) being uniformly and non-discriminatorily applied and enforced against all other tenants of the Building and (ii) such rules not increasing Tenant's obligations under this Lease or decreasing Tenant's rights under this Lease in any material respect, or materially impacting Tenant's business.

SECTION 5.6 - ENVIRONMENTAL MATTERS

5.6.1 Definitions.

5.6.1.1 Hazardous Material. Hazardous Material means any pollutant, contaminant, substance or waste containing hazardous substances as those terms are defined or listed in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended ("CERCLA"), and any other individual or class of pollutants, contaminants, toxins, substances, wastes or materials defined, listed, designated, regulated, classified or identified under any Environmental Requirements (defined below). This definition of Hazardous Material includes asbestos and asbestos-containing materials, petroleum or petroleum-based products or derivatives thereof, radioactive materials, flammable explosives, radon gas and polychlorinated biphenyls.

5.6.1.2 Environmental Requirements. Environmental Requirements means all present and future laws, rules, regulations, codes, policies and ordinances, and binding determinations, orders, permits, licenses, injunctions, writs, decrees or rulings of any governmental or judicial authority, relative to or that govern or purport to govern air quality, soil quality, water quality, wetlands, solid waste, hazardous waste, hazardous or toxic substances, pollution or the protection of public health, human health, employee health and safety or the environment, including, but not limited to, CERCLA and the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), as each of these laws may be amended, and any analogous or related federal, state or local statutes and the regulations promulgated pursuant thereto whether currently in existence or hereafter enacted.

5.6.1.3 Environmental Damages. Environmental Damages means all claims, suits, administrative hearings, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, the costs and expenses of investigation and defense of any settlement or judgment, and the costs of environmental investigation, remediation, removal, response or monitoring, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including, without limitation, reasonable attorneys', consultants' and witness' fees and disbursements, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, or beneath the Premises or migrating or threatening to migrate to or from the Premises, or the existence of a violation of Environmental Requirements

pertaining to the Premises, including without limitation, diminution of the value of the Premises and damages for the loss of business and restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity to the Premises.

5.6.2 Tenant's Obligation to Indemnify, Defend, and Hold Harmless. Tenant, its successors and assigns, agree to indemnify, defend, and hold harmless Landlord and its directors, officers, shareholders, members, employees, agents, successors and assigns from and against any and all Environmental Damages arising from activities of Tenant or its employees, agents, contractors, subcontractors, or guests, licensees, or invitees which (1) result in the presence of Hazardous Materials upon, about, or beneath the Premises or migrating to or from the Premises, or (2) result in the violation of any Environmental Requirements pertaining to the Premises and the activities hereon.

5.6.3 Tenant's Obligation to Remediate. Notwithstanding the obligation of Tenant to indemnify Landlord pursuant to this Lease, Tenant shall, upon demand of Landlord, and at its sole cost and expense, promptly take all actions to remediate the Premises which are reasonably necessary to mitigate Environmental Damages and to allow full economic use of the Premises, or are required by Environmental Requirements, which remediation is necessitated by the (1) introduction of Hazardous Material upon, about, or beneath the Premises or (2) a violation of Environmental Requirements, either of which is caused by the actions of Tenant, its employees, agents, contractors, subcontractors, guests, invitees, or licensees. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Premises, the preparation of any feasibility studies, reports, or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off the Premises as required under applicable Environmental Requirements. All such work shall be performed by one or more contractors, selected by Tenant and approved in advance and in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any such actions shall be performed in a good, safe, and workmanlike manner and shall minimize any impact on the business conducted at the Premises or any surrounding property. Tenant shall promptly provide to Landlord copies of testing results and reports and reports that are generated in connection with the above activities, and copies of any correspondence with any governmental entity related to such activities.

5.6.4 Landlord's Right to Remediate. Should Tenant fail to promptly and diligently perform its remediation of any of its obligations described in Paragraph 5.6.3 hereof and after the lapse of any applicable cure period, then Landlord shall have the right, but not the duty, without limitation upon any of the rights of Landlord pursuant to this Lease, following reasonable prior notice to Tenant, to enter the Premises personally or through its agents, consultants, or contractors and perform the same. Tenant agrees to indemnify Landlord for the costs thereof and liabilities therefrom as set forth in Paragraph 5.6.2.

5.6.5 Notification. If Tenant shall become aware of or receive notice or other communication concerning any actual, alleged, suspected, or threatened violation of Environmental Requirements, liability of Tenant for Environmental Damages in

connection with the Premises, activity of any other person that may result in Environmental Damages, or that any representation set forth in this Lease is not or is no longer accurate, then Tenant shall deliver to Landlord, within five (5) days of Tenant's receipt of such notice or communication, a written description of said violation, liability, correcting information, or actual or threatened event or condition, together with copies of any such notice or communication. Receipt of such notice shall not be deemed to create any obligation on the part of Landlord to defend or otherwise respond to any such notification or communication.

5.6.6 Negative Covenants.

5.6.6.1 No Hazardous Material on Premises. Except in strict compliance with all Environmental Requirements, Tenant and Landlord shall not cause or permit any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined, or used upon, about, or beneath the Premises by each party, their agents, employees, contractors, subcontractors, guests, licensees, or invitees, or any other person.

5.6.6.2 No Violations of Environmental Requirements. Landlord and Tenant shall not cause or permit the existence or the commission by them, their respective agents, employees, contractors, subcontractors, guests, licensees, or invitees of a violation of any Environmental Requirements upon, about or beneath the Premises or any portion thereof.

5.6.6.3 No Environmental or Other Liens. Notwithstanding any other provision contained in this Lease, Tenant shall not create or suffer or permit to exist with respect to the Premises, any lien, security interest, or other charge or encumbrance of any kind to the extent that such lien arises out of the actions of Tenant, its agents, employees, contractors, subcontractors, guests, licensees, or invitees.

5.6.7 Landlord's Obligation to Indemnify, Defend and Hold Harmless Concerning Environmental Matters. Landlord, its successors and assigns shall indemnify, defend, and hold harmless Tenant and its directors, officers, shareholders, members, employees, agents successors and assigns from and against any and all Environmental Damages (i) arising from activities of Landlord or its employees, agents, contractors, subcontractors, guests, licensees, or invitees; or (ii) related to any events that occurred prior to the Commencement Date (and were not caused by Tenant, its agents, employees, contractors, subcontractors, guests, licensees, or invitees), which (1) result in the presence of Hazardous Materials upon, about, or beneath the Premises or migrating to or from the Premises, or (2) result in the violation of any Environmental Requirements pertaining to the Premises and the activities thereon.

5.6.8 No Storage Tanks without Written Approval. Tenant agrees that it will not install any aboveground storage tanks, underground storage tanks or waste water treatment facilities or other similar facilities upon, about or beneath the Premises without prior written approval of Landlord. Approval shall be granted or denied at Landlord's sole discretion.

5.6.9 Survival of Environmental Obligations. The obligations of Tenant and Landlord as set forth in Paragraph 5.6 and all of its subparagraphs shall survive termination of this Lease and the expiration of the term.

5.6.10 Landlord's Representations. Landlord represents and warrants to Tenant that, to Landlord's best knowledge, there are no Hazardous Materials within the Premises or the Building or any existing violations of Environmental Requirements in connection with the Premises or Building. Landlord shall, at Landlord's sole cost and expense and in compliance with applicable Environmental Requirements, remove any Hazardous Materials discovered by Tenant at the Premises or Building which Landlord is required to remove under Environmental Requirements or under any laws, rules, regulations, codes, policies and ordinances, and binding determinations, orders, permits, licenses, injunctions, writs, decrees or rulings of any governmental or judicial authority, relative to the operation of a community school within the Premises, during the term of this Lease, unless brought to the Premises by Tenant or any party for whom Tenant is legally responsible.

ARTICLE VI - MAINTENANCE, REPAIRS AND ALTERATIONS

SECTION 6.1 - LANDLORD'S OBLIGATIONS

(a) Except as otherwise expressly provided in this Lease and subject to Section 6.1(c), Landlord shall, at Landlord's sole cost and expense, maintain and make all necessary repairs and replacements to the exterior structure of the Building (including the exterior walls, roof, gutters, downspouts and foundations) and interior structural supports, so as to keep same in compliance with building, zoning and fire codes, and all other applicable laws and otherwise in good order and repair consistent with other properties similar to the Building. This obligation includes maintenance and repair of common HVAC and mechanical equipment (including elevators, cranes, dock lifts and seals) parking lots, driveways and sidewalks, and water, sewer and sprinkler lines and fixtures which are either non-exposed or located outside or under the Premises.

(b) Subjection to Section 6.1(c), Landlord shall make all necessary repairs and replacements and perform all necessary maintenance and custodial service with regard to the Common Areas as defined in Article I herein necessary to maintain the Common Areas in good order and repair consistent with other properties similar to the Building. Further, any snow and ice removal and ground maintenance (i.e., lawn mowing, weed control, etc.), which may be required, shall be performed by Landlord, subject to Tenant's obligation to pay Tenant's Proportionate Share of the cost of such services as part of Operating Costs as indicated in Section 5(d) of Exhibit "A." Tenant acknowledges that Landlord's current snow and ice removal services only require snow and ice removal from the sidewalks, parking lots and private drives of the Complex upon the accumulation of three (3) or more inches of snow and/or ice. The parties agree that Tenant may contract, at Tenant's sole cost and expense, for snow and ice removal in addition to the services provided by Landlord, as Tenant deems necessary for the operation of its business.

(c) If there now is or shall be installed in the Premises or Building a "sprinkler system," and if any governmental authority or Landlord's fire insurance carrier require or recommend that any changes, modifications, alterations or additional sprinkler heads or other equipment be made or supplied by reason of the Tenant's business or operations (solely as to such business or operations that are permitted by this Lease), or the location of partitions, trade fixtures, or other contents of the Premises, or for any other reason, or if any such changes, modifications, alterations or additional equipment become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in Landlord's fire insurance premium or rate, Landlord shall promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment. Landlord shall use its best efforts to mitigate any disruption to Tenant's business. Tenant shall pay to Landlord, during the term of this Lease, a monthly charge equal to Landlord's cost of the required improvements to the sprinkler system amortized over the useful life of such improvements to the sprinkler system, as established under GAAP. Upon expiration of this Lease, Tenant shall not be obligated to reimburse Landlord for any unamortized portion of the cost of updating the sprinkler system, which unamortized costs shall be charged to any subsequent tenant of the Premises.

(d) Any and all loss, injury, breakage or damage to the Premises or the Building of which they are a part, caused, directly or indirectly, by Tenant or its agents, contractors, employees and invitees, including, without limitation, individuals and persons making deliveries to or from the Premises, except to the extent that the foregoing is inconsistent with the provisions of the "Waiver of Subrogation" set forth in Section 7.2 of this Lease, shall be repaired by Landlord, at the sole and reasonable expense of Tenant. Payment of the cost of such repairs by Tenant shall be immediately due and payable as additional rent upon Landlord providing Tenant with copies of invoices provided by the person or entity performing the repair work. This provision shall not be in limitation of any other rights and remedies which Landlord has or may have in such circumstances.

SECTION 6.2 - TENANT'S OBLIGATIONS

(a) Except as otherwise expressly provided in this Lease, Tenant shall, at Tenant's sole cost and expense, keep and maintain the interior of the Premises and all non-common fixtures and equipment therein, including, but not limited to, all plumbing, HVAC equipment and ducts attached thereto, (including any such equipment which may be mounted outside the Premises and which serves Tenant exclusively); exposed electrical, gas, water and sewer pipes, lines and connections within and exclusively serving the Premises; fire extinguishers; interior wall, ceiling and floor surfaces and coverings; dock bumpers; non-common window frames and glass; all non-common doors (including overhead and sliding); and all signs of Tenant erected on the Building or outside of the Premises, in good repair, order and condition, making all repairs and replacements thereto as may be required. All repairs and replacements shall be in quality equal to or better than the original equipment, materials or work, reasonable wear and tear and damage caused as a result of a casualty or condemnation as provided for in Article VII and Section 17.1 excepted. Tenant shall at all times maintain sufficient heat in the Premises to prevent freezing of sprinklers, if the Premises are so equipped, and water lines. If Tenant installs or moves partitions or walls within the Premises, Tenant shall make, at its own expense but subject to Landlord's approval, any additions to or changes in location of heating, plumbing, sprinkler or electrical lines and equipment made necessary by those installations.

(b) (1) Tenant shall not be required to make any repairs or replacements if necessitated by (a) the negligence or willful misconduct of Landlord or its agents, employees, contractors or invitees; provided, however, that Tenant will only be relieved of its repair obligation to the extent such relief is not inconsistent with the Waiver of Subrogation/Waiver of Claims contained in Section 7.2; or (b) alterations, additions or improvements made by Landlord or its agents, employees or contractors so long as such alterations, additions or improvements are not necessitated by acts of Tenant or its agents, employees, contractors or invitees or performed by Landlord at Tenant's request and are not otherwise Landlord's responsibility under this Lease; and (2) Tenant's maintenance and repair obligations with respect to the systems and facilities serving the Premises, including, but not limited to, the plumbing, heating, air conditioning, ventilating, electrical and lighting systems and facilities, shall only apply to such systems and facilities exclusively serving the Premises and in all other instances Landlord shall be responsible therefor.

(c) All cleaning and janitorial services within the Premises shall be performed by Tenant at Tenant's sole cost.

SECTION 6.3 - LANDLORD'S RIGHT

Notwithstanding any other provision in this Lease to the contrary, if Tenant fails to perform Tenant's obligations under this Lease, Landlord may (but shall not be required to) enter upon the Premises, after the lapse of any applicable notice and cure period (except for cases of emergency or imminent threat of damage to person or property where such notice and cure period shall not be applicable) and perform the obligations of Tenant which Tenant failed to timely perform and the cost thereof shall become due and payable to Landlord upon demand.

SECTION 6.4 - ALTERATIONS OR IMPROVEMENTS

Tenant hereby agrees to make no additions, improvements or alterations, nor attach or affix any equipment or fixtures to the Premises or Building, which would cost in excess of Twenty-Five Thousand Dollars (\$25,000.00) to construct or install (each a "Tenant Alteration"), without, in each instance, having obtained the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, to such Tenant Alteration and also obtaining prior to the commencement of any work, any building permit(s) and approvals which may be required by any governmental authority. Tenant shall notify Landlord prior to making any Tenant Alteration and shall provide Landlord with any written plans and specifications prepared by Tenant in connection therewith; provided however; that Tenant will have no obligation to prepare written plans and specifications unless local law requires them. Landlord shall have five (5) days after receipt of such notice to approve the Tenant Alteration (and such approval may not be unreasonably conditioned, delayed, or withheld), and if Landlord fails to provide Tenant with an approval or rejection within such five (5) day period, then Landlord will be deemed to have accepted the Tenant Alteration. Tenant shall make all Tenant Alterations in accordance with all applicable laws, insurance regulations and building codes, in a good and workmanlike manner and in quality equal to or better than the original construction of the Premises and shall comply with such requirements as Landlord considers reasonably necessary or desirable, including, without limitation, requirements as to the manner in which and the times at 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 Landlord's prior written consent, which response shall not be unreasonably delayed or consent unreasonable withheld. Tenant further agrees to promptly deliver to Landlord a copy of plans and specifications subsequent to the completion of any Tenant Alterations for which written plans and specifications were prepared.

Tenant shall promptly pay all costs attributable to any Tenant Alterations and shall indemnify Landlord against claims asserted as a result thereof, and against any costs or expense which may be incurred as a result of building code violations attributable to such work.

During the five (5) day review period provided above, Landlord must also elect whether or not Landlord desires to have the Tenant Alteration removed by Tenant from the Premises upon the termination of the Lease in accordance with this Section 6.4, but Landlord cannot make such election with respect to any work which would customarily be done in connection with normal office build-outs. If Landlord does not make such an election within such 5 day period, then such Tenant Alteration may, at Tenant's option, remain upon the Premises and become Landlord's property upon termination of the Lease. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to remove any improvements to the Premises that are completed prior to the Commencement Date, and Tenant shall not be required to remove any cabling or wiring.

Subject to Section 6.5, all additions, fixtures and equipment, improvements and Tenant Alterations in or upon the Premises shall, unless Tenant is required to remove same as provided in the immediately preceding paragraph, become the property of Landlord and shall remain upon the Premises at the termination of this Lease, unless Tenant elects to remove any such Tenant Alteration as provided in the immediately preceding paragraph, without compensation, allowance or credit to Tenant. If, upon Landlord's demand, Tenant does not remove said additions, fixtures, equipment, improvements and Tenant Alterations for which Landlord has the right to make such demand, Landlord may remove same at Tenant's reasonable expense, including the cost of repairing any damage resulting therefrom.

SECTION 6.5 - TRADE FIXTURES

Notwithstanding anything contained in this Lease to the contrary, all trade fixtures and equipment, signs, movable partitions, shelving and like property installed on the Premises by Tenant and all inventory and other personal property of Tenant, shall be removed by Tenant on the expiration or earlier termination of this Lease and Tenant shall repair, at its own expense, any and all damage to the Premises resulting from such removal. If Tenant fails to remove any and all such trade fixtures, furnishings and other property from the Premises within five (5) days after written demand from Landlord, then Landlord may remove or otherwise dispose of same and repair any damage resulting therefrom, at Tenant's reasonable expense. Except as set forth in the immediately preceding sentence, Landlord agrees that it shall not have any claim or lien on the furniture, fixtures and equipment of Tenant and Landlord shall execute a waiver of any claim upon request of Tenant.

SECTION 6.6 - LIENS

Tenant shall not suffer or permit to remain upon all or any part of the Premises or the Building or Tenant's interest in this Lease any lien for work performed or materials supplied to or for Tenant and/or to or for the Premises, or any other lien or encumbrance thereon arising by reason of Tenant's use and occupancy thereof. Tenant, at its own cost and expense, shall defend Landlord against any action, suit or proceeding which may be brought on any such lien or for the enforcement thereof; shall cause any such lien or encumbrance to be removed of record within thirty (30) days after notice of the filing thereof (whether by payment, surety bond or otherwise), and shall indemnify and hold harmless the Premises, the Building and Landlord against any and all loss, damage, cost, expense or liability by reason of or in connection with any claims demands suits actions or other proceedings for the enforcement thereof. In the event such lien cannot be released and removed through appropriate proceedings within such thirty (30) day period, or if Tenant shall otherwise contest, in good faith and with a reasonable basis therefor, the validity of such lien, Tenant shall cause such lien to be bonded or insured over by a reputable title insurer or surety reasonably satisfactory to Landlord, or provide Landlord with a letter of credit, certificate of deposit or other comparable security in the amount of 150% of the amount of such lien or such other amount required by law. Tenant thereafter shall be entitled to contest such lien as long as Tenant shall contest such lien diligently by appropriate proceedings (provided such contest shall not cause any sale, foreclosure or forfeiture of the Premises by reason of such nonpayment) and cause the same to be removed or discharged prior to entry of any order foreclosing the same. In the event that any such lien is not so released and removed, bonded over or secured against, or in the event Tenant shall fail to contest such lien as herein required, Landlord may, upon at least five (5) days' written notice to Tenant, take all action necessary to release and remove such lien and avail itself of any security provided by Tenant (without any duty to investigate the validity thereof), and Tenant shall promptly, upon demand, reimburse Landlord for all reasonable sums, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Landlord in connection with the release and removal of such lien.

ARTICLE VII - LIABILITY AND INSURANCE

SECTION 7.1 - LIABILITY AND INSURANCE

Landlord and Tenant hereby agree to indemnify and hold the other harmless from and against any cost, damage, claim, liability or expense (including reasonable attorneys' fees) incurred by or claimed against the indemnified party, directly or indirectly, as a result of or in any way arising from the other's use and occupancy of the Premises or other portions of the Building or Complex in any other manner which relates to the other's business, including the acts or omissions of such party's employees, agents, contractors and invitees; provided, however, that (A) this indemnity will only apply to the extent that it is not inconsistent with the Waiver of Subrogation/Waiver of Claims contained in Section 7.2 and (B) Landlord's indemnification obligations under this Section 7.1 are also subject to the provisions of Section 7.3. These indemnification obligations will survive the termination of the Lease and the expiration of the term. Tenant covenants and agrees that at all times during the term of this Lease or any renewals or extensions hereof, it shall maintain in full force and effect, with a financially responsible insurance carrier licensed to transact business in the jurisdiction in which the Premises is located

and reasonably approved by Landlord, at Tenant's sole cost and expense, the following policies of insurance:

(a) Commercial General Liability Insurance, against claims for personal injury, bodily injury and property damage occurring upon or about the Premises, with limits of liability not less than Four Million Dollars (\$4,000,000.00) general aggregate, and with limits of liability not less than Two Million Dollars (\$2,000,000.00) each occurrence, with endorsements naming Landlord, Graystone Properties, Inc. and Landlord's mortgagee(s) as additional insureds as their respective interests may appear and that such policy shall remain in full force and effect notwithstanding that the insured has waived its right of action against Landlord prior to the occurrence of a loss. (b) Business/automobile (in the event Tenant owns any automobiles) liability insurance against claims for bodily injury and property damage occurring upon or about the Premises with limits of liability of not less than Two Million Dollars (\$2,000,000.00) each accident. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

(c) Commercial Property Insurance on Tenant's trade fixtures, merchandise, equipment, improvements and all other personal property located in or comprising a part of the Premises and either belonging to Tenant or in the care, custody and control of Tenant, and providing insurance against damage caused by fire, lightning, flood and all other risks typically included within the "special form" coverage provided by Commercial Property Insurance. Said policy of insurance shall be in an amount not less than the replacement value of Tenant's trade fixtures, merchandise, improvements and other personal property.

(d) Tenant's Contractor's Insurance. Tenant shall require any contractor of Tenant performing work on the Premises to carry and maintain, at no expense to Landlord:

(i) Commercial general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection against claims for personal injury, bodily injury and property damage occurring on or about the Premises with liability limits not less than Two Million Dollars (\$2,000,000.00) general aggregate, and with limits of liability not less than One Million Dollars (\$1,000,000.00) each occurrence with endorsements naming both Landlord and Landlord's mortgagee as additional insureds as their respective interests may appear.

(ii) Workers' compensation or similar insurance in form and amounts required by law.

(e) Tenant's insurance will be written by companies having an A.M. Best Company rating of A-VII or better. All forms of Tenant's liability insurance will name Landlord and its first mortgagee as additional insureds.

~~(f) Tenant shall deliver to Landlord as a condition precedent to its taking occupancy of the Premises a certificate(s) evidencing the above-mentioned insurance coverage, as applicable. Each policy shall contain an endorsement that the insurer shall endeavor to provide thirty (30) days prior written notification of cancellation to Landlord. Tenant shall use its best~~

efforts to deliver to Landlord at least fifteen (15) days prior to the expiration of any of the policies required to be maintained hereunder, a certificate(s) evidencing renewal or replacement of same.

(g) Upon written request by Landlord, Tenant shall, within thirty (30) days of such written request, provide Landlord with true and exact copies of all insurance policies required under this Lease, or certificates thereof, but not more often than twice in any 12-month period, unless such evidence of insurance is required of Landlord by its mortgagees or other third-party. Landlord and Tenant agree that any conflict between any insurance certificates and actual policies shall be resolved in favor of the policy. If Tenant fails to supply the policies (or certificates) within said thirty (30) day period, then after an additional four (4) business day period following Landlord's delivery of written notice thereof to Tenant, Landlord may consider such failure an act of default by Tenant and no further grace period will be available to Tenant.

Landlord makes no representation that the minimum coverages specified above are adequate to protect Tenant against Tenant's obligations under the terms of this Lease, and it is Tenant's responsibility to provide additional coverage as it deems necessary.

Landlord shall, at its sole cost and expense, maintain (or cause to be maintained) in full force and effect during the term of this Lease standard form fire insurance with endorsements for special form coverage, standard extended coverage, covering the Building and the Complex for their functional replacement value and liability insurance in the amount of Five Million Dollars (\$5,000,000.00).

SECTION 7.2 - WAIVER OF SUBROGATION

Notwithstanding any other provision contained in this Lease to the contrary, Landlord and Tenant hereby waive all causes of action and rights of recovery which either has or may have or which may hereafter arise, and on behalf of any person or entity claiming through or under them by way of subrogation or otherwise, for any loss or damage to the Premises, Building or Complex or any portion thereof, property or operations therein, by reason of fire or other casualty insured against under this Lease (or required to be insured against hereunder), regardless of cause or origin, including any act of negligence by either party, but this waiver applies only (A) to the extent of any recovery under any such insurance policy then in effect (or the amount that would be covered if the required insurance were in effect) except that the parties hereby waive any and all causes of action and rights of recovery against each other arising from the payment of any deductible amount by an insured under its applicable insurance policy and (B) if such waiver shall not invalidate or impair the coverage of any such policy of insurance. Each party to this Lease shall give to each insurance company which has issued to it one or more policies of fire and extended coverage insurance or other property insurance covering the Premises, the Building or the Complex, notice of the terms of the mutual releases contained in this Section 7.2 and have such insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance by reason of the provisions of this Section 7.2. Landlord and Tenant hereby indemnify the other against any loss or expense, including reasonable attorney fees, resulting from the failure to obtain such waiver.

SECTION 7.3 - LOSS OR DAMAGE TO PROPERTY

Notwithstanding any other provision contained in this Lease to the contrary, Tenant hereby agrees that all personal property of every kind or description which may at any time be kept in or about the Premises including, but not limited to, motor vehicles, merchandise, fixtures and equipment, shall be there at the sole risk of Tenant, or at the risk of those claiming under Tenant, and Landlord shall not be liable for the care, safety or theft of said property, nor for any damage or injury thereto unless due to Landlord's gross negligence or willful misconduct or that of Landlord's agents, employees or contractors, but such liability for gross negligence or willful misconduct applies only to the extent not waived by the Waiver of Subrogation/Waiver of Claims contained in Section 7.2 hereof. In addition, notwithstanding any other provision contained in this Lease to the contrary, Landlord shall have no liability for any damage to said property or loss suffered by Tenant arising directly or indirectly from the bursting, overflowing or leaking of water, sewer or steam pipes, heating and plumbing fixtures, and roof leaks; electrical wiring and equipment; heat or cold; gas or odors; any act of any other tenant or occupant of the Building or Complex; or arising in any other manner whatsoever, unless caused by Landlord's gross negligence or willful misconduct or that of Landlord's agents, employees or contractors, but such liability for gross negligence or willful misconduct applies only to the extent not waived by the Waiver of Subrogation/Waiver of Claims contained in Section 7.2 hereof.

ARTICLE VIII - DESTRUCTION

SECTION 8.1 - CASUALTY DAMAGE AND RESTORATION

In the event of damage to or destruction of the Premises or to common facilities and areas necessary to provide normal access to the Premises or to other portions of the Building or its equipment, which portions and equipment are necessary to provide services to the Premises in accordance herewith, then the following provisions shall apply:

(a) If the Premises shall be destroyed or damaged by any cause as to be unfit in whole or in part for occupancy, and in the reasonable judgment of Landlord, such destruction or damage could reasonably be repaired within ninety (90) days from the date of said destruction or damage, then Tenant shall not be entitled to surrender possession of the Premises, nor shall Tenant's liability to pay rent under this Lease cease except as otherwise provided herein; but in the case of any such destruction or damage, Landlord shall repair the same with all reasonable speed and shall use all reasonable efforts to complete such repairs within ninety (90) days from the date of said destruction or damage, and if, during such period, Tenant shall be unable to use all or any portion of the Premises, a proportionate abatement shall be made to Tenant from the rent and other charges due from Tenant corresponding to the time during which and to the portion of the Premises of which Tenant shall be so deprived of the use on account thereof. If any damage is not repaired within sixty (60) days after the original 90-day repair time set forth above in this subparagraph (a) (provided that such delay is due to the fault of the Landlord), then ~~Tenant may terminate this Lease upon notice to Landlord given prior to the substantial completion of the repairs, and upon such termination, Landlord shall have no further liability to Tenant.~~

(b) If, in Landlord's reasonable judgment, such destruction or damage cannot reasonably be repaired within ninety (90) days from the date of said destruction or damage, Landlord shall notify Tenant within thirty (30) days after the happening of such destruction or damage whether or not Landlord will repair or rebuild. If Landlord elects not to repair or rebuild, this Lease shall be terminated as of the date such damage or destruction occurred. If Landlord shall elect to repair or rebuild, Landlord shall specify the time within which such repairs or reconstruction will be completed, and Tenant shall have the option, within thirty (30) days after the receipt of such notice, to elect either to terminate this Lease and any further liability hereunder or to extend the term of this Lease by a period of time equivalent to the time from the happening of such destruction or damage until the Premises are restored to their former condition. In the event Tenant elects to extend the term of this Lease, Landlord shall restore the Premises to their former condition within the time specified in the notice, and Tenant shall not be liable to pay rent or any other charges due under this Lease for the period from the time of such destruction or injury until the Premises are restored to their former condition. Notwithstanding anything contained herein to the contrary, (i) Landlord shall not terminate this Lease pursuant to this Section 8.1 without terminating the leases for the other similarly situated tenants of the Building with comparable damages to their respective leased spaces and (ii) if any damage is not repaired within sixty (60) days of the time period set forth in the notice (provided that such delay is due to the fault of the Landlord), then Tenant may terminate this Lease upon notice to Landlord given prior to the substantial completion of the repairs, and upon such termination, Landlord shall have no further liability to Tenant.

(c) In addition to all rights to cancel or terminate this Lease given to the parties in the two (2) preceding paragraphs, if the Premises are destroyed or damaged during the last twenty-four (24) months of the term of this Lease or any extension thereof to the extent of fifty percent (50%) or more of the then value of the Premises or fifty percent (50%) of the Building of which the Premises are a part, then Landlord and Tenant shall each have the right to cancel and terminate this Lease 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.

(d) Notwithstanding anything contained herein to the contrary in this Section 8.1, Landlord may cancel this Lease with no further liability to Tenant whatsoever, in the event that following any such damage or destruction, Landlord's mortgagee requires Landlord to make advance payments upon or full payment of the outstanding mortgage balance.

ARTICLE IX - DEFAULTS; REMEDIES

SECTION 9.1 - DEFAULTS

The occurrence of any one or more of the following events shall constitute a default hereunder by Tenant:

(a) Failure by Tenant to pay the rents reserved, charges for operating expenses or any other charges payable by Tenant hereunder, as and when due, and such failure shall continue for a period of five (5) business days after written notice thereof from Landlord; or

(b) Failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than the payment of money and such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant has commenced such cure within said thirty-day period and thereafter diligently pursues such cure to completion within the time period reasonably required for such cure; or

(c) (i) The making by Tenant of any general assignment for the benefit of creditors; (ii) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization under any bankruptcy, insolvency or other laws relating to the readjustment of indebtedness generally, which is not dismissed within sixty (60) days after filing; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease which is not dismissed within sixty (60) days after appointment; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease; or

(d) An assignment or subletting of this Lease or any portion of the Premises that does not comply with Section 10.1; or

(e) Tenant fails to provide Landlord with an instrument or release in accordance with Section 12.1 or with an estoppel certificate in accordance with Section 12.3, and fails to provide the requested document within four (4) business days after an additional written request.

SECTION 9.2 - REMEDIES

In the event of Tenant's default hereunder beyond the lapse of any applicable cure period, Landlord, at Landlord's option may terminate this Lease, or without terminating this Lease, re-enter and retake possession of the Premises by any means permitted by law and in either event may dispossess Tenant therefrom and neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises. If Landlord elects to terminate this Lease, or if this Lease is otherwise terminated pursuant to law by reason of any default on the part of Tenant, then Tenant shall pay to Landlord an amount equal to (a) the monthly base rent multiplied by the lesser of (i) three (3) months and (ii) the number of months remaining in the term (the number determined in accordance with subparts (i) and (ii) is the "Down Period") plus (b) (i) the rents reserved for the number of months remaining in the term less the Down Period less (ii) the reasonable rental value of the Premises for the number of months remaining in the term less the Down Period discounted to present value at the prime rate of interest published in the money section of the Wall Street Journal; provided, however, that in no event will the number determined in accordance with clause (b) result in a credit to Tenant or payment by Landlord to Tenant of any amounts. No re-entry or retaking of possession of the Premises by Landlord shall be deemed to be an election by Landlord to terminate this Lease, which election may be made only by written notice thereof given to Tenant. If Landlord elects to re-enter and retake possession of the Premises without terminating this Lease, Tenant shall not be deemed released from its obligations to pay the rents reserved, charges for operating expenses and taxes and additional and other charges payable by Tenant hereunder and otherwise to perform the

provisions of this Lease on the Tenant's part to be performed hereunder; provided, however, that Landlord, at its option, may accelerate the rents and other charges due under the Lease, in which case, Tenant shall immediately pay to Landlord (a) the monthly base rent multiplied by the number of months in the Down Period (as defined above) plus (b) (i) the rents reserved for the number of months remaining in the term less the Down Period less (ii) the reasonable rental value of the Premises for the number of months remaining in the term less the Down Period discounted to present value at the prime rate of interest published in the money section of the Wall Street Journal; provided, however, that in no event will the number determined in accordance with clause (b) result in a credit to Tenant or payment by Landlord to Tenant of any amounts and upon payment of such accelerated rent to Landlord, this Lease shall be deemed terminated.

In no event shall Landlord be required to postpone or delay suit for such damages or accelerated rents until the date when the term of this Lease would have expired, or until such rents would have become payable, had not the Lease been so terminated or the rents accelerated. If Landlord shall dispossess Tenant from the Premises as aforesaid, Landlord may relet all or any part of the Premises for such rents (including any reasonable rent concessions) and upon such other terms and conditions as Landlord, in Landlord's sole and absolute discretion, deems suitable and acceptable and for any use and purpose which Landlord deems appropriate. In the event of any such reletting without the termination of this Lease, any rents received by Landlord for the Premises shall be applied first to the costs and expenses incurred by Landlord by reason of said repossession, retaking and reletting, including, without limitation, brokerage costs and reasonable attorneys' fees and the reasonable cost of any repairs or restoration of said Premises (but not including improvements for any replacement tenant), and then to the amount of rents and other charges payable by Tenant hereunder. The failure of Landlord to relet or, if relet, to collect the rent under such reletting, shall not release or affect Tenant's liability hereunder for all such costs and expenses.

Notwithstanding anything contained in this Lease to the contrary, (a) all actions taken by Landlord following a default by Tenant shall be in accordance with and only in the manner permitted by law or this Lease; (b) Landlord shall use commercially reasonable efforts to mitigate damages in the event of a default by Tenant; (c) Tenant shall not be deemed to be in default under this Lease until after the expiration of any applicable grace period provided herein; and (d) in no event shall Landlord have the right to accelerate rent or other charges in the event of a default by Tenant under this Lease except as expressly provided above and once Tenant pays the accelerated rent to Landlord, Tenant shall have no further liability or obligation to Landlord.

SECTION 9.3 - MITIGATION OF DAMAGES

In the event of Tenant's default, the parties hereby agree and stipulate that once Tenant has completely vacated the Premises and relinquished possession and control thereof to Landlord, Landlord's efforts to mitigate the damages with respect to the reletting of the Premises need not exceed the following: (a) include availability of space in regular broker informational mailings; (b) contact adjoining tenants, if any; (c) place appropriate signage on the property advertising availability of space; and (d) taking such other action with respect to the leasing of the Premises as landlord typically does with other vacant space at the Complex.

SECTION 9.4 - REMEDIES CUMULATIVE

Except as otherwise provided herein, exercise of any of the remedies of Landlord and Tenant under this Lease shall not prevent the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available at law or in equity.

SECTION 9.5 - RENT DEMAND/ACCORD AND SATISFACTION

(a) No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the 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. Landlord may accept such check or any partial payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity to collect the balance of such rent.

(b) After the service of any notice or commencement of any suit or final judgment therein, Landlord may receive and collect any rent due and such collection or receipt shall not operate as a waiver of nor affect such notice, suit or judgment.

SECTION 9.6 - LANDLORD'S DEFAULT

(a) If Landlord is in default under this Lease and fails to cure such default within thirty (30) days after notice from Tenant (or such shorter or longer period as is reasonable under the circumstances), then Tenant may pursue any available legal and/or equitable remedies.

(b) In addition to the foregoing remedies, solely with respect to repairs which Landlord is obligated to perform within the Premises in accordance with Section 6.1(a), Landlord acknowledges that (i) if Landlord either (A) fails to perform any repair or maintenance obligation under this Agreement within ten (10) business days of its receipt of written notice from Tenant of the need for such repair or maintenance and such failure materially and adversely affects Tenant's business (but Tenant shall not have the right to cure Landlord's nonperformance, if such repair or maintenance obligation cannot reasonably be cured within such ten (10) business day period and Landlord commences such cure within said ten (10) business day period and thereafter diligently prosecutes the same to completion) or (B) after commencing such performance, thereafter fails to diligently and continuously pursue the completion of the same, then in either such event, Tenant shall have the right to cure Landlord's performance and charge Landlord for the reasonable actual out of pocket cost and (ii) in addition to the rights set forth in clause (b)(i)(A) and (B) above, in the event of an emergency, if any repairs are needed to elements within the Premises for which Landlord is responsible under Section 6.1(a) in order to prevent imminent threat of personal injury or imminent damage to Tenant's property or business operations, then, under such circumstances, if Landlord has failed to commence and thereafter diligently pursue such repairs within forty-eight (48) hours following its receipt of Tenant's notice of the need thereof (which notice of an emergency may be by telephone followed by overnight delivery of a notice regarding same), Tenant shall have the right to cure Landlord's nonperformance and charge Landlord Tenant's reasonable and actual out of pocket cost thereof; provided, however, if in Tenant's reasonable judgment there is an

Premises to an affiliate of Tenant operating the same form of community school as Tenant (including the same mission and rigorous educational requirements, curriculum and philosophy) but serving different grade levels, without the consent of Landlord; provided, however that Tenant shall notify Landlord at least thirty (30) days prior to making any such assignment or subletting and shall provide Landlord with all reasonable information requested by Landlord with respect to such assignee or sublessee. Landlord agrees that Tenant is permitted to assign this Lease (with respect to all or a portion of the Premises) or sublet all or a portion of the Premises to Friends of E Prep Schools and/or Entrepreneurship Preparatory Elementary School without Landlord's consent.

Landlord acknowledges and agrees that Tenant may, from time to time, permit other parties to conduct, within the Premises, seminars, classes or other events associated with use of the Premises as a school, and that such use of the Premises by such parties shall not constitute a default under this Lease.

ARTICLE XI - NOTICE AND PLACE OF PAYMENT

SECTION 11.1 - NOTICES

Any notice or demand which is or may be required by this Lease or by law shall be in writing and shall be deemed to have been given (i) upon receipt, refusal to accept delivery or the inability of the courier to obtain delivery at the notice address provided by such party in accordance with Section 11.1 if (a) mailed by Registered or Certified Mail, postage prepaid, or (b) sent by nationally recognized overnight courier service; or (ii) if sent via facsimile transaction upon the sender's receipt of a transmission report, generated by the sender's facsimile machine, which confirms that the facsimile was successfully transmitted in its entirety, to the party who is to receive such notice at the address specified in Section 7 of Exhibit "A," or at such other address as either designate by written notice to the other and any such facsimile notice shall also be sent by one of the other delivery means permitted herein. If Landlord's or Tenant's telephone number where facsimile transmissions may be received shall change from the telephone number listed in Section 7 of Exhibit "A," it shall notify the other party of the new telephone number within three (3) business days of the change.

SECTION 11.2 - PLACE OF PAYMENT

All rent and other payments required to be made by Tenant to Landlord shall be delivered or mailed to Landlord's manager at the address specified in Section 7(a) of Exhibit "A" or any other address Landlord may specify from time to time by written notice given to Tenant. Notices to Tenant shall be delivered or mailed to Tenant at the address specified in Section 7(a) of Exhibit "A" or any other address Tenant may specify from time to time by written notice to Landlord.

ARTICLE XII - SUBORDINATION, ATTORNMENT AND ESTOPPEL

SECTION 12.1 - SUBORDINATION

Landlord shall have the right, at any time, and from time to time, to mortgage the Premises, the Building, the land upon which the Building is situated and any underlying

leasehold estate, and this Lease and Tenant's interest hereunder shall be subject and subordinate, in all respects, to any and all such mortgage(s) which may now or hereafter affect the Premises subject to Section 12.2. Tenant shall, and hereby agrees to, execute and deliver within ten (10) days after written request from Landlord or any such mortgagee any instrument or release, reasonably requested by Landlord, or any such mortgagee subordinating the within Lease in favor of any such mortgage(s) or any renewals, extensions, modifications or replacements thereof, provided that such document contains customary non-disturbance provisions and that such document does not increase Tenant's obligations or reduce its rights under the Lease and is otherwise reasonably acceptable to Tenant. In addition, Landlord may assign this Lease, or the rents reserved hereunder, or both, in Landlord's sole discretion, as additional security for any such mortgage or otherwise.

SECTION 12.2 - ATTORNMENT

Should any party acquire title to the Premises pursuant to the exercise of any rights conferred by any mortgage(s) or security interest(s), this Lease shall not be terminated or affected due to a foreclosure or sale, or similar proceedings, rather any such party shall be vested with the rights and obligations conferred upon the Landlord pursuant to this Lease. Tenant hereby agrees to attorn to any such mortgagee, owner or other person or entity as its new landlord, and this Lease shall continue in full force and effect as a direct lease between Tenant and any new landlord, or such other person or entity, upon all agreements, conditions, covenants and terms herein set forth and such party shall recognize Tenant and its rights under this Lease. Promptly after the date hereof, Landlord shall use its reasonable best efforts to obtain from any existing lender and ground lessors of the Building and Complex a non-disturbance agreement in a form commercially reasonable to Tenant and such lender. Landlord represents to Tenant that there are not currently any ground leases in effect with respect to the Building and that the only lender holding a mortgage on the Complex is The Huntington National Bank.

SECTION 12.3 - ESTOPPEL CERTIFICATE

At any time upon request of Landlord, Tenant agrees to execute and deliver within ten (10) days after written request, a statement in writing certifying to any party specified by Landlord (including, without limitation, any holder or prospective holder of any Building or any purchaser or prospective purchaser of the Building or any interest therein) to Tenant's knowledge (i) that this lease is unmodified and in full force and effect (or if there have been modifications, a description thereof), (ii) the date to which rent and additional or other charges have been paid, (iii) that Landlord is not in default under any provision of this Lease (or if in default, the nature thereof in detail), and (iv) such other matters that Landlord may reasonably request.

ARTICLE XIII - SIGNAGE

SECTION 13.1 - SIGNAGE

Landlord shall install a sign identifying Tenant on the exterior marquee of the Building as part of Landlord's Work, which sign shall be of a size and appearance reasonably acceptable to Landlord and Tenant in accordance with the approved Plans and Specifications. Additionally,

Tenant shall be permitted to install banner signs on the utility and other poles located at the Complex along Superior Avenue, St. Clair Avenue and E. 36th Street, subject to approval of the appropriate governmental authority and owners of the utility poles. Subject to the immediately preceding sentences of this Section 13.1 regarding Tenant's marquee sign and banner signs, the size, number, design and location of all signs to be erected by Tenant shall require written approval by Landlord prior to installation, which shall not be unreasonably withheld, conditioned or delayed. All signs shall comply with all requirements of appropriate governmental authorities and all necessary permits or licenses shall be obtained by Tenant. Tenant shall maintain all signs in good condition and repair at all times, and shall save the Landlord harmless from injury to person or property arising from the erection and maintenance of said signs. Upon vacating the Premises, Tenant shall remove all signs and repair all damages caused by such installation and removal. No signs shall be painted on the exterior of the Premises; provided, however, that Landlord and Tenant agree to negotiate in good faith and to use their best efforts to agree upon the terms (including size and location) for the painting of Tenant's logo or other drawing reasonably acceptable to Landlord and Tenant identifying Tenant's community school on the exterior face of the bridge spanning E. 36th Street. The use of portable or free-standing signs is strictly prohibited without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary, Tenant's right to signage shall be no less than the rights of any other tenants of similar size in the Building. If any tenant of similar size is granted signage rights greater than Tenant, then Tenant's rights hereunder shall be modified to be equal to all other tenants of similar size in the Building.

ARTICLE XIV - FINANCING

SECTION 14.1 - LANDLORD FINANCING

Landlord shall have the right at any time to obtain financing secured in whole or in part by its interest in the Premises or under this Lease, and in connection therewith to mortgage or otherwise collaterally transfer its interest in the Premises or collaterally assigns its interest under this Lease.

SECTION 14.2 - ANNUAL FINANCIAL STATEMENTS

Tenant covenants and agrees to furnish to Landlord annually, within ninety (90) days after the end of each fiscal year of Tenant, copies of its most recent financial statements in reasonable detail and agrees that Landlord may deliver any such financial statements to any existing or prospective mortgagee, assignee or purchaser of the Property of which the Premises forms a part. In addition, Tenant hereby agrees to cooperate with Landlord's existing or potential mortgagees and/or assignees and to comply with reasonable requests for financial information. Landlord covenants that the financial information provided by Tenant shall be treated as confidential, and unless required by law or in any legal proceeding to which Landlord is a part, Landlord is prohibited from disclosing such information to any third party without Tenant's prior written consent, which consent may be conditioned upon the third party recipient agreeing, in writing, to maintain Tenant's financial information as confidential.

ARTICLE XV - LANDLORD'S RIGHT TO RELOCATE TENANT

SECTION 15.1 - RELOCATION

Intentionally Omitted.

ARTICLE XVI - WAIVERS

SECTION 16.1 - NO WAIVER BY LANDLORD

No waiver of any of the terms, covenants, provisions, conditions, rules and regulations required by this Lease, and no waiver of any legal or equitable relief or remedy shall be implied by the failure of Landlord or Tenant to assert any rights, or to declare any forfeiture, or for any other reason. No waiver of any of said terms, provisions, covenants, rules and regulations shall be valid unless it shall be in writing signed by Landlord or Tenant, as the case may be. No waiver by Landlord or forgiveness of performance by Landlord with respect to Tenant or one or more other tenants of the Building or Complex shall constitute a waiver or forgiveness of performance in favor of Tenant herein, or any other tenant, or may be claimed or pleaded by Tenant to excuse a subsequent failure of performance of any of the terms, provisions, conditions, covenants, rules and regulations of this Lease.

SECTION 16.2 - WAIVER OF JURY

Landlord and Tenant agree, that to the extent permitted by law and by applicable policies of insurance, each shall and hereby does waive trial by jury in any action, proceeding or counterclaim brought by either against the other or on any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises and/or any claim of injury or damage.

ARTICLE XVII - EMINENT DOMAIN/CONDEMNATION

SECTION 17.1 - EMINENT DOMAIN/CONDEMNATION

In the event that the Premises, the Building, the Complex or any part thereof shall at any time after the execution of this Lease be taken for public or quasi-public use or condemned under eminent domain or conveyed under threat of such a taking or condemnation, Tenant shall not be entitled to claim, or have paid to the Tenant, any compensation or damages whatsoever for or on account of any loss, injury, damage, taking or conveyance of any right, interest or estate of the Tenant and the Tenant hereby relinquishes and hereby assigns to Landlord any rights to any such damages. Landlord shall be entitled to claim and have paid to it for the use and benefit of Landlord all compensation and damages for and on account of any right, title, interest or estate of Tenant in or to said Premises, Building and Complex. Tenant upon request of Landlord will execute any and all releases, transfers or other documents as shall be required by such public or quasi-public authority to effect and give further evidence and assurances of the foregoing. Notwithstanding the above, Tenant shall have the right to make a claim against the condemning authority but not against Landlord for compensation as may be separately awarded or allocated by reason of the cost or loss to Tenant as a result of the interruption of Tenant's business,

including but not limited to moving and relocation expenses and for depreciation to and removal of Tenant's trade fixtures.

Notwithstanding the foregoing, in the event of any taking resulting in Tenant's inability to use or occupy the Premises, Tenant shall be entitled to pursue and retain for its own benefit without any assignment to Landlord the unamortized cost of Tenant's contributions towards the cost of Landlord's Work, in accordance with Tenant's consistently applied accounting methods.

ARTICLE XVIII - MISCELLANEOUS

SECTION 18.1 - ENTIRE AGREEMENT/EXHIBITS

This Lease, including all exhibits (including the construction documents and plans attached or referred to in such exhibits), riders and addenda, constitute the entire agreement between the parties; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understandings shall vary its terms and it may not be amended, except by a written instrument executed by both parties hereto. All exhibits referred to in, and attached to, this Lease are hereby made a part of this Lease.

SECTION 18.2 - MEMORANDUM OF LEASE

This Lease shall not be recorded, but, if requested by either party, a Memorandum of Lease, setting forth a description of the Premises, the term and any renewal rights hereof, and such other provisions hereof as may be required or appropriated for such purposes, excluding any reference to the rent payable hereunder may be recorded. The cost of preparation and recording shall be borne by the party requesting same.

SECTION 18.3 - SUCCESSORS AND ASSIGNS

This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that an assignment, sublease or transfer of an interest in the Premises or in Tenant by Tenant in violation of the provisions of this Lease shall not vest any right, title or interest in the assigns.

SECTION 18.4 - SEVERABILITY OF INVALID PROVISIONS

If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

SECTION 18.5 - CHOICE OF LAW

The parties hereto agree that neither of them shall commence any action whatsoever, at law or in equity, for any matter or assert any claims relating to or arising from this Lease or the relationship of the parties, in any court other than those located in the County of Cuyahoga, State of Ohio. The parties hereto hereby consent to the jurisdiction of the state and federal courts located in Cuyahoga County, State of Ohio, for the litigation of any claims that exist or arise

between them now or in the future. The parties hereby stipulate that venue, as well as jurisdiction, is proper only in Cuyahoga County, State of Ohio.

Notwithstanding the foregoing, any action in forcible entry and detainer shall be filed in the Court that has jurisdiction where the Premises are located.

SECTION 18.6 - DUPLICATES

This Lease may be executed in several duplicates, all of which shall be deemed to be but one (1) original Lease.

SECTION 18.7 - BROKERS/LEASING FEES

Each party represents and warrants the other that no broker procured, negotiated or was instrumental in procuring, negotiating or consummating this Lease, except Grubb & Ellis and CB Richard Ellis. Landlord and Tenant agree to indemnify and hold the other harmless from any claims, demands, actions, losses, damages, costs, expenses and liabilities that may be based upon or alleged to be based upon any broker's or other party's commission or fee or other compensation in respect of this Lease, other than aforesaid, arising out of or alleged to arise out of any act or omission of Landlord or Tenant, as the case may be.

SECTION 18.8 - GUARANTEE

Intentionally Omitted.

SECTION 18.9 - AUTHORITY

If either Landlord or Tenant is a corporation or partnership or limited liability company, each individual executing this Lease on behalf of said corporation or partnership or limited liability company represents and warrants that (s)he is duly authorized to execute and deliver this Lease on behalf of said corporation or partnership or limited liability company, in accordance with the bylaws of said corporation or the provisions of a valid partnership agreement or operating agreement and that this Lease is binding upon said corporation or partnership or limited liability company.

SECTION 18.10 - CERTAIN WORDS, GENDER AND HEADINGS

As used in this Lease, the word "person" shall mean and include, where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for the singular and the singular for the plural, where appropriate; and words of any gender shall include any other gender. The topical headings of the several paragraphs of this Lease are inserted only as a matter of convenience and reference, and do not affect, define, limit or describe the scope or intent of this Lease.

SECTION 18.11 - LANDLORD LIABILITY

It is expressly understood and agreed by Tenant that nothing contained in this Lease shall be construed as creating any recourse against Landlord or its agents, employees, and

shareholders, personally, for any breach by Landlord of any covenant, representation, agreement or condition, either expressed or implied, contained in this Lease, or with regard to any warranty contained in this Lease. Tenant and every person now or hereafter claiming any right under this Lease shall look solely to Landlord's interest in the Complex (including the rents, sales proceeds and insurance proceeds) for the payment or other satisfaction thereof in the manner provided in this Lease, but subject to the foregoing, this shall not be construed in any way so as to affect or impair the legal enforceability of this Lease. Notwithstanding anything contained in this Lease to the contrary, Landlord shall not be liable for any consequential damages, such as business interruption, moving expenses, loss of business or the like.

SECTION 18.12 - FORCE MAJEURE

In the event that Landlord or Tenant shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of strikes, lock-outs, casualties, Acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war or other causes beyond the reasonable control of such party, then the delayed party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

SECTION 18.13 - EXHIBITING THE PREMISES

During the last six (6) months of the term of this Lease, or an extension thereof or while Tenant is in default of its obligations under this Lease beyond the lapse of any applicable notice and cure period, Landlord may enter the Premises for the purpose of exhibiting said Premises to prospective tenants (or at any time during the Lease term or any extension thereof, Landlord may enter the Premises for the purpose of exhibiting said Premises to prospective purchasers); provided that Landlord shall comply with all of the requirements of Section 5.3 of this Lease concerning Landlord's entry onto the Premises, including notice thereof. Tenant shall have no liability to any party viewing the Premises for any injuries resulting from such viewing of the Premises.

SECTION 18.14 - EXAMINATION OF LEASE

The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and shall vest no right in either party. This Lease becomes effective as a Lease only upon execution and delivery thereof by both parties hereto.

SECTION 18.15 - NO PRESUMPTION AGAINST DRAFTER

Landlord and Tenant understand, agree and acknowledge that this Lease has been freely negotiated by both parties and that, in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

SECTION 18.16 – TENANT'S FINANCING

(a) Landlord agrees that in connection with the construction of Landlord's Work and or Tenant's potential future expansion of the Premises into the Reserved Space, Landlord shall, at the request of Tenant, provide to Tenant financing for the cost of any improvements required by Tenant, provided that the outstanding balance of such Landlord financing may not exceed Three Million Four Hundred Thousand Dollars (\$3,400,000.00) at any time during the term of this Lease, including any extensions thereof. Excluding Landlord's financing in connection with Landlord's Work, the terms for repayment of which are included in Exhibit "A," Landlord and Tenant shall, acting reasonably and in good faith, agree upon the terms for disbursement and repayment of the Landlord's Expansion Financing, which may include amortizing the Landlord's Expansion Financing over the remainder of the initial term of this Lease with regard to the subject Expansion Space (as such term is selected by Tenant according to Section 1.5(a)(4) above) or a longer period, but in no event shall such amortization period be shorter than the remainder of the initial term of this Lease with regard to the subject Expansion Space.

(b) In the event it is necessary for Tenant to obtain financing with respect to Tenant's Expansion Space or other financial requirements in addition to the financing provided by Landlord set forth in Section 18.16(a) above, (i) Landlord acknowledges that Tenant may seek to obtain such additional financing by pledging Tenant's interest in this Lease as collateral for such financing, and (ii) to the extent permitted by law, Landlord agrees to allow Tenant to offer the Building and the land on which the Building is located, following subdivision thereof, as collateral for Tenant's proposed financing, where the pledge of such collateral would be accomplished by way of a mortgage from Landlord granted to Tenant's lender or some other mechanism, provided that Tenant gives Landlord reasonable prior notice of Tenant's intent to offer the Building and land as collateral and any such pledge thereof must be on terms and conditions reasonably acceptable to Landlord. Landlord agrees to enter into an amendment to this Lease with Tenant in order to incorporate any commercially reasonable and standard provisions typically requested by commercial lenders when evaluating a lease for the purpose of making a loan to be secured by the leasehold interest granted under such lease. Additionally, in the event requested by Tenant in connection with Tenant's efforts to obtain leasehold financing, Landlord agrees to negotiate in good faith with Tenant to enter into a ground lease with Tenant covering the Building, the terms of which shall be substantially similar to the terms of this Lease, to the extent applicable, with the exception of any changes based on commercially reasonable and standard terms and provisions typically included in ground leases for properties similar to the Building (including provisions requested by any such leasehold lender).

SECTION 18.17 - ACKNOWLEDGEMENTS

This Lease contains the operative terms and conditions for Tenant's lease of the Premises from Landlord, however, there are a number of matters concerning the future use and development of the Complex and Tenant's operation of a community school that have not been otherwise addressed in this Lease, and the parties desire to recite and acknowledge certain understandings with respect to such matters, as are shown below:

- (i) Landlord is currently considering plans to subdivide into a separate parcel the land on which the Building is located, and Landlord intends to pursue such subdivision with respect to the Building.

- (ii) Landlord intends to raze Building 22 of the Complex with the intent of creating more “green space” within the Complex or, at the request and cooperation of Tenant, to construct a small grassy outdoor play area or park in place thereof.
- (iii) Landlord intends to convert Building 39 into a gymnasium for use by Tenant and other occupants of the Complex.
- (iv) Landlord intends to make efforts towards improving the appearance and overall aesthetics of E. 36th Street and the Complex as a whole, which efforts may be in conjunction with assistance from the City of Cleveland, and Tenant intends to cooperate with Landlord’s efforts.
- (v) Tenant intends to continue to operate its community school within the Premises in conformance with the laws of the State of Ohio concerning community schools.
- (vi) Tenant intends to continue its efforts to provide a first-class education to its student body and to expand the grade levels available in the community school, whether the additional grade levels are operated by Tenant or other related or affiliated entities.

Notwithstanding anything contained above, Landlord and Tenant do not intend the acknowledgements contained in this Section 18.17 to be, and such acknowledgements are not to be deemed to be, promises, representations or warranties on the part of Landlord or Tenant to the other party. The acknowledgements are merely to express the understandings of the parties as to certain matters, which may or may not occur in the future, without any liability of Landlord or Tenant to the other party, without having any legal effect, and without constituting a default under this Lease.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the duly authorized representatives of Landlord and Tenant have executed this Lease as of August 12, 2008.

Witnesses:

Jucia Markovic
[Signature]

TYLERVILLE, LLC,
an Ohio limited liability company
By: Graystone Properties, Inc., its sole member
By: [Signature]
Bethany A. Davin, Chief Operating Officer
"Landlord"

Jucia Markovic
[Signature]

CLEVELAND ENTREPRENEURSHIP
PREPARATORY SCHOOL

By: [Signature] *
Name: John Zitzner
Its: co-founder
"Tenant"

* Pending Board of Directors Approval on
August 20, 2008

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

BEFORE ME, a Notary Public, in and for said county and state, personally appeared the above-named TYLERVILLE, LLC, an Ohio limited liability company, by GRAYSTONE PROPERTIES, INC., its sole member, by Bethany A. Davin, its Chief Operating Officer, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of said corporation and her free act and deed as such officer.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal at _____, Ohio this ____ day of _____, 2008.

Notary Public

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

BEFORE ME, a Notary Public, in and for said county and state, personally appeared the above-named CLEVELAND ENTREPRENEURSHIP PREPARATORY SCHOOL, by _____, its _____, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and her free act and deed as such officer.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal at _____, Ohio this ____ day of _____, 2008.

Notary Public

EXHIBIT "A"

1. Parties:

- (a) Landlord: Tylerville, LLC,
an Ohio Limited Liability Company
3615 Superior Avenue
Cleveland, Ohio 44114
- (b) Tenant: Cleveland Entrepreneurship Preparatory School
3615 Superior Avenue, Suite 2001 A
Cleveland, OH 44114

Federal ID No.: 20-2674339

2. Premises:

- (a) Building: Buildings 10, 15 and 20 in the Tyler East Complex
Address: 3615 Superior Avenue, Cleveland, OH 44114
Suite/Unit No.(s): 2001 A
Floor(s): 1st floor of building 20 and the 2nd floor of buildings 10, 15 and 20 and
- (b) Leasable Area in Premises: 33,552 square feet, subject to a measurement in accordance with BOMA standards for floor measurement within thirty (30) days after the Commencement Date to be performed by Landlord's Architect. Tenant shall have the right to have an independent licensed architect verify the final measurement of the Premises. In the event of a dispute over the size of the Premises as measured by Landlord's and Tenant's architects, Landlord and Tenant shall select a third licensed architect reasonably acceptable to both parties, and the measurement determined by said third architect shall be final.
- (c) Tenant has the option to lease space located on the third and fourth floors of buildings 10, 15 and 20, in accordance with Lease Section 1.5.
- (d) Tenant's Proportionate Share of Complex: 3.47%, subject to adjustment based on confirmation of the size of the Premises under Section 2(b) of this Exhibit "A"

3. Permitted Use of Premises: Charter School, including classrooms and other attendant uses.

4. Term: Approximately One Hundred Twenty-Seven (127) months following the Commencement Date.

Commencement Date: The date on which Landlord delivers the Premises to Tenant with Landlord's Work substantially completed as set forth in Lease Section 1.4, which is scheduled to occur on or about December 1, 2008.

Rent Commencement Date ("RCD"): January 5, 2009, subject to Lease Sections 1.4 and 2.2.

Termination Date: July 1, 2018, subject to Tenant's right to extend the term of the Lease in accordance with Lease Section 1.5.

Total Project Costs

TI	\$2,464,836.00
Elevator	\$232,496.00
Electrical Service	\$15,000.00
Street Scape	\$10,000.00
Windows-including demo, manufacture, installation and masonry repair around window openings	\$119,897.00
Concrete repair Masonry Cleaning	\$37,000.00
Entryway and sign	\$25,000.00
Roof/preparation for condensers on 1st floor	\$35,000.00
Contingency	\$20,000.00
	\$2,959,229.00
Graystone's Portion of elevator	-\$92,998.00
E-prep contribution	-\$300,000.00
	\$2,566,231.00

5. Rent:

(a) Base Rent - Initial Term:

<u>PERIOD</u>	<u>ANNUAL PSF BASE RENT</u>	<u>MONTHLY INSTALLMENT</u>
RCD – 12/31/2009	\$83,880	\$6,990.00

- Base rent is subject to adjustment based on confirmation of the size of the Premises under Section 2(b) of this Exhibit "A."
- Tenant shall not be required to pay base rent during the 13th, 37th, 83rd and 95th full calendar months of the Lease term, as such months shall be rent-free to Tenant.
- Base rent for each calendar year of the Lease term following calendar year 2009 shall be equal to the base rent for the immediately preceding calendar year increased by the percentage increase in the United States Bureau of Labor Statistics' Cleveland-Akron, Ohio Consumer Price Index for All Urban Consumers (the "CPI-U") from the month which is three (3) months prior to the month in which the immediately preceding calendar year commenced through the month which is three (3) months prior to the month in which the subject calendar year commences. If the manner in which the CPI-U is determined by the Department of Labor shall be substantially revised, an adjustment shall be made by Landlord for purposes of this Lease in such revised index or the calculation hereunder to produce results equivalent, as nearly as possible, to those which would have resulted if the CPI-U had not been so revised. If the CPI-U shall become unavailable to the public because publication is discontinued, or otherwise, Landlord will substitute therefor a reasonably comparable index (as determined by Landlord and Tenant) based upon changes in the cost of living or purchasing power of the consumer dollar published by a government agency, or, if no such index shall then be available, a comparable index published by a major bank or other financial institution or by a university or a financial publication of multi-state or national circulation.

(b) Amortization of the Cost of Landlord's Work:

Upon completion of Landlord's Work and final determination of the cost thereof, Landlord and Tenant shall enter into an amendment to this Lease setting forth the amount per rentable square foot of the Premises that Tenant shall pay to Landlord along with the monthly installments of rent during the initial 10-year term of this Lease as reimbursement for the cost of Landlord's Work (the "Scheduled Reimbursement") amortized over the initial 10-year term or fifteen (15) years with respect to the cost associated with upgrading the freight elevator within the Building, the HVAC system serving the Premises and the Buildings' electrical system, repair and replacement of the Buildings' roof and streetscape concrete work. Notwithstanding the foregoing, and subject to the provisions of Lease Section 1.5(d), the total amount paid by Tenant for base rent, additional rent and the Scheduled Reimbursement under this Lease (excluding the cost of Tenant's insurance under Lease Section 7.1, the cost of Tenant's janitorial services under Lease Section 6.2(c) and the cost of Tenant's utility services for the Premises under Lease Section 4.1) during any 12-month period during the term of this Lease shall not exceed \$420,000, subject to the annual increases in base rent based on the change in CPI-U as set forth above in Section 5(a) of this Exhibit "A" and increases in additional rent as contemplated under Lease Section 3.7 (the "Rental Cap"). Landlord and Tenant shall also establish in the amendment a schedule indicating the amount by which the Scheduled Reimbursement shall be reduced for each dollar Tenant pays to Landlord as advance repayment of the cost of Landlord's Work ("Advanced Reimbursement"), above the Scheduled Reimbursement payment, which schedule will be in substantially the same form as attached to this Lease as Schedule "A-1". In the event Tenant exercises its option to extend the initial 10-year term of this Lease or in the event Tenant extends the initial 10-year term in connection with Tenant's exercise of the Expansion Rights, Tenant shall be obligated to continue to reimburse Landlord for the cost of any of the Landlord's Work amortized over a 15-year period as identified in this Section 5(b).

2.50 1855w

Landlord and Tenant acknowledge that given the Rental Cap and the 15-year amortization schedule for certain of Landlord's Work as identified in the immediately preceding paragraph, a portion of the cost of Landlord's Work will not be fully amortized over the initial 10-year term of this Lease (such unamortized costs of Landlord's Work referred to in this Lease as the "Amortization Deficiency"). Accordingly, prior to any such Advanced Reimbursement by Tenant being applied towards reducing the Scheduled Reimbursement, the Advanced Reimbursement shall be first applied to repay Landlord for the Amortization Deficiency accrued as of the date of such Advanced Reimbursement that Tenant would have been required to pay to Landlord absent the Rental Cap. Notwithstanding anything contained in this Lease to the contrary, Landlord and Tenant acknowledge and agree that due to the Rental Cap and the 15-year amortization of certain of Landlord's Work, Landlord may not be fully reimbursed for the cost of Landlord's Work under the terms of this Lease despite the provisions of this Lease providing for partial reimbursement of the Amortization Deficiency, and Tenant is not required to pay to Landlord any previously unpaid Amortization Deficiency upon expiration of the term of this Lease.

Landlord and Tenant shall establish and agree upon amortization schedules for the Scheduled Reimbursement and the Amortization Deficiency to be incorporated into this Lease at the time of entering into the amendment to this Lease as contemplated under this Section 5(b). The amortization schedules may be revised from time to time as necessary under the terms of this Lease, including with respect to delay in completion of the freight elevator upgrade as discussed in Exhibit "C." Landlord and Tenant shall take into account the costs of Landlord's financing for Landlord's Work when determining such amortization schedules.

CAM

To illustrate the operation of this Section 5(b), assuming for the purposes of this illustration that the cost of Landlord's Work is \$3,700,000, the annual amortization of the cost of Landlord's Work would be approximately \$13.00 per rentable square foot of the Premises (see Schedule "A-1" for sample calculations), which, together with base rent at \$2.50/sq. ft. and additional rent at \$1.17/sq. ft. for the first year of the term of this Lease, would make the total amount that Tenant is obligated to pay to Landlord for the first year of the lease term equal to \$16.67/sq. ft. However, based on application of the Rent Cap, the total amount that Tenant is obligated to pay to Landlord under this Lease for the first year of the lease term is \$12.52/sq. ft. (\$420,000 -- Rent Cap / 33,552 -- size of Premises = \$12.52/sq. ft.). Thus, the Amortization Deficiency for the first year of the lease term would be \$4.15/sq. ft. (\$16.67 - \$12.52 = \$4.15), equating to a monthly Amortization Deficiency amount of \$11,603.40 and an annual Amortization Deficiency amount of \$139,240.08. If Tenant made an Advance Reimbursement payment of \$200,000 on the first day of the fourth (4th) month of the first year of the lease term, the first \$34,810.20 (3 months x \$11603.40) of the \$200,000 Advance Reimbursement would be applied towards the Amortization Deficiency and the remaining \$165,189.80 would be applied towards reducing the Scheduled Reimbursement.

<u>(c) Utilities</u>	<u>Billing Method</u>		
<input checked="" type="checkbox"/> Gas	<input type="checkbox"/> sub-metered	<input checked="" type="checkbox"/> direct	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Electric	<input checked="" type="checkbox"/> sub-metered	<input type="checkbox"/> direct	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Water & Sewer	<input checked="" type="checkbox"/> sub-metered	<input type="checkbox"/> direct	<input type="checkbox"/> No

(d) Operating Costs: OPERATING COSTS ARE IN ADDITION TO THE BASE RENT FOR THE TERM OF THIS LEASE and Tenant shall be required to make appropriate contributions for the maintenance, repair, replacement and/or operation of the Complex or Building, on an equitable, pro rata basis for the items noted below.

<input checked="" type="checkbox"/> Common Gas	<input checked="" type="checkbox"/> pro rata	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Common Electric	<input checked="" type="checkbox"/> pro rata	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Common Water	<input checked="" type="checkbox"/> pro rata	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Security Service	<input checked="" type="checkbox"/> pro rata	<input type="checkbox"/> No

10. Option to Extend:

Tenant shall have the option to extend the initial lease term for two (2) additional periods of five (5) years, exercisable by giving Landlord prior written notice of Tenant's intent to extend the term of the Lease, at least nine (9) months in advance of the expiration date of the then applicable Lease term. Such extension shall be upon the same terms and conditions as provided in the Lease, including calculation of base rent for each calendar year of the extension terms which shall be based on \$2.50 per rentable square foot of the Premises plus annual increases in the CPI-U from 2009 as set forth under Section 5 of this Exhibit "A," and plus any additional requested tenant improvements which have been pre approved by Landlord.

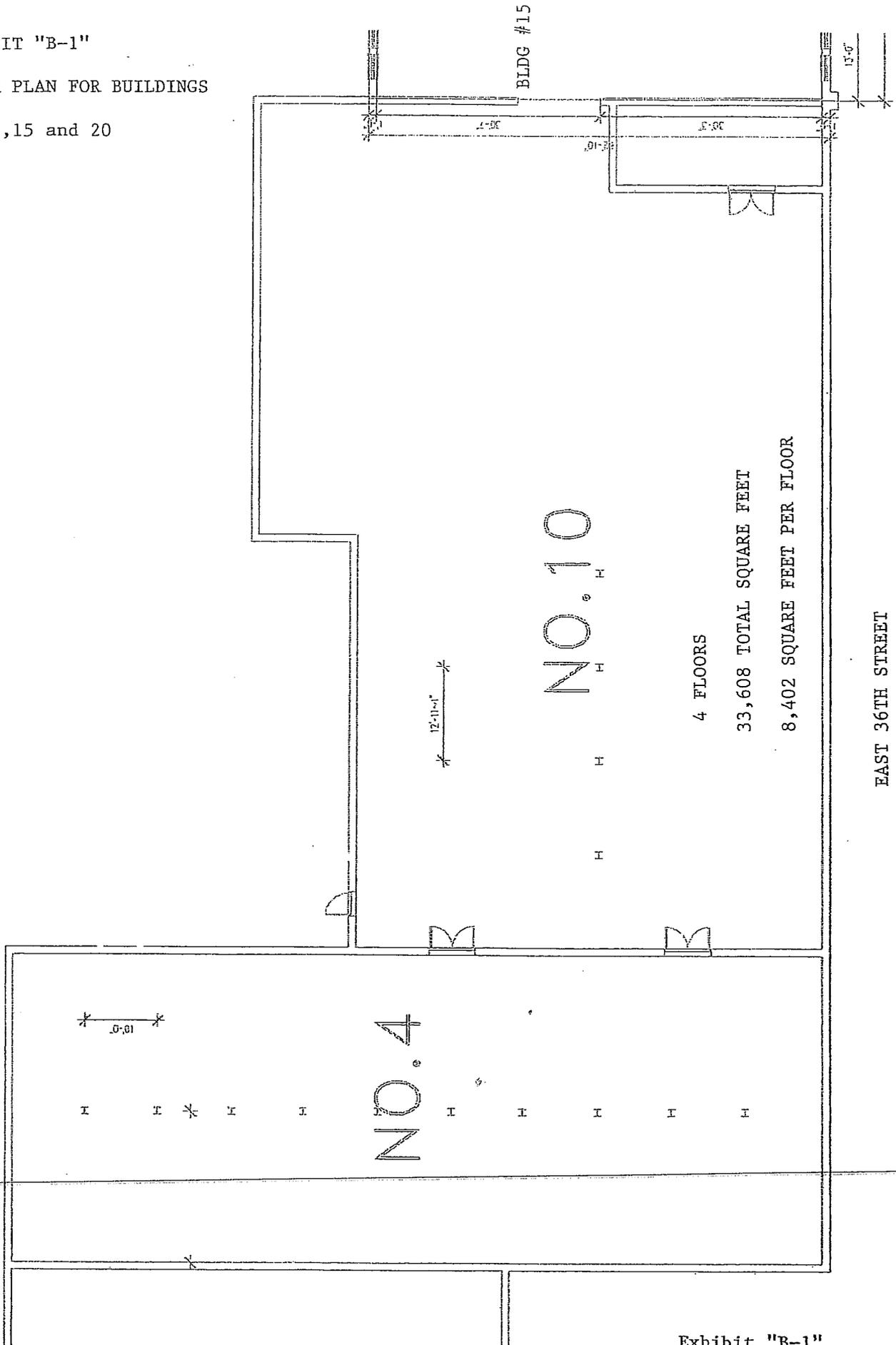
11. Right of First Offer:

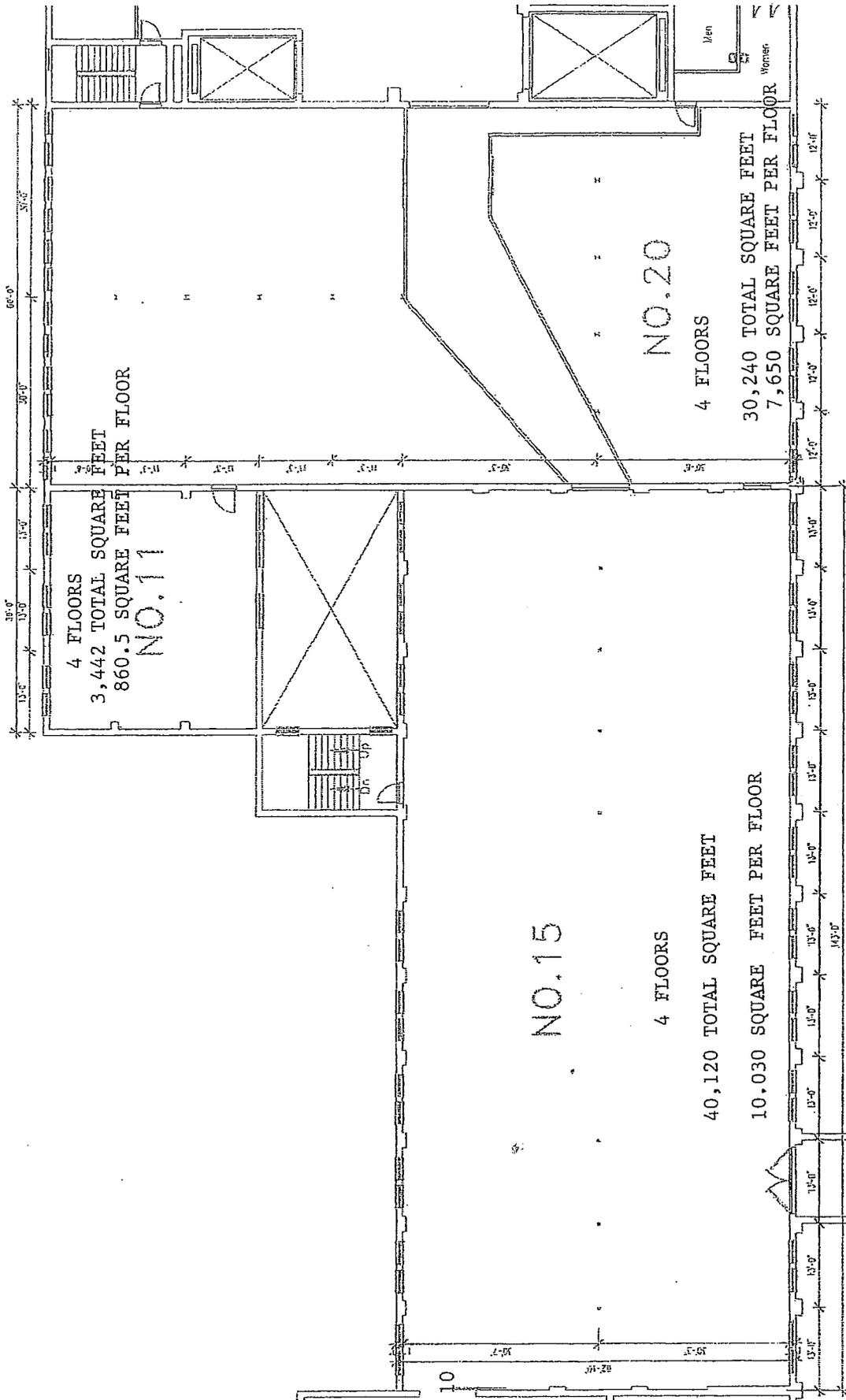
In the event Landlord, or any subsequent owner of the Premises, desires to sell, convey or otherwise transfer all or any portion of the buildings in which the Premises are located ("Offered Space") at any time following the December 31, 2010, Landlord shall first offer the same to Tenant, in writing, which offer shall contain the price, terms and conditions upon which Landlord intends to sell, convey or transfer the Offered Space. Tenant shall have a period of forty-five (45) days from and after the receipt of Landlord's notice of such desired sale, conveyance or transfer of the Offered Space to accept or reject such offer. If Tenant fails to advise Landlord of the acceptance or rejection of such offer within such forty-five (45) day period then, in such event, Tenant shall be deemed to have rejected the same. If Tenant accepts such offer then, Landlord and Tenant shall enter into a binding agreement in accordance with the price, terms and conditions set forth in the notice form Landlord to Tenant. If Tenant rejects or is deemed to have rejected such offer then, in such event, Landlord may extend such offer to one or more third parties at a price and upon terms and conditions not more favorable to any such third party than those offered to Tenant (provided that the purchase price or consideration paid to Landlord for a sale to a third party may be less than the purchase price offered to Tenant by up to ten percent (10%)) for a period of one hundred eighty (180) days after the rejection of such offer by Tenant (or upon the expiration of the notice period if Tenant is deemed to have rejected such offer). If Landlord does not enter into an agreement for the sale, transfer or conveyance of the Premises within such one hundred eighty (180) day period in accordance with the foregoing then, in such event, the provisions of this Right of First Offer shall again apply to any proposed sale, conveyance or transfer of the Premises and Tenant shall again have the right of "first offering" as set forth herein. The failure of Tenant to exercise any right under this Right of First Offer shall not affect or diminish any other right of Tenant hereunder.

EXHIBIT "B-1"

FLOOR PLAN FOR BUILDINGS

10,11,15 and 20





EAST 36TH STREET

BLDG NO. 10

EXHIBIT "C"

IMPROVEMENTS TO BE MADE

Landlord shall construct certain improvements to the Premises, as more fully described below ("Landlord's Work"). Landlord shall cause Geis Companies, LLC ("Contractor"), the general contractor for construction of Landlord's Work, to prepare detailed plans and specifications and construction drawings (collectively, the "Plans and Specifications"), which shall be prepared to basic LEED Certification Standards, and which, upon completion and acceptance by Tenant and Landlord, shall replace the current lease plan which is now included as Exhibit "B." Landlord shall submit the Plans and Specifications to Tenant for approval within seven (7) business days after execution of this Lease. Within ten (10) business days after receipt of Landlord's plans and specifications and construction drawings, Tenant shall notify Landlord either of its approval thereof or of any changes required by Tenant. If changes are required, Landlord, within ten (10) days after being notified of the required changes by Tenant, shall submit amended plans and specifications to Tenant for approval. Landlord shall be responsible for obtaining all governmental permits and approvals in connection with construction of Landlord's Work.

Upon substantial completion of Landlord's Work, Landlord shall provide Tenant with written notice that the Premises are substantially complete and available for Tenant's occupancy, following which the parties shall conduct a walk through of the Premises as contemplated under Lease Section 1.4.

Landlord shall pass through and assign to Tenant any warranties provided to Landlord by the Contractor performing the work and shall assign to Tenant any manufacturer's warranties on equipment or fixtures installed in Tenant's space. Contractor's standard warranty for its work or the work Contractor's sub-contractors have performed is one (1) year from completion.

IMPROVEMENTS:

Consistent with the Plans and Specifications, Landlord shall provide the following improvements:

Base Building Improvements

- Replace existing windows with new thermal pane windows
- Freight elevator cab to be replaced with a passenger elevator with controls* ‡
- New entryway to for Tenant along East 36th Street
- New curb cuts along East 36th Street to allow for student drop off and pick up and other streetscape concrete work‡
- New fire escapes as may be required by state or city rules and regulations
- Required exterior building masonry cleaning and repair
- Production and installation of Tenant's marquee sign
- Repair and/or replacement of the Buildings' roof ‡
- Upgrade of the Building's electrical system‡

* The parties acknowledge and agree that replacement of the freight elevator with a new passenger elevator may not be completed at the time all of the other items of Landlord's Work are substantially completed and the Premises are ready for Tenant's occupancy as contemplated under Lease Section 1.4. Accordingly, Tenant's reimbursement of Landlord for the cost of the elevator upgrade, which is limited to \$125,000.00 of the total cost thereof and which is to be amortized over a 15-year period, will not be included in the amortization of the cost of Landlord's Work as contemplated under Section 5(b) of Exhibit "A" until the time such elevator upgrade is completed by Landlord. Upon completion of the elevator upgrade, Landlord and Tenant shall revise the amortization schedules to include the cost thereof.

‡ Denotes items the cost of which is to be amortized over fifteen (15) years

Interior Improvements

Landlord will provide a turn-key build out of the Premises in accordance with the Plans and Specifications approved by Tenant.

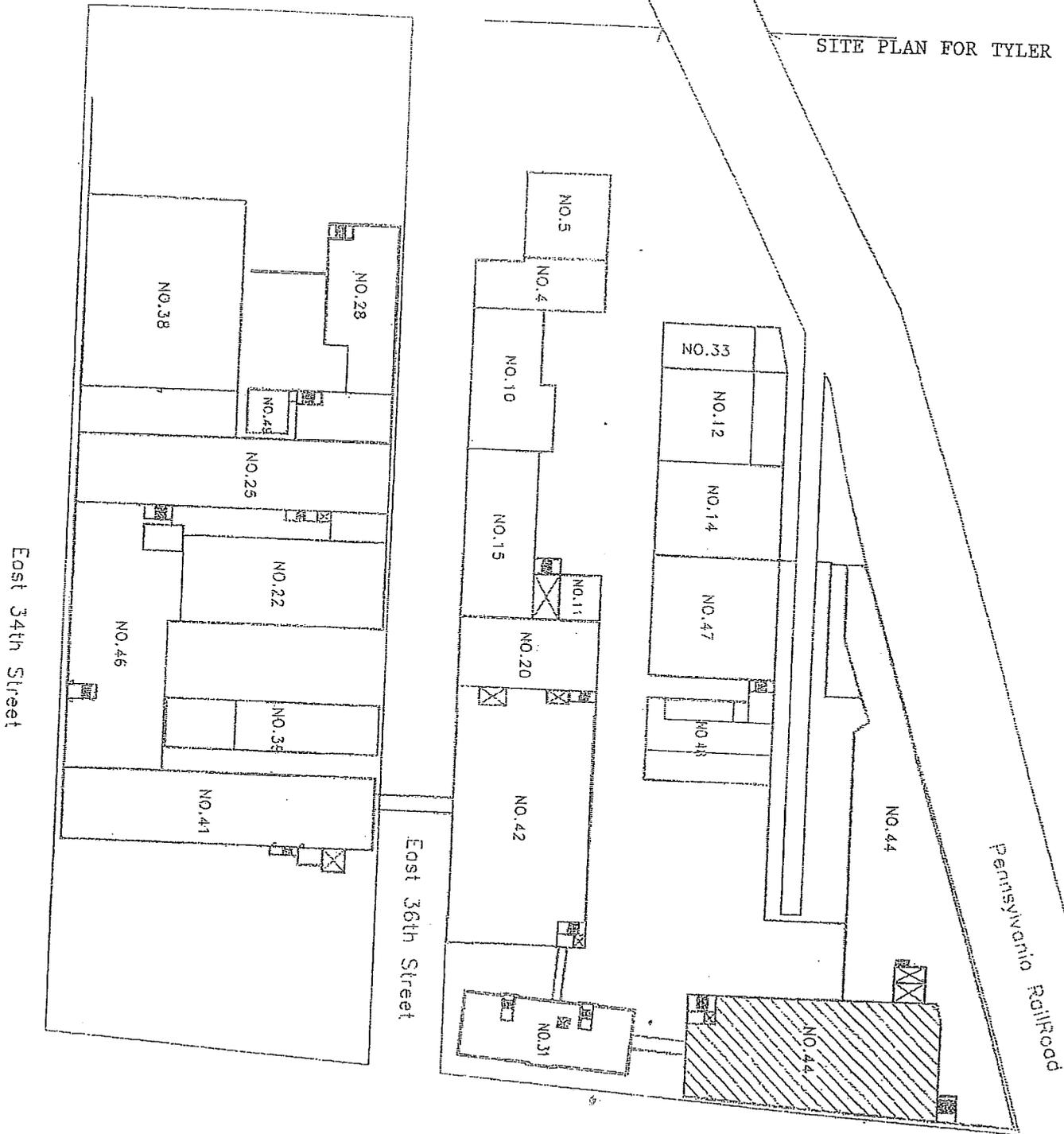
Tyler Village has an OC-48 connection on redundant fiber with battery back up offering unlimited bandwidth and unlimited capacity. The connection is located at Building 31. It is Tenant's responsibility to hook up and pay for said connection at its sole cost.

ADA Compliance: The elevator to be installed in Building 42. Building 42 of Tyler Village will have installed a passenger elevator as well as 2nd floor and the main lobby of the Building 20 entrance and all Landlord's Work shall be ADA compliant.

St. Clair Avenue

EXHIBIT "D"

SITE PLAN FOR TYLER VILLAGE



East 34th Street

East 36th Street

Superior Avenue

East 38th

Pennsylvania Railroad

EXHIBIT 'E'

RULES AND REGULATIONS

IN WITNESS WHEREOF, the duly authorized representatives of Landlord and Tenant have executed this Lease as of August 12, 2008.

Witnesses:

Lucia Makovic
[Signature]

TYLERVILLE, LLC,
an Ohio limited liability company
By: Graystone Properties, Inc., its sole member

By: [Signature]
Bethany A. Davin, Chief Operating Officer
"Landlord"

Lucia Makovic
[Signature]

CLEVELAND ENTREPRENEURSHIP
PREPARATORY SCHOOL

By: [Signature] *
Name: John Ditzner
Its: C^o - founder
"Tenant"

* Renting Board of Directors Approval on
August 20, 2008

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said county and state, personally appeared the above-named TYLERVILLE, LLC, an Ohio limited liability company, by GRAYSTONE PROPERTIES, INC., its sole member, by Bethany A. Davin, its Chief Operating Officer, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of said corporation and her free act and deed as such officer.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal at _____, Ohio this ____ day of _____, 2008.

Notary Public

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said county and state, personally appeared the above-named CLEVELAND ENTREPRENEURSHIP PREPARATORY SCHOOL, by _____, its _____, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and her free act and deed as such officer.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal at _____, Ohio this ____ day of _____, 2008.

Notary Public

EXHIBIT "A"

1. Parties:

- (a) Landlord: Tylerville, LLC,
an Ohio Limited Liability Company
3615 Superior Avenue
Cleveland, Ohio 44114
- (b) Tenant: Cleveland Entrepreneurship Preparatory School
3615 Superior Avenue, Suite 2001 A
Cleveland, OH 44114
- Federal ID No.: 20-2674339

2. Premises:

- (a) Building: Buildings 10, 15 and 20 in the Tyler East Complex
Address: 3615 Superior Avenue, Cleveland, OH 44114
Suite/Unit No.(s): 2001 A
Floor(s): 1st floor of building 20 and the 2nd floor of buildings 10, 15
and 20 ~~and~~
- (b) Leasable Area
in Premises: 33,552 square feet, subject to a measurement in accordance
with BOMA standards for floor measurement within thirty
(30) days after the Commencement Date to be performed by
Landlord's Architect. Tenant shall have the right to have an
independent licensed architect verify the final measurement of
the Premises. In the event of a dispute over the size of the
Premises as measured by Landlord's and Tenant's architects,
Landlord and Tenant shall select a third licensed architect
reasonably acceptable to both parties, and the measurement
determined by said third architect shall be final.
- (c) Tenant has the option to lease space located on the third and fourth floors of buildings 10,
15 and 20, in accordance with Lease Section 1.5.
- (d) Tenant's Proportionate Share of Complex: 3.47%, subject to adjustment based on
confirmation of the size of the Premises
under Section 2(b) of this Exhibit "A"

3. Permitted Use of Premises: Charter School, including classrooms and other attendant uses.

4. Term: Approximately One Hundred Twenty-Seven (127) months following the Commencement Date.

- Commencement Date: The date on which Landlord delivers the Premises to
Tenant with Landlord's Work substantially
completed as set forth in Lease Section 1.4, which is
scheduled to occur on or about December 1, 2008.
- Rent Commencement Date ("RCD"): January 5, 2009, subject to Lease Sections 1.4 and
2.2.
- Termination Date: July 1, 2018, subject to Tenant's right to extend the
term of the Lease in accordance with Lease Section
1.5.

Total Project Costs

TI	\$2,464,836.00
Elevator	\$232,496.00
Electrical Service	\$15,000.00
Street Scape	\$10,000.00
Windows-including demo, manufacture, installation and masonry repair around window openings	\$119,897.00
Concrete repair Masonry Cleaning	\$37,000.00
Entryway and sign	\$25,000.00
Roof/preparation for condensers on 1st floor	\$35,000.00
Contingency	\$20,000.00
	\$2,959,229.00
Graystone's Portion of elevator	-\$92,998.00
E-prep contribution	-\$300,000.00
	\$2,566,231.00

5. Rent:

(a) Base Rent - Initial Term:

<u>PERIOD</u>	<u>ANNUAL PSF BASE RENT</u>	<u>MONTHLY INSTALLMENT</u>
RCD - 12/31/2009	\$83,880	\$6,990.00

- Base rent is subject to adjustment based on confirmation of the size of the Premises under Section 2(b) of this Exhibit "A."
- Tenant shall not be required to pay base rent during the 13th, 37th, 83rd and 95th full calendar months of the Lease term, as such months shall be rent-free to Tenant.
- Base rent for each calendar year of the Lease term following calendar year 2009 shall be equal to the base rent for the immediately preceding calendar year increased by the percentage increase in the United States Bureau of Labor Statistics' Cleveland-Akron, Ohio Consumer Price Index for All Urban Consumers (the "CPI-U") from the month which is three (3) months prior to the month in which the immediately preceding calendar year commenced through the month which is three (3) months prior to the month in which the subject calendar year commences. If the manner in which the CPI-U is determined by the Department of Labor shall be substantially revised, an adjustment shall be made by Landlord for purposes of this Lease in such revised index or the calculation hereunder to produce results equivalent, as nearly as possible, to those which would have resulted if the CPI-U had not been so revised. If the CPI-U shall become unavailable to the public because publication is discontinued, or otherwise, Landlord will substitute therefor a reasonably comparable index (as determined by Landlord and Tenant) based upon changes in the cost of living or purchasing power of the consumer dollar published by a government agency, or, if no such index shall then be available, a comparable index published by a major bank or other financial institution or by a university or a financial publication of multi-state or national circulation.

(b) Amortization of the Cost of Landlord's Work:

Upon completion of Landlord's Work and final determination of the cost thereof, Landlord and Tenant shall enter into an amendment to this Lease setting forth the amount per rentable square foot of the Premises that Tenant shall pay to Landlord along with the monthly installments of rent during the initial 10-year term of this Lease as reimbursement for the cost of Landlord's Work (the "Scheduled Reimbursement") amortized over the initial 10-year term or fifteen (15) years with respect to the cost associated with upgrading the freight elevator within the Building, the HVAC system serving the Premises and the Buildings' electrical system, repair and replacement of the Buildings' roof and streetscape concrete work. Notwithstanding the foregoing, and subject to the provisions of Lease Section 1.5(d), the total amount paid by Tenant for base rent, additional rent and the Scheduled Reimbursement under this Lease (excluding the cost of Tenant's insurance under Lease Section 7.1, the cost of Tenant's janitorial services under Lease Section 6.2(c) and the cost of Tenant's utility services for the Premises under Lease Section 4.1) during any 12-month period during the term of this Lease shall not exceed \$420,000, subject to the annual increases in base rent based on the change in CPI-U as set forth above in Section 5(a) of this Exhibit "A" and increases in additional rent as contemplated under Lease Section 3.7 (the "Rental Cap"). Landlord and Tenant shall also establish in the amendment a schedule indicating the amount by which the Scheduled Reimbursement shall be reduced for each dollar Tenant pays to Landlord as advance repayment of the cost of Landlord's Work ("Advanced Reimbursement"), above the Scheduled Reimbursement payment, which schedule will be in substantially the same form as attached to this Lease as Schedule "A-1". In the event Tenant exercises its option to extend the initial 10-year term of this Lease or in the event Tenant extends the initial 10-year term in connection with Tenant's exercise of the Expansion Rights, Tenant shall be obligated to continue to reimburse Landlord for the cost of any of the Landlord's Work amortized over a 15-year period as identified in this Section 5(b).

2.50 ISSW

Landlord and Tenant acknowledge that given the Rental Cap and the 15-year amortization schedule for certain of Landlord's Work as identified in the immediately preceding paragraph, a portion of the cost of Landlord's Work will not be fully amortized over the initial 10-year term of this Lease (such unamortized costs of Landlord's Work referred to in this Lease as the "Amortization Deficiency"). Accordingly, prior to any such Advanced Reimbursement by Tenant being applied towards reducing the Scheduled Reimbursement, the Advanced Reimbursement shall be first applied to repay Landlord for the Amortization Deficiency accrued as of the date of such Advanced Reimbursement that Tenant would have been required to pay to Landlord absent the Rental Cap. Notwithstanding anything contained in this Lease to the contrary, Landlord and Tenant acknowledge and agree that due to the Rental Cap and the 15-year amortization of certain of Landlord's Work, Landlord may not be fully reimbursed for the cost of Landlord's Work under the terms of this Lease despite the provisions of this Lease providing for partial reimbursement of the Amortization Deficiency, and Tenant is not required to pay to Landlord any previously unpaid Amortization Deficiency upon expiration of the term of this Lease.

Landlord and Tenant shall establish and agree upon amortization schedules for the Scheduled Reimbursement and the Amortization Deficiency to be incorporated into this Lease at the time of entering into the amendment to this Lease as contemplated under this Section 5(b). The amortization schedules may be revised from time to time as necessary under the terms of this Lease, including with respect to delay in completion of the freight elevator upgrade as discussed in Exhibit "C." Landlord and Tenant shall take into account the costs of Landlord's financing for Landlord's Work when determining such amortization schedules.

CAM

To illustrate the operation of this Section 5(b), assuming for the purposes of this illustration that the cost of Landlord's Work is \$3,700,000, the annual amortization of the cost of Landlord's Work would be approximately \$13.00 per rentable square foot of the Premises (see Schedule "A-1" for sample calculations), which, together with base rent at \$2.50/sq. ft. and additional rent at \$1.17/sq. ft. for the first year of the term of this Lease, would make the total amount that Tenant is obligated to pay to Landlord for the first year of the lease term equal to \$16.67/sq. ft. However, based on application of the Rent Cap, the total amount that Tenant is obligated to pay to Landlord under this Lease for the first year of the lease term is \$12.52/sq. ft. (\$420,000 -- Rent Cap / 33,552 -- size of Premises = \$12.52/sq. ft.). Thus, the Amortization Deficiency for the first year of the lease term would be \$4.15/sq. ft. (\$16.67 - \$12.52 = \$4.15), equating to a monthly Amortization Deficiency amount of \$11,603.40 and an annual Amortization Deficiency amount of \$139,240.08. If Tenant made an Advance Reimbursement payment of \$200,000 on the first day of the fourth (4th) month of the first year of the lease term, the first \$34,810.20 (3 months x \$11603.40) of the \$200,000 Advance Reimbursement would be applied towards the Amortization Deficiency and the remaining \$165,189.80 would be applied towards reducing the Scheduled Reimbursement.

(c) Utilities	Billing Method		
<input checked="" type="checkbox"/> Gas	<input type="checkbox"/> sub-metered	<input checked="" type="checkbox"/> direct	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Electric	<input checked="" type="checkbox"/> sub-metered	<input type="checkbox"/> direct	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Water & Sewer	<input checked="" type="checkbox"/> sub-metered	<input type="checkbox"/> direct	<input type="checkbox"/> No

(d) Operating Costs: OPERATING COSTS ARE IN ADDITION TO THE BASE RENT FOR THE TERM OF THIS LEASE and Tenant shall be required to make appropriate contributions for the maintenance, repair, replacement and/or operation of the Complex or Building, on an equitable, pro rata basis for the items noted below.

<input checked="" type="checkbox"/> Common Gas	<input checked="" type="checkbox"/> pro rata	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Common Electric	<input checked="" type="checkbox"/> pro rata	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Common Water	<input checked="" type="checkbox"/> pro rata	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Security Service	<input checked="" type="checkbox"/> pro rata	<input type="checkbox"/> No

10. Option to Extend:

Tenant shall have the option to extend the initial lease term for two (2) additional periods of five (5) years, exercisable by giving Landlord prior written notice of Tenant's intent to extend the term of the Lease, at least nine (9) months in advance of the expiration date of the then applicable Lease term. Such extension shall be upon the same terms and conditions as provided in the Lease, including calculation of base rent for each calendar year of the extension terms which shall be based on \$2.50 per rentable square foot of the Premises plus annual increases in the CPI-U from 2009 as set forth under Section 5 of this Exhibit "A," and plus any additional requested tenant improvements which have been prior approved by Landlord.

11. Right of First Offer:

In the event Landlord, or any subsequent owner of the Premises, desires to sell, convey or otherwise transfer all or any portion of the buildings in which the Premises are located ("Offered Space") at any time following the December 31, 2010, Landlord shall first offer the same to Tenant, in writing, which offer shall contain the price, terms and conditions upon which Landlord intends to sell, convey or transfer the Offered Space. Tenant shall have a period of forty-five (45) days from and after the receipt of Landlord's notice of such desired sale, conveyance or transfer of the Offered Space to accept or reject such offer. If Tenant fails to advise Landlord of the acceptance or rejection of such offer within such forty-five (45) day period then, in such event, Tenant shall be deemed to have rejected the same. If Tenant accepts such offer then, Landlord and Tenant shall enter into a binding agreement in accordance with the price, terms and conditions set forth in the notice form Landlord to Tenant. If Tenant rejects or is deemed to have rejected such offer then, in such event, Landlord may extend such offer to one or more third parties at a price and upon terms and conditions not more favorable to any such third party than those offered to Tenant (provided that the purchase price or consideration paid to Landlord for a sale to a third party may be less than the purchase price offered to Tenant by up to ten percent (10%)) for a period of one hundred eighty (180) days after the rejection of such offer by Tenant (or upon the expiration of the notice period if Tenant is deemed to have rejected such offer). If Landlord does not enter into an agreement for the sale, transfer or conveyance of the Premises within such one hundred eighty (180) day period in accordance with the foregoing then, in such event, the provisions of this Right of First Offer shall again apply to any proposed sale, conveyance or transfer of the Premises and Tenant shall again have the right of "first offering" as set forth herein. The failure of Tenant to exercise any right under this Right of First Offer shall not affect or diminish any other right of Tenant hereunder.

July 1, 2008	SG&I	BB Cost	TI Cost	Total Cost	E Free Capital Contribution	Total Financing Amt	Cleveland Foundation Monthly Pmt	Village Capital Monthly Pmt	Other Financing Monthly Pmt	Other Financing Monthly Pmt	Other Financing Monthly Pmt	Bank Financing Monthly Pmt	Financing Cost/SG&I	Base Bonus/EI	CAW/SG&I	Total Rebuild/EI	Total Rebuild/Month	
Example Date 2	33,938	\$431,395	\$2,464,838	\$2,896,231	\$0	\$2,896,231	\$0	\$0	\$0	\$0	\$0	\$28,480	\$11.69	\$2.50	\$1.17	\$14.09	\$478,309	\$38,659.05

Blue represents input cells

¹ Cleveland Foundation Pmt Cals

Interest Rate 3.0%
Amount \$750,000
Amortization 240 months

² Village Capital Pmt Cals

Interest Rate 5.0%
Amount \$750,000
Amortization 240 months

³ Other Financing 1

Interest Rate 5.0%
Amount \$0
Amortization 240 months

⁴ Other Financing 2

Interest Rate 5.0%
Amount \$0
Amortization 240 months

⁵ Other Financing 3

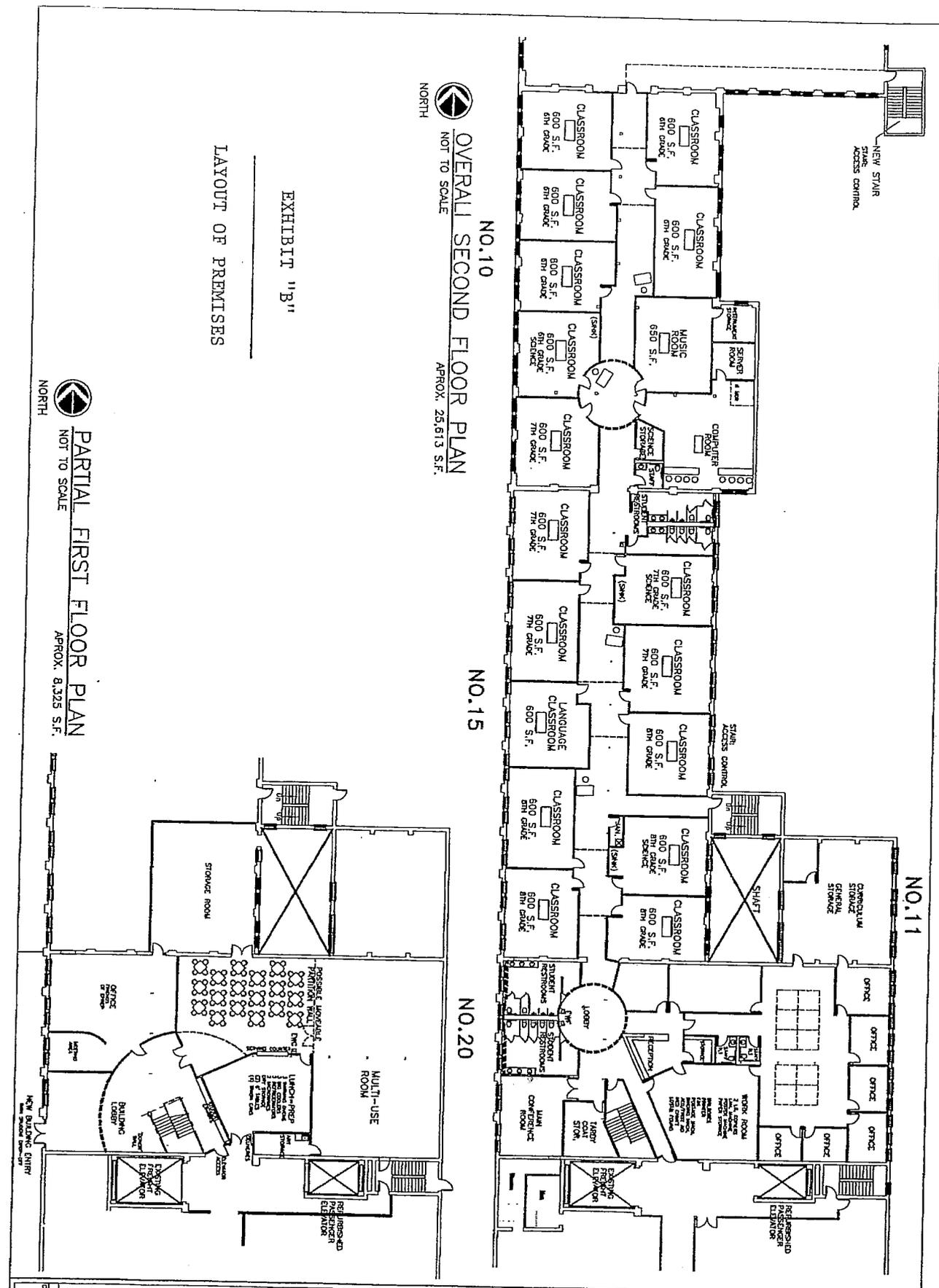
Interest Rate 5.0%
Amount \$0
Amortization 240 months

⁶ Bank Financing Pmt Cals

Lender Rate 5.5%
Interest Rate 6.5%
Amount \$0
Interest Only (Y/N) n
Amortization 120 months

Remaining Balance, after capital contributions and other financing sources

TI = Tenant Improvements
BB = Base Building Improvements



NO.10
 OVERALL SECOND FLOOR PLAN
 NOT TO SCALE
 APPROX. 25,613 S.F.

NO.15

NO.11

NO.20

EXHIBIT "B"
 LAYOUT OF PREMISES

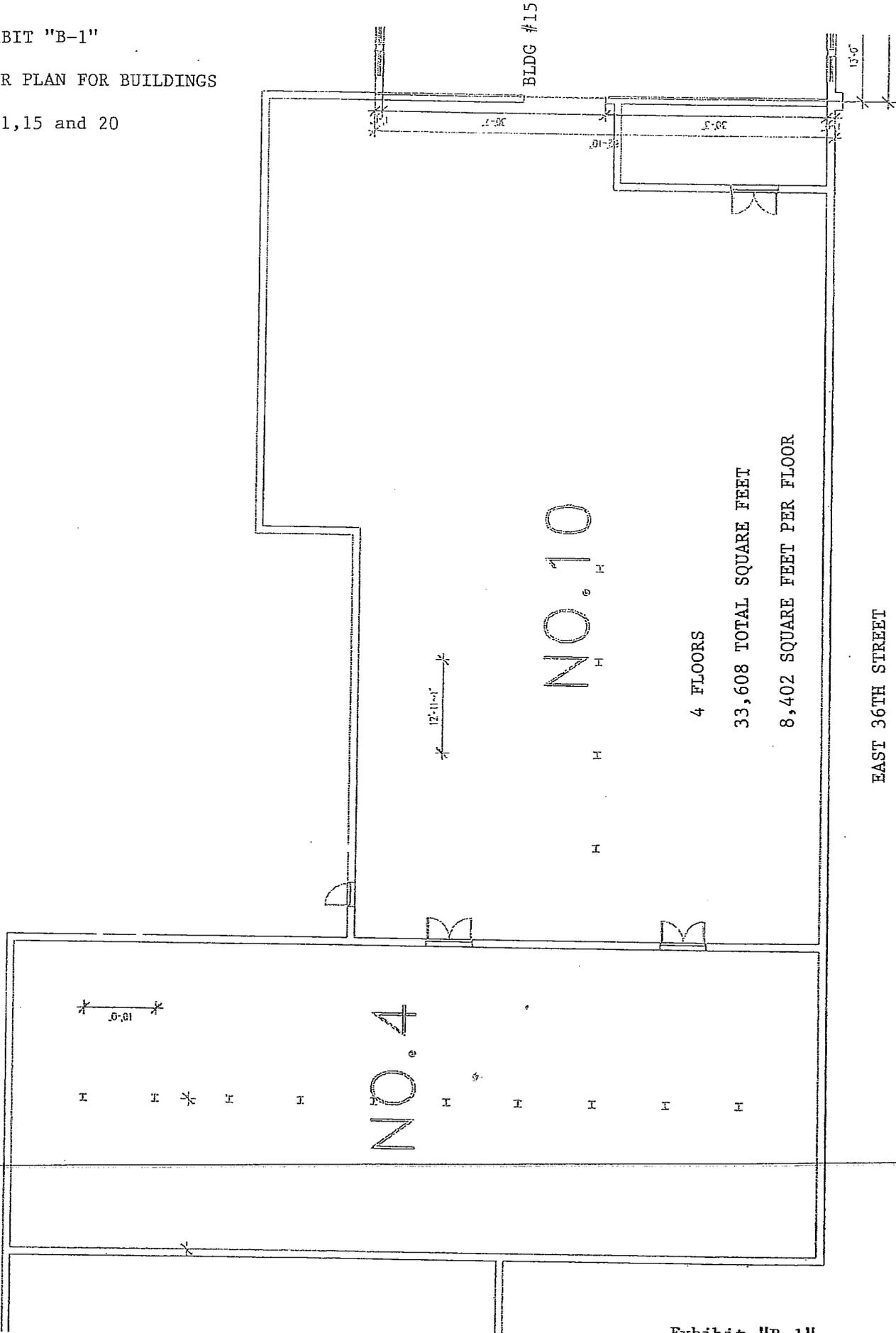
PARTIAL FIRST FLOOR PLAN
 NOT TO SCALE
 APPROX. 8,325 S.F.

<p>GBS COMPANIES 10815 Aurora Avenue N. Suite 1000 Lynnwood, WA 98036 PH: (206) 226-1200 WWW.GBS-COM.COM</p>	<p>DATE: 11/11/11 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]</p>
	<p>DATE: 11/11/11 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]</p>
<p>SUITE FLOOR PLAN EPREP SCHOOL TYLER VILLAGE, CLEVELAND</p>	<p>DATE: 11/11/11 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]</p>
<p>DATE: 11/11/11 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]</p>	<p>DATE: 11/11/11 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]</p>

EXHIBIT "B-1"

FLOOR PLAN FOR BUILDINGS

10,11,15 and 20

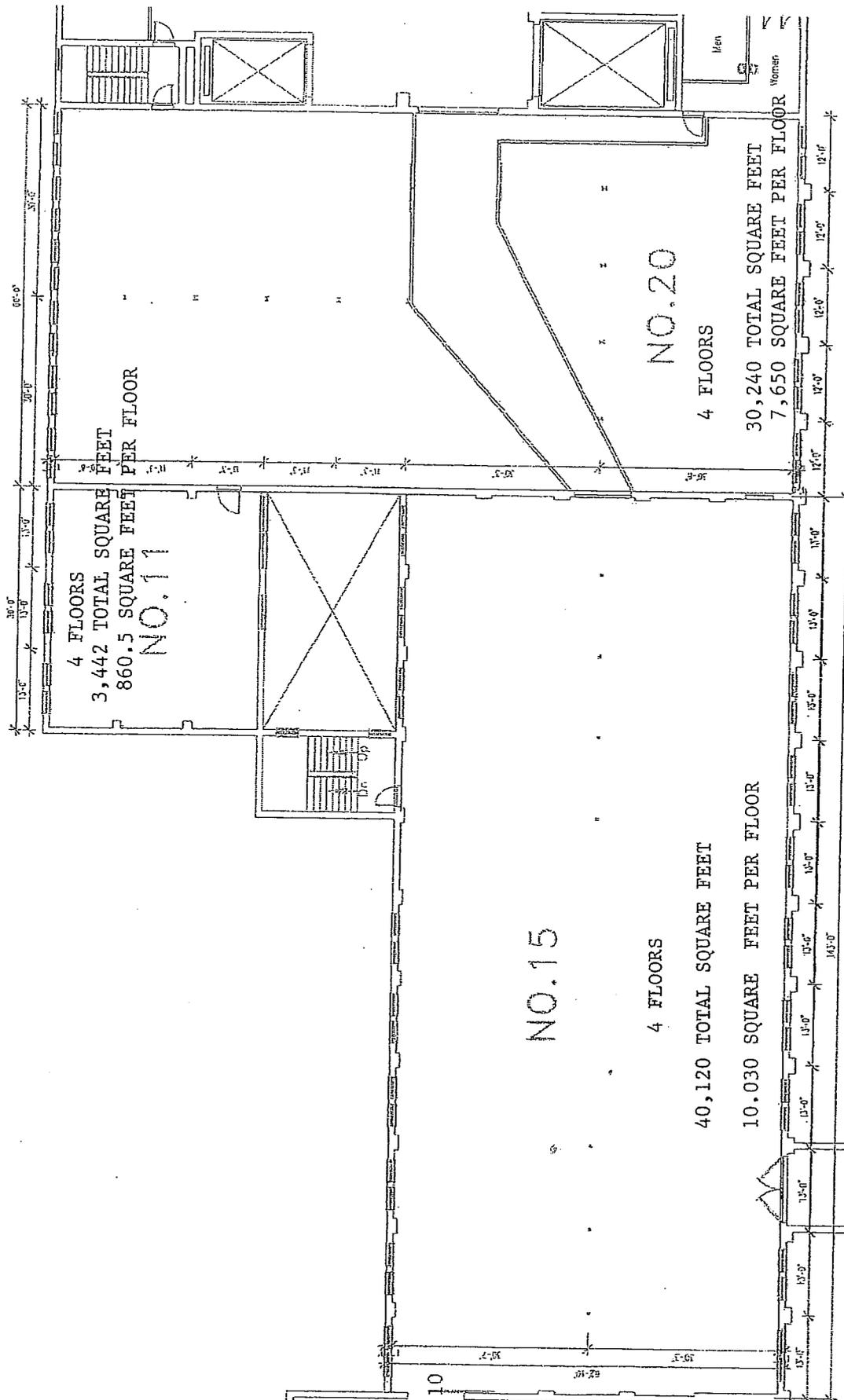


4 FLOORS

33,608 TOTAL SQUARE FEET

8,402 SQUARE FEET PER FLOOR

EAST 36TH STREET



BLDG NO. 10

NO.15

4 FLOORS

40,120 TOTAL SQUARE FEET

10,030 SQUARE FEET PER FLOOR

4 FLOORS

3,442 TOTAL SQUARE FEET

860.5 SQUARE FEET PER FLOOR

NO.11

NO.20

4 FLOORS

30,240 TOTAL SQUARE FEET

7,650 SQUARE FEET PER FLOOR

EAST 36TH STREET

EXHIBIT "C"

IMPROVEMENTS TO BE MADE

Landlord shall construct certain improvements to the Premises, as more fully described below ("Landlord's Work"). Landlord shall cause Geis Companies, LLC ("Contractor"), the general contractor for construction of Landlord's Work, to prepare detailed plans and specifications and construction drawings (collectively, the "Plans and Specifications"), which shall be prepared to basic LEED Certification Standards, and which, upon completion and acceptance by Tenant and Landlord, shall replace the current lease plan which is now included as Exhibit "B." Landlord shall submit the Plans and Specifications to Tenant for approval within seven (7) business days after execution of this Lease. Within ten (10) business days after receipt of Landlord's plans and specifications and construction drawings, Tenant shall notify Landlord either of its approval thereof or of any changes required by Tenant. If changes are required, Landlord, within ten (10) days after being notified of the required changes by Tenant, shall submit amended plans and specifications to Tenant for approval. Landlord shall be responsible for obtaining all governmental permits and approvals in connection with construction of Landlord's Work.

Upon substantial completion of Landlord's Work, Landlord shall provide Tenant with written notice that the Premises are substantially complete and available for Tenant's occupancy, following which the parties shall conduct a walk through of the Premises as contemplated under Lease Section 1.4.

Landlord shall pass through and assign to Tenant any warranties provided to Landlord by the Contractor performing the work and shall assign to Tenant any manufacturer's warranties on equipment or fixtures installed in Tenant's space. Contractor's standard warranty for its work or the work Contractor's sub-contractors have performed is one (1) year from completion.

IMPROVEMENTS:

Consistent with the Plans and Specifications, Landlord shall provide the following improvements:

Base Building Improvements

- Replace existing windows with new thermal pane windows
- Freight elevator cab to be replaced with a passenger elevator with controls* ‡
- New entryway to for Tenant along East 36th Street
- New curb cuts along East 36th Street to allow for student drop off and pick up and other streetscape concrete work‡
- New fire escapes as may be required by state or city rules and regulations
- Required exterior building masonry cleaning and repair
- Production and installation of Tenant's marquee sign
- Repair and/or replacement of the Buildings' roof ‡
- Upgrade of the Building's electrical system‡

* The parties acknowledge and agree that replacement of the freight elevator with a new passenger elevator may not be completed at the time all of the other items of Landlord's Work are substantially completed and the Premises are ready for Tenant's occupancy as contemplated under Lease Section 1.4. Accordingly, Tenant's reimbursement of Landlord for the cost of the elevator upgrade, which is limited to \$125,000.00 of the total cost thereof and which is to be amortized over a 15-year period, will not be included in the amortization of the cost of Landlord's Work as contemplated under Section 5(b) of Exhibit "A" until the time such elevator upgrade is completed by Landlord. Upon completion of the elevator upgrade, Landlord and Tenant shall revise the amortization schedules to include the cost thereof.

‡ Denotes items the cost of which is to be amortized over fifteen (15) years

Interior Improvements

Landlord will provide a turn-key build out of the Premises in accordance with the Plans and Specifications approved by Tenant.

Tyler Village has an OC-48 connection on redundant fiber with battery back up offering unlimited bandwidth and unlimited capacity. The connection is located at Building 31. It is Tenant's responsibility to hook up and pay for said connection at its sole cost.

ADA Compliance: The elevator to be installed in Building 42. Building 42 of Tyler Village will have installed a passenger elevator as well as 2nd floor and the main lobby of the Building 20 entrance and all Landlord's Work shall be ADA compliant.

EXHIBIT "D"

SITE PLAN FOR TYLER VILLAGE

St. Clair Avenue

East 34th Street

East 36th Street

Superior Avenue

East 38th

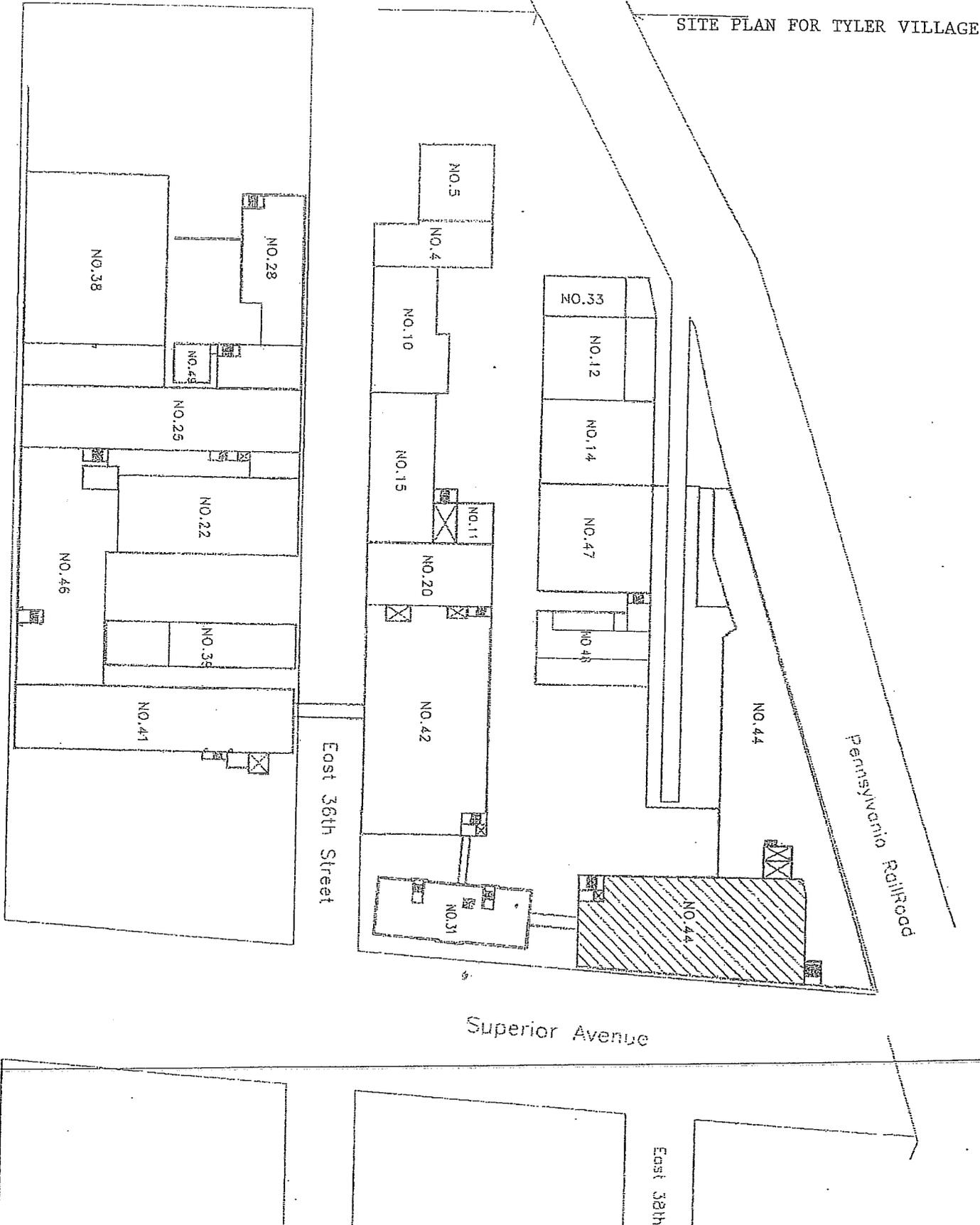


EXHIBIT 'E'

RULES AND REGULATIONS

DEMAND PROMISSORY NOTE

\$ 300,000 Date: 8/8/08

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of E-Prep, the sum of Three Hundred Thousand Dollars _____ dollars (\$300,000.00). The entire principal shall be fully and immediately payable UPON DEMAND of any holder thereof in the event that Tyler Industrial Park LLC and E Prep fail to have a signed lease.

Upon default in making payment within 15 days of demand, and providing this note is turned over for collection, the undersigned agree to pay all reasonable legal fees and costs of collection to the extent permitted by law. This note shall take effect as a sealed instrument and be enforced in accordance with the laws of the State of Ohio. All parties to this note waive presentment, notice of non-payment, protest and notice of protest, and agree to remain fully bound notwithstanding the release of any party, extension or modification of terms, or discharge of any collateral for this note.

NOTICE TO BORROWER: THIS IS A DEMAND NOTE AND SO MAY BE COLLECTED BY THE LENDER AT ANY TIME IF A LEASE IS NOT AGREED TO BY BOTH PARTIES.



Betty Dan C.O.O. STAYSTATE PROPERTIES

Total Project Costs

		10 Years	15 Years
TI	\$2,464,836.00	\$1,413,172.00	\$751,664.00
Elevator	\$232,496.00		\$139,498.00
Electrical Service	\$15,000.00		\$15,000.00
Street Scape	\$10,000.00		\$10,000.00
Windows-including demo, manufacture, installation and masonry repair around window openings	\$119,897.00		\$119,897.00
Concrete repair Masonry Cleaning	\$37,000.00		\$37,000.00
Entryway and sign	\$25,000.00	\$25,000.00	
Roof/preparation for condensers on 1st floor	\$35,000.00		\$35,000.00
Real Estate Fee	\$30,000.00	\$30,000.00	
Contingency	\$20,000.00	\$20,000.00	
	\$2,989,229.00		
Gray stone's Portion of elevator	-\$92,998.00		
E-prep contribution	-\$300,000.00		
	\$2,596,231.00		
		\$1,488,172.00	\$1,108,059.00

10 years @ 7.25%

\$209,631.24

15 years @ 7.25%

\$121,374.24

TOTAL DEBT

\$331,005.00

\$2.50 @ 33,938 Square Feet

\$84,847.50

\$1.17 @ 33,938 Square Feet

\$39,707.46

\$455,559.96

All Items on Blue are allowances and E-prep will have bids available and will approve all design.

E-prep \$300,000 came off TI 10 Year items

If E-prep is able to bring materials for free or at a discounted rate to the construction a rebate will be given by the provider of that item, i.e. E-prep provides paint and gets a rebate for materials from Geis

Total Project Costs

		10 Years	15 Years
TI	\$2,464,836.00	\$1,413,172.00	\$751,664.00
Elevator	\$232,496.00		\$139,498.00
Electrical Service	\$15,000.00		\$15,000.00
Street Scape	\$10,000.00		\$10,000.00
Windows-including demo, manufacture, installation and masonry repair around window openings	\$119,897.00		\$119,897.00
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Roof/preparation for condensers on 1st floor	\$35,000.00		\$35,000.00
Real Estate Fee	\$30,000.00	\$30,000.00	
Contingency	\$20,000.00	\$20,000.00	
	\$2,989,229.00		
Gray stone's Portion of elevator	-\$92,998.00		
E-prep contribution	-\$300,000.00		
	\$2,596,231.00		
		\$1,488,172.00	\$1,108,059.00
	10 years @ 7.25%	\$209,631.24	
	15 years @7.25%		\$121,374.24

	TOTAL DEBT	\$331,005.00
\$2.50 @ 35,000 Square Feet	33 938	\$87,500.00
\$1.17 @ 35,000 Square Feet		\$40,950.00
		\$459,455.00

All Items on Blue are allowances and E-prep will have bids available and will approve all design.

E-prep \$300,000 came off TI 10 Year items

1300 BRIGHTON ROAD
PITTSBURGH PA 15233
412.322.1121
FAX 412.322.9336
www.mistick.com



October 25, 2013

Linda M. Warren
Neighborhood Progress, Inc.
1956 West 25th St., Suite 200
Cleveland, Ohio 44113

Re: Prentiss Hall Estimate

Dear Linda:

In reference to the above and per your request, please be advised that the accompanying documentation represents all the remaining work for the The Intergenerational School's space in the multi-generational community project space at Saint Luke's Manor. We look forward to executing the work between 1/1/2014 and 6/30/2014.

Should you have any questions or need additional information regarding this matter, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Morton J. Wilson". The signature is written in a cursive style with a horizontal line through the middle of the name.

Morton J. Wilson
Project Executive

ST. LUKE'S MANOR
 PHASE III RENOVATIONS
 CLEVELAND OHIO
 JULY

8,615 SF
 73,585 SF
 QUANTITY UNIT
 02:04 AM
 TOTAL

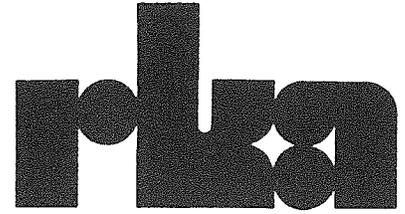
=====			
	QUANTITY	UNIT	TOTAL
PRENTISS HALL/AUDITORIUM	8,615	SF	0
Demolition	1	bid	0
demo/clean out	6,281	sf	25,124
remove seating	6,281	sf	12,562
demo floor slab & beam construction	2,920	sf	23,360
demo duct space slab on grade	2,920	sf	11,680
demo slab @ storage rooms	648	sf	2,592
demo tunnel walls	399	sf	5,985
demo tunnel slab	336	sf	1,344
cut new door opening	1	ea	4,500
equipment	1	ls	7,500
excavate/lower floor area	204	cy	5,088
export fill	14	lds	3,392
Concrete	1	bid	0
underpin foundations	40	cy	29,700
engineered fill @ ramps	346	cy	22,461
footers for ramped sides & upper level	206	lf	7,210
new slab	2,220	sf	17,760
new ramp slabs	600	sf	4,800
Masonry			0
block walls for ramps	1,622	ea	19,467
Masonry Restoration	1	bid	0
exterior plazas	2,635	sf	31,620
Prentiss Hall	5,024	sf	40,192
Misc Metals/Railings	1	bid	0
misc repairs/structure	8,615	sf	25,845
juliet balcony rails	6	ea	27,000
glass railing	896	sf	40,320
aluminum rail @ glass walls	148	lf	8,140
frame/decking @ new ramp/stair	513	sf	8,208
Roofing	1	bid	0
replace roof	6,281	sf	62,810
Doors	1	bid	0
single door/frame	8	ea	10,672
door pair	4	ea	12,072
leather door pairs	2	ea	17,304
exterior door pairs	2	ea	6,628
juliet balcony door pairs	6	ea	23,184
Windows	1	bid	0
new windows	12	ea	19,200
small windows	2	ea	1,300
Interiors	1	bid	0
plaster repair allowance	1	ls	150,000
metal studs/drywall	6,281	sf	75,372
Flooring	1	bid	0
flooring	5,705	sf	28,525
locker room flooring	576	sf	6,912
Lobby Area			

ST. LUKE'S MANOR
 PHASE III RENOVATIONS
 CLEVELAND OHIO
 JULY

8,615 SF
 73,585 SF
 QUANTITY UNIT
 02:04 AM
 TOTAL

=====			
	QUANTITY	UNIT	TOTAL
=====			
	repair marble floor @ main entry	1,500 sf	18,000
	repair marble walls @ main entry	2,220 sf	26,640
Painting		1 bid	0
	painting	5,705 sf	28,525
Misc Accessories		1 bid	0
	lockers	20 ea	5,000
	toilet accessories	2 rms	8,152
	toilet partitions	6 ea	3,900
	basket ball equipment	1 allow	0
	projection screen	1 ls	2,500
	stage curtain	555 sf	11,100
	theatre seating	30 ea	6,000
Wheel Chair Lift			0
	stairway wheel chair lift	1 ls	15,000
Fire Protection		1 bid	0
	fire protection	8,076 sf	44,418
Plumbing		1 bid	0
	plumbing	6,281 sf	62,810
HVAC		1 bid	0
	hvac	6,281 sf	125,620
Electrical		1 bid	0
	electrical	6,281 sf	157,025
	subtotal		1,314,518
	general conditions	6.00%	78,871
	subtotal		1,393,389
	overhead	2.00%	27,868
	fee	6.00%	83,603
	subtotal		1,504,861
	bond		10,158
	total		1,515,018

October 24, 2013



Breakthrough

Attn: Jill Miller

RE: Proposed Gymnasium
1436 East 36th Street
Cleveland, Ohio

Jill:

I have reviewed my architectural and engineering preliminary drawings in order to estimate the construction costs.

It is my opinion that the scope of work outlined in my drawings could be constructed for a total price of \$600,000.00, including architectural and engineering fees.

If you require additional information, please do not hesitate to call.

Sincerely,

RONALD KLUCHIN • ARCHITECTS, INC.

Ronald Kluchin

msl

file: Breakthrough gym.ltr



8748 Brecksville Road Suite 125, Brecksville, OH 44141
www.theprovatogroup.com | V 440-546-0768 | F 440-546-0769

Hi Fiona!

Attached is a detailed estimate, provided to Breakthrough Charter Schools, for the technological part of the hardware refresh project.

Please feel free to contact myself or Chad Desilva at any point to further discuss the line items associated with the proposal, or project plan at any time!

Thanks!

A handwritten signature in black ink, appearing to be "LR".

Luke Conaway
216-385-5162

Location	Equipment/Infrastructure Category	Product Name
CA	Firewall	Cisco ASA5512-x
CA	Ethernet Switch	HP 48-port gig + POE
CA	Ethernet Switch	HP 24-port gig + POE
CA	Media	Ethernet Cable - 1 foot
CA	Virtual Server	HP ProLiant DL380p Gen8
CA	Virtual Server Disks	HP Enterprise - hard drive - 300 GB - SAS
CA	UPS	APC Smart-UPS 2200 LCD
TIS	Firewall	Cisco ASA5512-x
TIS	Virtual Server	HP ProLiant DL380p Gen8
TIS	Ethernet Switch	HP 24-port gig + POE
TIS	Media	Ethernet Cable - 1 foot
TIS	Virtual Server Disks	HP Enterprise - hard drive - 300 GB - SAS
TIS	UPS	APC Smart-UPS 2200 LCD
TIS	Backup	HP StorageWorks 1/8 G2 Tape Autoloader
TIS	Backup	HP H222 Host Bus Adapter - storage controller -
TIS	Software	Symantec Backup Exec 2012
TIS	Media	Tripp Lite 1M External SAS Cable 4-Lane mini-SA
TIS	Media	Sony LTX 800G - LTO Ultrium x 20 - 800 GB
CLA	Firewall	Cisco ASA5512-x
CLA	Ethernet Switch	HP 24-port gig + POE
CLA	Media	Ethernet Cable - 1 foot
CLA	Virtual Server	HP ProLiant DL380p Gen8
CLA	Virtual Server Disks	HP Enterprise - hard drive - 300 GB - SAS
CLA	UPS	APC Smart-UPS 2200 LCD
NWIS	Firewall	Cisco ASA5512-x
NWIS	Ethernet Switch	HP 24-port gig + POE
NWIS	Media	Ethernet Cable - 1 foot
NWIS	Virtual Server	HP ProLiant DL380p Gen8
NWIS	Virtual Server Disks	HP Enterprise - hard drive - 300 GB - SAS
NWIS	UPS	APC Smart-UPS 2200 LCD
NWIS	Backup	HP StorageWorks 1/8 G2 Tape Autoloader
NWIS	Backup	HP H222 Host Bus Adapter - storage controller -
NWIS	Software	Symantec Backup Exec 2012
NWIS	Media	Tripp Lite 1M External SAS Cable 4-Lane mini-SA
NWIS	Media	Sony LTX 800G - LTO Ultrium x 20 - 800 GB
CAE	Firewall	Cisco ASA5512-x
CAE	Ethernet Switch	HP 24-port gig + POE
CAE	Media	Ethernet Cable - 1 foot
CAE	Virtual Server	HP ProLiant DL380p Gen8
CAE	Virtual Server Disks	HP Enterprise - hard drive - 300 GB - SAS
CAE	UPS	APC Smart-UPS 2200 LCD
Preps :: CS	Firewall	Cisco ASA5512-x
Preps :: CS	Ethernet Switch	HP 24-port gig + POE
Preps :: CS	Media	Ethernet Cable - 1 foot
Preps :: CS	Virtual Server	HP ProLiant DL380p Gen8
Preps :: CS	Virtual Server Disks	HP Enterprise - hard drive - 300 GB - SAS

Preps :: CS	UPS	APC Smart-UPS 2200 LCD
Preps :: CS	Backup	HP StorageWorks 1/8 G2 Tape Autoloader
Preps :: CS	Backup	HP H222 Host Bus Adapter - storage controller -
Preps :: CS	Software	Symantec Backup Exec 2012
Preps :: CS	Media	Tripp Lite 1M External SAS Cable 4-Lane mini-SA
Preps :: CS	Media	Sony LTX 800G - LTO Ultrium x 20 - 800 GB
Preps :: WH	Firewall	Cisco ASA5512-x
Preps :: WH	Ethernet Switch	HP 24-port gig + POE
Preps :: WH	Media	Ethernet Cable - 1 foot
Preps :: WH	Virtual Server	HP ProLiant DL380p Gen8
Preps :: WH	Virtual Server Disks	HP Enterprise - hard drive - 300 GB - SAS
Preps :: WH	UPS	APC Smart-UPS 2200 LCD

Installation Hrs	\$/Hr Labor	MSRP	Support/Service	Qty	Total
2	\$125.00	\$3,199.99	\$941.24	1	\$4,391.23
2	\$125.00	\$4,053.74	\$1,943.74	2	\$12,244.95
2	\$125.00	\$2,257.49	\$1,023.74	2	\$6,812.45
1	\$125.00	\$4.99	\$0.00	160	\$923.00
4	\$125.00	\$5,921.24	\$377.49	1	\$6,798.73
0	\$125.00	\$287.50	\$0.00	3	\$862.50
0.5	\$125.00	\$1,624.99	\$0.00	1	\$1,687.49
2	\$125.00	\$3,199.99	\$941.24	1	\$4,391.23
4	\$125.00	\$5,921.24	\$0.00	1	\$6,421.24
2	\$125.00	\$2,257.49	\$1,023.74	2	\$6,812.45
1	\$125.00	\$4.99	\$0.00	60	\$424.25
0	\$125.00	\$287.50	\$0.00	3	\$862.50
0.5	\$125.00	\$1,624.99	\$0.00	1	\$1,687.49
1	\$125.00	\$5,634.99	\$724.99	1	\$6,484.98
SATA 6Gb/s / SAS 6C	\$125.00	\$311.25	\$54.99	1	\$366.24
	\$125.00	\$6,874.99	\$0.00	1	\$6,874.99
0	\$125.00	\$107.49	\$0.00	1	\$107.49
0	\$125.00	\$1,049.99	\$0.00	1	\$1,049.99
2	\$125.00	\$3,199.99	\$941.24	1	\$4,391.23
2	\$125.00	\$2,257.49	\$1,023.74	2	\$6,812.45
1	\$125.00	\$4.99	\$0.00	60	\$424.25
4	\$125.00	\$5,921.24	\$377.49	1	\$6,798.73
0	\$125.00	\$287.50	\$0.00	3	\$862.50
0.5	\$125.00	\$1,624.99	\$0.00	1	\$1,687.49
2	\$125.00	\$3,199.99	\$941.24	1	\$4,391.23
3	\$125.00	\$2,257.49	\$1,023.74	2	\$6,937.45
1	\$125.00	\$4.99	\$0.00	60	\$424.25
4	\$125.00	\$5,921.24	\$377.49	1	\$6,798.73
0	\$125.00	\$287.50	\$0.00	3	\$862.50
0.5	\$125.00	\$1,624.99	\$0.00	1	\$1,687.49
1	\$125.00	\$5,634.99	\$724.99	1	\$6,484.98
SATA 6Gb/s / SAS 6C	\$125.00	\$311.25	\$54.99	1	\$366.24
	\$125.00	\$6,874.99	\$0.00	1	\$6,874.99
0	\$125.00	\$107.49	\$0.00	1	\$107.49
0	\$125.00	\$1,049.99	\$0.00	1	\$1,049.99
2	\$125.00	\$3,199.99	\$941.24	1	\$4,391.23
2	\$125.00	\$2,257.49	\$1,023.74	2	\$6,812.45
1	\$125.00	\$4.99	\$0.00	60	\$424.25
4	\$125.00	\$5,921.24	\$377.49	1	\$6,798.73
0	\$125.00	\$287.50	\$0.00	3	\$862.50
0.5	\$125.00	\$1,624.99	\$0.00	1	\$1,687.49
2	\$125.00	\$3,199.99	\$941.24	1	\$4,391.23
36	\$125.00	\$2,257.49	\$1,023.74	15	\$53,718.38
1	\$125.00	\$4.99	\$0.00	460	\$2,419.25
4	\$125.00	\$5,921.24	\$377.49	1	\$6,798.73
0	\$125.00	\$287.50	\$0.00	3	\$862.50

	0.5	\$125.00	\$1,624.99	\$0.00	1	\$1,687.49
	1	\$125.00	\$5,634.99	\$724.99	1	\$6,484.98
SATA 6Gb/s / SAS 6C		\$125.00	\$311.25	\$54.99	1	\$366.24
		\$125.00	\$6,874.99	\$0.00	1	\$6,874.99
	0	\$125.00	\$107.49	\$0.00	1	\$107.49
	0	\$125.00	\$1,049.99	\$0.00	1	\$1,049.99
	2	\$125.00	\$3,199.99	\$941.24	1	\$4,391.23
	2	\$125.00	\$2,257.49	\$1,023.74	2	\$6,812.45
	1	\$125.00	\$4.99	\$0.00	60	\$424.25
	4	\$125.00	\$5,921.24	\$377.49	1	\$6,798.73
	0	\$125.00	\$287.50	\$0.00	3	\$862.50
	0.5	\$125.00	\$1,624.99	\$0.00	1	\$1,687.49