

EXHIBIT A  
**20-345**  
COUNTY OF SUMMIT, OHIO  
(DJFS)

AND THE

CITY OF AKRON, OHIO

SUB-LEASE OF SPACE  
LOCATED ON THE FIRST FLOOR – PRY BUILDING  
1180 ST. MAIN ST., AKRON, OHIO 44301

This Sublease Agreement ("Sublease") is entered into at Akron, Ohio as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Summit, Ohio ("Landlord"), having its principal place of business located at 175 S. Main Street, 8<sup>th</sup> Floor, Executive's Office, Akron, Ohio 44308, as duly authorized by Resolution No. \_\_\_\_\_ enacted on \_\_\_\_\_, 2020 and the City of Akron, Ohio ("Tenant") having its principal place of business located at 166 South High Street, Akron, Ohio 44308, as authorized by Ordinance No. \_\_\_\_-2020.

**WITNESSETH:**

Whereas, the Landlord is the lessee of certain real property located at the Pry Building, 1180 S. Main Street, Akron, Ohio 44301 ("Building"), pursuant to a certain lease agreement ("Lease"), dated November 25, 2014, with the Akron Phoenix Development Company, as lessor ("Owner"), as authorized by Resolution No. 2014-150, as amended by Resolution No. 2018-260;

Whereas, Landlord desires to sublease the Premises (as hereinafter defined) to Tenant and Tenant desires to sublease said Premises from Landlord; and

Whereas, Owner has consented to the Sublease of the Premises pursuant to Section 7.3 of the Lease.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Premises. The Landlord hereby subleases to the Tenant and the Tenant hereby subleases from the Landlord the "Premises" which is approximately **8,840 sq. ft.** in total, located on the First Floor, in the Pry Building, 1180 S. Main Street, Akron, Ohio 44301, as depicted on **Exhibit A** which is attached and incorporated herein by reference and described as follows:

- (i) Area 1 which is 5,600 square feet for Tenant's exclusive use; and
- (ii) Area 2 which is 5,400 square feet that is shared with the Landlord having forty percent (40%) being 2,160 square feet and Tenant having sixty percent (60%) being 3,240 square feet.

2. Common Area. Tenant will have the right to use, in common with other tenants, the Building's common lobbies, corridors, stairways, and elevators necessary for access to the

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Premises, and the common walkways and driveways necessary for access to the Building and the public parking areas for the Building ("Common Areas"). The parking area and access cards are further described on **Exhibit B** which is attached and incorporated herein by reference. Owner may at any time and in any manner make any changes, additions, improvements, repairs or replacements to the Common Areas that it considers desirable, provided Owner will use reasonable efforts to minimize interference with Tenant's normal activities.

3. Term. This Sublease shall be for a period of five (5) years commencing on \_\_\_\_\_, 2020 and terminating on **October 31, 2025** ("Term") unless sooner terminated as provided herein. The Term may be renewed for one additional Term of five (5) years upon Tenant providing written notice to the Landlord at least ninety (90) days prior to the expiration of the Term (hereinafter, Term and any exercised renewal term shall collectively be referred to as "Term"). During the renewal Term, all terms of this Sublease shall remain the same except the amount of Rent which shall be negotiated and mutually agreed to by the parties in writing prior to the commencement of the renewal Term. If the Sublease is terminated earlier than the expiration of the Term for any reason not caused by Tenant, the Rent shall be prorated up to the date of termination.

4. Use. The Premises shall be used solely by the Tenant for its Utilities Business Office for customer service and general office space, in a manner consistent with a governmental agency ("Use"). The Premises shall not be used for any other purpose without the express written consent of the Landlord and Owner. Tenant shall use and occupy the Premises in a safe, careful and proper manner in compliance with all ordinances, zoning, regulations, laws and requirements relating to the occupancy of the Premises and shall be responsible for securing all necessary licenses and approvals required for its use of the Premises. Tenant shall not use or occupy any part of the Premises or Building for hazardous, unlawful or improper purposes. Tenant agrees that it will not violate any local, state or federal laws in its Use and occupancy of the Premises or Building. Additionally, Tenant shall use the Premises and Building in accordance with the terms of the Lease and the Owner's Rules and Regulations set forth in **Exhibit C** which is attached and incorporated herein by reference.

5. Rent. Tenant shall pay to Landlord as rent for the Premises the total amount as set forth herein during the initial Term, payable in advance without demand or setoff on the first day of each month as follows:

A. **Akron's Rent Per Day for October 2020:**

Akron shall pay \$400 per day for Rent for occupying the Premises during the month of October, 2020 calculated as follows:

<u>Base Rent</u>	<u>Additional Rent</u>	<u>Per Day</u>
\$ 230.74 per day	\$169.20 per day=	<b><u>\$399.94</u></b>
<i>{ \$7,153.03 per month / 31 days = \$230.74 }</i>	<i>{ \$5,245.07 per month / 31 days = \$169.20 }</i>	

B. **Akron's Rent for Term commencing on November 1, 2020:**

Akron's Rent for the Term commencing on November 1, 2020 through expiration on October 31, 2025 shall include payment of both Base Rent and Additional Rent collectively referred to as "Rent". The Additional Rent is for the Tenant's share of Operating Expenses, Taxes and Capital



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Costs which are reconciled annually and paid by the Landlord to the Owner as set forth in **Exhibit D** which is attached and incorporated herein by reference. The Landlord shall notify Tenant of the annual Additional Rent which shall be paid monthly at the same time as the Base Rent as follows:

<u>Akron's Rent</u>	Base Rent (on 8,840 s.f.)	Additional Rent (on 8,840 sf.)	=	Per Month
Nov. 1 -30, 2020	\$7,153.03	+ \$5,245.07	=	\$12,398.10 per month
Dec. 1-31, 2020	\$7,153.03	+ \$5,245.07	=	\$12,398.10 per month
Jan. 1 -31, 2021	\$7,153.03	+ \$5,245.07	=	\$12,398.10 per month
Feb. 1, 2021 – Oct. 31, 2025	ADJUSTED as provided below.			

Commencing February 1, 2021 until the expiration of the initial Term. Tenant shall pay the adjusted amount for the Base Rent and Additional Rent as follows:

**BASE RENT**

Nov. 1, 2020-Jan. 31, 2023	\$85,836.40 annual	\$7,153.03 month
Feb. 1, 2023- Jan. 31, 2024	\$86,632.00 annual	\$7,219.33 month
Feb. 1, 2024- Jan. 31, 2025	\$87,516.00 annual	\$7,293.00 month
Feb. 1, 2025- Oct. 31, 2025	\$88,311.60 annual	\$7,359.30 month

**AND**

**ADDITIONAL RENT**

Nov. 1, 2020 – Jan. 31, 2021	\$62,940.80 annual	\$5,245.07 per month
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February 2021 – Amount to be Reconciled Annually and Paid by Tenant monthly upon notice by Landlord.

Rent shall be sent to:

County of Summit, Finance and Budget Department  
175 South Main Street, 7th Floor  
Akron, Ohio 44308

6. **Maintenance, Repair, Cleaning.** Pursuant to the Lease, Owner shall provide all custodial services, cleaning, maintenance, repair and replacements for the Building to the Landlord and its subtenants, and the cost is invoiced as an operating expense with Tenant's proportionate share to be paid by Tenant as Additional Rent. Tenant shall pay upon demand as Additional Rent all costs for any maintenance, repair or replacement arising from any act, omission or neglect by Tenant or its agents, employees, invitees or contractors, including but not limited to any damage to the toilets, sinks, and sewer systems caused by any foreign object which causes breakage, stoppage or damage to the pipes or sewer system.

7. **Utilities.** Owner shall be responsible for the payment of utilities for the Premises which shall include gas, electricity, water, sewer, telephone services, cable and internet access and the cost is invoiced as an operating expense with Tenant's proportionate share to be paid by Tenant as Additional Rent.



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8. Remodeling, Redecorating, Alterations. Any alterations, additions, installations, remodeling or redecoration of the Premises require that: (i) Tenant must obtain the prior written consent of the Owner and Landlord will contact Owner on Tenant's behalf prior to any work commencing; (ii) is at Tenant's sole expense; (iii) no mechanic's liens shall be filed; (iv) all alterations affixed to the Premises will become part of the Premises and remain after termination of the Sublease, unless Tenant is provided 30 days' notice prior to termination to remove the alterations and make repairs; (v) all work shall comply with state and local requirements and laws, including zoning and obtaining permits, and must be approved by the appropriate government agencies. Upon a request made by Tenant, Landlord shall request Owner's prior written consent for the work and Owner shall approve the contractor and all plans and specifications prior to commencement of the work.
9. Additional Services Provided by Landlord. In addition to the obligations under this Sublease, Landlord shall provide Tenant such additional services as set forth in **Exhibit B**.
10. Building Security. Security for the Building is provided by the Owner at Owner's sole discretion and the cost is invoiced as an operating expense with Tenant's proportionate share to be paid by Tenant as Additional Rent.
11. Landlord's Insurance. During the Term, Owner shall maintain Commercial Property insurance covering damage or loss to the Premises due to or arising from fire, lightening, explosion, windstorm or hail, smoke, riot or civil commotion, vandalism, sprinkler leakage or malicious mischief and the cost is invoiced as an operating expense with Tenant's proportionate share to be paid by Tenant as Additional Rent. Landlord shall provide to Tenant upon written request from Tenant written proof of such Commercial Property insurance.
12. Real Property Taxes and Assessments. Owner shall be responsible for the payment of real property taxes and assessments on the Premises and the cost is invoiced as an operating expense with Tenant's proportionate share to be paid by Tenant as Additional Rent.
13. Landlord Access. Landlord and/or Owner will have reasonable access to the Premises, at any time during the Term, to inspect the Premises and for the Owner to perform any acts required or permitted to Owner including without limitation to make any repairs, replacements and maintenance the Owner deems necessary; the right to show Premises to prospective purchasers or mortgagees; and during last nine (9) months of the Lease term, the right to show the Premises to prospective tenants. No notice is required to access the Premises in the event of an emergency. Landlord and Owner will at all times have a key to the Premises and Tenant will not change any existing locks or install additional locks without Owner's prior written consent. Except in the case of any emergency, any entry into the Premises by the Landlord and/or Owner will be on reasonable advance notice.
14. Damage to Premises. In the event the Premises are destroyed or rendered untenable by fire, storm, earthquake or other casualty, this Sublease shall immediately terminate. Should the Premises be rendered partially untenable, the Tenant and Landlord shall negotiate occupancy for the remainder of the Term or either party may immediately terminate this Sublease upon written notice to the other party.
15. Default and Remedies. It shall be an event of default if either party fails to comply with the terms of this Sublease or fails to perform any obligation under this Sublease. In the event of

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a default, the non-defaulting party may terminate this Sublease immediately upon notice to the other party.

16. Termination. In addition to any other right to terminate under this Sublease, either party may terminate this Sublease for any reason upon one-hundred eighty (180) days written notice to the other party. The Term shall not extend beyond the term of the Lease. The Term of this Sublease shall immediately terminate upon termination of the Lease.

17. Return of Premises. Upon termination of this Sublease, Tenant agrees to surrender the Premises in the same condition as when the Premises was accepted, ordinary wear and tear excepted. Any of Tenant's property not removed within ten (10) days after the termination of this Sublease is deemed abandoned by Tenant and Landlord shall have the option to treat the property as its own or dispose of it without any further right of claim by Tenant.

18. Assignment and Modification. Tenant shall not assign this Sublease or sublet the Premises or any part thereof, without the prior written consent of the Landlord and Owner which may be withheld at Landlord and/or Owner's sole discretion.

19. Notice. Any notice required hereunder shall be sent to the parties at the following addresses:

Landlord: County of Summit  
Attention: Executive  
175 South Main Street, 8th Floor  
Akron, Ohio 44308

with a copy to: County of Summit  
Attention: Director of Department  
of Law & Risk Management  
175 South Main Street, 8th Floor  
Akron, Ohio 44308

Tenant City of Akron, Ohio  
Municipal Building  
Attention: Mayor  
166 South High Street  
Akron, Ohio 44308

with a copy to: City of Akron, Ohio  
Department of Law  
Attention: Law Director  
Ocasek Government Building  
161 South High Street  
Akron, Ohio 44308

20. No Liability for Tenant's Property or Personal Injury. Landlord and/or Owner shall not in any way be liable for any loss, expenses or damage to Tenant's property, property of others, personal injury or any other type of liability of any kind or nature occurring in, on or about the Premises, Building or parking areas or related to Tenant's use or occupancy of the Premises.



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Building or parking areas no matter what the cause including but not limited to any damage caused by any structural failure or collapses, bursting or leaking plumbing, gas, water, steam, pipes or conduits, water outlets, sewers, electrical and the roof. All personal property belonging to the Tenant or to any other person, located in or about the Premises, shall be there at the sole risk of the Tenant or such other person, and neither the Landlord and/or Owner nor the Landlord's and/or Owner's agents shall be liable therefore.

21. Mutual Release. The Landlord and Tenant agree to release each other and not hold the other party liable for any claims or causes of action (including but not limited to negligence) of any kind or nature arising from this Sublease. No party shall indemnify the other party. The parties shall have all defenses and immunities available by law, including but not limited to Ohio Revised Code Chapter 2744. No employee or agent of the parties shall be deemed an employee or agent of the other party. The Landlord and Tenant shall be responsible for their own employees and agents. This release survives the termination of this Sublease.

Furthermore, the Tenant agrees to release the Owner and not hold the Owner liable for any claims or causes of action (including but not limited to negligence) of any kind or nature arising from this Sublease. This release survives the termination of this Sublease.

22. Rules and Regulations. Tenant and Tenant's agents, employees, and invitees shall faithfully observe and strictly comply with any reasonable rules and regulations as Owner may adopt governing the use of the Common Areas.

23. Subordination. Owner shall have the right to subordinate the Lease and Sublease and Tenant will, within twenty (20) days of Owner's request, execute and deliver to Owner such recordable written instruments as necessary to subordinate this Sublease. If Owner's interest under the Lease are succeeded, Tenant agrees to attorn to such holder and agrees to execute the Non-Disturbance Agreement as required under the Lease.

24. Conflict with Lease. If any of the terms of this Sublease conflict with any terms of the Lease, the Tenant agrees that the terms of the Lease shall control and prevail.

25. Waivers. No waiver of any default and breach of the Sublease shall be held to be a waiver of any other default and breach.

26. Authorization. The parties signing this Sublease represent and warrant that they are authorized to enter into this Sublease and bind their respective entities to the terms and conditions of the Sublease.

27. Execution. This Sublease supersedes and replaces all other agreements related to the Premises and it contains the entire agreement between the Landlord and Tenant. Landlord and its agents have not made any representations or promises to Tenant except as expressly set forth herein. This Sublease shall not be amended or modified except by the written consent of both parties and written consent of Owner.

[Signature Page to Follow]

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IN WITNESS WHEREOF, the parties hereby sign this Sublease Agreement as of the date set forth below:

**"LANDLORD"**  
COUNTY OF SUMMIT, OHIO

**"TENANT"**  
CITY OF AKRON, OHIO

By: \_\_\_\_\_  
Ilene Shapiro, Executive

By: \_\_\_\_\_  
Daniel Horrigan, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and correctness:

Approved as to form and correctness:

\_\_\_\_\_  
Deborah S. Matz, Director  
Dept. of Law and Risk Management

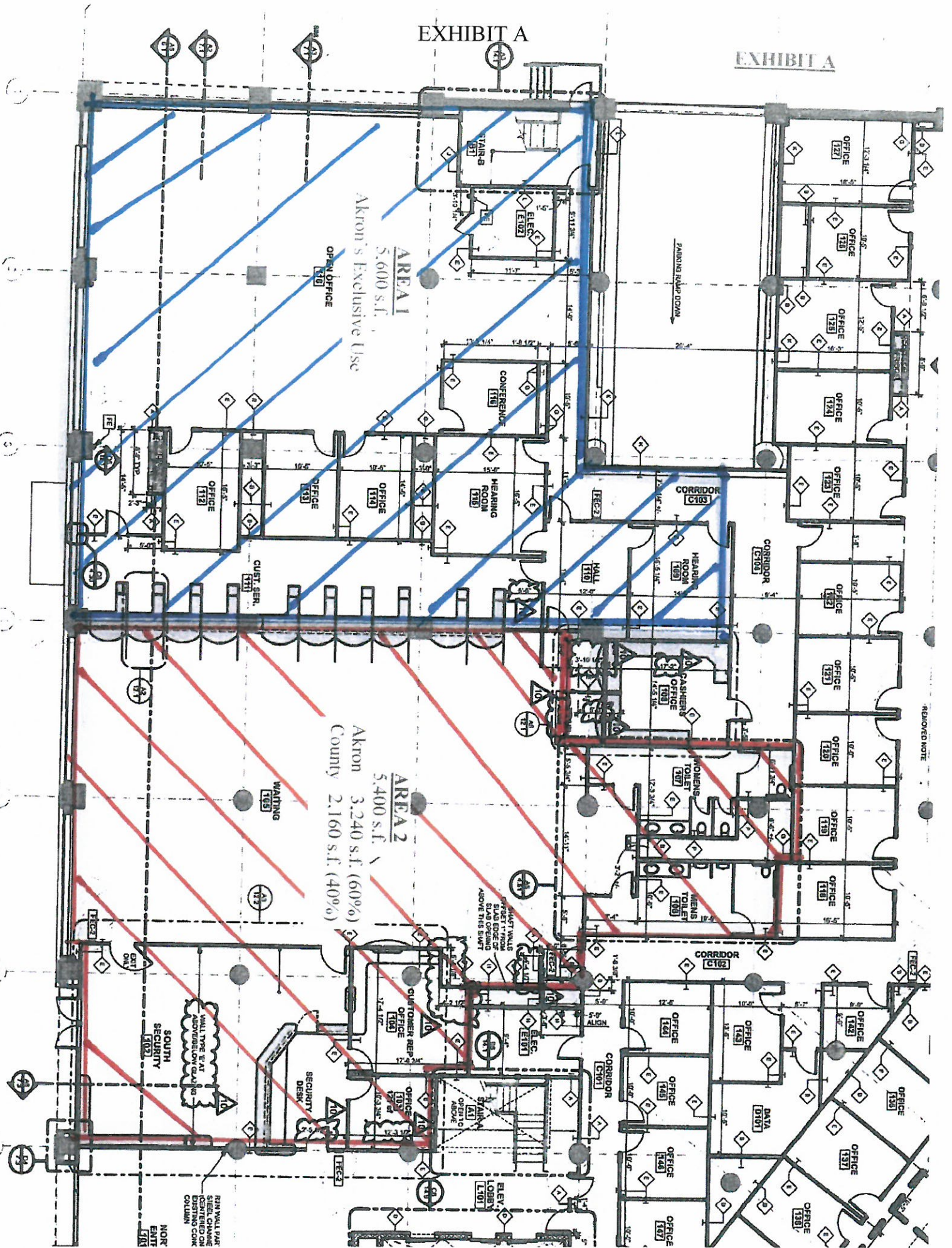
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Eve V. Belfance, Director of Law  
City of Akron

RE:Pry.Akron Sublease.10-21-20



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## EXHIBIT A

### EXHIBIT B

#### ADDITIONAL SERVICES PROVIDED BY LANDLORD

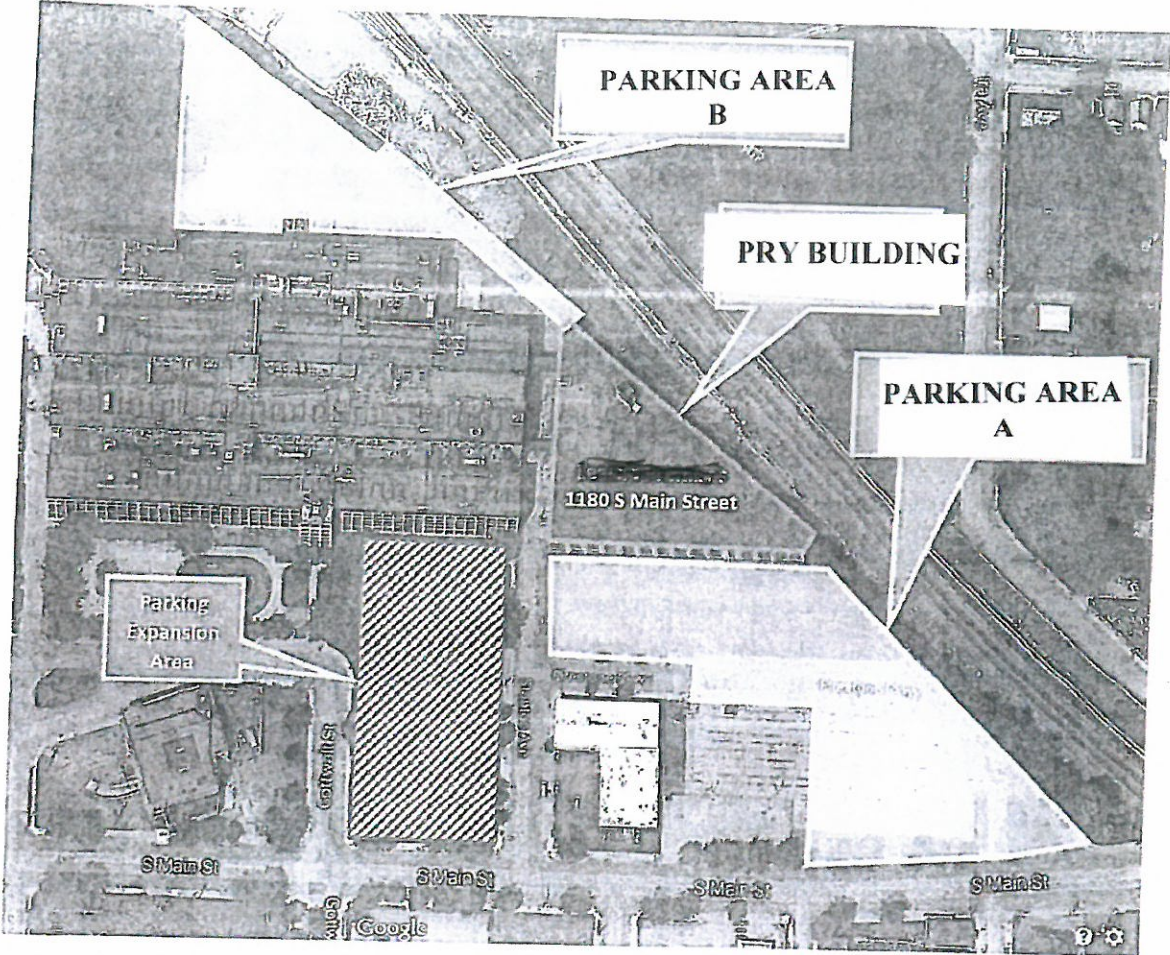
Landlord shall provide the following additional services to Tenant:

1. Parking. Tenant's employees shall park in exterior Parking Area B, as set forth on Attachment 1, incorporated herein by reference. Tenant's visitors, guests and invitees shall park in exterior Parking Area A as depicted on Attachment 1. All parking in Area A and B is at no additional cost to Tenant during the Term. No interior parking is provided.
2. Cafeteria. Tenant shall have non-exclusive use of the cafeteria during normal operating hours.
3. Access Cards. Landlord will provide Tenant with sufficient number of keys, badges and/or access cards to access the Premises at any time at no additional cost, except, there may be a replacement charge if lost or missing. Tenant shall provide Landlord with the names of all current individuals in possession of keys, badges and/or access cards. Tenant must sign-out those keys, badges and/or access cards to the specifically named individuals and shall return the keys, badges and/or access cards to Landlord at the end of the Term or upon any change in personnel assigned keys, badges and/or access cards.
4. Signage. At no additional cost to Tenant, Landlord shall include identification of Tenant and the location of the Premises on the directory signs located on the first floor of the Building and the monument sign to the entrance of the Building. Additionally, Landlord shall provide other necessary signage in the Building to identify and direct the public to the Premises.
5. Hours. The public area of the Building is open to the public at 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding legal holidays, Saturday and Sunday, and will be available to Tenant's visitors, guest and invitees during that time. Tenant shall have access to the Premises after these hours. Tenant and Tenant's visitors, guests and invitees may also utilize the Premises, public restrooms and parking during the non-public hours of the Building. Landlord reserves the right to alter the public hours of the Building.
6. Bottled Water. Landlord shall provide bottled water service to Tenant through a vendor selected by Landlord. Tenant agrees to timely pay Landlord upon receipt of the quarterly invoice for the bottled water service.

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Schedule I

Parking Facilities





## EXHIBIT A

### EXHIBIT C

#### OWNER'S RULES AND REGULATIONS

1. The driveways, parking areas, plazas, sidewalks, entrances, passages, courts, vestibules, stairwells, corridors or halls will not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from the premises.
2. No awnings, canopies, or other projections will be attached to the outside walls of the Building. No drapes, curtains, blinds, shades, or screens will be attached to or hung in, or used in connection with, any window or door or the Premises without the prior written consent of Landlord.
3. The sash doors, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building will not be covered or obstructed by any tenant, nor will any bottles, parcels or other articles be placed on the windowsills or perimeter fan coil consoles.
4. No showcases or other articles will be put in front of or affixed to any part of the exterior of the Building nor placed in the halls, corridors, or vestibules without the prior written consent of Landlord.
5. The water and wash closets and other plumbing fixtures will not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances will be thrown therein. All damages resulting from any misuse of the fixtures will be borne by the tenant who, or whose servants, employees, agents, visitors or licensees, will have caused the same.
6. No tenant will mark, paint, drill into, or in any way deface any part of the Premises or the Building of which they form a part. No boring, cutting or stringing of wires will be permitted, except with the prior written consent of Landlord, and as Landlord may direct. No tenant will lay any type of floor covering without first obtaining Landlord's written permission.
7. No bicycles, vehicles or animals of any kind will be brought into or kept in or about the Premises, and no cooking will be done or permitted by any tenant on the Premises, with the exception of microwaves or similar devices for use by employees to prepare lunch, snacks, etc. . No tenant will cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises.
8. No tenant will make or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of this Building, or Premises, or neighboring buildings.
9. No tenant, and no servants, employees, agents, visitors or licensees of any tenant, will at any time bring or keep upon the premises any inflammable, combustible or explosive fluid, chemical or substance.
10. Tenants are prohibited from installing additional locks upon any of the doors or having duplicate keys made for any of the doors leading to the Premises. (All necessary keys will be furnished to the tenants by Landlord). Each tenant must, upon the termination of tenancy, return all keys to Landlord.
11. Landlord will have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the Building or their desirability for offices and upon written notice from Landlord, the tenants will refrain from or discontinue such advertising.

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12. The premises will not be used for lodging or sleeping.
13. The requirements of tenants will be attended to only upon application at the office of the building. Building employees will not perform any work or do anything outside of their regular duties, unless under special instructions from the office of the Building.
14. Canvassing, soliciting and peddling in the building are prohibited and each tenant will cooperate to prevent the same.
15. Landlord and its agents may retain a pass key to the Premises and will have the right to enter the Premises at any and all times for the purpose of servicing and examining the same.
16. Landlord reserves the right to make such other and further Rules and Regulations as in its judgment may from time to time be needful and proper, and upon delivery of the same to the tenants they will become binding upon the parties hereto.



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### EXHIBIT D

#### ADDITIONAL RENT

In accordance with Section 3.2 of the Lease, Landlord pays the Owner Additional Rent as follows:

#### 3.2 Additional Rent for Operating Expenses, Taxes, and Capital Costs.

(a) *Additional Rent.* This Lease is an absolute net lease. Commencing upon the Rent Commencement Date, Tenant will pay to Landlord, each month in advance on the first day of each calendar month during the Term in the form of additional rent, Tenant's Share of Expenses, in the manner set forth in subparagraph (c).

(b) *Definitions.* As used herein, the following terms will have the following meanings:

(i) *Tenant's Share of Expenses.* Tenant's Percentage of (1) Operating Expenses; (2) Taxes; and (3) Capital Costs, excluding therefrom any part or component of Landlord's Work.

(ii) *Operating Expenses.* The total cost of operation of the Property, commencing with costs incurred by Landlord on or after the Rent Commencement Date, including without limitation, any costs and expenses for operating, maintaining, insuring, repairing, replacing, upgrading and supervising the Property, the Building, the Premises, and/or the Common Areas, including without limitation, snow removal; cleaning, gardening and landscaping; any security described in Paragraph 6.1(d); providing traffic control; all insurance carried for the Property and/or Building (including liability, rent loss, special perils and other insurance, in limits and amounts selected by Landlord and deductible portions); management fees; maintenance, repairs and replacements of the paving, curbs, walkways, light poles, drainage equipment, parking and other facilities used in the Common Areas; maintenance, repairs and replacements of roofs, exterior walls, foundations, gutters, and roof drainage systems serving the Property and/or Building; the maintenance, repair, and replacement of plumbing, electrical, mechanical and heating, ventilating and air-conditioning and other systems serving the Premises; line painting; all utilities serving the Property and/or Building, including the Premises and Common Areas; repair and replacement of utility facilities serving the Property and/or Building, including the Premises and Common Areas; costs of signs; repair, maintenance, operation or replacement of sound systems; pest control; elevator or escalator (if any) operation, repair and maintenance; personal property and similar taxes; the cost of all Common Area equipment, machinery, tools, supplies and other personal property and facilities; the cost of onsite personnel and other personnel to implement such services (including all compensation, taxes and benefits); trash removal; the deductible portion of Landlord's insurance; fire protection and fire hydrant charges; licenses and permit fees; rent paid for any equipment or facilities used in the Common Areas; and accounting and legal fees in connection with the Property and/or Building (excluding enforcement of other tenant's leases). If the Building is less than one hundred percent (100%) occupied, certain of the actual Operating Expenses will be adjusted to equal Landlord's reasonable estimate of Operating Expenses had ninety-five percent (95%) of the Building been occupied. Operating Expenses will not include leasing commissions; repair costs paid by insurance proceeds or by any tenant or third party; any depreciation of the Building; any debt service or costs related to sale or financing of the Property; tenant improvements (including Tenant) provided for any tenant; any special services rendered to tenants (including Tenant) for which a separate charge is made; costs attributable to seeking and obtaining new tenants, retaining existing tenants; costs attributable to enforcing leases against tenants; repairs and maintenance performed within a tenant's exclusive space (provided, however, that all repairs, maintenance, and cleaning of the Premises shall be charged to Tenant as additional rent pursuant to Paragraph 6.1(f)), costs reimbursed by insurance; costs attributable to repairing items that are covered by warranties; charitable or political



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contributions; or any costs separately and completely reimbursable to Landlord by tenants as a result of provisions contained in their specific leases.

(iii) *Taxes.* Any form of assessment, rental tax, license tax, business license tax, levy, charge, tax or similar imposition imposed by any authority having the power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, library, drainage, or other improvement or special assessment district, as against the Property or any part thereof or any legal or equitable interest of Landlord therein, or against Landlord by virtue of its interest therein, and any reasonable costs incurred by Landlord in any proceedings for abatement thereof, including, without limitation, attorneys' and consultants' fees, and regardless of whether any abatement is obtained. Landlord's income and commercial activity taxes are excluded from Taxes.

(iv) *Capital Costs.* The annual costs of any capital improvements to the Building and/or Property by Landlord after the Effective Date, not otherwise provided for in Landlord's Work, that are designed to increase safety, to reduce Operating Expenses, or to comply with any governmental law or regulation imposed after the Effective Date, which will be amortized over the Term, or such other period as Landlord will reasonably determine, together with a fixed annual interest rate equal to eight percent (8%) on the unamortized balance.

(c) *Estimate of Tenant's Share of Expenses.* At least ten (10) days prior to the Rent Commencement Date, Landlord shall provide an estimate of Tenant's Share of Expenses for the first year of the Term. Commencing with the Rent Commencement Date and continuing monthly thereafter, by the 1<sup>st</sup> of each month, Tenant shall pay to Landlord one-twelfth (1/12) of the estimate of Tenant's Share of Expenses for the first year of the term. Within thirty (30) days after the conclusion of the first year of the Term, Landlord shall provide Tenant a statement of expenses reflecting the actual amount of Tenant's Share of Expenses for the first year and, subject to any objections set forth herein, within ninety (90) days of delivery of the statement of Expenses, either Tenant shall pay any underpayment or Landlord shall reimburse any overpayment of Tenant's Share of Expenses for the first year of the Term. Tenant and Landlord shall utilize this methodology for the estimation, payment, and reconciliation of Tenant's Share of Expenses for each subsequent year of the Term.

Upon written notice to Landlord within ninety (90) days after the date Landlord delivers the Statement of Expenses to Tenant, and provided that Tenant is not then in default under this Lease, Tenant will have the right to review Landlord's books and records with respect to Tenant's Share of Expenses for the immediately preceding calendar year. If Landlord does not receive such written notice from Tenant within such ninety (90) day period, then Tenant will have no right to review Landlord's books and records for the purpose of objecting to Tenant's Share of Expenses with respect to the immediately preceding calendar year. If Landlord receives written notice from Tenant within such ninety (90) day period that Tenant desires to review Landlord's books and records with respect to Tenant's Share of Expenses for the immediately preceding calendar year, then Tenant will have the right to review Landlord's books and records with respect to such Tenant's Share of Expenses, provided that (i) such review is conducted no sooner than twenty (20) days, and no later than sixty (60) days, after receipt by Landlord of Tenant's written notice of such intended review, (ii) all information obtained by Tenant with respect to such review will be maintained on a confidential basis, only to the extent allowed by applicable public records laws and subject to any audit by any governmental authority that has the right to audit such records as part of a determination whether Tenant has appropriately expended public funds, (iii) all objections, if any, to Tenant's Share of Expenses for the immediately preceding calendar year will be delivered to Landlord in writing and in reasonably sufficient detail, and must be received by Landlord within thirty (30) days after the date on which Tenant is first permitted to review such books and records, and any such objections not received by Landlord within such thirty (30) day period are hereby waived by Tenant, and (iv) in no event will such review be permitted to be performed by any auditing services or any other party whose payment is calculated on a contingency fee basis.



## EXHIBIT A

If Landlord will receive any objections by Tenant as permitted herein, then such objections will be deemed to be binding upon Landlord unless Landlord will, within fifteen (15) days after receipt of such objections, deliver written notice to Tenant that Landlord disputes any or all such objections. If Landlord will dispute any or all such objections, then Landlord and Tenant will endeavor in good faith to reconcile such dispute within twenty (20) days after delivery by Landlord of Landlord's notice to Tenant disputing any or all such objections, and if Landlord and Tenant are unable to resolve such dispute, Landlord and Tenant will jointly select an independent accountant, which accountant will resolve such dispute within twenty (20) days after its selection, and such decision will be binding upon Landlord and Tenant. The fees of such accountant will be paid equally by Landlord and Tenant. To the extent that it is determined herein that any sums are due and owing to Tenant, such amounts will be credited against Tenant's next due monthly installments of Tenant's Share of Expenses or paid to Tenant if this Lease has expired, and if it is determined herein that Landlord has overcharged Tenant for Tenant's Share of Expenses by more than five percent (5%), then Landlord will repay to Tenant the reasonable out of pocket costs incurred by Tenant in reviewing Landlord's books and records, which amount will be paid to Tenant by Landlord within thirty (30) days after receipt of reasonably satisfactory evidence of such out of pocket costs and payment thereof.