LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of November______, 2025, by and between PVC CASCADE ONE, LLC an Ohio limited liability company (the "Landlord"), and the COUNTY OF SUMMIT, AN OHIO CHARTER COUNTY, having its principal place of business at 175 S. Main Street, Akron OH 44308 (the "Tenant").

WITNESSETH:

ARTICLE 1: Description - Term - Rent - Use

Section 1.1 Landlord, in consideration of the rents and agreements hereinafter reserved on the part of Tenant to be paid and performed, does hereby lease unto Tenant, and Tenant does hereby take, subject to the covenants and conditions hereinafter expressed which Tenant agrees to keep and perform, the following described premises.

Approximately a total agreed rentable area of 10,687 rentable square feet on the 3rd floor and 5,244 rentable square feet on the 1st floor, for a total of 15,931 rental square feet (the "**Premises**"), located in the building located at One Cascade Plaza, located on South Main Street, in the City of Akron, County of Summit, State of Ohio (the "**Building**") with the privilege to Tenant of using (subject to such rules and regulations as Landlord may from time to time prescribe) the necessary entrances and appurtenances, subject, however, to any and all existing encumbrances, conditions, covenants, easements, restrictions and rights-of-way, whether or not of record, and other matters of record, if any, and to such matters as may be disclosed by inspection or survey.

TO HAVE AND TO HOLD the Premises unto Tenant, for a term of twelve (12) months commencing on the date Landlord delivers the Premises to Tenant with Landlord's work substantially complete (the "Commencement Date"), yielding and paying therefore a basic monthly rent in the amount set forth below, payable in advance on the first day of each and every month of the Lease term over and above any other payments to be made by Tenant as hereinafter provided. Said basic rental is hereinafter referred to as "the Basic Rent." In the event that Landlord does not receive any monthly installment of Basic Rent within five (5) days after the date when due, then Tenant agrees to pay interest on the unpaid rent at the rate of twelve percent (12%) per annum. The parties agree that this interest rate represents a fair and reasonable estimate of Landlord's costs incurred by reason of late payment by Tenant. Acceptance of any late charge does not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any of the other rights and remedies available to Landlord.

Notwithstanding anything to the contrary, the Parties acknowledge and agree that the Tenant's total financial obligation under this Lease, including Basic Rent, Construction Cost, additional rent, charges, fees, and any other amounts, shall not exceed the not-to-exceed amount authorized for appropriation by Summit County Council for this Lease.

The "target date" for commencement of the Lease is upon completion of improvements to be completed by Landlord. The parties shall execute a Memorandum of Commencement acknowledging the actual Commencement Date.

Tenant agrees that it will use and occupy the Premises as professional offices. Tenant will not make nor permit to be made any use of the Premises or any part thereof, (1) which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease; or (2) which would directly or indirectly violate or is prohibited by any Federal, State or local law, ordinance or regulation including all such laws, ordinances and regulations governing environmental matters, including the use, storage and disposal of any hazardous materials; or (3) which may be dangerous to life, limb, or property; or (4) which may invalidate or increase the premium cost of any policy of insurance carried on the Building or covering its operation; or (5) which would annoy, harass, disrupt other Tenants of the Building; or (6) which will suffer or permit the premises or any part thereof to be used in any manner or anything to be brought into or kept therein which, in the judgment of Landlord, shall in any way impair or tend to impair the character, reputation or appearance of the Building. Tenant will not dispose, dump, or discharge any materials or fluids out of doors. Any such disposition, dumping, or discharge shall be made directly into receptacles or drains provided by Tenant specifically for such purposes. In the event of any use by Tenant which causes an increase in the premium cost of any policy of insurance carried on the Building or covering its operation, Tenant shall, during the term of the Lease, pay Landlord as additional rent the amount of such increase as determined by Landlord's insurance agent.

Section 1.3 In the event that Tenant's use of the Premises requires certain alterations to the Premises to comply with any law, ordinance, regulation or the requirements of Tenant's or Landlord's insurers, then Tenant shall be solely responsible for the cost of such alterations which alterations shall be undertaken in accordance with Articles 9 and 10 of this Lease. Tenant shall be responsible for obtaining any and all permits, licenses and other regulatory approvals necessary for the operation of its business in the Premises.

ARTICLE 2: Covenant to Pay Rent

Section 2.1 Tenant covenants to pay, without notice or demand and without deduction or set-off for any reason whatsoever, the Basic Rent and all other sums to be paid by Tenant as herein provided. At the time of execution of this Lease, Tenant shall pay Landlord \$22,037.89 representing the first month rent payment.

Section 2.2 The Basic Rent for the term of this Lease shall be as follows:

Month Number	<u>PSF</u>	Monthly Rent	Term Rent
1-12	\$16.60	\$22,037.89	\$264,454.68

ARTICLE 3: Landlord's Right to Perform Tenant's Covenants

Section 3.1 Tenant covenants that if Tenant 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, Landlord may, but shall not be obligated to, and without notice or demand and without waiving or releasing Tenant

from any obligation of Tenant under this Lease, make such payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith to pay any expenses and employ counsel. All sums so paid by Landlord and all expenses in connection therewith, together with interest thereon at the rate of twelve percent (12%) per annum from the date of such payment, shall be deemed additional rent hereunder and be payable to Landlord on demand.

ARTICLE 4: Build-out, Repairs and Maintenance of Premises

Section 4.1 Landlord, at Landlord's sole cost and expense in the amount of \$35,000.00 ("Construction Cost"), shall deliver the items of construction, facilities, and equipment shown or described in Exhibit A, attached hereto ("Landlord's Work"). All construction work, including Landlord's Work shall be performed by Landlord or its subcontractors.

Tenant may request additional customized improvements to those set forth in the Landlord's Work, which shall be at Tenant's expense and shall not be performed by Landlord unless/until requested in writing by Tenant and a price for the additional expense is quoted and approved prior to commencement of such additional improvements. The cost of any and all Tenant's additional improvements in excess of the Construction Cost shall be paid by the Tenant separately and prior to the commencement of the additional improvements.

- **Section 4.2** In the event, Tenant vacates the Premises at the end of the initial term of this Lease Agreement, then Tenant shall pay to Landlord the Construction Costs within five (5) business days of vacating the Premises. Alternatively, in the event, Tenant exercises its Option to Renew pursuant to Section 27.1 herein, at the end of the initial Term, then the Tenant shall no longer be required to reimburse the Landlord the Construction Cost.
- **Section 4.3** The Premises will be delivered to Tenant in a broom-swept condition with all electrical fixtures and lamps functioning and in compliance with local building codes. So long as Landlord's Work as set forth in Section 4.1 is completed in accordance with the specifications, acceptance of possession of the Premises shall be deemed acceptance of the Premises in its then "As Is, Where Is" condition. Landlord makes no representations as to the condition of the Premises or its suitability for any purpose of Tenant other than the purposes disclosed herein.
- **Section 4.4** Tenant covenants not to do or suffer any waste or damage, or injury to the Premises or permit or suffer any overloading of the floors of the Premises. Tenant shall maintain sufficient heat in the Premises to prevent the freezing of pipes, and Tenant shall, at Tenant's expense, replace any glass windows which may become broken with glass of the same or better quality. Tenant shall be responsible for repairs and replacements for equipment or systems damaged due to Tenant's negligence or misuse.
- **Section 4.5** Landlord shall be responsible for the maintenance, repairs and replacements to the Premises and the Building mechanical, HVAC and other Building systems (except those in the Premises installed by Tenant), as well as to maintain, repair and replace the foundations, walls, doors, roof and all non-structural and structural components of the Building and the adjacent parking areas, driveways, landscaped areas, sidewalks and grounds, including snow removal and

landscaping; provided however, that Tenant shall be responsible for repair and/or replacements due to Tenant's negligence or willful misuse.

ARTICLE 5: Surrender of Premises

Section 5.1 Tenant covenants that upon, termination of this Lease for any reason whatsoever, Tenant will surrender to Landlord the Premises, together with all improvements, alterations, and replacements thereto in good order, condition and repair, except for reasonable wear and tear; provided, however that if Landlord requests Tenant to remove any such improvements, alterations or replacements, Tenant shall, at Tenant's expense, remove same and restore the Premises to their condition prior to the installation thereof.

ARTICLE 6: Changes and Alterations by Tenant

Section 6.1 Tenant shall not make any changes or alterations, structural or otherwise, to the Premises without Landlord's prior written consent. In instances where consent is required, Landlord shall not withhold such consent, if Tenant provides reasonable evidence that such alterations, renovation, or repairs will not adversely affect the Premises or the Building systems. Tenant shall provide Landlord with a copy of all architectural drawings in connection with such alterations.

Section 6.2 All repairs, improvements, changes or alterations, made or installed by Tenant shall immediately upon completion or installation thereof be and become the property of Landlord without payment therefore by Landlord and Tenant shall not remove or modify such property without the prior written consent of Landlord. Notwithstanding the foregoing, Tenant shall have the right to remove its trade fixtures, provided that Tenant shall repair any damage to the Premises and the Building.

ARTICLE 7: Damage or Destruction

Section 7.1 Tenant covenants and agrees that, in case of any damage to or destruction of the Premises by fire or other casualty, Tenant will promptly give written notice thereof to Landlord, and the Landlord, at Landlord's expense, will repair, and rebuild the same as nearly as possible to the condition the Premises was in immediately prior to such damage or destruction, except that Landlord shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in, on or about the Premises by Tenant.

Section 7.2 Rent shall abate proportionately on such part of the Premises as may have been rendered wholly untenantable until such time as such part shall be fit for occupancy, and after which time the full amount of rent reserved in this Lease shall be payable as hereinbefore set forth. Tenant hereby waives the provisions of any law now or hereafter in effect which would relieve Tenant from any obligation to pay rent or additional rent under this Lease, except to the extent provided by this Section.

Section 7.3 Anything in Section 7.1 to the contrary notwithstanding, if the Premises or Building shall be substantially damaged or destroyed by fire or otherwise, either Tenant or Landlord shall have the option of terminating this Lease as of the date of such damage or destruction by written notice to the other given within ninety (90) days after such damage or destruction, in which event Landlord shall make a proportionate refund to Tenant of such rent as may have been paid in advance.

Section 7.4 If damage to the Building, its common areas, roof, walls, doors, landscaped areas, walkways, driveways, parking lots, fences or the Premises results from the negligence, or willful misconduct of Tenant or its employees, invitees, guests, agents, servants, vendors or contractors, then Tenant, shall be liable for any and all costs and expenses to repair, fix or replace said damage.

ARTICLE 8: Condemnation

Section 8.1 If the whole or any part of the Premises shall be taken under the power of eminent domain, or shall be sold by Landlord under threat of condemnation proceedings, then this Lease shall terminate as to the part so taken or sold on the day when Tenant is required to yield possession thereof, and Landlord shall make such repairs and alterations as may be necessary in order to restore the part not taken or sold to useful condition, and the rental hereinbefore specified shall be reduced proportionately as to the portion of the Premises so taken or sold. If the amount of the Premises so taken or sold is such as to impair substantially the usefulness of the Premises for the purposes for which the same are hereby leased, then Tenant shall have the option to terminate this Lease as of the date when Tenant is required to yield possession. In any and all events, all compensation awarded or paid for any such taking or sale of the fee and the leasehold, or any part thereof, shall belong to and be the property of Landlord, except for such part of such award as shall be expressly made to Tenant for relocation of its business, or on account of the taking of trade fixtures installed by Tenant, which shall not have become the property of Landlord. Landlord shall notify Tenant of receipt of notice of condemnation.

Section 8.2 Anything in Section 8.1 to the contrary notwithstanding, if all or a portion of the Premises shall be taken in any proceeding, either Tenant or Landlord shall have the option of terminating this Lease not less thirty (30) days after written notice to the other, in which event Landlord shall make a proportionate refund to Tenant of such rent as may have been paid in advance.

ARTICLE 9: Condition of Work for Repairs – Alterations

Section 9.1 All work for the making of repairs, for complying with laws, ordinances, orders, regulations or requirements and for making changes or alterations as permitted shall be done in all cases subject to any conditions which Landlord may impose, and shall in all cases be done in good and workmanlike manner subject to the prior written approval of Landlord, including approval of contractors, subcontractors, and architectural drawings, which approval shall not be unreasonably withheld.

ARTICLE 10: Mechanics' Liens

Section 10.1 Tenant shall not suffer or permit any mechanics' or other liens to be filed against the Building or Premises nor against Tenant's leasehold interest in the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part thereof through or under Tenant. Landlord shall have the right at all reasonable times to post and keep posted on the Premises any notices which Landlord may deem to be necessary or advisable to the protection of Landlord and the Building or any part thereof from mechanics' liens. If any such mechanics' lien shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record within twenty (20) days after the date of filing. If Tenant shall fail to discharge such mechanics' lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, procure its discharge by paying the amount claimed to be due, or by deposit in court, or by bonding or otherwise, and in any such event, Landlord shall be entitled if Landlord so elects, to compel the prosecution of an action for the foreclosure of such mechanics' lien by the lienor and to pay the amount of the judgment, if any, in favor of the lienor with interest, costs and allowances. Any amount paid by Landlord for any of the aforesaid purposes, and all reasonable legal and other expenses of Landlord, including reasonable counsel fees, with interest thereon al the rate of twelve percent (12%) per annum from the date of payment shall be deemed additional rent hereunder and be payable by Tenant to Landlord on demand.

ARTICLE 11: Landlord's Right to Enter Premises

Section 11.1 Tenant agrees to permit Landlord and any authorized representatives of Landlord to enter the Premises at all times during usual business hours or at any other time in case of emergency, to inspect the same and if Landlord shall desire, but without implying any obligation on Landlord so to do, to make any repairs deemed necessary or desirable by Landlord and to perform any work in the Premises deemed necessary by Landlord to comply with any laws, ordinances, orders, regulations or requirements of any governmental authority or the recommendations of any insurer. Except in the case of emergencies, Landlord will give notice to Tenant of any work which Landlord shall undertake in the Premises. During the progress of any such work, Landlord may keep and store upon the Premises all necessary materials, tools and equipment, but Tenant shall not be responsible for any loss or damage to such materials, tools and equipment, unless caused by Tenant, its employees or invitees. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Tenant.

Section 11.2 Tenant agrees to permit Landlord and any authorized representatives of Landlord to enter the Premises at all times during usual business hours to exhibit the same for the purpose of sale, lease or mortgage lease or mortgage. Landlord may display on the Premises usual "For Lease" or "To Let" signs.

Section 11.3 Notwithstanding anything to the contrary, Landlord and its representatives shall not enter any area of the Premises used for the storage, safeguarding, or processing of public moneys, records, or secure equipment, except (i) in an emergency posing an immediate threat to persons or property, or (ii) upon prior written notice and accompanied by a Tenant representative.

Such restricted access is required to comply with Ohio Revised Code Sections 9.38 and 307.01 regarding the safeguarding and security of public moneys.

ARTICLE 12: Assignment and Subletting

Section 12.1 Tenant shall not assign, transfer or mortgage this Lease or any right or interest therein or sublet the Premises or any part thereof. In the event of any sublease or assignment, the Sub-lessee/Assignee shall agree to be bound by the terms and conditions of the Lease. In the event of any sublease or assignment, the sub-lessee/assignee shall be "creditworthy" as determined in Landlord's sole discretion.

Section 12.2 No assignment or subletting shall relieve Tenant of its obligations hereunder, and Tenant shall continue to be liable as a principal, and not as a guarantor or surety, to the same extent as though no assignment or sublease had been made. Consent by Landlord shall not be deemed construed or held to be consent to any additional assignment or subletting, but each successive act shall require similar consent of Landlord. Landlord shall be reimbursed by Tenant for any costs or expenses, including attorney's fees, incurred pursuant to any request by Tenant for consent to any such assignment or subletting.

ARTICLE 13: Rights of Mortgagee

Section 13.1 This Lease is and shall be subject and subordinate at all times to any ground or underlying lease, to the lien of any mortgage which may now or hereafter affect the leased property and to all renewals, modifications, amendments, consolidations, replacements, and extensions thereof. Such subordination shall be effective without any further act of Tenant; provided that however, that Landlord shall provide Tenant with an acceptable non-disturbance agreement from any future lender.

Section 13.2 In the event of any act or omission by Landlord which would give Tenant the right to terminate this lease, Tenant shall not exercise any such right (a) until it shall have given written notice to Landlord, by certified mail, of such act or omission and Tenant shall have given similar written notice to the holder of any deed of trust or mortgage encumbering the Premises whose name and address shall have been furnished to the Tenant in writing, at the last address so furnished and (b) until a reasonable period of time for remedying such act or omission shall have elapsed following the giving of such notice, provided that following the giving of such notice, the Landlord or said holder shall, with reasonable diligence, have commenced and continued to remedy such act or omission or to cause the same to be remedied.

Section 13.3 In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or deed of trust now or hereafter encumbering the Premises, or any part thereof, Tenant's' possession shall not be disturbed so long as Tenant is not in default, and upon such foreclosure or sale or upon any grant of a deed in lieu of foreclosure recognizes such purchaser as the Landlord under this Lease, if so requested by such purchaser.

ARTICLE 14: Limitation of Liability - No Representations by Landlord

Section 14.1 Tenant has examined the physical condition of the Premises. Tenant accepts the condition of Premises and acknowledges that the Premises are being leased in their present "as is" condition, except as otherwise provided herein. Landlord has made no representations of whatever nature in connection with the condition of the Premises or any part thereof.

Section 14.2 Except for breach of its covenants herein, Landlord shall not be liable to Tenant for any loss or damage occasioned by failure to keep said Premises in repair and free from refuse, obnoxious odors, vermin or other foreign matter; defective wiring, plumbing, gas, sprinkler, steam, sewer, water or other pipes or fixtures; the bursting, leaking, running, or clogging of the above pipes or fixtures; any defect or malfunction, bursting, leaking, running or clogging of any cistern, tank, sprinkler system, boiler, wash stand, closet or wastepipe; water, snow, ice or other foreign matter being upon or coming through the roof, skylights, trapdoors, doors, windows or otherwise; acts or negligence or failure to comply with lease covenants by other tenants of Landlord; acts or negligence of guests, invitees and employees of Tenant or other occupants of the Building; acts or negligence of any owners or occupants of adjacent or contiguous property or their employees; acts of God; acts or negligence of any persons not in the employ of Landlord.

Section 14.3 Landlord shall not have any obligation to install, provide, or maintain security systems or security devices of any kind upon the Premises. Tenant may, with prior written consent of the Landlord and at Tenant's sole cost and expense, install such security systems and/or security devices upon the Premises. Landlord, its agents and employees, shall not be liable for, and Tenant waives all claims for injury, damage, or loss to persons or property sustained by Tenant, its employees, invitees or any person claiming through Tenant resulting from any occurrence in or upon the Premises.

ARTICLE 15: Default Provisions - Remedies of Landlord

Section 15.1 The following events shall be deemed to be events of default by Tenant under this Lease:

- (a) Tenant shall fail to pay any installment of basic rent or additional rent when due, or any other payment or reimbursement to Landlord required herein when due, and such failure shall continue for a period of ten (10) days from the date such payment was due.
- (b) Tenant shall: (i) apply for consent to the appointment of a receiver, trustee or liquidator of Tenant or of all or a substantial part of its assets; (ii) become insolvent or admit in writing its inability to pay its debts as they come due; (iii) make a general assignment for the benefit of creditors; (iv) file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law; other than the Federal Bankruptcy Code; (v) file an answer admitting the material allegations of a petition filed against Tenant in any reorganization or insolvency proceedings, other than a proceeding commenced pursuant to the Federal Bankruptcy Code, or if any order, judgment or decree shall be entered by any court of competent jurisdiction, except for a bankruptcy court or a federal court sitting as a bankruptcy

court, adjudicating Tenant insolvent or approving a petition seeking reorganization of Tenant or appointing a receiver, trustee or liquidator of Tenant or of all or a substantial part of its assets; or (vi) make a transfer in fraud of creditors.

- (c) Tenant shall abandon or vacate any substantial portion of the Premises.
- (d) Tenant shall fail to comply with any term, provision or covenant if this Lease (other than the foregoing in this Section) and shall not cure such failure within twenty (20) days after written notice thereof to Tenant. However, in the event that within said twenty (20) day period Tenant commences and diligently pursues curing such failure, then Tenant shall have a period of sixty (60) days after the written notice in which to cure such failure.
- (e) Tenant shall fail to discharge any lien placed upon the Premises in violation of this Lease hereof within twenty (20) days after any such lien or encumbrance is filed against the Premises.
- **Section 15.2** Upon the occurrence of any of such events of default described in Section 15.1 hereof, Landlord shall have the option to pursue either or both of the following remedies:
- (a) Terminate this lease by giving to Tenant a notice of intention to end the term of this Lease specifying a day not earlier than ten (10) days thereafter, and upon the giving of such notice the term of this Lease and all right, title and interest of Tenant hereunder shall expire as fully and completely on the day so specified as if that day were the date herein specifically fixed for the expiration of the term, whereupon, Tenant shall immediately surrender the Premises to Landlord. If Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, additional rent, or other charges, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, by use of such forces as may be necessary, without being liable for prosecution or any claim of damages therefor; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.
- (b) Enter upon and take possession of the Premises without notice to Tenant and without terminating this Lease and expel or remove Tenant and any other person who may be occupying such Premises or any part thereof, by use of such forces as may be necessary, without being liable for prosecution or any claim for damages therefore, and without terminating this Lease or releasing Tenant from its obligations hereunder for the full term hereof, endeavor to relet the Premises for the account of Tenant for such time and upon such terms as the Landlord shall determine, and receive the rent therefor. In any case of reletting hereunder, Landlord may make repairs, alterations and additions in or to the Premises, and Tenant shall, upon demand pay the cost thereof, together with Landlord's expenses of the reletting. If the consideration collected by Landlord upon any such reletting for Tenant's account is not sufficient to pay monthly the full amount of the rent, additional rent and other charges reserved in this Lease, together with the cost of repairs, alterations, additions, redecorating and Landlord's expenses, Tenant shall pay to Landlord the amount of each monthly deficiency upon demand. In the event Landlord is successful in reletting the Premises at a rental in excess of that agreed to be paid by Tenant pursuant to the

terms of this Lease, Landlord and Tenant each mutually agree that Tenant shall not be entitled, under any circumstances, to such excess rental, and Tenant does hereby specifically waive any claim to such excess rental.

(c) Tenant shall remain liable for all rent and other charges and sums due under this Lease for the remainder of the term, which liability shall survive the termination of this Lease, the giving of a notice to vacate, the re-entry into the Premises by Landlord, and the commencement of and judgment in any action to secure possession of the Premises. Regardless of whether Landlord terminates this Lease upon an event of default by Tenant, Landlord shall be entitled to accelerate and declare the following amounts to be immediately due and payable and to recover the same from Tenant: (i) the unpaid rent, additional rent, or other charges due at the time of the event of default; plus (ii) the unpaid rent, additional rent or other charges due for the balance of the term, less the amount that Tenant proves could have been reasonably avoided by Landlord; plus (iii) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's default, including, without limitation, reasonable attorneys' fees, brokerage commissions, rental concessions to new tenants, and the cost of any repairs, renovations or alterations of the Premises. In no event shall Landlord be required to wait to begin any legal actions or proceedings until the date this Lease would have expired.

ARTICLE 16: Insurance

Section 16.1 Tenant shall maintain in full force and effect at all times during the term of the Lease, at its own expense, for the protection of Tenant and Landlord, as their interests may appear, policies of insurance issued by a responsible carrier or carriers which are qualified to do business in the State of Ohio; which policies shall afford the following coverages:

- (a) Commercial General Liability insurance, in an amount of \$1,000,000.00 per occurrence and a total limit of \$3,000,000.00 for both bodily injury and property damage; and
 - (b) Workers Compensation insurance as required by Ohio law.

Tenant may, with Landlord's consent, have reasonable deductibles in connection with this Section. Tenant shall deliver to Landlord, Certificates of Insurance ("Certificates") evidencing the above coverage with limits of those specified above. Such Certificates shall name Landlord as Additional Insured and shall expressly provide that the interest of same there shall not be affected by any breach by Tenant of any policy provision for which such Certificates evidence coverage. Further, all Certificates shall expressly provide that no less than thirty (30) days prior written notice shall be given Landlord in the event of material alteration to or cancellation of the coverages evidenced by such Certificates. Finally, all Certificates shall expressly provide that the coverages evidenced thereby shall be primary and that any policies carried by Landlord shall be excess and noncontributory with such primary insurance.

Section 16.2 The requirements for insurance under the provisions of Section 16.1 may be modified or amended in whole or in part by Landlord in its reasonable discretion, and Tenant shall, upon any expiration of any existing policy or policies of insurance provide a replacement policy or policies which shall meet such amended or modified insurance standards. If Tenant should fail to comply with the requirements of this paragraph relating to insurance, Landlord may

obtain such insurance, and Tenant shall pay to Landlord upon demand as additional rent hereunder the premium cost thereof.

Section 16.3 Landlord shall at all times throughout the term maintain fire, extended coverage and casualty insurance coverage on the Building.

ARTICLE 17: Notices

Section 17.1 All notices, demands and requests which may or are required to be given by either party to the other shall be in writing and shall be deemed given when personally delivered or sent by United States Certified Mail, postage prepaid, (a) if for Tenant, addressed to the Tenant at the Premises, or at such other place as Tenant may from time to time designate by written notice given to Landlord in accordance with the requirements of this Article, or (b) if for Landlord, addressed to Landlord, at 1093 Medina Road, Suite 100, Medina, Ohio 44256, or at such other place as Landlord may from time to time designate by written notice to Tenant.

ARTICLE 18: Quiet Enjoyment

Section 18.1 Landlord covenants and agrees that Tenant upon paying the basic rent, additional rent and all other charges herein provided for and performing and fulfilling the covenants, agreements and conditions of this Lease on Tenant's part to be performed and fulfilled, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this lease without hindrance or molestation by Landlord or any person or persons claiming under Landlord subject, however, to the matters herein set forth.

ARTICLE 19: Limitation of Landlord's Liability

Section 19.1 If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed or if Tenant for any other reason should assert a claim against Landlord and if, as a consequence of such default or claim, 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 the Premises as the same may be encumbered and neither Landlord nor 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 the property of Landlord other than its interest in the Premises as hereinbefore expressly provided. The term "Landlord" as used in this Lease shall be limited to mean and include only the owner or owners of Landlord's interest in this Lease at the time in question, and in the event of any transfer or transfers of such interest, the Landlord herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved from and after the date of such transfer of all liability as respects the performance of any covenants or agreements on the part of the Landlord contained in this Lease thereafter to be performed, provided that upon such transfer, the transferee shall be deemed to have assumed, all of the covenants, agreements and conditions in this Lease contained to performed on the part of the Landlord, it being intended hereby that the covenants and agreements contained in this Lease on the part of the Landlord to be performed shall, subject as aforesaid be binding on the Landlord, its successors and assigns, only during and in respect of their respective periods of ownership.

ARTICLE 20: Estoppel Certificate by Tenant

Section 20.1 At any time and from time to time upon request by Landlord, Tenant agrees to execute, acknowledge and deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect or if there have been modifications that the same is in full force and effect as modified and identifying the modifications, (b) the dates to which the basic rent, additional rent and other charges have been paid and (c) that, so far as the person making the certificate knows, Landlord is not in default under any provisions of this Lease if such is the case. It is intended that any such statement may be relied upon by any person proposing to acquire Landlord's interest in this Lease or any prospective mortgagee of, or assignee of any mortgage upon, such interest.

ARTICLE 21: Cumulative Remedies - No Waiver - No Oral Change

Section 21.1 The specified remedies to which Landlord may resort under terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be entitled, either at law or equity, in case of any breach or threatened breach by Tenant of any covenant, agreement or condition of this Lease. The failure of Landlord to insist in any one or more cases upon the strict performance or observance of any of the covenants, agreements or conditions of this Lease or to exercise any option herein contained shall not be construed as a waiver for the future of such covenant, agreement, condition or option. A receipt by Landlord of rent with knowledge of the breach of any covenant, agreement or condition hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any covenant, agreement or condition of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, agreements or conditions of this Lease. No receipt of monies by Landlord from Tenant after the termination or cancellation hereof in any lawful manner shall reinstate, continue or extend the term hereof, or affect any notice theretofore given to Tenant, or operate as a waiver of the right of Landlord to enforce the payment of rent or additional rent or other charges then due or thereafter falling due, or operate as a waiver of the right of Landlord to recover possession of the Premises by proper suit, action, proceedings or remedy; it being agreed that, after the service of notice to terminate or cancel this lease, and the expiration of the time therein specified, if the default has not been cured in the meantime, or after the commencement of suit, action or summary proceedings or of any other remedy, or after a final order, warrant or judgment for the possession of the Premises, Landlord may demand, receive and collect any monies then due, or thereafter becoming due, without in any manner affecting such notice, proceeding, suit, action, order, warrant or judgment and any and all such monies so collected shall be deemed to be payments on account for the use and occupation of the Premises, or at the election of Landlord on account of Tenant's liability hereunder. Acceptance of the keys to the Premises, or any similar act, by Landlord or any agent or employee of Landlord during the term hereof, shall not be deemed to be an acceptance of a surrender of the Premises unless Landlord shall consent thereto in writing.

Section 21.2 This Lease cannot be changed orally, but only by agreement in writing signed by both parties.

ARTICLE 22: Brokerage

Section 22.1 Tenant and Landlord represent and warrant that they have not dealt with a broker in connection with this Lease. Tenant and Landlord agree to mutually release the other party from any claims by any broker, agent or other person claiming a commission or other form of compensation arising out of such party's own dealings with regard to this leasing transaction. The provisions of this Article shall survive the termination of this Lease.

Tenant acknowledges that Barbara Faciana, a principal owner of the Landlord, and Stacy Tramonte are licensed Ohio real estate agents, however no liability to any real estate agent is payable by Tenant.

ARTICLE 23: Miscellaneous Provisions

- **Section 23.1** Landlord shall pay all of the real estate taxes and assessments levied and assessed against the Premises and Building.
- **Section 23.2** Landlord will bring all required utilities to the Building and the Premises. Landlord shall pay for all utility charges in accordance with standard usage estimates. Tenant shall, at its expense, have the right to alter, increase, upgrade, install, remove, reconfigure or otherwise change any such utilities in connection with Tenant's desired use of the Premises with Landlord's prior written consent. Landlord shall not be liable to Tenant for interference in or interruption of any utility service nor shall any curtailment or interruption constitute a constructive eviction or grounds for rental abatement in whole or in part hereunder.
- **Section 23.3** Tenant shall not place on the outside of the Building any sign, advertisement, illumination or projection, unless the same shall first have been approved in writing by Landlord. There will be a monument sign provided by the Landlord at Landlord's expense. Tenant will pay for its own artwork and polyurethane signage panel on both sides and any other related expenses such as governmental approval where applicable.
- **Section 23.4** If Landlord shall be unable to tender possession of the Premises on the date of the commencement of the term hereof, Landlord shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable by Tenant, but in such event, unless the delay results from failure of Tenant to provide plans or otherwise perform in accordance with the requirements of this Lease, no rental shall be payable by Tenant prior to actual tender to Tenant of possession of the Premises. In any event, late delivery of the Premises will not extend the term of this Lease.
- **Section 23.5** This Lease shall be construed and enforced in accordance with the laws of the State of Ohio. 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.

Any suit involving this Lease must be brought in the Common Pleas Court of Summit County, Ohio.

The parties, to the extent permitted by law, waive any right to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between Tenant and Landlord in connection with this Lease or the transactions related thereto.

Section 23.6 The parties hereto agree that the covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns.

Section 23.7 If any clause or provision of this Lease or the application thereof to any person, firm or corporation or to any circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, the remainder of this Lease or the application of such clause or provision to persons, firms or corporations or to circumstances other than those as to which it is illegal, invalid or unenforceable shall not be affected thereby, and it is the intention of the parties to this Lease that in lieu of each clause or provision of this lease that is illegal, invalid or unenforceable, there be added as a part of this Lease contract a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

Section 23.8 This Lease shall not be recorded, but either party may record a Memorandum of Lease in which shall be described the property herein demised, the term of this Lease, and reference to this Lease. The party requesting that the Memorandum of Lease be recorded shall prepare and pay all costs of recording the Memorandum of Lease, and the other party agrees to execute at any and all times such instruments in form acceptable to the other party as may be required for such recording.

Section 23.9 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 and may be modified or altered only by agreement in writing between the parties.

Section 23.10 In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, inability to procure labor or 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 work or doing any act required under the terms of this Lease, then performance of such act shall be excused from the period of the delay and the period of performance of any 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 any rent or other sums of money which may become due under the terms of this Lease.

Section 23.11 Tenant will not operate any equipment in the Premises which creates, in the sole opinion of Landlord excessive noise or dust. Tenant shall not use, maintain, or store formaldehyde or flammable liquids in or about the Premises without the express prior written consent of Landlord. Tenant shall not dispose of any chemicals or materials in any manner contrary to the then existing rules, regulations, statutes and/or ordinances pertaining thereto.

Section 23.12 Where consent is required of a party to this Lease, Landlord and Tenant shall not unreasonably withhold, delay or condition such consent.

Section 23.13 In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease Agreement on the part of the Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs. Furthermore, Landlord and Tenant agree to pay the attorney's fees and expenses of the other party to this Lease Agreement (either Landlord or Tenant) if it is made a party to litigation because of its being a party to this Lease Agreement and when it has not engaged in any wrongful conduct itself.

Section 23.14 Each Party represents and warrants to the other that: (a) it has the right to enter into this Lease, to grant the rights set forth in this Lease, and to perform fully all of the obligations contemplated by this Lease; (b) the person entering into this Lease is authorized to sign this Lease on behalf of the Party; and (c) this Lease has been validly executed and delivered constituting a legal, valid, and binding obligation enforceable against the Parties in accordance with its terms.

Section 23.15 This Lease contains the entire agreement between the parties and may not be contradicted by evidence of any prior or contemporaneous agreement, arrangement, understanding or negotiation (whether oral or written).

ARTICLE 24: Holding Over

Section 24.1 Tenant covenants that it will vacate the Premises immediately upon the expiration or earlier termination of this Lease. If Tenant retains possession of the Premises or any part thereof after the termination of the term, Tenant shall pay Landlord rent at one-hundred fifty percent (150%) the monthly rate specified in Section 2.2 plus any additional rent as set forth herein for the time Tenant thus remains in possession and, in addition thereto, shall pay the Landlord for all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. The provisions of this Section do not exclude Landlord's rights of re-entry or any other right hereunder, including without limitation, the right to refuse one-hundred fifty percent

(150%) the monthly rent and instead to remove Tenant through eviction proceedings for holding over beyond the expiration of the term of this Lease.

ARTICLE 25: RESERVED

ARTICLE 26: Survival

Section 26.1 All representations, warranties, covenants, indemnities, and agreements contained herein shall expressly survive the termination of this Lease and be binding upon the parties to this lease, their heirs, successors and assigns.

ARTICLE 27: Option to Renew

Section 27.1 Provided that Tenant is not in default of any of the terms and conditions of this Lease Agreement, Tenant shall have the option of renewing this Lease Agreement for one (1) additional terms of twelve (12) months, commencing immediately at the conclusion of the then current term of this Lease Agreement (the "Option Term"). In order to exercise this Option to Renew, Tenant is hereby required to give Landlord written notice of Tenant's intent to exercise such Option, which notice must be received by Landlord not less than ninety (90) days before the commencement of the Option Term. Such notice shall be given in accordance with the terms of this Lease Agreement. The terms and conditions of the Lease Agreement during the Option Term shall be the same as during the original lease term, except that the annual Basic Rent for the first year of the Option Term shall be the then current rent multiplied by the percentage increase of 2% percent. The annual Basic Rent shall be increased each year of the Option Term by 2% percent.

ARTICLE 28: Environmental Matters

Section 28.1 Definitions.

- (a) **"Environmental Law"** means any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environmental conditions on, under or about the Premises, including, without limitation: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 *et seq.*; (ii) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 *et seq.*; and (iii) the Federal Water Pollution Control Act, 33 U.S.C. §§1317 *et seq.*, such laws are amended and in accordance with the regulations and administrative codes applicable thereto.
- (b) "Hazardous Material" means, without limitation, any material or substance which is: (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restrictive hazardous waste" or "hazardous substance" or considered a waste, condition of pollution or nuisance under any Environmental Law; (ii) petroleum or petroleum product or fraction thereof; (iii) asbestos; or (iv) substances known by the State of Ohio or the United States to cause cancer and/or reproductive toxicity.
- **Section 28.2 Compliance with Environmental Laws.** Tenant shall not cause or permit: (i) the use, generation, storage, release, manufacture, refining, production, processing, or disposal

of any Hazardous Materials on, under or about the Premises, or the transportation to or from the Premises of any hazardous Materials, other than customary quantities of such Hazardous Materials customarily used in the operation of Tenant's business, and then, only in accordance with all applicable Environmental Laws; or (ii) any expense to Landlord to, comply with all Environmental Laws regulating the use, generation, storage, transportation, release or disposal of Hazardous Materials. Tenant shall, at its sole cost and expense, make all submissions to, provide all information required by, and comply with all requirements of all Governmental Authorities under Environmental Laws.

Section 28.3 Remedial Action. Upon learning of any actual or alleged violations of any Environmental Law concerning the Premises, Tenant shall immediately notify Landlord, in writing, of such actual or alleged violations. Tenant shall promptly, at Tenant's sole cost and expense and without any abatement of rent, take all investigatory and/or remedial action (collectively, "Remedial Work") required or ordered by Landlord or any Governmental Authorities, or required by any Environmental Law for clean-up and removal of any contamination involving any Hazardous Material created or caused, directly or indirectly, by Tenant or any assignee or subtenant, or any of their respective contractors, agents, employees or invitees. Tenant shall perform or cause to be performed the Remedial Work in compliance with all applicable Environmental Laws and Landlord shall have the right to approve all Remedial Work, including, without limitation, the selection of any contractor or consultant Tenant proposes to retain, any reports or disclosure statements to be submitted to any Governmental Authorities prior to the submission of such materials, and any proposed remediation plan prior to submission to any Governmental Authorities. Landlord also shall have the right, but not the obligation, to participate with Tenant and its contractors in reasonable notice of any such meetings. In its sole judgment, Landlord shall have the right to undertake all Remedial Work required of Tenant hereunder with Landlord's own contractors for the account of Tenant and at Tenant's sole cost and expense, in which case Tenant shall reimburse Landlord on demand as an Additional Charge. Whether the Remedial Work is undertaken by Landlord or Tenant in accordance with the preceding provisions, Landlord shall have the right to require Tenant to post a bond, cash deposit or other form of security as Landlord shall determine to ensure that the Remedial Work is carried out in accordance with the approved remediation plan and that all costs and expenses for which Tenant is liable are paid in full on time.

Section 28.4 Information. Tenant shall promptly provide all information regarding the use, generation, storage, transportation, release or disposal of Hazardous Materials by Tenant that Landlord reasonably requests.

Section 28.5 Performance by Landlord. If Tenant fails to timely fulfill any duty imposed upon Tenant under this Article 28, Landlord may, but shall not be obligated to, fulfill such duty, in which event, Tenant shall cooperate with Landlord in order to prepare all documents deemed reasonably necessary or appropriate to determine the applicability of the Environmental Laws to the Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Environmental Law shall constitute a waiver of any of Tenant's obligations under this Article 28.

Section 28.6 Indemnification by Landlord. Landlord shall indemnify and defend Tenant and its shareholders, directors, officers, employees, agents, and representatives from and against any and all claims, including, without limitation, all costs of Remedial Work, arising from or relating to: (i) the presence, use, generation, storage, transportation, release or disposal of any Hazardous Materials on, under or about the Premises occurring prior to the Term, or (ii) the violation of any Environmental Law by Landlord or any prior Tenant of the Premises. This indemnification shall include, without limitation, personal injury claims, the payment of liens, amounts paid in settlement of claims, the cost of any investigation of site conditions, and the cost of any Remedial Work required by any Governmental Authorities under any Environmental Law.

Section 28.7 Survival. Tenant's obligations under this Article 28 shall survive the expiration or termination of this Lease and shall be binding upon Tenant's successors and assigns.

ARTICLE 29: Rules and Regulations

Section 29.1 Tenant, Tenant's employees, agents, visitors and licensees shall observe faithfully and comply strictly with the Rules and Regulations set forth in Exhibit B attached hereto and made a part hereof, provided, however, that Landlord shall enforce the same in a uniform and nondiscriminatory manner as to all tenants in the Building to which such Rules and Regulations shall be applicable. Landlord shall have the right to make reasonable changes to the Rules and Regulations thus set forth provided such changes and additions do not unreasonably and materially affect the conduct of Tenant's business and are in writing and have been delivered to Tenant. Any breach of the Rules and Regulations by Tenant shall constitute a default under this Lease.

Section 29.2 Any prior failure by Landlord to enforce any Rules and Regulations now or hereafter in effect, either against Tenant or any other tenant in the Building, shall not constitute a waiver of Landlord's right to enforce uniformly any such Rules and Regulations at a future time.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:	TENANT:
PVC CASCADE ONE, LLC	COUNTY OF SUMMIT
By: GINO FACIANA, MANAGING MEMBER	By:
GINO PACIANA, MANAGING MEMBER	Print Name:
	Title:

[NOTARY PAGE TO FOLLOW]

STATE OF OHIO)	
COUNTY OF MEDINA) SS)	
above-named PVC CASCA FACIANA, its Managing Mo	ary Public in and for said county and state, and DE ONE, LLC, an Ohio limited liability ember, who acknowledged that he did sign that and deed of said corporation and his free and the said corporation and his free and deed of said corporation.	y company, by GINO he foregoing instrument
	EREOF, I have hereunto set my hand this day of	
	Notary Public	
STATE OF OHIO)) SS	
COUNTY OF SUMMIT)	
above-named COUNTY OF	ary Public in and for said county and state, s SUMMIT, an Ohio Charter County, by no acknowledged that he did sign the forego	, its
	leed of said corporation and his free act and	
	EREOF, I have hereunto set my hand this day of	
	Notary Public	
	Notary ruone	

Exhibit A Landlord's Work

3rd Floor:

- 1. 2 new locking doors with glass.
- 2. 1 Electrical outlet by Kristy Brown.

1st Floor:

Entry:

- 1. One new window with two counters/speaker holes.
- 2. One new locking solid door.
- 3. Remove 2 existing glass doors

Vestibule:

1. 3 new standing windows with counters (both sides) and speaker hole.

In Suite:

- 1. 1 new L-Shaped wall (paint) with new solid door and glass window (power and communication drops needed in new wall).
- 2. Paint adjacent existing orange wall to match.
- 3. Lighting for newly created hallway.
- 4. One additional locking new solid door adjacent to large open area.
- 5. Open area (at new windows) lighting and power needed.

Bobby to provide new square footage calculation of 1st floor space. Cameras and IT by County.

Exhibit B Rules and Regulations

- 1. Landlord shall have the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally, and so as not to unreasonably interfere with the business of tenants. No Tenant shall invite to the premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and facilities of the Building by other tenants.
- 2. Except to the extent required under Ohio law to permit public access for the payment of property taxes, Landlord may refuse admission to the Building outside of ordinary business hours to any person not known to the watchman in charge or not having a pass issued by Tenant or not properly identified, and may require all persons admitted to or leaving the Building outside of ordinary business hours to register.
- 3. Tenant shall not be permitted to install vending machines or similar types of electric appliances such as coffee makers, hot plates or space heaters, except for such equipment as used in Landlord approved Kitchen and Dining areas.
- 4. No awnings or other projections over or around the windows or entrances of the premises shall be installed by any Tenant.
- 5. Freight, furniture, business equipment, merchandise and bulky matter of any description ordinarily shall be delivered to and removed from the premises only in the freight elevator and through the service entrance and corridors, but special arrangements will be made for moving large quantities of furniture and equipment into or out of the Building.
- 6. All entrance doors to the Premises shall be left locked when the Premises are not in use.
- 7. Canvassing, soliciting or peddling in the Building is prohibited and each tenant shall cooperate to prevent the same.
- 8. Tenant shall not advertise the business, profession or activities of Tenant in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto or use the name of the Building for any purpose other than that of the business address of Tenant.
- 9. Tenant shall not attach or permit to be attached additional locks or similar devices to any door, transom or window on the premises; change existing locks or the mechanism thereof; or make or permit to be made any keys for any door thereof other than those provided by Landlord. (If more than two keys for one lock are desired, Landlord will provide them upon payment therefor by Tenant).
- 10. Tenant agrees that it shall not willfully do or omit to do any act or thing which shall discriminate or segregate upon the basis of race, color, sex, creed, handicap or familiar

- status, or national origin in the use and occupancy or in any subleasing or subletting of the Premises.
- 11. Tenant shall not carry on or permit to be carried on upon said Premises or any part thereof any immoral or illegal business, gambling, the selling of pools, lotteries or any business that is prohibited by law.
- 12. Landlord reserves the right by written notice to Tenant, to rescind, alter or waive any rule or regulation at any time prescribed for the Building when, in Landlord's reasonable judgment, it is necessary, desirable or proper for the best interest of the Building and its Tenants.
- 13. There is no smoking anywhere within the building. Tenant shall not permit any smoking in the Premises.
- 14. Tenant shall not burn or permit the burning of any candles or other type of open flame in the building or the Premises.
- 15. The drywalled area between the windows on the perimeter of the Premises shall be painted only. Tenant shall not hang wallpaper, wallpaper border or any other type of wallcovering.