



VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

April 28, 2025

Youngstown Central Area
Community Improvement Corporation
242 Federal Street, Suite 304
Youngstown, Ohio 44503

Attention: David Kosec, President

Re: Renewal of Lease
Ohio Auditor of State
242 Federal Plaza West
Youngstown, Ohio 44503
File No. 5613

Dear Mr. Kosec:

The current term of this lease expires June 30, 2025. As provided in Article IV of the Lease, I, on behalf of the State of Ohio, Department of Administrative Services, hereby exercise the option to renew for an additional term beginning July 1, 2025 and ending June 30, 2027, at an annual rental rate of \$36,853.98, contingent upon the conditions stated in Article VII of the Lease, and Controlling Board approval pursuant to Section 127.16(B)(2) of the Ohio Revised Code.

All terms and conditions expressed in the original Lease, and any amendments thereto, will remain in effect during this renewal term, and no intent beyond those expressed is implied by the exercise of this option.

Thank you for your continued relationship with the State of Ohio. If you have any questions, do not hesitate to contact Jacob Bailey, Commercial Real Estate Specialist, at (614) 300-9387.

Sincerely,

Kathleen C. Madden
Director of Administrative Services

cc: Patrick Kelly Jr.
Master File



April 25, 2025

Office of the Auditor of State
65 East State Street, 14th Floor
Columbus, Ohio 43215

Attention: Patrick Kelly, Jr.

Re: Agency Approval
242 West Federal Street
Youngstown, Ohio 44503
File No. 56.13-A

Dear Mr. Kelly:

The General Services Division, Office of Real Estate and Planning requests written approval of the using agency for all documents.

Enclosed for your review is a proposed Lease for 2,182 square feet of office space at the above-mentioned location. If your agency is in agreement with this document, please sign below and return this letter with the document to the Office of Real Estate and Planning for further processing.

If you have any questions, do not hesitate to contact me at (614) 466-7319.

Sincerely,

Marcey Jeter, Administrator
Office of Real Estate and Planning
614-466-7319 direct
Marcey.Farley@das.ohio.gov

Approved By:
Title: Assistant Auditor of State
Date: 29 APR 2025

STATE OF OHIO LEASE

This lease (the "Lease") is made effective _____, 20____, by and between Youngstown Central Area Community Improvement Corporation, an Ohio not-for-profit corporation ("Lessor"), having its principal place of business located at 242 West Federal Street, Suite 304, Youngstown, Ohio 44503, and the State of Ohio, acting by and through the Department of Administrative Services ("Lessee"), General Services Division, Office of Real Estate and Planning, having an office located at 4200 Surface Road, Columbus, Ohio 43228-1395.

The parties hereby agree as follows:

I. DEMISE AND USE OF THE LEASED PREMISES

- A. In consideration of the rents, covenants and stipulations to be paid, performed and observed by Lessee and upon the terms and conditions herein specified, Lessor hereby leases, lets and demises unto Lessee, and Lessee hereby leases from Lessor, those premises known as 242 West Federal Street, Suite 302, Youngstown, Ohio 44503, containing 2,182 square feet of office space, as shown in the floor plan on Exhibit "A" which is attached hereto and hereby made a part hereof, in the building located at 242 West Federal Street, Youngstown, Ohio 44503 (the "Building"), together with the non-exclusive right to use parking spaces of which eight (8) handicapped spaces are available for Lessee's non-exclusive use in the parking lot located at the Building together with the land on which the Building is situated, which land is described on Exhibit "B" attached hereto and hereby made a part hereof, subject to all legal highways, easements and restrictions of record, and zoning ordinances. Said office space, parking and land are referred to hereinafter, collectively, as the "Leased Premises".
- B. The Leased Premises shall be used by the Office of Auditor of State (the "Occupying State Agency") for general office and such other lawful uses as may, from time-to-time, be deemed desirable by Lessee or the Occupying State Agency.

II. INITIAL TERM

To have and to hold the same, with any appurtenances thereunto belonging, for and during the full term commencing July 1, 2025 (the "Commencement Date") and ending on June 30, 2027. (said time period is hereinafter referred to as the "Initial Term"). Lessor and Lessee acknowledge and agree that Lessee is already occupying the Leased Premises pursuant to the Existing Lease and Lessee accepts the Leased Premises in their As Is condition as of the Commencement Date.

Lessor and Lessee mutually agree that execution of this Lease No. 5613-A shall cancel and supersede DAS Lease File No. 5613 (the "Existing Lease"), as amended, effective as of the Commencement Date.

III. BASE RENT

During the Initial Term of this Lease, commencing on the Commencement Date, Lessee shall pay an annual base rental (the "Base Rent") of Thirty Thousand Five Hundred Forty-Eight and 00/100

Dollars (\$30,548 or \$14.00 per square foot) for the use of the Leased Premises which sum shall be payable in equal quarterly installments of Seven Thousand Six Hundred Thirty-Seven and 00/100 Dollars (\$7,637.00) on or before the 15th day of the second month of each calendar quarter, at Lessor's office located at 242 West Federal Street, Suite 304, Youngstown, Ohio 44503 or such other place as may, from time-to-time, be designated by Lessor. For avoidance of doubt, each quarterly payment of Base Rent shall be due on February 15, May 15, August 15 and November 15 of each year during the term hereof. Lessee may pro-rate on a daily basis any rent accruing hereunder for a period less than a full year.

IV. RENEWAL TERMS

Provided that Lessee is not then in default of its obligations to pay the rents reserved hereunder and the performance of and its covenants set forth herein, Lessee shall have the option to renew this Lease for up to four (4) successive and continuous terms of two (2) years each (the "Renewal Terms") upon the same terms and conditions as are set forth herein. The Base Rent during said Renewal Terms shall be as follows:

<u>Renewal Term</u>	<u>Annual Rent</u>	<u>Quarterly Rent</u>	<u>Monthly Rent</u>	<u>Square Foot Rate</u>
7/1/27 to 6/30/29	\$30,548.00	\$7,637.00	\$2,545.66	\$14.00
7/1/29 to 6/30/31	\$30,548.00	\$7,637.00	\$2,545.66	\$14.00
7/1/31 to 6/30/33	\$30,548.00	\$7,637.00	\$2,545.66	\$14.00
7/1/33 to 6/30/35	\$30,548.00	\$7,637.00	\$2,545.66	\$14.00

Lessee may exercise each of Lessee's Renewal Terms by giving written notice to Lessor not less than sixty (60) days prior to the expiration of the applicable term of this Lease. Any reference in this Lease to the "term of this Lease" shall include the Renewal Terms.

V. ADDITIONAL RENT

Intentionally Omitted.

VI. PLANS AND SPECIFICATIONS/CONSTRUCTION OF IMPROVEMENTS

Intentionally Omitted.

VII. CONDITION PRECEDENT

This Lease, and the exercise by Lessee of any option to renew the term of this Lease, is subject to appropriation by the Ohio General Assembly and certification by the Director of Budget and Management of available funds as required by Chapter 126 of the Ohio Revised Code and approval by the State Controlling Board, if required, pursuant to Chapter 127 of the Ohio Revised Code.

VIII. WASTE/RETURN OF LEASED PREMISES

Lessee shall not commit or suffer any waste on the Leased Premises. Upon the expiration of the term of this Lease or upon an earlier termination hereof, Lessee shall surrender possession of the

Leased Premises in substantially as good a condition as the same existed at the Commencement Date, except for (a) damage from fire or natural elements, (b) circumstances beyond the control of Lessee, (c) reasonable use and normal wear and tear, depreciation and decay, and (d) any improvements, alterations, fixtures, additions, structures, or signs placed or erected upon the Leased Premises by either Lessor or Lessee after the Commencement Date. Provided, however, if Lessee desires to remove any Lessee-owned items set forth in (d) above, then Lessee shall repair all damage caused in the course of any such removal at Lessee's sole cost and expense.

IX. QUIET ENJOYMENT

Lessor represents and warrants that it is the lawful owner of and has good right and full power to lease the Leased Premises to Lessee. Upon Lessee's payment of the rentals herein reserved, Lessor will warrant and defend the title of Lessee against any and all claims whatsoever, and further warrants that Lessee shall, at all times during the term of this Lease, peaceably and quietly have, hold and enjoy the Leased Premises.

X. SUBSTITUTE OCCUPYING STATE AGENCIES

In the event the Occupying State Agency herein named gives up the use and occupancy of the Leased Premises, in whole or in part, during the term of this Lease, Lessee shall have the right at its sole option to place another state agency or agencies in the space given up under the same terms, provisions and conditions as herein specified.

XI. LESSOR'S COMPLIANCE WITH LAWS

- A. Lessor agrees that the Leased Premises will comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, including the current Americans With Disabilities Act Accessibility Guidelines (ADAAG) for Buildings and Facilities, as applicable to the Leased Premises and the Building, and to the sidewalks, alleyways, passageways, and curbs adjoining the same. The obligations of Lessor under this Article XI shall survive Lessee's acceptance and/or occupancy of the Leased Premises.
- B. In addition to the obligations set forth in Paragraph A of this Article XI, during the term of this Lease, Lessor shall bring and/or keep the Leased Premises in compliance with any and all applicable standards which have been or are hereafter promulgated by the Federal Occupational Safety and Health Administration and the National Institute of Safety and Health.

Lessor shall indemnify Lessee for any civil damages that Lessee may incur if Lessor fails to perform those duties listed above.

XII. LESSOR'S DUTIES/SERVICES

Lessor shall, at its sole cost and expense, perform/provide the following services in regard to the entire Leased Premises:

- A. Pay before any fine, penalty, interest or costs may be added thereto, all taxes, excises, levies, license and permit fees and other assessments, and water and sewer rents, rates and charges which may be assessed, levied, confirmed, imposed upon or become due and payable out of or in respect of the Leased Premises or the Building.
- B. Maintain in a good state of repair or working order the Leased Premises, including, but not limited to, exterior walls, roof, structural portions of the Building, windows and sashes, entrance doors, fire escapes, sprinkler systems and controls, heating, venting and air conditioning systems, inside stairways and elevators, and electrical and plumbing facilities so that Lessee may conduct its business therein at all times. In addition, Lessor shall provide, at Lessor's expense, the janitorial services described in Exhibit "C". Lessor agrees to ensure that persons providing janitorial services are paid at least Ohio's minimum wage.
- C. Assume liability for plate glass breakage and replace same.
- D. Paint the walls, ceiling and woodwork every fifth (5th) year, calculated from the last time the same were painted, and also wash the same each intervening year. The color and quality of the materials used in redecorating the Leased Premises shall be reasonably approved in advance by Lessee.
- E. Replace the carpet every ten (10) years or sooner if deemed reasonably necessary by Lessee in Lessee's opinion, calculated from the last time the Leased Premises were carpeted. The color, style and quality of the replacement carpet shall be approved in advance by Lessee, said approval not to be unreasonably withheld.
- F. Provide and maintain all equipment and materials necessary for the installation and usage of telephone services in the Building, to the point of demarcation to the Leased Premises.
- G. Provide and maintain the following signage:
 - (1) A sign reading "Office of Auditor of State" which shall be mounted in a conspicuous location on the exterior of the Building or the land upon which the same is located. Lessee's prior approval as to the location, color, size, style and material of said signage must be obtained by Lessor, with such approval not unreasonably withheld, conditioned or delayed.
 - (2) A sign listing the name of the Occupying State Agency and the location of the Leased Premises on a directory, located in the lobby of the Building used by the general public for access to and from the Building.
 - (3) Directional signage, located in a conspicuous location on each floor of the Building containing space leased by Lessee, which identifies the Occupying State Agency to the general public.

At the expiration or termination of this Lease, Lessor shall promptly remove all such signage.
- H. Pay all utility costs, except telephone services, provided to the Leased Premises.

- I. Provide and maintain heating and air conditioning at 68°F - 74°F uniformly throughout the Leased Premises regardless of outside temperatures, subject only to governmental energy conservation controls.
- J. Provide and maintain hot and cold running water and chilled drinking water.
- K. Provide uniform diffused lighting of 70-foot candles at desktop height at all workstations. This service shall include replacing light bulbs or fluorescent tubes and starters as needed.
- L. Provide complete preventive maintenance for the Building's mechanical systems
- M. Provide and maintain landscaping and landscape services for all unpaved areas of the Leased Premises and the Building.
- N. Provide timely removal of snow and ice from sidewalks and parking areas on or adjacent to the Leased Premises, and also provide trash service to the Building, with removal scheduled on a reasonable basis. .
- O. Provide and maintain adequate exterior lighting for the Leased Premises and such other security for the Leased Premises as Lessee shall reasonably determine to be necessary.
- P. Provide for the extermination of, and keep the Leased Premises free from, infestation of rodents, pests, and other vermin.
- Q. Provide copies of utility bills to Lessee within thirty days of receiving the utility bills for entry by Lessee into Lessee's energy audit tool.
- R. Cooperate with Lessee to implement cost effective methods of increasing energy efficiency.

In the event Lessor fails to perform the duties under this Article XII, Lessee shall promptly notify Lessor of the services which are not being provided. If Lessor does not provide any such services within ten (10) days of the date of such notice, Lessee may perform or provide the same (or have others do so) at Lessor's cost and may deduct the cost of performing such duties and providing such services from the rents reserved herein or, at Lessee's option, Lessee may terminate this Lease by giving not less than thirty (30) days written notice to Lessor.. If Lessee elects to deduct costs from rent, Lessee shall provide Lessor with sufficient documentation of the cost thereof, and Lessor shall reimburse Lessee for such costs within ten (10) days following receipt thereof. .The provisions of Article XXIV herein shall not apply in the case of such failure by Lessor occurring under this Article.

XIII. INSPECTION

Lessee shall permit Lessor or its agent, upon twenty-four (24) hours' advance notice, to enter upon the Leased Premises to examine same or to make such repairs or construct such improvements as may be necessary to eliminate hazards to the health and safety of the occupants and the general public, or to make any other repair or maintenance required hereunder. Provided, however, that

Lessor may immediately enter upon the Leased Premises for the purpose of making emergency repairs but shall promptly give notice to Lessee of any such entry.

XIV. LESSEE'S DUTIES

Lessee shall perform/provide the following:

- A. Payment of all rentals as they become due.
- B. Abide by such reasonable rules and regulations promulgated in writing by Lessor to assure the proper operation of the Leased Premises, provided such rules and regulations are not inconsistent with the terms of this Lease.
- C. Comply with any applicable laws, ordinances, orders, rules, regulations and requirements of all federal, state or municipal governments relating to Lessee's use and occupancy of the Leased Premises.
- D. Pay for all telephone services furnished to the Leased Premises.

XV. LESSEE'S ALTERATIONS/REPLACEMENT

Lessee shall have the right, but not the obligation, from time-to-time, to make such other and further additions or alterations to the Leased Premises or to replace the Improvements or any part thereof with such other structure or equipment as Lessee may deem desirable; provided, however, that no structural addition, alteration or replacement shall be made to the Leased Premises and no addition, alteration or replacement shall affect any of the Building's systems without Lessor's prior written approval, which approval shall not be unreasonably withheld or delayed.

XVI. INSURANCE/DESTRUCTION OF THE LEASED PREMISES

At all times during the term of this Lease, Lessor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 for each occurrence. CGL insurance shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal and advertising injury, together with all costs of defense. The defense cost shall be outside of the policy limits. Lessor shall include Lessee and the Occupying State Agency as additional insureds. ~~CGL insurance shall apply as primary over any other insurance afforded to Lessor.~~ Lessor waives all rights against Lessee for damages to the extent there is coverage afforded by Lessor's insurance maintained pursuant to this Lease. Lessor shall provide a certificate of insurance, which must be in a form that is reasonably satisfactory to Lessee as to the contents of the policies and the quality of the insurance carriers. All insurers must have at least an A- (Excellent) rating by A.M. Best & Co.

At all times during the term of this Lease, Lessor shall insure the Leased Premises against loss or damage by fire or other casualties normally covered by standard fire and extended coverage policies for not less than eighty percent (80%) of its actual replacement value through responsible insurance carriers licensed to do business in Ohio, having a Best Insurance Reports policy holders rating of "A" or better and a financial size category of Class VII or better. In the event that the Leased Premises is totally destroyed by fire or other casualty, the term of this Lease shall immediately

terminate. In case of partial damage or destruction so as to render, in Lessee's sole opinion, the Leased Premises unfit for its occupancy, Lessee may terminate this Lease upon ten (10) days' notice given to Lessor within sixty (60) days after the occurrence of such damage or destruction effective as of the date set forth in Lessee's termination notice. If Lessee elects to not terminate this Lease, then Lessor shall immediately rebuild the Leased Premises to its prior condition. During the period repairs are being made, any rent due hereunder shall abate on a pro rata basis

Lessor shall, for each policy required by this Lease provide Lessee with thirty (30) days' prior written notice of cancellation, or non-renewal, except a ten (10) day notice for non-payment of premium. Any failure to comply with this reporting provision may constitute a default of this Lease. Lessee reserves the right to approve or reject levels of self-insured retention, captive insurance, or any other alternative risk-financing program. By requiring insurance herein, Lessee does not represent that the coverage and limits will be adequate to protect Lessor and such coverage and limits do not represent or serve as a limitation on Lessor's liability under the indemnities granted to Lessee under this Lease.

XVII. EMINENT DOMAIN

If the Leased Premises is taken in any appropriation proceedings or by any right of eminent domain, this Lease shall terminate from the time when possession of the Leased Premises is taken for public use. Such taking shall not operate as, or be deemed, an eviction of Lessee or a breach of Lessor's covenant of quiet enjoyment. Lessee shall pay all rent due and perform and observe all other covenants, up to the time when possession is surrendered by Lessee. If only a part of the Leased Premises is taken, and if twelve (12) months or more of the applicable term of this Lease then remains unexpired, and if the remaining premises can be substantially restored in Lessee's reasonable opinion within thirty (30) days, then, Lessee reserves the option to continue this Lease. Lessee may exercise this option by written notice given to Lessor within sixty (60) days following receipt by Lessee of notice of the proposed taking. Upon receipt of this notice, this Lease will not terminate, and, at its expense, Lessor will restore the Leased Premises within thirty (30) days following Lessee's notice. The Base Rent payable by Lessee during the period of restoration and the remainder of the term of this Lease shall be reduced on a pro rata basis. Neither party hereto shall have a right of claim against the other for damages or participate in the amount of compensation awarded to the other party. However, Lessor agrees to immediately notify Lessee at the time such appropriation proceedings are initiated against Lessor so that Lessee shall be afforded the opportunity to participate in such proceedings in order to obtain compensation for its damages.

XVIII. HOLDOVER

At its option and without there being a new lease or agreement in writing between the parties hereto, Lessee may holdover and remain in possession of the Leased Premises or any part thereof after the expiration or termination of the term of this Lease, on the same terms, provisions and conditions, including Base Rent, as are contained in this Lease excepting as to term. Notice of Lessee's intention to holdover shall be given to Lessor not less than thirty (30) days before the expiration of the applicable term of this Lease. Unless otherwise agreed to by the parties, Lessee may not holdover for more than a total of six (6) months and said tenancy shall terminate at the end of the month in which Lessee actually vacates the Leased Premises.

XIX. CANCELLATION BY LESSEE

During the term of this Lease, Lessee may cancel this Lease for any reason whatsoever upon not less than ninety (90) days' notice given to Lessor.

XX. MEMORANDUM OF LEASE

At its expense and within ten (10) days of the date of full execution of this Lease, Lessor shall present for recording a fully executed Memorandum of Lease in accordance with Section 5301.251 of the Ohio Revised Code in the office of the County Recorder of Mahoning County, Ohio. Lessor shall do likewise with respect to any addendum to this Lease which may be entered into hereafter by the parties to the extent any such addendum modifies the terms identified in the previously recorded Memorandum of Lease. As proof of recording, Lessor shall return the original recorded Memorandum to Lessee, and Base Rent shall not begin to accrue, notwithstanding that the term of this Lease has commenced, until receipt by Lessee of the recorded Memorandum of Lease.

XXI. SALE OF LEASED PREMISES

Should Lessor, during the term of this Lease, grant, bargain, sell, convey, transfer or otherwise dispose of the Leased Premises, Lessor shall immediately notify Lessee of such transfer of ownership and shall provide copies of the recorded deed or other instrument transferring title, together with the new owner's name, address, telephone and facsimile number, email address, business entity title, social security number and/or federal tax identification number.

The obligations of Lessor under this Lease shall not be binding upon Lessor herein named with respect to any period subsequent to the transfer of its interest in the Leased Premises as owner or lessor thereof (unless the event complained of occurred prior to the transfer) and in the event of such transfer, said obligations shall thereafter be binding upon each transferee of the interest of Lessor being transferred.

XXII. NOTICES

All notices, demands, requests, consents, approvals, and other instruments required to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given when: 1) hand delivered, 2) sent by U.S. certified mail, return receipt requested, postage prepaid, 3) if certified mail is either refused or unclaimed, then by regular U.S. Mail, 4) by overnight delivery service with receipt or 5) by email, followed by one of the other methods of delivery described herein; email delivery shall be deemed to be on the date of receipt and the parties hereto agree that an email with confirmation shall be adequate proof of receipt,

- a) with respect to Lessor, addressed to:

Youngstown Central Area Community Improvement Corporation
242 West Federal Street, Suite 304
Youngstown, Ohio 44503
Attention: President

b) with respect to Lessee, addressed to:

Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Attention: Administrator

c) with an additional copy sent to Occupying State Agency:

Office of Auditor of State
65 E. State Street, 14th Floor
Columbus, Ohio 43215
Attention: Facilities Operations

Lessor and Lessee each shall have the right from time-to-time to specify as its street address, or email address for purposes of this Lease upon giving written notice thereof to the other parties hereto, as provided herein.

XXIII. SEPARABILITY OF LEASE PROVISIONS

If any provision of this Lease, or the application thereof to any situation or circumstance, shall be invalid or unenforceable, the remainder of this Lease or the application of such provision to situations or circumstances other than those as to which it is invalid or unenforceable shall not be affected; and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by applicable law.

XXIV. DEFAULTS

A. By Lessee. In the event that:

- (1) Lessee shall fail to pay an installment of rent or any portion thereof, or any of the other charges required by this Lease, when the same shall become due and payable and the same shall remain unpaid for a period of thirty (30) days after ~~written notice thereof from Lessor; or Lessee shall be in material default of any~~ other terms or provisions of this Lease and shall so remain for a period of sixty (60) days after Lessor has informed Lessee of such default, by written notice; then Lessor may give notice of termination to end the term of this Lease upon the date specified in such notice, which date shall not be less than ninety (90) days after the date of such notice. Upon the date specified in said notice of termination, the term of this Lease shall expire and terminate as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the term of this Lease.
- (2) However, if such default is not monetary and cannot reasonably be cured within the required period above, then Lessee shall not be deemed in default so long as it

promptly commences to cure the same within the required period and diligently pursues such curing thereafter.

- (3) Upon termination of this Lease, Lessor shall have the immediate right to re-enter and repossess the Leased Premises by due process of law.
- (4) Upon the termination of this Lease by reason of the happening of any event of default specified hereinabove, or upon Lessor recovering possession of the Leased Premises in the manner or under any of the circumstances herein mentioned, Lessee shall pay to Lessor the rents required to be paid by Lessee up to the time of such termination of this Lease.

B. By Lessor. In the event that:

- (1) Lessor is in material default of any terms or provisions of this Lease and shall so remain for a period of thirty (30) days after Lessee has given notice to Lessor of such default, then Lessee may give notice of termination to Lessor upon the date specified in such notice, which date shall not be less than ten (10) days after the date of such notice. Upon the date specified in said notice of termination, the term of this Lease shall expire and terminate as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the term of this Lease.
- (2) However, if such default cannot reasonably be cured within the required period above, then Lessor shall not be deemed in default so long as it promptly commences to cure the same within the required period and diligently pursues such curing thereafter.
- (3) At its option, Lessee may resolve Lessor's default (or have the default resolved by others) and deduct the cost thereof from the Base Rent payable hereunder.
- (4) Notwithstanding Lessee's election under (1) or (3) of this Paragraph B, Lessee shall nonetheless be entitled to pursue any and all rights it may have at law or in equity.

XXV. USE OF COMMON AREAS

-
- A. During the term of this Lease, Lessor hereby grants to Lessee and Lessee's agent, servant, employees and business invitees, a non-exclusive right to use all parking, driveway, walking areas, lobbies, hallways and stairways (the "Common Areas") which may, from time-to-time, be part of or appurtenant to the Leased Premises, together with rights of ingress and egress to and from the Leased Premises at such places as are now or may hereafter be designated by Lessor, together with, and subject to, similar rights granted from time-to-time by Lessor to other tenants in any buildings (including the Building) of which the Leased Premises is a part. Lessor acknowledges that Lessee's cost of the use of the Common Areas is included in the Base Rent payable hereunder.
 - B. The use of the Common Areas by the aforementioned persons shall be subject to such reasonable rules and regulations as Lessor may adopt in writing from time-to-time.

- C. Lessor reserves the right to make changes, additions, alterations, or improvements in and to the Common Areas and in the access drives from public thoroughfares or from adjoining land as may be required by public authorities or as deemed desirable by Lessor, provided said improvements do not in any way materially adversely affect Lessee's or the Occupying State Agency's right or occupancy hereunder.

XXVI. LESSEE'S PROPERTY

Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, any falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the Leased Premises including pipes, appliances, plumbing, roof, or by dampness, or by any other cause whatsoever unless the same results from Lessor's gross negligence or Lessor's failure to maintain or make repairs required hereunder.

XXVII. FORCE MAJEURE

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 Acts of God, strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, terrorism, or other reason not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such acts shall be extended for a period equivalent to the period of such delay. Except as otherwise provided in this Lease, the provisions of this Article XXVII shall not operate to excuse the prompt payment of the rents or any other payments required by the terms of this Lease.

XXVIII. LESSOR'S MORTGAGEE

Lessor represents to Lessee that the Leased Premises is currently encumbered by a mortgage in favor of N/A ("Mortgagee"). If this Lease is to be subordinate to the lien of the above-mentioned mortgage, Lessor agrees to immediately notify Mortgagee of the existence of this Lease and to obtain Mortgagee's written agreement to recognize this Lease at all times provided Lessee is not in default hereunder and further provided that Lessee shall attorn to Mortgagee (or any subsequent purchaser acquiring ownership of the Leased Premises through foreclosure sale or deed in lieu of foreclosure).

XXIX. FORUM DESIGNATION

Any action or proceeding against any of the parties hereto relating in any way to this Lease or the subject matter hereof shall be brought and enforced exclusively in the competent courts of Ohio, and the parties hereto consent to the exclusive jurisdiction of such courts in respect of any such action or proceeding.

XXX. ESTOPPEL CERTIFICATES

From time-to-time and not later than thirty (30) days following notice from Lessor as provided in Article XXII(B) herein, Lessee agrees to execute, acknowledge, and deliver to Lessor in a form prepared by Lessee a statement certifying to the effect that this Lease is unmodified and in full

force and effect (or if there have been modifications, that this Lease is in full force and effect as modified) and the date to which Base Rent and any other sums due hereunder have been paid. It is intended that said statement may be relied upon by any prospective purchaser or mortgagee of the Leased Premises.

XXXI. WAIVER

No waiver by either party of a breach of any term, condition, provision, covenant or obligation of this Lease shall be construed to be a waiver of any future breach of the same or other term, condition, provision, covenant or obligation hereof. No receipt of money by Lessor from Lessee or others after the giving of any notice of default, or after the termination of this Lease, or after the commencement of any suit, shall reinstate, continue, or extend the term of this Lease, or affect any such notice, demand, or suit. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

XXXII. SURVIVAL

The representations, warranties, covenants, indemnities and agreements of the parties contained in this Lease shall survive the expiration or termination of the term of this Lease and shall be and continue in effect notwithstanding the fact that Lessee may waive compliance with any of the other provisions of this Lease.

XXXIII. SUCCESSORS AND ASSIGNS

The words "Lessor" and "Lessee," wherever used in this Lease, shall include the successors and assigns of Lessor and Lessee, respectively.

XXXIV. HAZARDOUS MATERIALS

Lessee and Lessor shall not place, hold or dispose of any hazardous materials (as defined below) on, under or at the Leased Premises, and Lessee and Lessor shall not use the Leased Premises as a treatment, storage or disposal site (whether permanent or temporary) for any hazardous materials. Lessee and Lessor shall not cause or allow any asbestos to be incorporated into any improvements or alterations which either of them makes or causes to be made to the Leased Premises. For purposes of this Lease, "hazardous materials" means and includes any hazardous substance or any pollutant or contaminant defined or referenced in the Comprehensive Environmental Response, Compensation and Liability Act, The Toxic Substances Control Act, or any other federal, state or local statute, law, act, ordinance, code, rule, regulation, order or decree relating to any hazardous, toxic or dangerous waste, substance or material. Lessor hereby agrees to indemnify and hold Lessee harmless from liability with respect to the presence of hazardous materials or other pre-existing hazardous conditions at the Leased Premises. Lessee may terminate this Lease immediately if a pre-existing hazardous condition is found to exist within the Leased Premises which Lessee considers to be dangerous to its employees, agents or invitees.

XXXV. GOVERNING LAW

This Lease, and any addendum hereto, shall be governed by, construed, enforced and interpreted in accordance with the laws of the State of Ohio, without giving the effect to any conflicts or choice of laws principles which otherwise might be applicable.

XXXVI. HEADINGS

The headings to the various Articles and Exhibits to this Lease have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms, provisions and conditions of this Lease.

XXXVII. MULTIPLE COUNTERPARTS

This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. A counterpart sent by electronic mail (including in PDF by e-mail or any electronic signature via DocuSign or other reputable electronic platform) shall constitute the same as delivery of the original of such executed counterpart.

XXXVIII. CAMPAIGN CONTRIBUTIONS & ETHICS COMPLIANCE

Lessor hereby certifies that neither Lessor nor any of Lessor's partners, officers, directors, shareholders, nor the spouse of any such person, have made contributions in excess of the limitations specified in Section 3517.13 of the Ohio Revised Code. Lessor, by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, is currently in compliance and will continue to adhere to the requirements of such laws and will take no action inconsistent with those laws.

XXXIX. ENTIRE LEASE

This Lease and attached exhibits constitute the entire agreement between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof. Any amendment or change in this Lease shall not be valid unless made in writing and signed by both parties.

XL. SUSPENSION AND DEBARMENT

Lessor represents and warrants that it is not suspended or debarred from consideration for contract awards by any governmental agency or otherwise excluded by the federal government from participating in this transaction.

XLI. INDEPENDENT CONTRACTOR STATUS

It is fully understood and agreed that neither Lessor nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the State, or public employees, for the purpose of Ohio Public Employees Retirement Systems benefits based upon the execution of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives effective the date first written above.

LESSOR
Youngstown Central Area Community
Improvement Corporation,
an Ohio not-for-profit corporation

By: _____
David Kosec

Title: President

ACKNOWLEDGMENT

State of Ohio, _____ County, ss:

On this ____ day of _____, 202__, the foregoing instrument was acknowledged before me by David Kosec, the President of Youngstown Central Area Community Improvement Corporation, an Ohio not-for-profit corporation, on behalf of the not-for-profit corporation. David Kosec acknowledges that he executed the foregoing instrument, that the same is his free and voluntary act and deed, and that he is duly authorized to enter into this instrument for and on behalf of Youngstown Central Area Community Improvement Corporation, an Ohio not-for-profit corporation.

Notary Public, State of Ohio
My Commission Expires _____

LESSEE
State of Ohio, acting by and
through the Ohio Department of
Administrative Services

By: _____

Director of Administrative Services
or Signatory Designee
Statutory Agent, O.R.C 123.01 (A)(4) and
(A)(6)

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this _____ day of _____, 202__, before me personally appeared _____ of the Department of Administrative Services, who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is his/her own and the Department of Administrative Services' voluntary act and deed, and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services.

Notary Public, State of Ohio
My Commission Expires _____

This Lease was prepared by:
Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
(614) 387-6049

EXHIBIT "B"

LEGAL DESCRIPTION OF THE LAND
UNDERLYING THE LEASED PREMISES

Situated in the City of Youngstown, County of Mahoning and State of Ohio, and known as all of Youngstown City Lot No. 321, according to the latest enumeration of Youngstown City Lots and Out Lots, as Recorded in Plat Book 110, Page 91 in the Official Records of Mahoning County.

EXHIBIT "C"

JANITORIAL SERVICES

FLOORS

1. Nightly - sweep, dust mop or vacuum
2. Weekly - wet mop
3. Monthly - wet mop and wash
4. Yearly - strip all finish and wax
5. Spot clean carpet as needed
6. Yearly - shampoo carpet

**FURNITURE, CABINETS,
TABLES AND COUNTER TOPS**

1. Nightly - dust all horizontal surfaces
2. Weekly - dust all vertical surfaces
3. Monthly - damp clean desks and tables

**LEDGES, BOOKS IN OPEN SHELVES,
WINDOW SILLS**

1. Weekly - dust

ENTRANCE

1. Nightly - spot clean entrance door and glass

ELEVATORS

Floors:

- a. Nightly - sweep, dust mop or vacuum
- b. Weekly - wet mop and wax
- c. Monthly - strip all finish and wax

Weekly - wash walls and doors

DRINKING FOUNTAINS

1. Nightly - scour pans
2. Weekly - wash sides

TRASH

1. Nightly - All trash is to be removed from the Demised Premises and placed in containers at rear of building to be hauled away by Lessor

WASHROOMS

1. Nightly - clean and disinfect toilets and urinals
2. Nightly - clean washbowls
3. Nightly - polish mirrors
4. Nightly - mop floors with disinfectant
5. Nightly - fill dispensers
6. Weekly - clean partitions
7. Provide all necessary supplies including soap, towels and toilet tissue

WASTEBASKETS

1. Nightly - empty

STAIRWAYS

1. Nightly - sweep
2. Weekly - if surface is same as floors, same treatment
3. Weekly - if hard surface, wet mop

VENETIAN BLINDS & DRAPES

1. Monthly - dust
2. Yearly - remove, launder and rehang

WALLS & WOODWORK

1. Nightly - remove handprints from doors, door frames and light switches
2. Yearly - wash all walls and ceilings

WINDOWS

1. Quarterly - clean all windows inside and outside

CLEANING MATERIAL:

This service shall include furnishing all cleaning supplies to properly perform the above services

OTHER OPERATIONS:

This service shall include replacing light bulbs or fluorescent tubes and starters as needed