

LEASE AGREEMENT - 2651 HIGHLAND AVENUE

BETWEEN

OAK SPRING MANAGEMENT, LLC

(“Landlord”)

and

(“Tenant”)

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made and entered into as of March 1, 2025, by and between:

Landlord: Oak Spring Management, LLC, with an address at [Landlord’s Address] (“Landlord”), and

Tenant: _____ with an address at [Tenant’s Address] (“Tenant”).

Premises: The property located at 2651 Highland Avenue, Cincinnati, Ohio, consisting of approximately .38 acres including a 4,300 square foot building (“Building”), the land on which the Building sits, and a parking lot (the Building, the land, and the Parking Lot are collectively referred to as “Premises”).

1. Lease Term

1.1 Initial Term: The Initial Term of this Lease shall be thirty-six (36) months, commencing on April 1, 2025 (“Commencement Date”) and ending on April 1, 2027 (“Expiration Date”) unless sooner terminated herein provided, to use by Tenant for a daycare center and for no other purpose, subject to the rents, terms and conditions contained in this Lease.

1.2 Renewal Options: Upon the expiration of the Initial Term, Tenant shall have the right to extend this Lease for up to two (2) additional three (3)-year periods (Renewal Terms”), provided that at the time Tenant exercises the option to extend the Initial Term or applicable Renewal Term, and upon commencement of the term thereof, as the case may be, no uncured Event of Default (as hereinafter defined) by Tenant shall exist and be continuing hereunder, (the Initial Term together with the Renewal Terms exercised by the Tenant hereunder, shall each be referred to herein as the “Term”). Tenant shall provide Tenant’s exercise of its option to exercise a Renewal Term, not less than six (6) months prior to the end of the Initial Term or then current Renewal Term. Tenant’s failure to timely notify Landlord, in writing, of Tenant’s exercise of such option to extend shall be deemed a complete waiver by Tenant of all options to renew and Landlord shall thereafter have no renewal rights unless otherwise agreed in writing by both parties, in which event such future renewal rights would not be waived. All of the terms and provision of this Lease shall govern the renewal term except that Base Rent shall be adjusted as provided in Section 2 hereinafter.

2. Rent and Payment Terms

2.1 Base Rent: Tenant shall pay to Landlord annual rent (“Base Rent”) paid in monthly installments in advance of the first day of each calendar month during the Term of this Lease. Without demand, deduction or set-off other than expressly agreed between the parties. The first monthly installment of Base Rent shall be paid on or before the Commencement Date. Any monthly installment of Base Rent which is not received timely shall be subject to a late fee of five percent (5%) which shall be immediately due and payable as Additional Rent (hereinafter defined), in addition to the other remedies of Landlord under this Lease.

During the Initial Term of this Lease, and the Renewal Terms if extended by Tenant in accordance with the terms of this Lease, Tenant shall pay Base Rent in equal monthly installments, in advance on the first day of each month during the Term of the Lease, as follows:

<u>Term</u>	<u>ANNUAL BASE RENT</u>	<u>MONTHLY BASE RENT</u>
Initial Term	\$72,000.00	\$ 6,000.00
Months 13 through 24	\$74,160.00	\$ 6,180.00
Months 25 through 36	\$76,384.80	\$ 6,365.40
Months 37 through 48	\$78,676.34	\$ 6,556.36
Months 49 through 60	\$81,036.63	\$ 6,753.05
Months 61 through 72	\$83,467.73	\$ 6,955.64
Months 73 through 74	\$85,971.76	\$ 7,164.31
Months 75 through 86	\$88,550.91	\$ 7,379.24
Months 87 through 88	\$91,207.44	\$ 7,600.62

No payment by Tenant or receipt and acceptance by Landlord of a lesser amount than the Base Rent, Additional Rent, or other payments to Landlord required under this Lease shall be deemed to be other than part payment of the full amount then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check payment of rent or other payment, be deemed an accord and satisfaction; and Landlord may accept such part payment without prejudice to Landlord's right to recover the balance due and payable or pursue any other remedy in this Lease provided.

2.2 Additional Rent: Additional Rent shall be defined as any and all amounts due from Tenant to Landlord hereunder that is not Base Rent. Base Rent and Additional Rent together may be referred to hereinunder as Rent. Additional Rent becomes due at the time it is incurred. Tenant must pay Landlord any Additional Rent that is due no later than with the next installment of Base Rent.

2.3 Tenant acknowledges that a late payment of any rent or other obligation of Tenant under this Lease or Ohio law shall cause Landlord to incur the costs and expenses not contemplated under this Lease. Therefore, if any such payment is not received by Landlord by the fifth (5th) day after the date on which payment is due, Tenant shall immediately pay a late charge equal to ten percent (10%) of such payment. Acceptance of this late charge shall not constitute a waiver of Tenant's default with respect to its failure to make timely payments, nor prevent Landlord from exercising all of the rights and remedies available Landlord under the Lease.

2.4 Security Deposit: Tenant has deposited with Landlord the sum of \$12,000.00 to be retained by the Landlord as security for the payment by the Tenant of the Base Rent and additional rents herein provided and for the faithful performance by the Tenant of all of the terms, covenants, obligations and undertakings by the Tenant in this Lease. Such deposit shall be returned to

Tenant at the end of the term provided that Tenant has observed and kept all the covenants, agreements and conditions of this Lease on its part to be kept. If for any reasons such security deposit is reduced or depleted to compensate for Tenant's default in its performance of any of the terms, covenants, obligations and undertakings by Tenant in this Lease, then Tenant shall promptly replenish the security deposit to its original amount and failing to do so shall be in default under this Lease. Tenant may not apply the security deposit against any Rent due under this Lease, it being understood that the security deposit is to be fully available to Landlord to meet any failure of Tenant to perform its obligations under this Lease.

2.5 Holding Over. If Tenant retains possession of the Premises or any part thereof without Landlord's consent after the end of any Term by lapse of time or otherwise, Tenant agrees to pay Landlord monthly rent of one hundred fifty percent (150%) the amount of rent then required by the terms of this Lease for the last monthly period prior to the date of such termination. Tenant shall also pay all damages sustained by Landlord by reason of such hold over tenancy. Acceptance by Landlord of rent after such termination shall not constitute a renewal nor waive Landlord's right of re-entry or any other rights of Landlord under this Lease or Ohio law.

3. Lease Structure (Absolute NNN)

3.1 Responsibilities: Tenant shall be responsible for any and all maintenance, repair, replacement, real estate taxes, and operating costs associated with the Premises.

3.2 Tenant Responsibilities: Tenant shall, at its sole expense, be responsible for all other costs associated with the Premises, including but not limited to:

- a) Tenant shall pay or cause to be paid all charges, costs and/or taxes for gas, heat, electricity, light, telephone service, trash disposal or any other similar communication or utility services of any kind or nature used in or rendered to the Premises directly to the service provider.
- b) Insurance: Tenant shall at all times maintain at its expense the following insurance in respect to the Premises:
 - i. Commercial general liability insurance against claims for bodily injury, death, or property damage occurring on, in or about the Premises, with limits of not less than Two Million Dollars (\$2,000,000.00) with respect to bodily injury or death to any one person, not less than Two Million Dollars (\$2,000,000.00) with respect to any one accident, and not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) with respect to property damage.
 - ii. Workers' compensation insurance or comparable insurance under applicable laws covering all persons employed in connection with any work done on or about the premises for which claims for death or bodily injury could be asserted against Landlord, Tenant or the premises.

- iii. Such other insurance upon or in respect of the Premises or the operation thereof, in such amounts and against such other insurance hazards as Landlord may from time to time reasonably require.
- iv. The policy limits set forth above are subject to increase by Landlord at any time, from time to time, if Landlord in the exercise of reasonable judgment deems the same necessary for adequate protection. All insurance to be provided by Tenant pursuant to this Lease shall be written by companies acceptable to Landlord, and all such insurance shall name as the insured parties Landlord, Tenant, and any property manager for Landlord, and Landlord's mortgagee (as their respective interests may appear). An insurer with a Best's Insurance Report rating of A-, VII shall be acceptable to Landlord.
- v. Insurance claims by reason of damage to or destruction of any portion of the Premises shall be payable to Landlord and Landlord's mortgagee, or an insurance trustee, if so required by Landlord and Landlord's mortgagee, if any.
- vi. Every policy required by this Lease shall contain an agreement by the insurer that any loss otherwise payable thereunder shall be payable notwithstanding any act or negligence of the insured.
- vii. Tenant shall deliver to Landlord within seven (7) days from the date of the execution and delivery of this Lease, certificates of the insurers satisfactory to Landlord and Landlord's mortgagee, evidencing all the insurance which is required to be maintained by Tenant hereunder, and Tenant shall maintain such insurance continuously throughout the term hereof. Tenant shall, as soon as practicable, but in all events within thirty (30) days of the renewal date of any such insurance, deliver additional certificates of the insurers satisfactory to Landlord, evidencing the renewal of such insurance. Should Tenant fail to effect, maintain or renew any insurance provided for in this section or to pay the premium therefor, or to deliver to Landlord any of such certificates as required herein, then and in any of said events Landlord, at its option, but without obligation so to do, may procure such insurance, and any sums expended by it to procure such insurance shall be additional rent hereunder, and shall be repaid by Tenant within fifteen (15) business days following the date on which such expenditure shall be made by Landlord.
- viii. Tenant agrees to carry adequate fire and extended coverage on all of Tenant's personal property located in the Premises, including leasehold improvements, inventory, trade fixtures, and other property installed or placed on the Premises by Tenant.

- ix. Waiver of Subrogation. Landlord and Tenant do hereby waive all rights of recovery and causes of action which either have or may have or which may arise hereafter against the other, whether caused by negligence or otherwise, for any damage to the Premises or any property or business of Landlord or Tenant caused by any of the perils coverable by fire and extended coverage, building and contents, or business interruption insurance or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it.
- c) Landscaping: Tenant shall maintain all landscaping for the Premises, including mowing, trimming, fertilizing, and irrigation, in a neat and professional manner.
 - d) Snow Removal: Tenant shall promptly remove snow and ice from parking areas, sidewalks, and entryways to ensure safe access to the Premises.
 - e) Parking Lot Maintenance: Tenant shall maintain the parking lot, including sealing, striping, and repairing potholes or other damage.
 - f) Roof: Tenant shall be responsible for all maintenance, repairs, and replacements of the roof of the Building, including but not limited to leaks, structural issues, and damage caused by wear and tear, weather, or other factors.
 - g) Foundation: Tenant shall maintain the structural integrity of the foundation of the building and address any issues, such as cracks or settling, in a timely manner.
 - h) Walls and Structural Components: Tenant shall maintain all structural components of the Building, including load-bearing walls, beams, and columns.
 - i) Tenant shall maintain, repair, and replace, as necessary, all heating, ventilation, and air conditioning (HVAC) systems serving the Building. This includes routine servicing, filter replacement, and addressing any malfunctions or breakdowns.
 - j) Interior: Tenant shall maintain all interior surfaces of the Premises, including walls, floors, ceilings, doors, and windows, in good condition. This includes painting, carpet cleaning, and repairing any damage caused by Tenant's use of the Premises.
 - k) Exterior: Tenant shall maintain the exterior of the Premises, including siding, windows, doors, and signage, in a clean and presentable condition. Tenant shall promptly address any damage or wear to the exterior.
 - l) Tenant shall, at its sole expense, implement and maintain a regular pest control program to prevent infestations and shall promptly address any pest issues that arise at the Premises.
 - m) Tenant shall be solely responsible for janitorial service for the Premises and maintain trash clean-up in and around the Premises and the parking lot.
 - n) The above list is not exhaustive. Tenant shall be responsible for any and all other costs associated with the operation, maintenance, and repair of the Premises. Any and all work Tenant has performed on the Premises must be performed by a licensed professional in a good workman like manner.
 - o) All aforesaid maintenance, repairs, restorations, and replacements shall conform to the standards of the Building. In the event Tenant shall fail to make such repairs, restorations or replacements, structural, nonstructural, or otherwise, any charge or cost so incurred by Landlord in making such repairs, restorations, or

replacements, structural, nonstructural, or otherwise, shall be paid by Tenant plus an additional fifteen (15%) administrative cost to Landlord as Additional Rent payable with the installment of rent next becoming due under the terms of this Lease. This provision shall be construed as an additional remedy granted to Landlord and not in limitation of any other rights and remedies which Landlord has or may have in said circumstances.

4. Move-In/Move-out Condition

4.1 Tenant accepts the Premises in the condition it is in upon the Commencement Date. The Premises is accepted by Tenant AS-IS.

4.2 Tenant will return the Premises in good condition, ordinary wear and tear excepted. Any and all improvements, including fixtures, Tenant makes to the Premises shall remain and become property of the Landlord at the termination of this Lease.

5. Guarantees

Personal Guarantee: The owners of Tenant shall jointly and severally provide a personal guarantee for Tenant's obligations under this Lease. Said personal guarantee is attached hereto and incorporated herein as Exhibit A.

All guarantees shall remain in effect for the Initial Term, any Renewal Term, and any extension of any Term, unless expressly released in writing by Landlord.

6. Default and Remedies

6.1 Tenant's Defaults.

- a. A default shall occur upon the happening of any of the following:
 - i. If Tenant fails to pay Landlord any monetary amounts due Landlord by Tenant, including rents and additional rents within five (5) days of the date when due; or
 - ii. If Tenant shall fail to observe or perform any of Tenant's other covenants, agreements or obligations hereunder, excepting as to failure to pay monetary amounts due Landlord, and if such default shall not be cured within five (5) days after receipt of notice in writing, specifying such default has been given to Tenant, except that, if such default cannot reasonably be cured within five (5) days and after such notice Tenant commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default, Tenant may have up to thirty (30) days from the receipt of the aforementioned notice to cure the default, a default shall be deemed to exist if such failure shall not have

been cured within such five day or thirty day period, whichever may apply; or

- iii. If any petition or similar pleading under any bankruptcy act or under Federal or State law seeking reorganization or arrangement with creditors or adjustment of debts, is filed by or against Tenant, and is not dismissed or adjudicated favorably to Tenant within thirty (30) days after its filing; or
- iv. If Tenant admits its inability to pay its debts, or if a receiver, trustee or other court appointee is appointed for all or a substantial part of Tenant's property; or
- v. If the leasehold interest of Tenant is levied upon or attached by process of law;
- vi. If Tenant makes an assignment for the benefit of creditors; or if any proceedings are filed by or against Tenant to declare Tenant insolvent or unable to meet its debts; or
- vii. If Tenant abandons or vacates the Premises.

b. Upon the occurrence of any event of default, as set forth in this Lease, Landlord shall have the following rights and remedies, in addition to those allowed by law or equity, any one or more of which may be exercised at any time:

- i. Landlord may apply the security deposit or re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as Additional Rent for any cost and expenses which Landlord may incur to cure such default.
- ii. Landlord may terminate the Term of this Lease as of the date of such default, in which event: (i) neither Tenant, nor any person claiming under or through Tenant, shall thereafter be entitled to possession of the premises, and Tenant shall immediately thereafter surrender the Premises to Landlord; (ii) Landlord may re-enter the Premises and dispossess Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; and (iii) notwithstanding the termination of the Term of this Lease: (a) Landlord may declare all rent which would have been due under this Lease for the balance of the Term along with any unamortized tenant improvement allowance and commissions to be immediately due and payable, whereupon Tenant shall be obligated to pay the same to Landlord, together with all loss or damage which Landlord may sustain by reason of such termination and re-entry; or (b) Landlord may re-let all or any part of the Premises for a term different from that which would otherwise have constituted the balance of the Term of this Lease, and for rent and on terms and conditions different from those contained herein, whereupon Tenant shall be obligated to pay to Landlord as liquidated damages the difference between the rent provided for herein and that

provided for in any lease effecting a subsequent re-letting of the Premises, for a period which would otherwise have constituted the balance of the Term of this Lease, together with all of Landlord's costs and expenses for preparing the Premises for re-letting, including all repairs, tenant finish improvements, brokers' and attorneys' fees, and all loss or damage which Landlord may sustain by reason of such termination, re-entry, and re-letting, it being expressly understood and agreed that the liabilities and remedies specified in clauses 28 (a) and 28 (b) above shall survive the termination of the Term of this Lease.

- iii. Landlord may sue for injunctive relief, or to recover damages for any loss resulting from the breach.
- iv. All remedies under this Lease, or available to Landlord at law or in equity are cumulative. Landlord may exercise any such remedy or one or more such remedies at such time or times as Landlord may elect.

6.2 Expenses of Enforcement. In any proceeding to enforce this Lease, Tenant shall pay the reasonable fees and litigation expenses of Landlord.

7. Specific Use. Tenant shall use the Premises solely for the operation of a licensed daycare or childcare facility and for no other purpose without Landlord's prior written consent.

8. Compliance with Childcare Regulations

Tenant shall at all times maintain all necessary licenses, permits, and certifications required to operate a daycare facility under Ohio law and shall comply with all applicable regulations, including but not limited to those governing staff qualifications, child-to-staff ratios, health and safety standards, and facility inspections.

9. Noise and Nuisance

Tenant shall take all reasonable measures to minimize noise, vibrations, and other disturbances arising from its operations and shall comply with all applicable noise ordinances and regulations.

10. Inspection and Maintenance of Safety Features

Tenant shall, at its sole expense, maintain all safety features of the Premises, including but not limited to fire extinguishers, smoke detectors, emergency exits, and childproofing measures, in compliance with all applicable laws and regulations.

11. Termination for Loss of License

If Tenant fails to maintain its daycare license or violates any childcare regulations, resulting in the suspension or revocation of its license, Landlord may terminate this Lease immediately upon written notice to Tenant.

12. Parental Access and Parking

Tenant shall ensure that all parents, guardians, and visitors do not obstruct access to adjacent properties when using the parking lot. Tenant shall designate specific parking areas for daycare operations and provide adequate parking signage.

13. Interruption of Services or Use. Interruption or curtailment of any service maintained in the Building if caused by strikes, mechanical difficulties, or any causes beyond Landlord's control whether similar or dissimilar to those enumerated, shall not entitle Tenant to any claim against Landlord or to any abatement in Rent, nor shall the same constitute constructive or partial eviction, unless Landlord fails to take such measures as may be reasonable in the circumstances to restore the service without undue delay.

14. Emergency Preparedness

Tenant shall develop and maintain an emergency preparedness plan, including evacuation procedures, emergency contact information, and communication protocols for parents and guardians.

15. Rights Reserved to Landlord. Landlord shall have the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, person or business, and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession or giving rise to any claim for set-off or abatement of rent:

- a. To change the Building's name or street address.
- b. To show the Premises to prospective tenants at reasonable hours during the last six (6) months of the Term.
- c. To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises. No locks shall be changed without the prior written consent of Landlord.
- d. To have and retain a paramount title to the Premises free and clear of any act of Tenant purporting to burden or encumber it.
- e. To grant to anyone the exclusive right to conduct any business or render any service in or to the Building, provided such exclusive right shall not operate to exclude Tenant from the use expressly permitted herein.
- f. To take any and all security precautions as Landlord may deem reasonably necessary for the safety of the Building and the occupants thereof.
- g. Landlord may enter upon the Premises and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant.

16. Mold and Mildew

Tenant shall take all necessary measures to prevent the growth of mold and mildew on the Premises, including proper ventilation, prompt cleanup of spills, and immediate reporting of any water leaks or moisture issues to Landlord.

17. Signage. Tenant shall be responsible for providing outdoor, fenced space and signage equal to or greater than the size of the current tenant's signage, at Tenant's sole cost and expense.

18. Eminent Domain.

a. In the event that the whole or any substantial part of the Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease shall forthwith cease and terminate on the date of the taking of possession by the condemning authority, and Landlord shall be entitled to receive the entire award without any payment to Tenant, Tenant hereby assigning to Landlord Tenant's interest in such awards, if any. For the purposes of this provision, "substantial part of the Premises" shall be deemed to have been taken if the remaining part of the Premises shall be insufficient for the economic and feasible use by Tenant.

b. In the event that a part of the Land or Building other than the Premises shall be condemned or taken, Landlord may terminate the Term of this Lease without compensation to Tenant and the term and estate hereby by notifying Tenant of such termination within ninety (90) days after the date of the taking of possession by the condemning authority, and the Term of this lease shall end on the date specified in the notice of termination, no less than sixty (60) days after giving of such notice, as fully and completely as if such date were the date hereinbefore set for the expiration of the Term of this Lease, and the rent hereunder shall be apportioned as of such date.

c. In the event of a taking of all or a part of the Premises for temporary use, this Lease shall continue without change, as between Landlord and Tenant, subject to a proportionate abatement of rent during such period of the temporary taking. Landlord shall be entitled to receive the entire award without any payment to Tenant, Tenant hereby assigning to Landlord Tenant's interest in such awards, if any.

19. Assignment and Subletting

Tenant shall not sell, transfer, or assign all or any part of its interests in this Lease, or sublease any part or portion of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. In any assignment or sublease approved by Landlord, Tenant shall remain fully liable and, in the case of any assignment, the assignee shall assume the obligations of Tenant under this Lease in writing without releasing Tenant.

20. Tenant's Negative Covenants. Tenant shall not:

a. Affix, or cause to be affixed to any part of the Building, any sign, advertisement, or notice without the prior written consent of Landlord.

b. Permit any activities on the Premises which result or may result in (i) a nuisance to Landlord or other tenants of the Building, (ii) waste of the Premises or the Building, or (iii) a nonconforming use of the Premises as leased hereunder.

c. Make any structural or non-structural installations, alterations, or additions in or to the Premises without securing Landlord's prior written consent in each instance. Such work, if approved by Landlord, shall be done at Tenant's expense in a good and workmanlike manner. Any such improvements or alterations that Tenant makes shall become the property of Landlord at the end of the Term, or in the alternative Landlord may demand at the end of the Term that the Premises be restored to their original condition. Any request for approval of alterations shall be accompanied by plans and specifications drafted by an architect or engineer, unless Landlord agrees to the contrary in writing.

d. Permit anyone in its service or employment to go on the roof of the Building unless accompanied by an authorized representative of Landlord. Tenant shall be liable for any damage to the roof (including consequential damages) because of the activities of any such person, whether done with or without Tenant's approval.

e. Handle, store or dispose of any hazardous or toxic waste or substance upon or about the Premises if applicable law would require the owner or operator of the Premises to remedy the effect on the environment resulting from the release of such waste or substance. Tenant shall indemnify and hold Landlord, its successors and assigns, harmless from any loss, damage, claims, costs, liabilities or cleanup costs arising out of Tenant's use, handling, storage, or disposal of any such hazardous or toxic wastes or substances upon or about the Premises.

21. Reporting

Bi-Annual Reports: Tenant shall provide Landlord with bi-annual reports, including but not limited to:

- a) Enrollment numbers for the childcare program.
- b) Income statements (profit and loss statements).
- c) Balance sheets.
- d) Any other financial information reasonably requested by Landlord.

22. Indemnification

Tenant will indemnify and hold Landlord harmless from and against any and all liabilities, damages, claims, demands, costs, expenses, fees, fines, penalties, suits, proceedings, actions, causes of action of any nature whatsoever arising or growing out of or in any way connected with Tenant's use, occupancy, management or control of the Premises or any part thereof that Landlord may suffer, pay, or incur to any third party. Landlord will not be held liable to Tenant or any other person or organization, including employees or invitees of Tenant, for any damages to their person or property caused by water, flood, rain, snow, frost, fire, storm or accident, or any breakage, stoppage or leakage of water, gas, heating or electrical installations, about or adjacent to the Premises unless such loss or damage is directly caused by the negligence of Landlord, its

agents, servants or employees, or by the failure of Landlord to keep and perform any covenants made by it under the terms of this Lease.

23. Compliance with Laws

24.1 Tenant shall, at its sole expense, comply with all applicable federal, state, and local laws, codes, ordinances, regulations, and requirements (including, but not limited to, the Americans with Disabilities Act (ADA) relating to Tenant's use and occupancy of the Premises.

24.2 Tenant shall obtain and maintain all necessary permits, licenses, and approvals required for its operations, including but not limited to building use codes, zoning approvals, and state licensing for childcare operations.

24.3 Tenant shall promptly notify Landlord of any violations of law or code that affect the Premises and shall take all necessary actions to remedy such violations at its sole expense.

24. Hazardous Materials

25.1 Tenant shall not use, store, generate, or dispose of any hazardous materials on or about the Premises, except in compliance with all applicable laws and regulations.

25.2 Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Tenant's use, storage, generation, or disposal of hazardous materials.

25.3 Tenant shall promptly notify Landlord of any release or suspected release of hazardous materials on or about the Premises and shall take all necessary actions to remediate such release at its sole expense.

26. Covenant Against Liens. Tenant has no authority or power to cause or permit any lien or encumbrances of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Land, Building, or Premises, and any and all liens and encumbrances created by Tenant shall attach to Tenant's interest only. Tenant covenants and agrees not to suffer or permit any mechanics or materialmen liens or any other liens to be placed against the Land, Building, or Premises with respect to work or services claimed to have been performed for, or materials claimed to have been furnished to, Tenant or the Premise, and immediately to cause it to be released and removed of record. If Tenant fails to do so Landlord may at its option, cause the same to be released and removed of record using funds from the security deposit provided for in Section 2 of this Lease. If such funds are insufficient for such purpose, Landlord may at its option advance such additional funds for such purpose. In addition to its obligation to replenish the security deposit as provided for in Section 7, Tenant shall immediately upon demand pay to Landlord the amount of any such additional funds so advanced.

27. Force Majeure

27.1 Neither party shall be liable for any failure or delay in performing its obligations under this Lease (other than the payment of rent or other monetary obligations) to the extent such failure or delay is caused by events beyond the party's reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, government actions, or utility failures ("Force Majeure Events").

27.2 If a Force Majeure Event prevents Tenant from operating its business on the Premises for more than thirty (30) consecutive days, Tenant may terminate this Lease upon written notice to Landlord.

28. Estoppel Certificate

Tenant shall, within ten (10) days of written request from Landlord, execute and deliver to Landlord or any third party designated by Landlord an estoppel certificate certifying:

- a) That this Lease is in full force and effect and has not been modified (or, if modified, stating the nature of such modifications).
- b) The dates to which rent and other charges have been paid.
- c) That there are no defaults by Landlord (or, if Tenant alleges a default, stating the nature of such alleged default).
- d) Such other matters as Landlord may reasonably request.

29. Subordination and Attornment

29.1 This Lease shall be subordinate to any mortgage, deed of trust, or other lien now or hereafter placed upon the Premises, and Tenant shall execute any documents required by Landlord or Landlord's lender to confirm such subordination.

29.2 Tenant shall attorn to any successor landlord or purchaser of the Premises, and this Lease shall continue in full force and effect following any foreclosure, deed in lieu of foreclosure, or other transfer of the Premises.

30. Surrender of Possession. Upon the ending of the Term of this Lease for any reason:

a. Tenant shall immediately vacate the Premises and surrender possession thereof, including all keys as herein required to Landlord.

b. Tenant shall remove all of Tenant's equipment and other property. Any such equipment and other property which shall remain in the Premises after the termination of the Term of this Lease, may, at the option of Landlord, be deemed to have been abandoned by Tenant and either may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit. If Landlord disposes of such property, it shall be removed at Tenant's sole cost and expense.

c. If any removal pursuant to this Section 30 results in injury or damage to the Premises, Tenant shall repair the damage and place the Premises in the same condition that they would have been in if such removal had not been made.

d. Aside from matters of removal, Tenant shall surrender the Premises in as good condition as this Lease requires Tenant to maintain the Premises.

31. Waiver of Jury Trial

Tenant and Landlord hereby waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or related to this Lease or the Premises.

32. Brokers – Tenant represents and warrants to Landlord that it is represented by tenant and no other in connection with this Lease or the Premises. Tenant shall indemnify and save Landlord harmless from all loss, claim, damage, cost, or expense (including reasonable attorneys' fees of counsel of Landlord's choice against whom Tenant makes no reasonable objection) arising from the failure of this representation and warranty to be true. The warranty, representation, and indemnity in this Section 32 shall survive the expiration or any earlier termination of the Term of this Lease.

33. No Waiver

No waiver of any of the terms, covenants, provisions, conditions, rules and regulations imposed or required by this Lease and no waiver of any legal or equitable relief or remedy shall be implied by the failure of Landlord to assert any right to declare any forfeiture or for any other reason. No waiver of any of said terms, provisions, covenants, rules and regulations shall be valid unless it shall be in writing signed by Landlord. No waiver of any pledge of this Lease or the forgiveness or performance of any one or more of the terms, provisions, conditions, covenants, rules and regulations may be claimed or pledged by either party to excuse a subsequent pledge or failure of performance of any of the terms, provisions, conditions, covenants, rules and regulations of this Lease.³⁷.

34. Survival

All obligations of Tenant that expressly or by their nature survive the expiration or termination of this Lease, including but not limited to payment obligations, indemnification obligations, and compliance with laws, shall continue in full force and effect.

35. Notices. All notices to be given under this Lease shall be in writing and shall be served by registered or certified mail with return receipt requested, postage prepaid or by a nationally recognized overnight delivery service, or personally by hand delivering the notice to the recipient, as follows:

If to Landlord:

or to such other person at such other address designated by written notice sent to Tenant.

If to Tenant:

(Tenant Address)

2651 Highland Ave.

Cincinnati, OH _____

Service of any such notice by mail shall be deemed to have been given at the delivery time shown on the return receipt or at the time of refusal shown on such notice or the day after delivery to the overnight delivery service or at the time of hand delivery.

36. **Authority.** If Tenant signs this Lease as a corporation, each of the persons executing this Lease on behalf of Tenant warrants to Landlord that Tenant is a duly authorized and existing corporation, that Tenant has full right and authority to enter into this Lease and that each and every person signing on behalf of Tenant is authorized to do so. Upon Landlord's request, Tenant will provide evidence satisfactory to Landlord confirming these representations.

37. **Miscellaneous.**

a. Tenant shall not be entitled to claim a constructive eviction from the Premises unless Tenant shall have first notified Landlord in writing of the condition or conditions giving rise thereto, and if the complaints are justified, unless Landlord shall have failed within a reasonable time after receipt of said notice to remedy such conditions.

b. Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, legal representatives, successors, and assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Section 26 hereof.

c. This Lease shall be construed and governed by the laws of the State of Ohio. Should any provision of this Lease be illegal or not enforceable under the laws of that State, it or they shall be considered severable, and the Lease shall remain in force and be binding upon the Parties as though those provisions had never been included.

d. All of the representations and obligations of Landlord are contained herein and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon Landlord unless in writing signed by Landlord.

e. The captions of Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Sections.

f. This Lease contains all of the covenants, conditions, stipulations, and provisions agreed upon the parties hereto, and no alteration or amendment hereof shall be effective unless reduced to writing and executed by the parties hereto.

g. The obligations of Tenant as defined in this Lease shall be joint and several among all of the persons and corporations executing this Lease, if more than one, on behalf of Tenant.

[signature page to follow]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed as of the day and year set forth by their respective signature below.

Landlord:

By: _____

Name: _____

Title: _____

Date: _____

STATE OF OHIO)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 20__, by _____, as Authorized Agent for Oak Spring Management, LLC, an Ohio Limited Liability Company, on behalf of such company.

Notary Public

Tenant:
(Tenant LLC)

By: _____
Name: _____
Title: Owner/Agent
Date: _____

STATE OF OHIO)
) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____
20__, by _____, as _____ for (tenant LLC), an Ohio Limited
Liability Company, on behalf of such company.

Notary Public

EXHIBIT "A"

UNCONDITIONAL GUARANTY

In order to induce the Landlord to enter into this Lease, _____, the undersigned (collectively, hereinafter referred to as "Guarantor"), absolutely and unconditionally guarantees to the Landlord: (a) the full and prompt payment of all amounts due and payable under the Lease by the Tenant; (b) the full and prompt payment of all expenses and charges, including court costs, consultant's fees and attorneys' fees, paid or incurred by the Landlord in realizing any of the payment hereby guaranteed or incurred in enforcing this Guaranty; and (c) the performance of any and all obligations of the Tenant under the Lease.

The obligations of Guarantor under this Guaranty shall be absolute and unconditional, irrespective of the validity, regularity or enforceability of any of the provisions of the Lease. There shall be no counterclaim, set off or deduction of an obligation or defense of any kind which the Tenant or either Guarantor may have or assert against the Landlord shall affect, modify or impair any Guarantor's obligations hereunder.

Upon the occurrence of a Default under the Lease, Landlord may, in Landlord's sole discretion, proceed first and directly against Guarantor or either of them under this Guaranty

without proceeding against or exhausting any other remedies which the Landlord may have under the Lease and without resorting to any other security held by the Landlord.

The Landlord shall, in Landlord's discretion and without the necessity of obtaining the consent of or giving notice to either Guarantor, have the right to:

(a) Deal in any manner with the Tenant including, but not limited to, the right to grant any indulgence or forbearance of the Lease and to waive the compliance with of any of the terms and provisions of the Lease;

(b) Effect any amendment, modification, release, compromise or settlement with respect to the Lease; and

(c) Accept partial payment or payments of or extend the time for payment of any amount due or to become due under the Lease or this Guaranty.

Irrespective of the Landlord's taking or refraining from taking any of the above actions or any of the actions referred to in the Lease or this Guaranty, the obligations of Guarantor under this Guaranty shall remain in full force and effect and shall not be affected, modified, or impaired in any manner.

Each Guarantor agrees that his or her consent shall not be required for any renewal or exercise of any option by the Tenant under the Lease and that any such act by the Tenant shall not cancel this Guaranty in any way unless agreed to in writing by the Landlord and of the Guarantor.

All terms, provisions and agreements contained in this Guaranty shall inure to the benefit of and be enforceable by the Landlord and shall be binding upon each Guarantor, his heirs, executors, administrators, assigns and personal representatives.

Each Guarantor, hereby irrevocably waives all legal and equitable rights to recover from Tenant for any sums paid by Guarantor under the terms of this Guaranty, including without limitation, all rights of subrogation and all other rights that would result in Guarantor being deemed a creditor of the Tenant under the Federal Bankruptcy Code or any other law.

It is specifically understood that any modification, limitation or discharge of the obligations of the Tenant under the Lease by virtue of any bankruptcy, reorganization or similar proceeding for relief of debtors under federal or state law will not affect, modify, limit or discharge the liability of either Guarantor whatsoever and this Guaranty shall remain and continue in full force and effect and will be enforceable against each Guarantor to the same extent and with the same force and effect as if any such proceedings had not been instituted.

This Guaranty and the rights and obligations of the parties hereto shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.

Guarantor hereto has caused this Guaranty to be signed this _____ day of _____, 20____.

Guarantor

Address

DOB:

SSN:

UNCONDITIONAL GUARANTY

In order to induce the Landlord to enter into this Lease, _____, the undersigned (collectively, hereinafter referred to as "Guarantor"), absolutely and unconditionally guarantees to the Landlord: (a) the full and prompt payment of all amounts due and payable under the Lease by the Tenant; (b) the full and prompt payment of all expenses and charges, including court costs, consultant's fees and attorneys' fees, paid or incurred by the Landlord in realizing any of the payment hereby guaranteed or incurred in enforcing this Guaranty; and (c) the performance of any and all obligations of the Tenant under the Lease.

The obligations of Guarantor under this Guaranty shall be absolute and unconditional, irrespective of the validity, regularity or enforceability of any of the provisions of the Lease. There shall be no counterclaim, set off or deduction of an obligation or defense of any kind which the Tenant or either Guarantor may have or assert against the Landlord shall affect, modify or impair any Guarantor's obligations hereunder.

Upon the occurrence of a Default under the Lease, Landlord may, in Landlord's sole discretion, proceed first and directly against Guarantor or either of them under this Guaranty

without proceeding against or exhausting any other remedies which the Landlord may have under the Lease and without resorting to any other security held by the Landlord.

The Landlord shall, in Landlord's discretion and without the necessity of obtaining the consent of or giving notice to either Guarantor, have the right to:

(a) Deal in any manner with the Tenant including, but not limited to, the right to grant any indulgence or forbearance of the Lease and to waive the compliance with of any of the terms and provisions of the Lease;

(b) Effect any amendment, modification, release, compromise or settlement with respect to the Lease; and

(c) Accept partial payment or payments of or extend the time for payment of any amount due or to become due under the Lease or this Guaranty.

Irrespective of the Landlord's taking or refraining from taking any of the above actions or any of the actions referred to in the Lease or this Guaranty, the obligations of Guarantor under this Guaranty shall remain in full force and effect and shall not be affected, modified, or impaired in any manner.

Each Guarantor agrees that his or her consent shall not be required for any renewal or exercise of any option by the Tenant under the Lease and that any such act by the Tenant shall not cancel this Guaranty in any way unless agreed to in writing by the Landlord and of the Guarantor.

All terms, provisions and agreements contained in this Guaranty shall inure to the benefit of and be enforceable by the Landlord and shall be binding upon each Guarantor, his heirs, executors, administrators, assigns and personal representatives.

Each Guarantor, hereby irrevocably waives all legal and equitable rights to recover from Tenant for any sums paid by Guarantor under the terms of this Guaranty, including without limitation, all rights of subrogation and all other rights that would result in Guarantor being deemed a creditor of the Tenant under the Federal Bankruptcy Code or any other law.

It is specifically understood that any modification, limitation or discharge of the obligations of the Tenant under the Lease by virtue of any bankruptcy, reorganization or similar proceeding for relief of debtors under federal or state law will not affect, modify, limit or discharge the liability of either Guarantor whatsoever and this Guaranty shall remain and continue in full force and effect and will be enforceable against each Guarantor to the same extent and with the same force and effect as if any such proceedings had not been instituted.

This Guaranty and the rights and obligations of the parties hereto shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.

Guarantor hereto has caused this Guaranty to be signed this ____ day of _____, 20____.

Guarantor

Address

DOB:

SSN: