

**Miami University Board of Trustees  
Special Meeting  
200 Civic Center Drive, Columbus, Ohio, 43215  
Room 12002  
Enter through the 12<sup>th</sup> floor offices of BakerHostetler  
5:00 p.m., Tuesday, March 19, 2024  
The meeting was also streamed via a public Zoom link**

The Secretary to the Board of Trustees confirms that as specified in the Regulations of the Board of Trustees of Miami University, in compliance with Section 121.22 of the Ohio Revised Code, due notice was given prior to holding this meeting of the Board of Trustees.

The meeting was called to order at 5:00 p.m. with Chair Mary Schell presiding. Roll was called with a third of the Trustees physically present and a majority of Trustees present in-person or remotely, constituting a quorum. In addition to the Trustees, members of the President's Executive Cabinet attending for all or part of the meeting were President Greg Crawford; Provost Liz Mullenix; Senior Vice Presidents Jayne Brownell and David Creamer; Vice Presidents Ande Durojaiye, Amy Shoemaker, and Randi Thomas; and Ted Pickerill, Chief of Staff, and Secretary to the Board of Trustees.

Roll call of Trustees:

Present:	Biff Bowman (National-Remote)	Lisa Peterson (In Person)
	Ryan Burgess (In Person)	Rod Robinson (Remote)
	Zachary Haines (Remote)	Mary Schell (In Person)
	Beth McNellie (In Person)	Mark Sullivan (National-Remote)

National Trustees and Student Trustees are non-voting and are not considered for quorum purposes or attendance requirements.

Absent: Trustees Steve Anderson and Deborah Feldman, National Trustees Jeff Pegues, and Student Trustees Nick McNeil and Peyton Morrow

**Public Business Session**

**Executive Session**

Trustee Burgess moved, Trustee McNellie seconded, and by unanimous roll call vote, with six voting in favor and none opposed, the Board convened to Executive Session for the purchase or sale of property; as provided by the Open Meetings Act, Ohio Revised Code Section 121.22.

## **Return to Public Session**

### **Other Business**

The Board returned to public session, to consider leasing a portion of the property located at 101 Knightsbridge Drive in Hamilton, Ohio to the Board of Education of the Butler Technology & Career Development Schools.

### **Resolutions**

#### **Lease with Butler Tech**

The resolution was presented and Trustee Burgess moved, Trustee Peterson seconded, and by voice vote, the resolution was unanimously approved, with all voting in favor and none opposed.

### **Adjournment of Meeting**

With no other business to come before the Board, Trustee Burgess moved, Trustee Peterson seconded, and by unanimous voice vote, with all voting in favor and none opposed, the Board meeting adjourned at 5:10 p.m.



T. O. Pickerill II  
Secretary to the Board of Trustees

March 19, 2024  
Special Meeting

**RESOLUTION R2024-32**

THEREFORE, BE IT RESOLVED, that the attached Lease agreement with the Board of Education of Butler Technology & Career Development Schools is approved; and

BE IF FURTHER RESOLVED, that signature authority is delegated to President Gregory Crawford, and Sr. Vice President David Creamer.

**LEASE**

**101 Knightsbridge Drive  
Hamilton, OH 45011**

**Landlord:** Miami University

**Tenant:** Board of Education of Butler Technology & Career  
Development Schools

This Lease consists of three parts:

Part I Cover Sheet  
Part II Standard Lease Provisions  
Part III Exhibits

Exhibit A – Depiction and Description of the Property  
Exhibit B – Depiction of Premises and Common Areas

**PART I**

**COVER SHEET**

The terms listed below will have the following meanings throughout this Lease:

<b>EFFECTIVE DATE:</b>	The date of execution by the last Party to sign this Lease.
<b>LANDLORD:</b>	Miami University
<b>LANDLORD'S ADDRESS:</b>	501 East High Street 215 Roudebush Hall Oxford, OH 45056 Attn: Office of General Counsel
<b>TENANT:</b>	Board of Education of Butler Technology & Career Development Schools
<b>TENANT'S ADDRESS:</b>	3603 Hamilton-Middletown Road Fairfield Twp., OH 45011 Attn: Superintendent, with a copy to the Treasurer
<b>PARTY OR PARTIES</b>	Means individually the Landlord or Tenant and collectively both the Landlord and the Tenant.
<b>BUILDING:</b>	The building consisting of the building located upon the Property at 101 Knightsbridge Dr., Hamilton, OH 45011 (the " <b>Building</b> ").
<b>PROPERTY:</b>	The land, Building and other improvements located at 101 Knightsbridge Dr., Hamilton, OH 45011 and identified in the Butler County Records as Parcels P6461003000001 and P6461003000008 (the " <b>Property</b> "), as depicted and described in <b>Exhibit A</b> , attached hereto.
<b>PREMISES:</b>	The Premises shall be a shared premises between the Landlord and Tenant within the Building, commonly referred to as the joint advanced manufacturing space. At lease execution, it is anticipated by the parties that that Premises shall consist of approximately 70,000 square foot portion of the Building, as depicted on the attached <b>Exhibit B</b> , provided, however, that the size of the Premises upon the Rent Commencement Date may be adjusted in the event the cost of the Premises Renovations and Improvements necessitate a smaller Premises. In such event, Landlord and Tenant shall amend and update <b>Exhibit B</b> prior to the Rent Commencement Date. In addition to the

	Premises, Tenant shall have all rights to use any common areas within the Building and the Property, and the rights to use any portions of the Property necessary to ingress and egress to and from the Premises. Landlord and Tenant agree that the size of the Premises will be adjusted in accordance with the cost of the Premises Renovations and Improvements (Including Premises FFE and Technology), and in no event shall the size of the Premises require by itself, without mutual agreement of the Parties, an increase in the cost of the Premises Renovations and Improvements, including the Premises FFE and Technology.
<b>TENANT'S PERCENTAGE:</b>	The percentage of the Premises that will be used by Tenant during the Term. Tenant's Percentage will be fifty percent (50%), unless modified by mutual agreement of the Parties in the Joint Use Agreement.
<b>PROGRAM(S):</b>	The advanced manufacturing educational programs that Tenant is required to develop and maintain in Hamilton, Ohio, as a condition of being awarded funding under the County Subgrant Agreement.
<b>PERMITTED USES:</b>	Operation of the Tenant's Programs at the Premises both singularly and collectively with Landlord, as will be further set forth in the Joint Use Agreement and/or the Collaboration Agreement, and any other use permitted pursuant to <u>Paragraphs 7.2 and 7.3</u> of this Lease, and purposes and uses related thereto.
<b>JOINT USE AGREEMENT:</b>	Has the meaning set forth in Section 1.3 of this Lease.
<b>COLLABORATION AGREEMENT:</b>	Has the meaning set forth in Section 10.2 of this Lease.
<b>PREMISES RENOVATIONS AND IMPROVEMENTS:</b>	Has the meaning set forth in Section 4.2 of this Lease.
<b>PREMISES FFE AND TECHNOLOGY:</b>	Has the meaning set forth in Section 4.3 of this Lease.
<b>RENT COMMENCEMENT DATE:</b>	The first day of the first full calendar month following the substantial completion of the Premises Renovations and Improvements.
<b>EXPIRATION DATE:</b>	The day before the 40 <sup>th</sup> anniversary of the Rent Commencement Date, unless renewed or extended upon the mutual agreement of the Parties upon terms and conditions as they may mutually agree.

<b>TERM:</b>	Commences upon the Effective Date and terminating upon the Expiration Date.
<b>RENEWAL OPTION:</b>	None. Subject to future written agreement of the Landlord and Tenant.
<b>RENT:</b>	Rent shall consist of the Base Rent plus the Additional Rent, as set forth and defined herein.

## PART II STANDARD LEASE PROVISIONS

### RECITALS

A. Landlord is the owner in fee of certain real property located in the City of Hamilton, County of Butler, and State of Ohio, as more particularly described in **Exhibit A**, attached hereto and incorporated herein.

B. Tenant desires to develop and maintain advanced manufacturing educational programs in Hamilton, Ohio, as a condition of being awarded funding under the County Subgrant Agreement.

C. Landlord desires to grant to Tenant a leasehold interest in the Premises to serve as a joint advanced manufacturing space for educational purposes to be occupied and utilized by both Landlord and Tenant.

D. Landlord hereby agrees to grant to Tenant a leasehold interest in the Premises, and Tenant hereby agrees to lease the Premises from Landlord, for the purposes of Tenant's occupancy of the Premises, jointly with the Landlord, pursuant to the terms and conditions of this Lease.

E. Tenant did apply for a subgrant of Local Fiscal Recovery Funds from Butler County Board of Commissioners, as authorized pursuant to the American Rescue Plan Act, Pub. L. No. 117-2 [H.R. 1319] (signed into law March 11, 2021) ("**ARPA**"), to offset certain costs associated with advanced manufacturing educational programs in Hamilton, Ohio.

F. Landlord acknowledges ARPA's Title IX, Subtitle M, Sec. 9901, amending 42 USC 801 *et seq.* by adding Sec. 602, provides that Butler County's allocation of such ARPA funds may only be used to finance costs that (a) respond to the COVID-19 public health emergency or its negative economic impacts; (b) respond to workers performing essential work; (c) provide government services to the extent of reduction in revenue; and (d) make necessary investments in water, sewer, or broadband infrastructure.

G. During the course of the parties' negotiation to jointly provide advanced manufacturing educational programs in Hamilton, Ohio, Landlord determined it was best-suited to apply for said subgrant of Local Fiscal Recovery Funds from Butler County Board of Commissioners, thereby replacing Tenant as the entity to receive such funds.

H. Landlord will receive, or has received, said subgrant of Local Fiscal Recovery Funds from Butler County Board of Commissioners to renovate and improve the Premises as an eligible use of ARPA funds pursuant to 31 C.F.R. 35.6(b)(3)(ii)(A)(8)); 31 C.F.R. 35.6(b)(3)(ii)(A)(11)(v)); and 31 C.F.R. 35.6(d)(2).

I. Landlord and Tenant acknowledge use of said subgrant of Local Fiscal Recovery Funds from Butler County Board of Commissioners to renovate and improve the Premises is an integral part of the parties' negotiation to jointly provide advanced manufacturing educational programs in Hamilton, Ohio.

**NOW, THEREFORE**, in consideration of the agreements hereinafter set forth to be kept and performed by the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:



## ARTICLE I PREMISES

### 1.1 Premises.

(a) *Demise of Premises.* This Lease is made and entered into by and between Landlord and Tenant and will become effective as of the Effective Date. In consideration of the mutual covenants made herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, on all of the terms and conditions set forth in this Lease, as the same may be modified from time-to-time through the Joint Use Agreement, and further subject to the shared use of the Premises with the Landlord as set forth in the Joint Use Agreement. The Premises shall also include the right to utilize and egress and ingress over and upon the portions of the Property – driveways, parking lots, walkways, sidewalks – necessary and incidental to the access and use of the Premises by Tenant, as well as the right to use all common areas within the Building and the Property.

(b) *Access to Premises.* Landlord shall have reasonable access to the Premises, at any time during the Term, to inspect Tenant's performance hereunder and to perform any acts required of or permitted to Landlord herein, including, without limitation the right to make any repairs or replacements the Landlord deems necessary.

Landlord will at all times have a key to the Premises, and Tenant will not change any existing lock(s), or install any additional lock(s) without Landlord's prior consent. Landlord will provide Tenant with reasonable advance notice prior to entering into any portion of the Premises designated for Tenant's sole and exclusive use in the Joint Use Agreement, except for emergency situations.

(c) *Condition.* The Premises are leased to Tenant in their present condition, subject to Premises Renovations and Improvements to be undertaken by the Landlord pursuant to Article IV of this Lease, and as defined in that Article, without representation or warranty by Landlord and subject to all applicable existing laws, rules, ordinances, regulations (including Environmental Laws, as defined below), statutes, treaties, codes, governmental approvals, certificates, orders, determinations and licenses of and interpretations by any governmental authority, and judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction (including those pertaining to health, safety or the environment, including wetlands) ("**Legal Requirements**") now or hereafter in effect and all title. Tenant has examined the Premises and has found all of the same satisfactory for all purposes.

(d) *Representations and Warranties.* Landlord hereby represents and warrants that:

- (i) Landlord has good, insurable and indefeasible fee simple title to the Premises and Property;
- (ii) Landlord has full right and authority to execute and deliver this Lease;
- (iii) To the best of Landlord's knowledge, there are no laws, ordinances, governmental rules or regulations, private restrictive covenants, leases, zoning or any other matter that will restrict or prevent Tenant from: (i) using the Premises for the Permitted Uses, (ii) constructing the Premises Renovations and Improvements, or (iii) exercising the rights granted herein with respect to the Property;

Except for governmental authorities, no third party has any approval rights over the use, construction, operation or modification of the Premises;

- (iv) To Landlord's actual knowledge, the Property (including its soils, surface water, ground water and existing improvements) does not contain any underground storage tanks or Hazardous Materials (as defined below) in violation of any applicable law, nor have the Premises been used for the production, processing, burial, storage (including underground storage tanks), disposal or release of any Hazardous Materials, other than asbestos-containing building materials of the kind and nature customary to the age of the Building. Without limiting the generality of the foregoing, Landlord discloses that there are four (4) underground storage tanks located upon the Property for the storage of diesel fuel to power certain generators that provide power to a portion of the Building, but that, to the best of Landlord's knowledge those tanks have not been operated in violation of any applicable law, and the tanks are not located within either the Premises, common area, or an area of the Property that Tenant will use to access the Premises; and
- (v) For any agreed upon Minor Alterations undertaken by Tenant pursuant to the terms of this Lease, Landlord has not entered into any agreements that would require Tenant to use general contractors or subcontractors or materialmen other than those of Tenant's choosing, provided, however, that Tenant shall abide by all terms of this Lease and shall comply with all laws, including, but not limited to, the applicability of Chapters 4115 and Chapter 153 of the Ohio Revised Code.

1.2 **Common Areas.** Any areas typically denoted as common areas due to their joint use with the Landlord or other tenants of the Building, such as common lobbies, corridors, stairways, common walkways and driveways necessary for access to the Building, the common restrooms, the common fitness facilities, mothers room(s), the corridors of any multi-tenant space, the parking areas for the Building, and generally, the grounds of the Property, shall not be included within the shared Premises and shall be treated separately as common areas, which Landlord shall have sole control of and responsibility to maintain. The common areas to which Tenant shall have access, both internal and external to the Building, are depicted on the drawing attached hereto as **Exhibit B**, provided that, upon commercially reasonable notice to the Tenant, the Landlord reserves that right to modify the common area for exclusive use by itself or another tenant, provided that doing so does not materially impair Tenant's ability to use and access the Premises.

### 1.3 **Joint Use Agreement.**

In recognition of the shared and joint use of the Premises by both Landlord and Tenant, and in further recognition that the nature and extent of such shared and joint use will likely change from time-to-time, Landlord and Tenant will use all good faith efforts to negotiate and execute a joint use agreement (the "**Joint Use Agreement**") on or before the date that is sixty (60) days after the Effective Date, which such Joint Use Agreement sets forth the Parties' mutual understandings and agreements as to the joint and shared use of the Premises, which shall include, but not be limited to (i) provisions regarding which portions of the Premises will be jointly and solely used by the Parties and the frequency with which the Parties will meet to make appropriate adjustments to the same, (ii) provisions concerning the scheduling of rooms and spaces within the Premises for the various purposes of the Parties, (iii)

provisions concerning the joint and shared use of the Premises FFE and Technology, (iv) the full extent of the permitted uses that will be undertaken by the Parties within the Premises, (v) the days, hours and other details concerning the operation of the Premises, (vi) rules and regulations governing the joint use of the Premises that must be adhered by Parties and their officers, employees, guests and invitees, (vii) any matters required to be incorporated into the Joint Use Agreement pursuant this Lease, such as the final construction drawings and GMP (as defined below) for the Premises Renovations and Improvements and the final schedule of Premises FFE and Technology, and (viii) any other matter that the Parties determine is necessary and incidental to their joint and shared use of the Premises. The Joint Use Agreement shall also be subject to the alternative dispute resolution process set forth in Section 1.4, below. In the event the Parties are unable to agree to and execute the Joint Use Agreement on or before one hundred twenty (120) days after the Effective Date, then either Party may terminate this Agreement immediately.

#### 1.4 **Alternative Dispute Resolution.**

In recognition of the cooperative nature of the relationship between the Landlord and Tenant in jointly operating the Premises as a joint advanced manufacturing educational facility, the parties wish to avail themselves of alternative dispute resolution processes to resolve any dispute that may arise under this Lease. Accordingly, in the event of a dispute concerning the terms and conditions of this Lease, Landlord and Tenant agree to first undertake informal mediation and resolution of any such dispute. In the event the dispute is not resolved amicably by the parties in informal mediation, Landlord and Tenant shall submit their dispute to formal mediation through the American Arbitration Association or such other organization as the Landlord and Tenant may mutually agree. In the event the dispute is not resolved through such formal mediation, Landlord and Tenant shall submit their dispute to binding arbitration through the American Arbitration Association or such other organization as the Landlord and Tenant may mutually agree. The venue for such mediation and arbitration shall be Butler County, Ohio. The parties shall share equally in the costs of such mediation or arbitration. This Section shall not apply to any claims for monetary damages against the Landlord, which will be subject to Ohio Court of Claims Act (O.R.C. Chapter 2743) and the exclusive jurisdiction of the Ohio Court of Claims.

### **ARTICLE II TERM AND RENEWAL OPTION**

2.1 **Commencement.** The term will begin on the Rent Commencement Date and will continue for the length of the Term, unless sooner terminated as provided in this Lease (the "**Term**").

2.2 **Renewal Option.** Subject to the requirements of the Uniform Guidance, as defined below, and prior to the expiration of the initial Term, the Parties may agree in writing to extend the Term under the same terms and conditions set forth herein, or such other terms and conditions as are mutually agreeable to the Parties. If Tenant shall hold over after the expiration of the Term, or any extension thereof, its tenancy shall be considered continuing on a month-to-month basis and subject to the terms and conditions set forth in this Lease.

### **ARTICLE III RENT**

#### 3.1 **Base Rent.**

(a) *Payment of Base Rent.* Tenant shall pay Base Rent to Landlord of One Dollar (\$1.00), annually, which shall be pre-paid in full upon the execution of this Lease. Such prepayment of Base Rent

(i) shall not in any way alter or suspend the obligations of the Tenant under this Lease, and (ii) will not, in itself, increase or decrease the amount of Rent.

All charges to be paid by Tenant hereunder, other than Base Rent, will be considered Additional Rent for the purposes of this Lease, and the words "rent" or "Rent" as used in this Lease will mean both Base Rent and Additional Rent unless the context specifically or clearly indicates that only Base Rent is referenced. All payments of Rent will be made in available U.S. funds, without prior demand and without abatement, deduction or offset, by check at Landlord's address or by wire transfer to Landlord's bank account pursuant to wire instructions provided by Landlord (or to the bank account of another individual or entity as Landlord from time to time may designate).

### 3.2 **Additional Rent for Operating Expenses.**

(a) *Additional Rent.* Commencing upon the Rent Commencement Date, Tenant shall pay to Landlord Additional Rent, as defined and set forth below.

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

(i) *Additional Rent.* Tenant's Share of Operating Expenses.

(ii) *Tenant's Share of Operating Expenses.* Tenant's share of Operating Expenses shall be calculated as Tenant's Percentage as defined above, of Operating Expenses, as defined below. To the extent any Operating Expense is incurred for both the Premises and the balance of the Property (ie insurance), then a pro-rata portion of said expense will be included in the Operating Expenses, and Tenant's Share will only apply to the portion of said expense applicable to the Premises.

(iii) *Operating Expenses.* Operating expenses shall include all costs related to maintenance, cleaning and custodial for the Premises; and utilities related to the Premises, including, but not limited to electric, natural gas, water, sewer, stormwater, waste removal, telephones, and internet/broadband service. Operating Expenses does not include any cost to maintain or operate any portion of the Building or Property outside of the Premises, including the common areas.

(c) *Notification and Payment of Tenant's Share of Operating Expenses.* Commencing with the Rent Commencement Date and continuing annually thereafter, Tenant shall pay to Landlord Tenant's Share of Operating Expenses for the period of July 1<sup>st</sup> to June 30<sup>th</sup>, provided, that Tenant shall pay a pro-rata portion of such Tenant's Share of Operating Expenses for the period commencing upon the Rent Commencement Date and continuing until the first June 30<sup>th</sup> thereafter. No later than September 1<sup>st</sup> of each year, Landlord shall provide Tenant a statement of expenses reflecting the *actual* amount of Tenant's Share of Operating Expenses for such period ("**Statement of Expenses**") and, subject to any objections set forth herein, within thirty (30) days of delivery of said Statement of Expenses, Tenant shall pay the amount due to Landlord.

Upon written notice to Landlord within thirty (30) days after the date Landlord delivers the Statement of Expenses to Tenant, and provided that Tenant is not then in default under this Lease, Tenant will have the right to review Landlord's books and records with respect to Tenant's Share of Operating Expenses for the immediately preceding calendar year. If Landlord does not receive such written notice from Tenant within such thirty (30) day period, then Tenant will have no right to review Landlord's books and records for the purpose of objecting to Tenant's Share of Operating Expenses

with respect to the immediately preceding calendar year. If Landlord receives timely written notice from Tenant that Tenant desires to review Landlord's books and records with respect to Tenant's Share of Operating Expenses for the immediately preceding July 1<sup>st</sup> to June 30<sup>th</sup> period, then Tenant will have the right to review Landlord's books and records with respect to such Tenant's Share of Operating Expenses, provided that all information obtained by Tenant with respect to such review will be maintained on a confidential basis, only to the extent allowed by applicable public records laws and subject to any audit by any governmental authority that has the right to audit such records as part of a determination whether Tenant has appropriately expended public funds. All objections, if any, to Tenant's Share of Operating Expenses for the immediately preceding July 1<sup>st</sup> to June 30<sup>th</sup> period will be delivered to Landlord in writing and in reasonably sufficient detail, and must be received by Landlord within sixty (60) days after the date on which Tenant is first permitted to review such books and records, and any such objections not received by Landlord within such sixty (60) day period are hereby waived by Tenant.

If Landlord receives any objections by Tenant as permitted herein, then such objections will be deemed to be binding upon Landlord unless Landlord, within thirty (30) days after receipt of such objections, delivers written notice to Tenant that Landlord disputes any or all such objections. If Landlord disputes any or all such objections, then Landlord and Tenant will endeavor in good faith to reconcile such dispute within thirty (30) days after delivery by Landlord of Landlord's notice to Tenant disputing any or all such objections, and if Landlord and Tenant are unable to resolve such dispute, Landlord and Tenant will jointly select an independent accountant/third party, which will resolve such dispute within thirty (30) days after its selection, and such decision will be binding upon Landlord and Tenant. The fees of such accountant/third party will be paid equally by Landlord and Tenant. Within thirty (30) days of the decision by such independent accountant/third party, Tenant shall pay Landlord the amount determined to be due and owing.

(d) *Separate Metering and Contracting.* To the extent reasonably practical, utilities will be separately metered and maintained for the Premises separate from the balance of the Building and Property. Additionally, to the extent commercially practical, maintenance, cleaning and custodial services will be separately contracted for the Premises and invoiced separately from the balance of the Building and Property. In the event that (i) the Premises cannot be separately metered, (ii) the maintenance, cleaning and custodial work for the Premises cannot be separately contracted, (iii) the maintenance, cleaning, and custodial work for the Premises is self-performed by Landlord's personnel, or (iv) an Operating Expense is incurred for both the Premises and the balance of the Property (ie insurance), then a pro-rata portion of said expense will be included in the Operating Expenses, and Tenant's Share will only apply to the portion of said expense applicable to the Premises. In determining the pro-rata allocation, the Parties agree to use their good-faith efforts to establish a commercially reasonable and fair allocation, but generally agree that the pro-rata allocation for the Premises will be the result of dividing the square footage of the Premises by the rentable/assignable square footage of the Building, excluding therefrom any separately metered/allocated portions of the Building.

### 3.3 **Additional Rent for Capital Expenses.**

(a) *Capital Expenses.* Capital Expenses include the costs for any capital repairs and improvements to the Premises, which, as set forth in Section 6.2, below, are jointly agreed to be undertaken by Landlord and Tenant and/or are necessary for the health and safety of the occupants of the Premises, and include, but are not limited to, the interior improvements, finishes and fixtures, interior walls, windows and doors, interior ceilings, floors, interior plumbing systems, interior electrical system

components, interior HVAC and mechanical system components, interior security, interior access controls. Capital expenses do not include capital repairs and improvements outside of the Premises, including, but not limited to, the roof, foundations, exterior walls, plumbing systems (with the exception of the portion interior to the Premises), electrical systems (with the exception of the portion interior to the Premises), HVAC and mechanical systems (with the exception of the portion interior to the Premises), Security (with the exception of the portion interior to the Premises), access controls (with the exception of the portion interior to the Premises), generators, common areas, parking lots, driveways, sidewalks, walkways and landscaping. To the extent that any capital repairs and improvements to the Premises necessitate further repair, improvement or upgrades to any plumbing, electrical, HVAC and mechanical, security and access control systems exterior to the Premises, the Parties will agree in writing as to the portion that will be included as a Capital Expense and the share that Tenant and Landlord shall each pay towards the same.

(b) *Tenant's Share of Capital Expenses.* Tenant's share of Capital Expenses shall be calculated as Tenant's Percentage as defined above, of Capital Expenses, as defined above, unless the Parties agree to a different share of any Capital Expense, which shall be agreed to in writing and executed by the parties.

#### **ARTICLE IV DELIVERY OF PREMISES AND IMPROVEMENTS TO PREMISES**

4.1 **Delivery of Premises.** The Premises shall be delivered, and Tenant shall take possession of the same, concurrently with Landlord taking possession of the same for its joint use, upon the substantial completion of the Premises Renovations and Improvements, as the same are defined in **Section 4.2** of this Lease, excepting therefrom the completion of reasonable punch list items that do not generally impair the ability of Tenant to occupy the Premises.

4.2 **Premises Renovations and Improvements.** The Landlord shall be responsible for the initial design and construction of all necessary renovations and improvements to the Premises prior to the Commencement Date including, but not limited to all interior improvements, finishes and fixtures, interior walls, windows and doors, interior ceilings, floors, interior plumbing systems, interior electrical system components, interior HVAC and mechanical system components, interior security, interior access controls, together with any improvements to the balance of the Building and Property necessary for the Premises to serve the Tenant's anticipated use, as well as the joint use of the Premises by the Landlord ("**Premises Renovations and Improvements**"). Landlord shall use all reasonable efforts to undertake and complete the Premises Renovations and Improvements in a timely and workmanlike manner in accordance with Landlord's Plans (as defined below). The Landlord shall undertake and complete in full the design and construction of the Premises Renovations and Improvements no later than January 1, 2026 (the "**Outside Delivery Date**"). In the event Landlord does not complete the Premises Renovations and Improvements on or before the Outside Delivery Date, Landlord and Tenant agree to cooperate with one another to identify interim space for educational programs and services that the Parties otherwise anticipate will be provided within the Premises. Furthermore, in no event shall Landlord fail to complete the Premises Renovations and Improvements by December 31, 2026.

4.3 **Premises FFE and Technology.** The Parties hereby acknowledge and agree the Premises Renovations and Improvements will include any furniture, trade fixtures and equipment, or any information technology and data processing equipment necessary for the Premises ("**Premises FFE and Technology**"). The Joint Use Agreement shall more fully identify the Premises FFE and Technology and the vendors of the same, if such information is available at the time of execution of the same. The Joint Use Agreement shall also identify which Party is responsible for replacing any Premises FFE and

Technology, and any furniture, trade fixtures, equipment and information technology and data processing equipment that will be provided by either Party in addition to the Premises FFE and Technology.

**4.4 Design, Construction and Procurement of Premises Renovations and Improvements.** Immediately upon the execution of this Lease, if not prior to the execution of the same, Landlord shall procure and engage one or more design-build firms to begin design of the Premises Renovations and Improvements to the Property and Building. Landlord shall have discretion to do so using the manner, means and methods as it may choose to utilize, and Landlord has sole discretion to select, hire and contract with the design-build firm of its choosing. Landlord shall direct the work of the design-build firm as the owner of the Property and Building, and shall incorporate one or more representatives from Tenant into the design process with the design-build firm to obtain Tenant's input into the design of the Premises Renovations and Improvements. The design-build firm will produce, as part of its engagement with the Landlord, schematic drawings, design development drawings and construction drawings of the Premises Renovations and Improvements ("**Landlord's Plans**"). Each of Landlord and Tenant shall approve in writing Landlord's Plans prior to the design-build firm finalizing the same. The design-build firm shall also provide an estimated construction budget along with Landlord's Plans, updated in accordance with the more developed and detailed design, which shall also be approved by the Landlord and Tenant prior to the design-build firm finalizing the same.

The design-build firm will be responsible for performing or hiring contractors to provide the labor and materials necessary to undertake and complete the construction of the Premises Renovations and Improvements. The design-build firm will provide Landlord one or more Guaranteed Maximum Price(s) ("**GMP**") to undertake and complete the construction of the Property Renovations and Improvement, and Landlord shall share the same with the Tenant. The Parties intend that such GMP, plus the costs of the Premises FFE and Technology and any other costs to deliver the Premises Renovations and Improvements will not exceed the Estimated Maximum Premises Project Cost, defined below. Landlord and Tenant must mutually agree on the GMP prior to Landlord authorizing the design-build firm to proceed with construction of the Premises Renovations and Improvements. In the spirit of full transparency, the GMP and all pricing consisting of the same shall be open book to both Landlord and Tenant.

The Landlord's Plans and GMP produced by the design-build team shall be added to the Joint Use Agreement as the final agreed-upon Premises Renovations and Improvements to be undertaken by the Landlord.

The Parties agree to undertake the process set forth in this Section in good faith and in cooperation with one another. The Parties agree that often times in the course of undertaking a project such as that set forth in this Section and in this Lease, several adjustments, modifications, etc. to the process set forth in this Section may be warranted or necessary. The Parties agree that each will reasonably cooperate with the other in making the determinations and agreements set forth in this Section and in having the flexibility necessary to accommodate such adjustments and modifications. However, the Parties also understand and agree that the Premises Renovations and Improvements need to be undertaken and completed and the Premises FFE and Technology need to be acquired and installed in sufficient time for the Building to be utilized by the Landlord and Tenant for the purposes set forth herein and in the Joint Use Agreement no later than January 1, 2026. Accordingly, upon each milestone set forth in this Section upon which both Landlord and Tenant must approve a design document or the GMP, in the event either Party believes the other is not timely approving the same, that Party may serve upon the other Party written notice demanding that the other Party approve the same within thirty (30) days. The Parties will continue during such thirty (30) day period to mutually approve the matter before them. In the event that

the Parties cannot reach agreement during that thirty (30) day period to approve such matter, and the Party receiving said notice fails to approve the same in such thirty (30) day period, then either Party may initiate the alternative dispute resolution pursuant to Section 1.4 of this Lease.

#### 4.5 Contribution Towards Acquisition of the Property; Contribution Towards, Premises Renovations and Improvements.

(a) Concurrently with the execution of this Agreement, Landlord shall close upon the purchase of the Property for the sum of Eleven Million Two Hundred Thousand Dollars (\$11,200,000), plus, if necessary, the assumption of a loan from the City of Hamilton, Ohio (the “**City**”) to Landlord’s predecessor. If assumed, Landlord shall be fully responsible for the repayment of the loan from the City. To fully fund the acquisition of the Property, Tenant shall pay to Landlord, immediately upon execution of this Lease, the sum of Two Hundred Sixty Thousand Dollars (\$260,000.00). Landlord shall contribute the sum of Nine Hundred Forty Thousand Dollars (\$940,000.00) towards the purchase of the Property. Additionally, Landlord shall contribute the additional sum of Ten Million Dollars (\$10,000,000.00) towards the purchase of the Property, but shall be reimbursed for, or shall receive prior to the purchase, said sum as follows:

- (i) Landlord shall obtain from Butler County, Ohio (the “**County**”) a subgrant in the sum of Eight Million Dollars (\$8,000,000.00), which shall be immediately used by Landlord to pay for or to reimburse Landlord for its acquisition costs. To effectuate the payment of said funds, Landlord and County shall enter into a subgrant agreement in mutually acceptable form whereby the County shall remit to Landlord the sum set forth above out of ARPA funds received by the County. Said subgrant agreement shall be executed prior to or concurrently with this Lease Agreement.
- (ii) Landlord shall obtain from the City a subgrant in the sum of Two Million Dollars (\$2,000,000.00), which shall be immediately used by Landlord to pay for or to reimburse Landlord for its acquisition costs. To effectuate the payment of said funds, Landlord and City shall enter into a subgrant agreement in mutually acceptable form, whereby City shall remit to Landlord the sum set forth above out of ARPA funds received by the City. Said subgrant agreement shall be executed prior to or concurrently with this Lease Agreement.

In addition to the sums set forth above, Landlord shall pay at the closing of the purchase of the Property any closing costs that exceed the amount of Eleven Million Two Hundred Dollars (\$11,200,000).

(b) Landlord shall generally have the obligation to design, construct, acquire and install the Premises Renovations and Improvements, and Tenant shall contribute to the same. The Premises Renovations and Improvements are a portion of a larger renovation project for the design, construction, acquisition and installation of improvements throughout the Property and Building in the amount of Nineteen Million One Hundred Thousand Dollars (\$19,100,000), of which the Premises Renovations and Improvements, which included the Premises FFE and Technology, are budgeted to cost an amount not to exceed Eleven Million Seven Hundred Thousand Dollars (\$11,700,000.00) (the “**Estimated Maximum Premises Project Cost**”). Landlord shall be responsible for the payment in full of all costs outside of the Premises Renovations and Improvements, which are currently estimated to be Seven Million Four Hundred Thousand Dollars (\$7,400,000.00).



The cost to undertake and complete the Premises Renovations and Improvements, including the Premises FFE and Technology, shall be allocated between the Landlord and Tenant as follows:

(i) Tenant shall pay to Landlord the sum of Two Million Dollars (\$2,000,000.00) ("**Tenant's Premises Renovation Contribution**") immediately upon execution of this Lease, which shall be deposited into a segregated fund ("**Tenant's Premises Renovation Contribution Fund**").

(ii) The remaining Nine Million Seven Hundred Thousand Dollars (\$9,700,000.00) ("**Landlord's Premises Renovation Contribution**") shall be contributed and paid by the Landlord.

To the extent that Landlord and County determine it is necessary to utilize any portion of the ARPA funds provided by the County pursuant to Section 4.5(a)(i) above, to fund the Premises Renovations and Improvements pursuant to this Section 4.5(b) rather than the acquisition of the Property under Section 4.5(a), the Landlord shall have the authority and discretion to use the funds in such manner, to provide the necessary funding through other funds to fulfill its obligations under Section 4.5(a) to acquire the Property. In such event, the total monetary commitments of the Landlord contained in Sections 4.5(a) and (b) shall not change, but simply shall be funded in a manner other than as contemplated above.

(c) Neither Party desires the costs of the Premises Renovations and Improvements to exceed the Estimated Maximum Premises Project Cost. In the event the GMP results in the Premises Renovations and Improvements exceeding the Estimated Maximum Premises Project Cost the parties will use reasonable best efforts to value engineer the Premises Renovations and Improvements (including reducing the size of the Premises, if necessary) to be equal to or less than the Estimated Maximum Premises Project Cost, or, in the alternative, the Parties may elect to continue with the Premises Renovations and Improvements, and, in such event, shall agree in writing as to each Party's contribution to any amount for the Premises Renovations and Improvements above the amounts set forth in this Section 4.5. In the event Landlord and Tenant are not able to agree to the value engineering or contribution of additional funds, then either Party may initiate the alternative dispute resolution pursuant to Section 1.4 of this Lease.

(d) The Parties expressly understand and agree that Landlord shall pay for the costs of the design work undertaken by the design-build firm set forth in **Section 4.4** to design the Premises Renovations and Improvements out of Landlord's Premises Renovation Contribution. Thereafter, as Landlord incurs costs for the construction of the Premises Renovations and Improvements, or the acquisition and installation of the Premises FFE and Technology, Landlord shall, pay for the same by drawing funds from the Tenant's Premises Renovation Contribution Fund and Landlord's Premises Renovation Contribution Fund in proportion to the amount of the Tenant's Premises Renovation Contribution (17.1%) versus the Landlord's Premises Renovation Contribution (82.9%). Landlord shall provide Tenant a monthly summary of (i) the total costs incurred by Landlord for the Premises Renovations and Improvements, including the Premises FFE and Technology, (ii) the amount paid from the Tenant's Premises Renovation Contribution Fund, and (iii) the amount paid by Landlord from Landlord's Premises Renovation Contribution. Said monthly report may be in the form of a monthly approved pay application or such other format that reasonably conveys the required information. Upon the full and final completion of the Premises Renovations and Improvements, Landlord shall provide Tenant a final report aggregating and containing the same information as the monthly reports and any unused portion of the Tenant's Premises Renovation Contribution Fund shall be returned in full to Tenant.

(e) In the event this Lease is terminated pursuant to **for any reason prior to the commencement of the Premises Renovation and Improvements**, Landlord shall refund to Tenant the entirety of Tenant's Premises Renovation Contribution by the effective date of the termination.

(f) All change orders that are presented to Landlord during the construction of the Property Renovation and Improvements may be approved by Landlord provided that the same will not result in the total costs to undertake and complete the Premises Renovations and Improvements exceeding the Estimated Maximum Premises Project Cost. Any change orders that will result in the cost to undertake and complete the Premises Renovations and Improvements exceeding the Estimated Maximum Premises Project Cost may only be authorized by Landlord upon written consent of the Tenant. Any agreed-upon change orders that increase the Estimated Maximum Premises Project Cost shall adjust the Tenant's Premises Renovation Contribution and the Landlord's Premises Renovation Contribution as agreed by the Parties.

(g) *Additional Funds.* The Parties anticipate that they will jointly and separately pursue grant, gift and other funding opportunities to be utilized to (i) offset their respective contributions towards the costs of the acquisition of the Property, as set forth in Section 4.5(a), (ii) to pay the costs of the Premises Renovations and Improvements, including the Premises FFE and Technology, as set forth in Section 4.5(b), (iii) to pay for additional costs in excess of those set forth in Sections 4.5(a) and (b). Additionally, the Landlord may also pursue grant, gift and other funding opportunities to undertake improvements to the balance of the Property and Building. If the Parties jointly receive additional funding for items (i) or (ii), above, then their respective contributions will be adjusted accordingly and in proportion to the amount of their respective contributions for the costs being covered by the additional funds. If the Parties jointly receive additional funding to pay for additional costs in excess of those set forth in Section 4.5(a) and (b), then the funding shall be applied against said additional costs equally for the Parties. In the event the Landlord obtains additional funding to undertake improvements to the balance of the Property and Building, the Landlord may do the same without applying allocating any portion for toward Tenant. Finally, any grants, gifts or other funding opportunities receive solely by one Party may be used by that Party and applied against costs in that Party's sole discretion.

## ARTICLE V ALTERATIONS AND TENANT'S PERSONAL PROPERTY

### 5.1 Alterations.

(a) *Landlord's Consent.* Tenant will not make any alterations, additions, installations, substitutes or improvements ("**Alterations**") in and to the Premises except those that are (i) limited to those portions of the Premises used exclusively by the Tenant, (ii) are both non-structural in nature and do not entail any mechanical, electric or plumbing components, and (iii) are mutually agreed to between the Parties ("**Minor Alterations**"). Tenant shall pay for all costs of such Minor Alterations and Tenant shall undertake the same using its procurement processes, provided that all Minor Alterations shall adhere to all applicable laws, including Chapters 4115 and Chapter 153 of the Ohio Revised Code. Alternatively, Tenant may elect that Landlord undertake the Minor alterations on its behalf, and in such event the Parties will agree as to the terms for payment or reimbursement for the costs of the Minor Alterations by Tenant.

Otherwise, Tenant will not make any Alterations in and to the Premises unless the same are requested to be undertaken by Landlord on behalf of Tenant, Landlord agrees to undertake the same on behalf of Tenant, and Tenant approves the scope and cost of the design and construction of the same prior

to such design or construction being undertaken by Landlord. All such Alterations will be managed by the Landlord using Landlord's procurement processes provided that all Alterations shall adhere to all applicable laws, including Chapters 4115 and Chapter 153 of the Ohio Revised Code, and before undertaking the same the Parties will also agree as to the terms for payment or reimbursement for the costs of the Alterations by Tenant.

(b) *Workmanship.* All Alterations will be done at reasonable times in a first-class workmanlike manner, by contractors procured by Landlord or Tenant, as set forth in Section 5.1(a), above, and according to plans and specifications previously developed by Landlord or Tenant, as set forth in Section 5.1(a), above, and mutually approved by the Parties. All work will be done in compliance with all Legal Requirements.

(c) *Removal of Alterations.* All Alterations affixed to the Premises will become part thereof and remain therein upon the expiration or earlier termination of this Lease.

## 5.2 **Tenant's Personal Property.**

(a) *In General.* In addition to any Premises FFE and Technology installed or otherwise provided pursuant to the Joint Use Agreement, Tenant may provide and install, and will maintain in good condition, trade fixtures, personal property, equipment, and furniture required in the conduct of its business in the Premises. All of Tenant's personal property, trade fixtures, equipment, and furniture will remain Tenant's property ("**Tenant's Property**") and will be installed and maintained at Tenant's sole cost and expense. Landlord will not be liable for any damage to, or loss of, Tenant's Property. Upon the expiration of the Term of the Lease and vacation of the Premises, Tenant may remove Tenant's Property, subject to the provisions of **Section 7.1(b)** of this Lease, provided, however, that Tenant shall not remove any Premises FFE and Technology.

## ARTICLE VI LANDLORD'S COVENANTS

### 6.1 **Services Provided by Landlord.**

(a) *Services.* Landlord will be responsible for general management of the Property, Building and Premises, which shall include, but not be limited to custodial and cleaning, maintenance and repair, providing snow removal from parking lots and walkways, landscaping and lawn care services, and obtaining and overseeing all pest control within the Building and Premises. Landlord will provide reasonable additional operation services within the Premises, such as routine carpet cleaning, increased cleaning and sanitization of the Premises, upon reasonable advance request of Tenant and mutual agreement of the Landlord, at reasonable rates from time-to-time established by Landlord. Landlord will furnish heating and cooling as normal seasonal changes may require to provide reasonably comfortable temperature and ventilation for occupants of the Premises under normal business operation. Certain portions of these services will be included as Operating Expenses and recovered by Landlord as Additional Rent, as set forth above.

(b) *Utilities.* All utilities will be managed and initially paid by Landlord, and the costs for the same included as Operating Expenses and recovered by Landlord as Additional Rent.

(c) *Graphics and Signs.* In consultation with Tenant, Landlord shall install and maintain all general directional, safety and location signs, notices, graphics and decorations within the Premises with the costs to procure and install the same being a cost of the Premises Renovations and Improvements

and the maintenance, repair and replacement of which will be part of the Operating Expenses. All signs that include the logos or similar identification for both Landlord and Tenant shall be mutually agreeable to both Landlord and Tenant and approximately equal in number and size throughout the Premises. Landlord shall include logos of both Landlord and Tenant on all signs within the Premises.

All signs located outside of the Premises but within the Building and Property will be the responsibility of the Landlord, who shall install and maintain the same at Landlord's cost. Where reasonable, Landlord shall include the name and logos of both Landlord and Tenant on signs outside of the Premises but within the Building and Property, such as directory signage and monument signage, provided, however, that the Parties understand and agree that any exterior signage is subject to the approval of Landlord and/or Landlord's Board of Trustees. Furthermore, the Parties understand and agree that Landlord will utilize the Property and the Building for purposes beyond those within the Premises, and Landlord reserves the right to erect signage consistent with its other uses of the Building and Property that do not include the name and logo of Tenant and/or that may solely include the name and logo of Landlord and/or other users of the Property and Building.

(d) *Interruption.* Landlord neither shall take, nor permit any person claiming under Landlord or any such occupant to take, any action which shall interrupt, or interfere with, any utility service to the Premises, including without limitation, electric, gas, water, sewage or telephone service. The interruption of any utility caused by Landlord's acts or omissions, or by those over whom Landlord has control, including, without limitation, Landlord's agents, contractors and employees, shall, in addition to other remedies available to Tenant under this Lease, cause an abatement of all Rent due until such time as the interrupted utility is restored, and if such interruption is not cured by Landlord within twenty-four (24) hours after it occurs, then Tenant may, at its option, take such steps as are reasonably necessary to cure such interruption itself (including renting portable generators) and be entitled to deduct the actual, documented amounts expended for said purposes from any amounts due to Landlord, including Rent, until Tenant is fully reimbursed.

Notwithstanding the foregoing, if Landlord needs to perform any maintenance or repair work within the Property and such work can only be performed by interrupting a utility to the Premises, then the following shall apply:

- (i) To the extent possible, all such work shall be scheduled during the hours that Tenant's operations are closed, and performed in a manner that causes the least amount of interference with Tenant's operations as is reasonably possible. If any such work may cause an interruption in electricity thereto, then Landlord shall provide sufficient temporary electricity, through generators or otherwise, to avoid an interruption to Tenant's operations;
- (ii) All such work shall be diligently pursued to completion, and any affected portion of the Premises shall be restored promptly after completion to as close to the condition in which it existed immediately prior to such work as is reasonably possible; and
- (iii) Landlord shall provide commercially reasonable prior written notice to Tenant and coordinate such work with Tenant in an effort to minimize any disruption to Tenant's operations; however, in the event of an emergency, Landlord shall provide only such notice as is reasonable under the circumstances.

(e) *Access Controls and Security.* Landlord shall maintain within the Building a reasonably adequate door access control and electronic surveillance security system and shall provide reasonable access to the same to Tenant at all times.

**6.2 Capital Repairs and Improvements.** Landlord will undertake, as the same become reasonably necessary from time-to-time during the Term of this Lease, capital repairs and improvements to the Premises, which are further defined in Section 3.3, above, and which shall be paid for as set forth in Section 3.3, above. All capital repairs and improvements resulting in Capital Expenses that will be charged in whole or in part to the Tenant, shall be agreed upon by Landlord and Tenant prior to Landlord undertaking the same, provided, however, that in the event a capital repair or improvement is necessary for the health and safety of the occupants of the Premises, and Landlord and Tenant cannot agree to undertake the same and/or cannot agree to the allocation of the share of the Capital Expenses for the same, then Landlord shall undertake the repair and Landlord and Tenant shall use the alternative dispute resolution procedure set forth in Section 1.4, above, to resolve any dispute about the allocation of the share of the Capital Expenses.

In undertaking such capital repairs and improvements, the Landlord shall have sole discretion and authority to hire and contract with any contractors, subcontractors, materialmen, laborers and other vendors to undertake and complete the design, construction, acquisition and installation of the capital repairs and improvements.

**6.3 Quiet Enjoyment.** Upon Tenant's paying the rent and performing its other obligations, Landlord will permit Tenant to peacefully and quietly hold and enjoy the Premises, subject to the provisions of this Lease.

**6.4 Fire and Extended Coverage Insurance.** Landlord will cause to be kept insured, for the mutual benefit of Landlord and Tenant, the Property, including the Building and the Premises, any approved Alterations, if any, the Premises FFE and Technology shared by the parties, and, for the benefit of Landlord, any or Landlord's personal property, against loss or damage by fire, casualty and such other risks as are now or hereafter loss-special form (all risk, extended coverage) and in addition, ordinance or law coverage, boiler and machinery coverage (if applicable) and terrorism coverage if not included in such all-risk policy ("**Casualty Insurance**"). Such insurance will be written on a replacement cost basis with an agreed value equal to the greater of (a) the full insurable replacement value of the Building or (b) the amount of the outstanding debt owed for the Property, if any. The policy will name Landlord as insured and loss payee. Not more frequently than every three (3) years, if in the reasonable opinion of the Landlord the amount of the Casualty Insurance is found to be inadequate, the Landlord will increase the insurance amount. If Landlord requires, but not more than once every three (3) years, an appraisal to be performed for purposes of determining the sufficiency of insurance coverage, Landlord will pay the cost of the same. Landlord will not carry any insurance on Tenant's Property, and will not be obligated to repair or replace any of Tenant's Property.

**6.5 Landlord's Liability Insurance.** A policy or policies of public liability insurance with respect to the Premises, and the business operated therein by Landlord, with a combined single limit of not less than \$2,000,000.00. The insurance shall be written by an insurance company or companies qualified to do business and in good standing in Ohio and otherwise acceptable to Landlord, and a copy of the policies or certificates of insurance shall be delivered to Landlord prior to Tenant's occupancy of the Premises.

6.6 **Parking.** Landlord shall provide parking facilities for Tenant, provided, however, that no employee, guest or invitee of the Tenant shall have designated parking spaces. Tenant and Tenant's invitees will not be required to obtain or pay for parking passes, but Tenant's employees and students will be required to register any vehicles regularly brought upon the Property.

## ARTICLE VII TENANT'S COVENANTS

### 7.1 Preservation and Surrender of the Premises.

(a) *Preservation.* Tenant will use reasonable care to preserve the Premises in good repair and condition, and will promptly notify Landlord of any issues and needs relating to the repair, maintenance, or preservation of the Property. All damage to the Premises or the Building caused by the negligence or willful misconduct of Tenant, or Tenant's employees, guests and invitees, other than ordinary wear and tear, shall be repaired by Landlord, but shall be fully assessed as Additional Rent to the Tenant in addition to Tenant's Share of the Operating Expenses.

(b) *Surrender.* At the end of the Term, Tenant will peaceably surrender the Premises in good order, repair and condition, except for reasonable wear and tear, and Tenant will remove Tenant's Property and (if required by Landlord) any Alterations, repairing any damage caused by such removal and restoring the Premises and leaving them clean and neat. Any property not so removed will be deemed abandoned and may be retained by Landlord or may be removed and disposed of by Landlord in such manner as Landlord will determine; provided, however, Landlord shall not retain any of Tenant's trade fixtures. Tenant will be responsible for costs and expenses incurred by Landlord in disposing of any such abandoned property, making any incidental repairs and replacements to the Premises, and restoring the Premises to their original condition.

### 7.2 Use.

(a) *General Use.* Tenant will use the Premises only for educational purposes related to the Programs, and will not use or permit the Premises to be used in violation of any law or ordinance or of any certificate of occupancy issued for the Building or the Premises. Tenant will not cause, maintain or permit any nuisance in, on or about the Property, or commit or allow any waste in or upon the Property. Tenant shall use reasonable care in its use of the Property so as to prevent damage or harm to the Property and/or individuals using the Property. All property kept stored or maintained on the Premises will be at the sole risk of the owner of the property. Tenant acknowledges and agrees that its use of the Premises is joint and shared with the use of the same by the Landlord and that the Joint Use Agreement provided for herein shall govern the day-to-day operation and use of the same.

(b) *Obstructions and Exterior Displays.* Tenant will not obstruct any portion of the Property outside the Premises, and will not, except as otherwise previously approved by Landlord, place or permit any signs, decorations, curtains, blinds, shades, awnings, aerials or flagpoles, or the like, that may be visible from outside the Premises.

(c) *Compliance with Insurance Policies.* Tenant will not keep or use any article in the Premises, or permit any activity therein, which is prohibited by any insurance policy covering the Building, or would result in a material increase in the premiums thereunder.

(d) *Compliance with ARPA.* All use of the Premises must be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 (the “**Uniform Guidance**”).

7.3 **Assignment; Sublease.** Tenant will not assign its rights under this Lease nor sublet the whole or any part of the Premises without Landlord's prior written consent. Tenant may, however, assign or sublet all or part of the Premises without Landlord's prior written consent to any entity that controls Tenant, is controlled by Tenant or is under common control with Tenant, is a successor entity which acquires substantially all of Tenant's assets, is an affiliate of Tenant, is a successor entity related to Tenant by merger, consolidation, reorganization or governmental action or otherwise acquires an equity interest in Tenant (an “**Approved Party**”). Tenant shall notify Landlord of any transaction with an Approved Party within thirty (30) days after consummation of such transaction. In the event that Landlord grants consent or Tenant is otherwise permitted to sublet the Premises, Tenant will remain primarily liable to Landlord for the payment of all rent and for the full performance of the obligations under this Lease.

7.4 **Tenant's Insurance.** Tenant shall maintain in force, at all times during Tenant's occupancy under this Lease: (i) a policy or policies of insurance insuring, to the extent of one hundred percent (100%) of the insurable replacement value thereof, all property and fixtures in the Premises owned by Tenant against fire and casualties included in extended coverage insurance, and (ii) a policy or policies of public liability insurance with respect to the Premises, and the business operated therein by Tenant, with a combined single limit of not less than \$2,000,000.00. The policy or policies of public liability insurance shall name Landlord as an additional insured. The insurance shall be written by an insurance company or companies qualified to do business and in good standing in Ohio and otherwise acceptable to Landlord, and a copy of the policies or certificates of insurance shall be delivered to Landlord prior to Tenant's occupancy of the Premises.

7.5 **Americans with Disabilities Act.** Landlord shall deliver the Premises to Tenant in full compliance with the Americans with Disabilities Act of 1990 (“**ADA**”) and all Legal Requirements. Thereafter, Tenant will comply with the ADA and the regulations promulgated thereunder. Tenant hereby expressly assumes all responsibility for compliance with the ADA for all Alterations and the activities conducted by Tenant within the Premises. Any Alterations to the Premises made by Tenant for the purpose of complying with the ADA or which otherwise require compliance with the ADA will be done in accordance with this Lease; provided, that Landlord's consent to such Alterations will not constitute either Landlord's assumption, in whole or in part, of Tenant's responsibility for compliance with the ADA, or representation or confirmation by Landlord that such Alterations comply with the provisions of the ADA.

7.6 **Graphics and Signs.** In addition to signage provided by Landlord pursuant to **Section 6.1(c)**, Tenant may place signs, notices and graphics necessary and incidental to its shared use of the Premises, provided that Tenant obtains Landlord's prior written consent before placing such signs, notices, and graphics. When Tenant vacates the Premises, Tenant will have no further rights to such signs, notices and graphics, except Tenant's intellectual property, and Landlord may, at its option, remove or alter the signage, notices, and graphics and expenses associated therewith (including damage to the Building or Premises) will be borne by Tenant.

7.7 **Compliance with Landlord Policies and Regulations.** Tenant shall comply with, and shall cause all of its employees, students, contractors, subcontractors, volunteers, agents, and business invitees to comply with, all current and future rules, policies, and regulations of Landlord, including,

without limitation, Alcohol and University Property; Signs, Posters and Banners; Visual Brand Identity, Trademarks, and Licensing; Motor Vehicles; Motor Vehicles Permits; Electronic Scooters (E-Scooters); Minors on Campus; Parking; COVID-19; Weapons; Law and Order; Unmanned Aircraft System (Drones and Model Aircraft); Policy Prohibiting Harassment and Discrimination; Building and Grounds; Responsible Use of University Computing Resources at Miami University; Illegal or Unauthorized Use of University Computing Resources; Smoke-and-Tobacco-Free Environment; and Drug-Free Workplace. Copies of all of Landlord's current policies can be accessed at the following website: <http://blogs.miamioh.edu/miamipolicies/>. To the extent necessary to comply with the terms of this Lease, Tenant shall obtain and pay for all permits, certificates of inspection, and all other documents, including, without limitation, those required to comply with any applicable Legal Requirements and/or Landlord's rules, policies, and regulations.

7.8 **Hazardous Materials.** Tenant shall not store or otherwise use any Hazardous Materials in or at the Building, except in a manner consistent with the Permitted Uses and in compliance with applicable Legal Requirements, without Landlord's prior written consent, such consent to be withheld in Landlord's sole discretion. As used in this Section, the term "**Hazardous Materials**" means all chemicals, substances and/or materials listed under or otherwise governed or regulated by any Environmental Laws including, without limitation, hazardous or toxic substances, hazardous wastes or hazardous materials, petroleum products or any constituents thereof; and the term "**Environmental Laws**" means any federal, state or local law, ordinance, regulation or order relating to the protection of or regulation of the environment or public health or safety, including cleanup of Hazardous Materials. Notwithstanding anything to the contrary in this Section 7.8, Tenant shall have no liability of any kind to Landlord as to Hazardous Materials on the Premises caused by (i) Landlord, its agents, employees, contractors, or invitees, (ii) any other person or entity located outside of the Premises, or (iii) any party prior to the Commencement Date or after the expiration or other termination of this Lease. Landlord shall not authorize or cause any party (a) to bring any Hazardous Materials upon the Property in violation of Environmental Laws or (b) to transport, store, use, generate, manufacture or release any Hazardous Materials in or about the Property in violation of Environmental Laws.

## ARTICLE VIII DEFAULT

8.1 **Default.** The occurrence of any one or more of the following events will constitute a default hereunder by Tenant:

(a) The failure by Tenant to make any payment of Rent, as and when due, where such failure will continue for a period of ten (10) days after written notice thereof from Landlord to Tenant;

(b) The failure by Tenant or Landlord to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant or Landlord, other than as specified in clause (a) above, where such failure will continue for a period of more than thirty (30) days after written notice thereof from the other Party; provided, however, that if the nature of Tenant or Landlord's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant or Landlord commences such cure within said thirty (30) day period, diligently prosecutes such cure to completion, and completes such cure no later than one hundred twenty (120) days from the date of such notice from the other Party;

(c) The failure by Tenant of all or any portion of Tenant's obligations under this Lease to pay its debts as they become due, or Tenant becoming insolvent, filing or having filed against it a petition under any chapter of the United States Bankruptcy Code (or any similar petition under any insolvency



law of any jurisdiction) if such petition is not dismissed within sixty (60) days thereafter, proposing any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, making an assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property or business of Tenant or such guarantor; or

(d) The uncured, material breach of the Joint Use Agreement or the Collaboration Agreement by Tenant.

## 8.2 Remedies of Landlord.

(a) *Remedies.* In the event of any default by Tenant, whether or not the Term will have begun, in addition to any other remedies available to Landlord at law or in equity, Landlord may, at its option and without further notice exercise any or all of the following remedies:

(i) Terminate the Lease, and, upon thirty (30) day notice to Tenant of termination of the Lease, all rights of Tenant hereunder will thereupon come to an end as fully and completely as if the date such notice is given were the date originally fixed for the expiration of the Term, and Tenant will then quit and surrender the Premises to Landlord and Landlord will have the right, without judicial process, to re-enter the Premises. No such expiration or termination of the Lease will relieve Tenant of its liability and obligations under the Lease, including, but not limited to, the payment of Rent.

(ii) Re-enter and repossess the Premises and the right to remove all persons and property therefrom by summary proceedings, any other legal action or in any lawful manner Landlord determines to be necessary or desirable. Landlord shall be under no liability by reason of any such re-entry, repossession or removal. No such re-entry, repossession or removal shall be construed as an election by Landlord to terminate the Lease Term unless a notice of such termination is given to Tenant pursuant to clause (i) above or unless such termination is decreed by a court of competent jurisdiction.

(iii) Enter the Premises and Cure any default by Tenant and in so doing, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord, and all incidental costs and expenses, including reasonable attorneys' fees, will be considered Additional Rent under this Lease and will be payable to Landlord immediately upon demand, together with interest from the date of demand to the date of payment at the maximum lawful rate permitted to be charged by Landlord.

(c) *Reletting.* At any time or from time to time after a re-entry, repossession or removal, whether or not the Lease Term shall have been terminated, Landlord may (but shall be under no obligation to) relet the Premises for the account of Tenant, in the name of Tenant or Landlord or otherwise, without notice to Tenant, for such term or terms and on such conditions and for such uses as Landlord, in its absolute discretion, may determine. Landlord may collect any rents payable by reason of such reletting. Landlord shall not be liable for any failure to relet the Premises or for any failure to collect any rent due upon any such reletting. Whether or not the Lease is terminated, Landlord will in no way be responsible or liable for any failure to relet the Premises or for any failure to collect any rent upon such reletting. Any rent derived from the reletting of the Premises shall reduce the damages owed by Tenant under this Section.

(e) *No Limitations.* Nothing contained in this Lease will limit or prejudice the right of Landlord to obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease,

an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be provided, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above. No termination of the Lease Term, by operation of law or otherwise, and no re-entry, repossession or removal, and no reletting of the Premises, shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such termination, re-entry, repossession, removal or reletting; provided, however, that as provided in subparagraph (c) above, any rent derived from the reletting of the Premises shall reduce the damages owed by Tenant under this Section.

(f) *Cumulative Remedies.* Landlord's remedies under this Lease are cumulative and not exclusive of any other remedies to which Landlord may be entitled in case of Tenant's default or threatened default under this Lease, including, without limitation, the remedies of injunction and specific performance.

### **8.3 Repayment of Funds.**

(a) *Repayment of Funds.* Each Party shall be solely responsible for repaying any portion of their respective contributions described in **Section 4.5(b)** if such contribution was funded by a federal, state, or local governmental agency or authority, or a private funder, as may be required in an individual grant or other agreement between the funding agency, authority, or entity and the Party providing such pro-rata contribution.

(b) *No Indemnity.* The Parties both acknowledge and agree that the payment obligations outlined in this **Section 8.3** have been negotiated by the Parties in recognition of the relative risks to each with respect to the repayment of certain federal funds that may or may not be owed at the expiration of the Term of this Lease, and expressly state that such obligations are not intended (and shall not be interpreted by either Party, including any third-parties) as an obligation to indemnify either Party.

(c) *Survival.* The terms of this **Section 8.3** shall survive the expiration or earlier termination of this Lease.

**8.4 Landlord Default.** If Landlord fails to timely cure any default, including any default of the Joint Use Agreement, or is in breach of a representation or warranty, Tenant shall have the right (but not the obligation) to perform Landlord's obligation and if Landlord does not reimburse Tenant for the cost of such performance within thirty (30) days after Tenant's request for same, Tenant may deduct the cost of such performance against the next accruing installments of Rent. Tenant shall also have all other rights and remedies available at law or in equity, including but not limited to injunctive relief.

## **ARTICLE IX CASUALTY AND EMINENT DOMAIN**

**9.1 Damage and Destruction.** If the Premises, or any portion thereof, should be destroyed or damaged by fire or other casualty, then such damaged part of the Premises shall be reconstructed and restored, at Landlord's sole cost and expense, to substantially the same condition as it was prior to the casualty. Landlord shall be required to use any and all insurance proceeds received as a result of such fire or other casualty to restore or rebuild the Premises, or part thereof, no matter the extent of the damage. In the event of such reconstruction, Rent shall be abated, or, if only a portion of the Premises is destroyed or damaged, a pro-rata portion of the Rent shall be abated, for any period

between the date of the casualty and substantial completion of the reconstruction repairs during which the Premises, or a portion thereof, are untenantable and this Lease shall continue in full force and effect for the balance of the Term hereof. Any portion of the Premises not damaged or destroyed shall remain subject to the terms of this Lease at all times, including payment in full of the pro-rata portion of the Rent for that portion of the Premises. In the event the cost to repair the destruction or damage exceeds the amount of insurance proceeds received by Landlord as a result of the fire or other casualty, then Landlord may elect to terminate this Lease upon written notice to Tenant.

9.2 **Waiver of Subrogation.** Landlord and Tenant hereby release each other and each other's employees, agents, customers and invitees from any and all liability for any loss, damage or injury to person or property occurring in, on or about or to the Premises, improvements to the Premises or personal property by reason of fire or other casualty which could be insured against under a standard fire and extended coverage insurance policy, regardless of cause, including the negligence of Landlord or Tenant and their employees, agents, customers and invitees. Each Party shall notify their insurance carrier of this waiver of subrogation.

9.3 **Eminent Domain.** If the whole or any part of the Premises shall be taken for public or quasi-public use by a governmental or other authority having the power of eminent domain or shall be conveyed to such authority in lieu of such taking, and if such taking or conveyance shall cause the remaining part of the Premises not so taken to be untenantable and inadequate for use by Tenant, this Lease shall terminate as of the date of such taking, all pursuant to Property Standards set forth under 2 C.F.R. Part 200, Subpart D. If a part of the Premises shall be taken or conveyed but this Lease is not terminated as provided for in this Section 9.3, then this Lease shall be terminated as to the part taken or conveyed as of the date Tenant surrenders possession, and Landlord shall make such repairs, alterations and improvements as may be necessary to render the part not taken or conveyed tenantable, provided, however, Landlord shall have no obligation to pay for such repairs, alterations and improvements more than the amount of such award payable for the benefit of Landlord for such taking due to damage to the property not taken, and the rent shall be reduced in proportion to the reduction in square feet of the Premises. All compensation awarded for such taking or conveyance shall be the property of Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all of its right, title and interest in and to any such award. However, Tenant shall have the right to recover from such authority, but not from Landlord, such compensation as may be separately awarded to Tenant on account of moving and relocation expenses and depreciation or damage to and removal of Tenant's trade fixtures, alterations, leasehold improvements, and Personal Property.

## ARTICLE X ADDITIONAL AGREEMENTS OF THE PARTIES

10.1 **Use of Property Reserved to Landlord.** Tenant expressly acknowledges and agrees that the balance of the Property, exclusive of the Building and the drives, parking lots and walks serving the Building may be used by Landlord for any purpose or nature whatsoever, including the construction and operation of other buildings or facilities thereon. Furthermore, the drives, parking lots and walks serving the Building may be also be used to serve such other uses, buildings and facilities on the Property in addition to their use to serve the Building.

10.2 **Collaboration Agreement.** Prior to the Commencement Date, Landlord and Tenant shall enter into, as a condition of this Lease, a collaboration agreement (the "**Collaboration Agreement**"), in a form mutually acceptable to each Party, whereby the Parties would create and

maintain certain academic programs and pathways for Tenant's students to obtain college credit and/or a college degree from Landlord.

## ARTICLE XI GENERAL PROVISIONS

11.1 **Representations and Warranties.** Landlord and Tenant represent and warrant to each other that:

- (a) the execution and delivery of this Lease has been duly authorized;
- (b) this Lease is binding upon Landlord and Tenant in accordance with its terms;
- (c) the execution, delivery and performance by Landlord and Tenant of this Lease will not (i) contravene, result in any breach of, or constitute a default under, or result in the creation of any lien in respect of any property under, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, or other material agreement or instrument to which Landlord or Tenant is bound or affected, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or governmental authority binding on Landlord or Tenant or (iii) violate any provision of any statute or other rule or regulation of any governmental authority of or applicable to Landlord or Tenant; and
- (d) excluding the approval of the Parties' respective counsels, no consent, approval or authorization of, or registration, filing or declaration with, any governmental authority is required in connection with the execution, delivery or performance by Landlord or Tenant of this Lease, except for such as have been adopted by the appropriate governmental authority and are in full force and effect.

11.2 **Notices.** Any notice required or permitted hereunder will be in writing. Notices will be addressed to Landlord at Landlord's Address and to Tenant at Tenant's Addresses with copies to the following addresses:

As to the Landlord:

Miami University  
501 East High Street  
218 Roudebush Hall  
Oxford, OH 45056  
Attn: SVP for Finance and Business Services

With a copy to:

Miami University  
501 East High Street  
215 Roudebush Hall  
Oxford, OH 45056  
Attn: General Counsel

generalcounsel@miamioh.edu

As to the Tenant:

Butler Technology & Career  
Development Schools  
3603 Hamilton-Middletown Road  
Fairfield Twp., OH 45011  
Attn: Superintendent

With a copy to:

Bricker Graydon LLP  
100 South Third Street  
Columbus, OH 43215  
Attn: Jeffrey D. Harris  
jharris@brickergraydon.com

Any communication so addressed will be deemed duly given when delivered by hand, one day after being sent by Federal Express (or other guaranteed one-day delivery service) or three days after being sent by registered or certified mail, return receipt requested. Either Party may change its address by giving notice to the other.

11.3 **No Waiver or Oral Modification.** No provision of this Lease will be deemed waived by Landlord or Tenant except by a signed written waiver. No consent to any act or waiver of any breach or default, express or implied, by Landlord or Tenant, will be construed as a consent to any other act or waiver of any other breach or default.

11.4 **Severability.** If any provision of this Lease, or the application thereof in any circumstances, will to any extent be invalid or unenforceable, the remainder of this Lease will not be affected thereby, and each provision hereof will be valid and enforceable to the fullest extent permitted by law.

11.5 **Waiver of Liability.** Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents, and representatives of the other, on account of loss by or damage to the waiving Party or its property or the property of others under its control, to the extent that such loss or damage is insured against under any insurance policy that either may have in force at the time of the loss or damage. Each Party will notify its insurers that the foregoing waiver is contained in this Lease.

11.6 **Execution, Amendment and Modification.** This Lease will not be binding and enforceable until duly authorized by the Board of Trustees of Landlord and the Board of Education of Tenant, executed by authorized representatives of Landlord and Tenant. This Lease may not be modified or amended, unless such modification or amendment is in writing and signed by both Parties.

11.7 **Successors and Assigns.** This Lease will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

11.8 **Applicable Law and Lease Interpretation.** This Lease will be construed, governed and enforced according to the laws of the State of Ohio. In construing this Lease, section headings are for convenience only and will be disregarded. Any recitals herein or exhibits attached hereto are hereby incorporated into this Lease by this reference. The Parties acknowledge that this Lease was freely negotiated by both Parties, each of whom was represented by counsel; accordingly, this Lease will be construed according to the fair meaning of its terms, and not against either Party.

11.9 **Holdover.** If Tenant does not exercise its rights under Article X of this Lease, and holds over in occupancy of the Premises after the expiration of the Term, Tenant will, at the election of Landlord, become a tenant at sufferance only on a month-to-month basis subject to the terms and conditions herein specified, so far as applicable, except that Tenant's Base Rent during the holdover period will be equal to 150% of the Base Rent for the then current term. Tenant will also be obligated to pay: (i) Tenant's Share of Operating Expenses then in effect, and (ii) all damages sustained by Landlord on account of such holdover tenancy.

11.10 **Force Majeure.** If Landlord or Tenant is prevented from or delayed in performing any act required of it hereunder, and such prevention or delay is caused by strikes, labor disputes, inability to obtain labor, materials, or equipment, inclement weather, acts of God, governmental restrictions, regulations, or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond such Party's reasonable control ("**Force Majeure**"), the performance of such act will be excused for a period equal to the period of prevention or delay. A Party's financial inability to perform its obligations will in no event constitute Force Majeure. Nothing in this Section will excuse or delay Tenant's obligation to pay any rent or other charges due under this Lease.

11.11 **Lease not to be Recorded.** This Lease will not be recorded.

11.12 **Further Assurances.** Tenant will, at its own expense, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, transfers and assurances as Landlord may reasonably request in order to protect the right, title and interest of Landlord hereunder.

11.13 **Survival.** All warranties, representations and covenants made by Tenant or Landlord herein or in any certificate or other instrument delivered by either Party to the other under this Lease will be considered to have been relied upon by such other Party and will survive the consummation of the transactions contemplated hereby on the date hereof, regardless of any investigation made by such other Party or on behalf of such other Party.

11.14 **Extent of Covenants; No Personal Liability.** All covenants, obligations and agreements of the Parties contained in this Lease shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future officer, official, employee or agent of any Party to this Lease or their respective Legislative Authorities, in other than its official capacity, and neither the members of any Legislative Authorities nor any official executing this Lease shall be liable personally on this Lease or be subject to any personal liability or accountability by reason of the covenants, obligations or agreements of the Parties to this Lease.

11.15 **Trademarks and Logos.** Neither Party shall advertise or release any public statements that it has contracted with the other Party without such other Party's prior written consent. Neither Party shall use the other Party's name, logos, trademarks, service marks, trade names, or brand indicia (collectively, "**Marks**") for any reason or in any manner, without the other Party's prior written consent.

Each Party consenting to the use of its Marks hereunder shall remain the sole and exclusive owner of and retain all right, title and interest in and to its Marks and the goodwill associated therewith. Nothing contained in this Lease shall be construed as conferring upon any Party, by implication, operation of law or otherwise, any other rights. Upon the expiration or termination of this Lease, any use of the other Party's Marks and name shall immediately cease (unless otherwise agreed in writing by the owner of such Marks). If Provider wishes to use Landlord's Marks, then Provider must contact Landlord's Department of Communications and Marketing.

**11.16 Subordination.** This Lease is subject and subordinate to the lien of any and all mortgages which may now or hereafter encumber or otherwise affect the Premises, or Landlord's leasehold interest therein, and to all and any renewals, extensions, modifications, recastings or refinancings thereof ("**Encumbrances**"), so long as Landlord provides a SNDA to Tenant, in form reasonably acceptable to Tenant, with respect to each Encumbrance, which SNDA shall generally provide that the mortgagee, beneficiary or lessor under any such Encumbrance (collectively, a "**Holder**") will not disturb Tenant's possession of the Premises and that Tenant will attorn to such Holder (or purchaser at foreclosure) as Landlord under the terms and conditions of this Lease upon receiving written notice that such party has succeeded to the interest of Landlord under this Lease. In confirmation of such subordination, Tenant shall, at Landlord's request, promptly execute any requisite or appropriate certificate or other document. Tenant agrees that in the event that any proceedings are brought for the foreclosure of any such mortgage, subject to the terms herein, Tenant shall attorn to the purchaser at such foreclosure sale, if requested to do so by such purchaser, and to recognize such purchaser as the Landlord under this Lease. Tenant agrees to execute and deliver upon the request of the successor Landlord any instrument evidencing such attornment.

**11.17 Estoppel Certificate.** Tenant agrees, at any time and from time to time, upon not less than twenty (20) days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing (to the extent true and accurate) (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications stating such modifications), (ii) stating the dates to which the rent and any other charges hereunder have been paid by Tenant, (iii) stating whether or not to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default of which Tenant may have knowledge, and (iv) stating the address to which notices to Tenant should be sent.

**11.18 Recording of Memorandum of Lease.** If requested by either Party, a Memorandum of Lease, containing the information required by Ohio law concerning this Lease shall be prepared, executed by both parties and filed for record in the office of the Recorder of Butler County, Ohio.

**11.19 Execution Counterparts/PDF.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. Copies of signatures sent or provided electronically in portable document format (PDF) shall be deemed to be originals for purposes of execution and proof of this Agreement.

**11.20 Alternative Dispute Resolution.** Prior to initiating any action or proceeding in state or federal court, the Parties shall undertake informal mediation and resolution of any dispute, followed by formal mediation, and, if a resolution is not able to be reached between the parties by formal mediation, binding arbitration will govern and be the venue for any such dispute, provided that all claims for monetary damages against the Landlord will be subject to Court of Claims Act (O.R.C. Chapter 2743).

11.21 **Title Acquisition Contingency.** Landlord's and Tenant's obligations under the Lease are contingent upon Landlord, at its sole cost (subject to any Tenant's obligation under Section 4.4), acquiring good, marketable and insurable title to the Property no later than **June 30, 2024** (the "**Title Acquisition Deadline**"). If Landlord has not satisfied this contingency by the Title Acquisition Deadline, then (i) this Lease shall be null and void, (ii) Landlord and Tenant shall each be released and relieved of any and all liabilities and obligations under the Lease, and (iii) Landlord shall, within ten (10) days of the Title Acquisition Deadline, refund to Tenant any sums paid under Section 3.1 and Section 4.5.

[SIGNATURES ARE LOCATED ON THE FOLLOWING PAGES]



IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, which includes the cover sheet, the foregoing Standard Provisions, and Exhibits attached to this Lease, with the intent that each of the Parties will be legally bound thereby and that this Lease will become effective as of the Effective Date.

**TENANT:**

**BOARD OF EDUCATION OF BUTLER  
TECHNOLOGY & CAREER DEVELOPMENT  
SCHOOLS**

By: \_\_\_\_\_  
Brett Guido, President

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

By: \_\_\_\_\_  
Paul Carpenter, Treasurer/CFO

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2024, by Brett Guido, President of the Board of Education of Butler Technology & Career Development Schools, a joint vocational school district board of education, on behalf of the board of education.

\_\_\_\_\_  
Notary Public

**LANDLORD:**

**MIAMI UNIVERSITY**

By: \_\_\_\_\_  
David Creamer, Senior Vice President for Finance  
and Business Services

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

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_,  
2024, by David Creamer, Senior Vice President for Finance and Business Services of Miami  
University, on behalf of the university.

\_\_\_\_\_  
Notary Public

**TREASURER'S CERTIFICATE  
BOARD OF EDUCATION OF  
BUTLER TECHNOLOGY & CAREER DEVELOPMENT SCHOOLS**

The undersigned, Treasurer of the Board of Education of Butler Technology & Career Development Schools, hereby certifies that the moneys required to meet the obligations of the Board of Education during the year 2024 under the Agreement have been lawfully appropriated by the Board of Education for such purposes and are in the treasury of the Board of Education or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44, Ohio Revised Code.

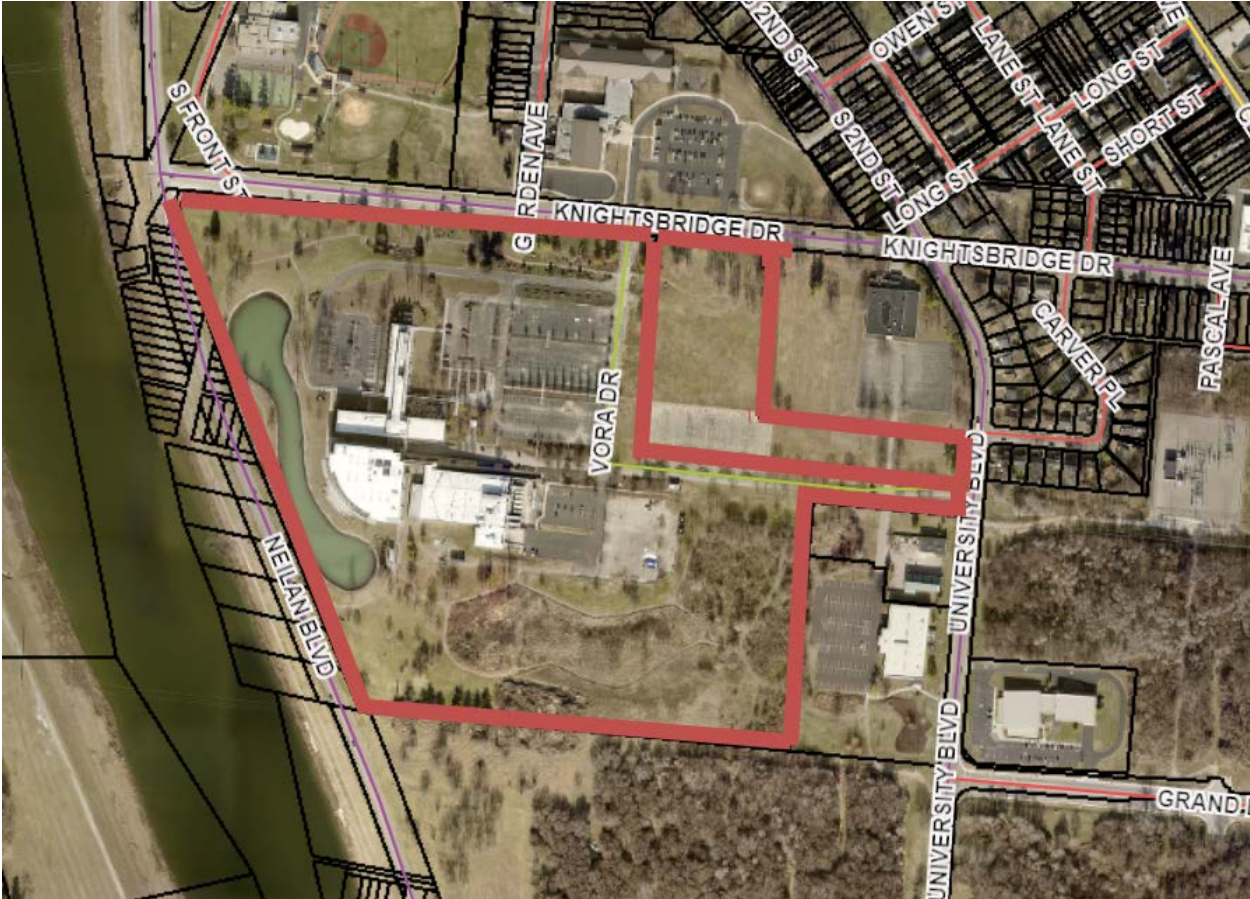
\_\_\_\_\_  
Treasurer  
Board of Education of Butler Technology & Career  
Development Schools

Dated: \_\_\_\_\_, 2024

**PART III EXHIBITS**

**EXHIBIT A  
DEPICTION AND DESCRIPTION OF THE PROPERTY**

Address: **101 Knightsbridge Dr., Hamilton, OH 45011**  
Permanent Parcel Numbers: **P6461003000001** and **P6461003000008**



**LEGAL DESCRIPTION ON FOLLOWING PAGE**

**EXHIBIT B**  
**DEPICTION OF PREMISES AND COMMON AREAS**



**EXHIBIT A****TRACT I: Auditor's Parcel No. P6461-003-000-001**

Entire Lot Numbered Twenty-Five Thousand Four Hundred Nine 25409 as the same is known and designated on the revised list of lots in the Sixth Ward of the City of Hamilton, Butler County, Ohio.

**SAVE AND EXCEPT THEREFROM THE FOLLOWING THREE (3) PARCELS OF LAND:**

Parcel 1: Situated in the City of Hamilton, Butler County, Ohio, being part of Lot 25409 of the revised list of lots in the Sixth Ward of said City of Hamilton, and being more particularly described as follows: Commencing at the southeast corner of said Lot 25409 said point being on the old west right-of-way of Peck Boulevard; thence with old west right-of-way of Peck Boulevard and with the east line of said Lot 25409 N. 3° 38' 00" E for 466.94 feet to a point, said point being the northeast corner of lands of Miami University as recorded in Deed Book 6867, Page 405 of the Butler County recorder's Office, said point being the true point of beginning; thence leaving said old west right-of-way of Peck Boulevard and with the east line of said Lot 25409 and with the north line of said lands of Miami University for the following 5 courses: (1) N 86° 30' 10" W for 210.52 feet to a 5/8" rebar found, passing a 5/8" rebar found at 25.00 feet; (2) N 4° 04' 00" E for 94.48 feet to a 5/8" rebar found; (3) N 86° 22' 00" W for 40.00 feet to a 5/8" rebar found; (4) N. 4° 04' 00" E for 14.55 feet to a 5/8" rebar found; (5) N 86° 22' 00" W for 192.31 feet to a 5/8" rebar found; thence on a new division line through said lands of Knightsbridge Ltd. for the following 2 courses: (1) N 3° 38' 00" E for 159.98 feet to a 5/8" rebar set; (2) S 86° 22' 00" E for 442.00 feet to a 5/8" rebar set, said point being on the old west right-of-way of Peck Boulevard and with the east line of said Lot 25409; thence with said old right-of-way of Peck Boulevard and with the east line of said Lot 25409 S 3° 38' 00" W for 268.51 feet to the true point of beginning containing 2.161 acres of land, more or less.

Parcel 2: Situated in the City of Hamilton, Butler County, Ohio, being part of Lot 25409 of the revised list of lots in the Sixth Ward of said City of Hamilton, being part of the lands of Champion International Paper as recorded in Deed Book 688, Page 86, of the Butler County Recorder's Office and being more particularly described as follows:

Beginning at the southeast corner of said Lot 25409 said point beginning on the old west right of way of Peck Boulevard; thence leaving said old west right of way of Peck Boulevard and with the south line of said Lot 25409 N 86° 20' 04" W for 442.00 feet to a 5/8" rebar set, passing a

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5/8" rebar found at 10.00 feet; thence leaving said south line of Lot 25409 and on a new division line for the following 6 courses (1) N 3° 38' 00" E for 575.22 feet to a 5/8" rebar set; (2) S 86° 22' 00" E for 192.31 feet to a 5/8" rebar set; (3) S 4° 04' 00" W for 14.55 feet to a 5/8" rebar set; (4) S 86° 22' 00" E for 40.00 feet to a 5/8" rebar set; (5) S 4° 04' 00" W for 94.48 feet to a 5/8" rebar set; (6) S 86° 30' 10" E for 210.52 feet to the west line of said old right of way of Peck Boulevard passing a 5/8" rebar set on the new right of way of said Peck Boulevard at 198.02 feet; thence with said old right of way of Peck Boulevard and with the east line of said Lot 25409, S 3° 38' 00" W for 466.94 feet to the point of beginning containing 5.300 acres of land, more or less. A Plat of the Property is filed in Volume 42, at Page 78 of the Butler County Engineer's Record of Land Surveys.

Parcel 3: Situated in the State of Ohio, Between the Miamis, Section 1, Town 1, Range 3, Sixth Ward, North Side, City of Hamilton, Butler County and being 7.308 Acres of land in Part of Lot #25409 as known and designated on the list of lots in said City of Hamilton and being the lands of VORA TECHNOLOGY PARK, LLC, as recorded in Official Record 7501 Page 373 of the Butler County, Ohio Recorder's Office and being further described as follows:

Beginning at the northwest corner of Lot #30897 of said City of Hamilton and being the lands of The President and Trustees of Miami University as recorded in Official Record 8398, Page 628 of the Butler County, Ohio Recorder's Office and being on the southerly right of way of Knightsbridge Drive and being witnessed by a found 5/8" iron pin (capped "TGA 6452"), South 57°32'48" West, 0.62 feet and being the **True Point of Beginning**;

thence, leaving the southerly right of way of said Knightsbridge Drive and with the boundary of said Lot #30897 for the following two courses:

- 1) South 05° 33' 06" West, 500.00 feet to a found Mag Nail;
- 2) South 84° 26' 50" East, (passing a found 5/8" iron pin capped "Bayer Becker" at 167.49 feet and a found 5/8" iron pin capped "Bayer Becker" at 178.99 feet) 609.49 feet to a found 5/8" iron pin capped "TGA 6452" on the westerly right of way of University Boulevard;

thence, leaving the boundary of said Lot #30897 and with the westerly right of way of said University Boulevard, South 05° 33' 10" West, 142.56 feet to a set 5/8" iron pin on the northeast corner of Part of Lot #25409 and being the lands of The President and Trustees of Miami University as recorded in Official Record 7536, Page 1859 of the Butler County, Ohio Recorder's Office;

thence, leaving the westerly right of way of said University Boulevard and on a new division line through said part of Lot #25409 as recorded in Official Record 7501, Page 373 of the Butler County, Ohio Recorder's Office for the following two courses:

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- 1) North 84° 26' 50" West, 969.71 feet to a set 5/8" iron pin;
- 2) North 05° 33' 06" East, 642.56 feet to a set 5/8" iron pin on the southerly right of way of said Knightsbridge Drive;

thence, leaving said new division line and with the southerly right of way of said Knightsbridge Drive, South 84° 26' 50" East, 360.22 feet to the **True Point of Beginning** containing 318,355 square feet or 7.308 acres of land more or less.

The above description was prepared from a field survey prepared by Bayer Becker, Brian R. Johnson, Professional Land Surveyor #8484 in the State of Ohio, October 11, 2021. The Plat of which is recorded in Volume 63, Page 31 of the Butler County Engineers Record of Land Surveys.

Basis of Bearings: NAD83 (2011) GPS Observations (O.D.O.T. VRS/RTK Network, Ohio South Zone 3402). Fieldwork completed October 11, 2021.

All iron pins set are 5/8" diameter rebar 30" long with a plastic cap stamped "Bayer Becker".

### **TRACT II: Auditor's Parcel No. P6461-003-000-008**

Situated in the State of Ohio, Between the Miamis, Section 1, Town 1, Range 3, Sixth Ward, North Side, City of Hamilton, Butler County and being 7.308 Acres of land in Part of Lot #25409 as known and designated on the list of lots in said City of Hamilton and being the lands of VORA TECHNOLOGY PARK, LLC, as recorded in Official Record 7501 Page 373 of the Butler County, Ohio Recorder's Office and being further described as follows:

Beginning at the northwest corner of Lot #30897 of said City of Hamilton and being the lands of The President and Trustees of Miami University as recorded in Official Record 8398, Page 628 of the Butler County, Ohio Recorder's Office and being on the southerly right of way of Knightsbridge Drive and being witnessed by a found 5/8" iron pin (capped "TGA 6452"), South 57°32'48" West, 0.62 feet and being the **True Point of Beginning**;

thence, leaving the southerly right of way of said Knightsbridge Drive and with the boundary of said Lot #30897 for the following two courses:

- 1) South 05° 33' 06" West, 500.00 feet to a found Mag Nail;
- 2) South 84° 26' 50" East, (passing a found 5/8" iron pin capped "Bayer Becker" at 167.49 feet and a found 5/8" iron pin capped "Bayer Becker" at 178.99 feet) 609.49 feet to a found 5/8" iron pin capped "TGA 6452" on the westerly right of way of University Boulevard;

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Riverbend Commercial Title Services LP, as agent for Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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thence, leaving the boundary of said Lot #30897 and with the westerly right of way of said University Boulevard, South 05° 33' 10" West, 142.56 feet to a set 5/8" iron pin on the northeast corner of Part of Lot #25409 and being the lands of The President and Trustees of Miami University as recorded in Official Record 7536, Page 1859 of the Butler County, Ohio Recorder's Office;

thence, leaving the westerly right of way of said University Boulevard and on a new division line through said part of Lot #25409 as recorded in Official Record 7501, Page 373 of the Butler County, Ohio Recorder's Office for the following two courses:

- 1) North 84° 26' 50" West, 969.71 feet to a set 5/8" iron pin;
- 2) North 05° 33' 06" East, 642.56 feet to a set 5/8" iron pin on the southerly right of way of said Knightsbridge Drive;

thence, leaving said new division line and with the southerly right of way of said Knightsbridge Drive, South 84° 26' 50" East, 360.22 feet to the **True Point of Beginning** containing 318,355 square feet or 7.308 acres of land more or less.

The above description was prepared from a field survey prepared by Bayer Becker, Brian R. Johnson, Professional Land Surveyor #8484 in the State of Ohio, October 11, 2021. The Plat of which is recorded in Volume 63, Page 31 of the Butler County Engineers Record of Land Surveys.

Basis of Bearings: NAD83 (2011) GPS Observations (O.D.O.T. VRS/RTK Network, Ohio South Zone 3402). Fieldwork completed October 11, 2021.

All iron pins set are 5/8" diameter rebar 30" long with a plastic cap stamped "Bayer Becker".

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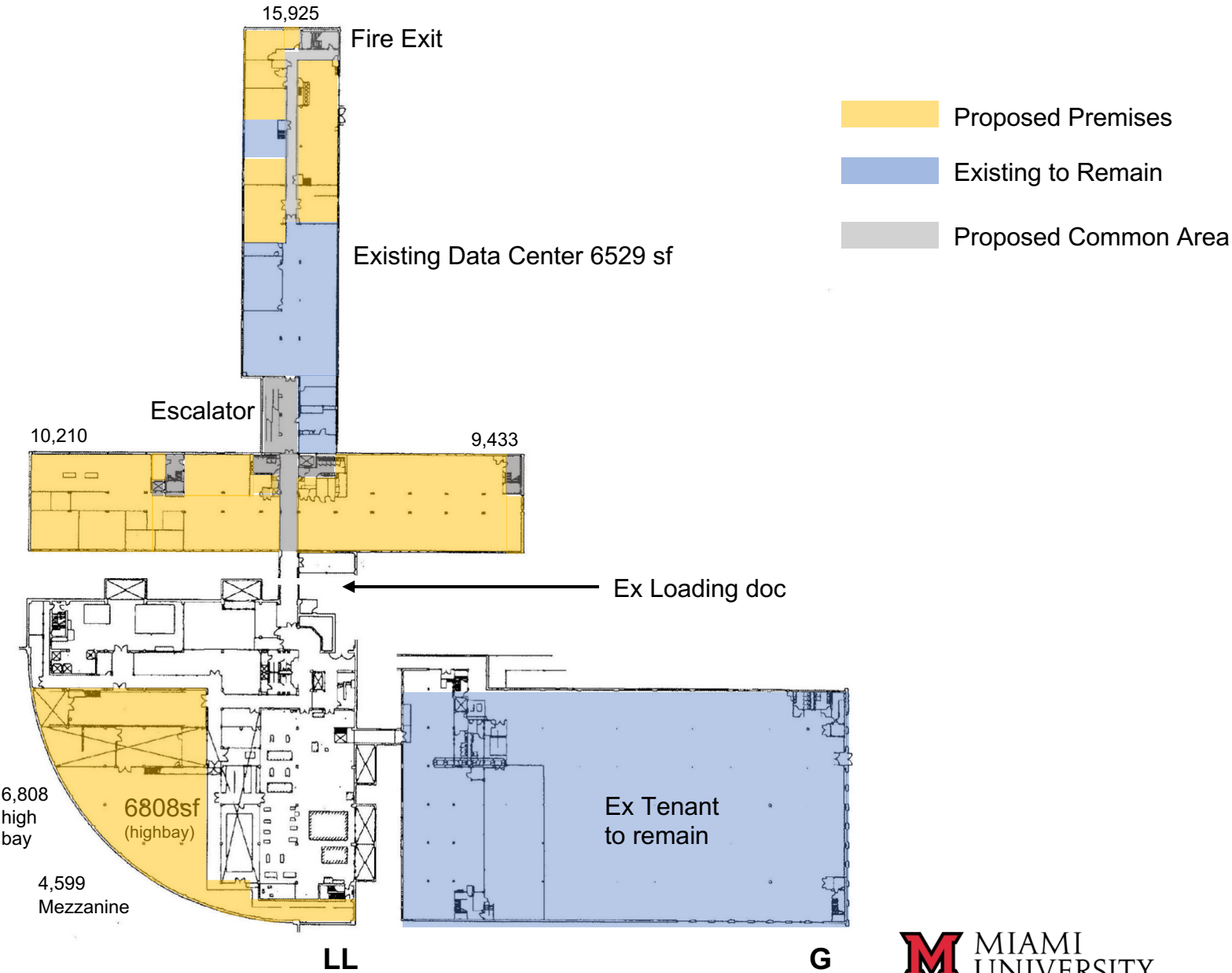
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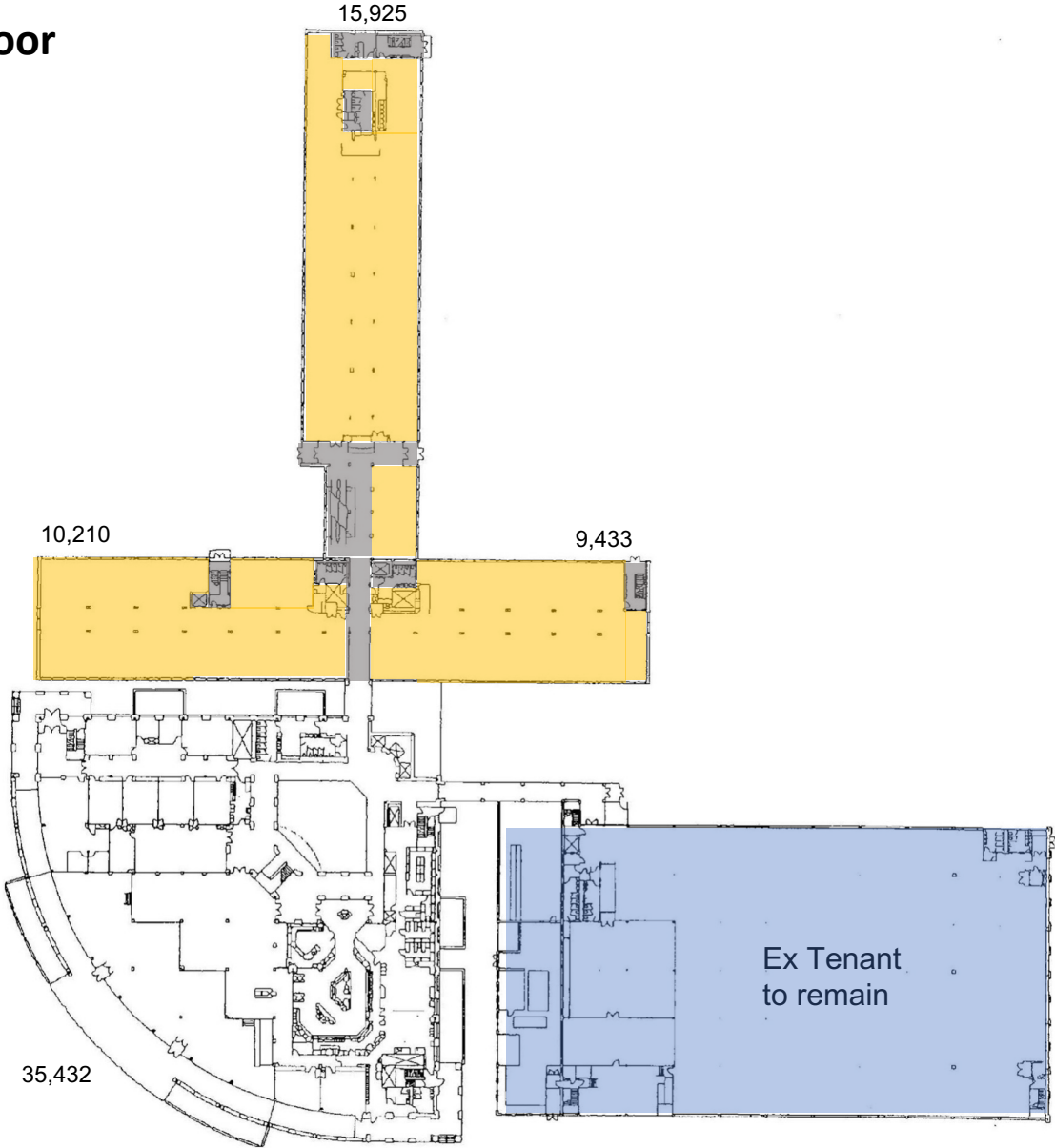
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# Proposed Space Allocation – Lower Level



# Proposed Space Allocation – First Floor



FLOOR 1



# Proposed Space Allocation

