

CEL-18:111

LEASE AGREEMENT

LESSOR: DJM LAKESIDE, LLC

LESSEE: THE CLEVELAND ELECTRIC ILLUMINATING COMPANY

PREMISES: The 1st floor Warehouse Space and Dock Space (the space collectively comprises 30,000 square feet) (outlined in the diagram attached as "Exhibit A") of the **COMMERCIAL BUILDING**
LOCATED AT:
4900 Lakeside Ave.
CLEVELAND, OHIO 44115

LEASE AGREEMENT

This Lease is entered into on the date set forth below, by and between **DJM Lakeside, LLC**, an Ohio limited liability company, who with its successors and assigns, is hereinafter referred to as "LESSOR", and **The Cleveland Electric Illuminating Company**, an Ohio corporation, who with its successors and permitted assigns is hereinafter referred to as "LESSEE".

1. **Premises.**

A. LESSOR does hereby let and lease unto the LESSEE a portion of the commercial building (the "Commercial Building") known and described as follows, to-wit: warehouse and dock space on the 1st floor of the Commercial Building (the combined space collectively comprises 30,000 square feet) located at 4900 Lakeside Ave., Cleveland, Ohio 44115, and outlined in the diagram attached hereto as "**Exhibit A**" (the "Premises").

B. Condition of Premises.

(1) LESSOR agrees that the Premises will be clean and secure.

(2) As of the Commencement Date, LESSEE hereby accepts the Premises in their present condition, "AS IS"

2. **Use.**

A. Said Premises are to be used and occupied for storage of electrical equipment and vehicles and for such activities incidental thereto. LESSEE shall not engage in any conduct or activity which is not consistent with the foregoing. LESSEE shall comply with all applicable laws and ordinances, and with all of LESSOR'S rules and regulations as the same shall be from time to time established by LESSOR.

B. Use of Common Areas. LESSEE shall have the right to use the common areas of the Commercial Building, in common with LESSOR and other tenants of LESSOR at the Commercial Building. Such use of the common areas shall be reasonable and shall be in such manner as is beneficial to the entire Commercial Building and all tenants thereat.

3. **Term of Lease.**

A. **Initial Term.** The initial term (the "Initial Term") hereof shall commence as of November 1, 2015 (the "Commencement Date"), and shall expire on October 31, 2025.

B. **Options to Renew.**

A. Provided that LESSEE has fully complied with all terms and provisions hereof during the Initial Term, LESSEE shall have the right and option to renew this Lease for an additional term of five (5) years (the "First Option"), upon the same terms and provisions as set forth herein (the "First Option Term"), except that rent shall be increased as is set forth in Paragraph 5 B (1) below. The Option granted herein must be exercised by written notice to LESSOR not less than one hundred eighty (180) days prior to the expiration of the Initial Term hereof. Failure to timely exercise such option shall result in said First Option being null and void; time being of the essence herein.

B. Provided that LESSEE has fully complied with all terms and provisions hereof during the First Option Term, LESSEE shall have the right and option to renew this Lease for an additional

term of five (5) years (the "Second Option"), upon the same terms and provisions as set forth herein (the "Second Option Term"), except that rent shall be increased as is set forth in Paragraph 5 B (2) below. The Second Option granted herein must be exercised by written notice to LESSOR not less than one hundred eighty (180) days prior to the expiration of the First Option Term hereof. Failure to timely exercise such option shall result in said Second Option being null and void; time being of the essence herein.

4. **Security Deposit.** Upon the signing hereof, LESSEE shall deposit with LESSOR, a security deposit in the amount of \$10,000.00, to secure LESSEE'S faithful performance of all the terms of the within agreement; which sum LESSOR agrees to refund to the LESSEE, after LESSEE surrenders the premises at the expiration of the Lease term or any renewal thereof, provided that all of the terms of this Lease Agreement have been complied with, less any deduction for any damages to the Premises or other amounts due LESSOR as set forth herein, and without prejudice to any future claim of LESSOR for damages and/or rent or other amounts due LESSOR in excess of said sum. Should damages to the Premises exceed the security deposit, LESSEE agrees to reimburse LESSOR for such excess amount.

5. **Fixed Monthly Rent/Additional Rent.**

A. **Fixed Monthly Rent – Initial Term.** During the Initial Term, the Fixed Monthly Rent shall be \$10,000.00.

B. **Fixed Monthly Rent – Option Terms.**

(1) In the event that the First Option to renew provided above is exercised, the Fixed Monthly Rent during the First Option Term shall be \$10,500.00 per month (which is an increase of 5% over the Fixed Monthly Rent paid during the last year of the Initial Term).

(2) In the event that the Second Option to renew provided above is exercised, the Fixed Monthly Rent during the Second Option Term shall be \$11,025.00 per month (which is an increase of 5% over the Fixed Monthly Rent paid during the First Option Term).

C. The Fixed Monthly Rent shall be payable at the office of LESSOR or of LESSOR'S agent. Each monthly installment due hereunder shall be paid in advance upon the first day of every calendar month during said term. Any payment not received by LESSOR by the fifth (5th) day of the month, shall bear a late charge equal to 5% of the Fixed Monthly Rent payment which is at that time past due.

SECTIONS 6 & 7 INTENTIONALLY DELETED.

8. **Utilities.** As additional rent, LESSEE shall pay all charges for gas, electricity, rubbish removal, and any and all other utilities and services used in or on the leased Premises by LESSEE, which are separately metered to LESSEE; which amounts shall be paid by LESSEE directly to the utility company furnishing same immediately on becoming due. LESSEE shall hold LESSOR harmless from any liability therefor. In the event that a utility company furnishing any utility service bills directly to LESSOR (such as water and sewer), LESSEE shall pay its Proportionate Share of such bill for the Commercial Building to LESSOR within ten (10) days after presentation by LESSOR of a copy of such bill.

9. **Real Estate Taxes and Assessments.** Annual real estate taxes and assessments are included in the Fixed Monthly Rent payment due and payable to LESSOR.

10. **Indemnity and Insurance.**

A. LESSEE agrees to indemnify, defend and save harmless LESSOR from and against any penalty, damages, charges or costs imposed or resulting from any violation of any law, order of governmental agency or ordinance, occurring at the Premises, not caused by the negligent acts or omissions of LESSOR, its successors and assigns, and that LESSEE will at all times indemnify, defend and save harmless LESSOR from and against all claims, losses, costs, damages or expenses arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever or whatsoever, not caused by the negligent acts or omissions of LESSOR, its successors and assigns and will indemnify, defend and save harmless LESSOR from and against any and all claims and any and all losses, costs, damages or expenses directly or indirectly arising out of or relating to the leased Premises, LESSEE'S use thereof, and any failure of LESSEE in any respect to comply with or perform all the requirements and provisions of this Lease, not caused by the negligent acts or omissions of LESSOR, its successors and assigns. LESSEE shall and hereby does, indemnify and agree to hold LESSOR harmless, from any costs, expenses, liabilities, and damages, of any and all kind and nature whatsoever, resulting from LESSEE'S use and occupancy of the Premises leased hereunder, not caused by the negligent acts or omissions of LESSOR, its successors and assigns

B. (1) LESSEE agrees that, at its own cost and expense, it will procure and continue in force, in the name of LESSEE, LESSOR, and LESSOR'S mortgagee(s) (if required by said mortgagee) as additional insureds as their interests may appear, general liability insurance against any and all claims for injuries to persons occurring in, upon or about the Premises (including the exterior grounds and parking areas), including all damage to any appurtenances now or hereafter erected on the Premises during the term of this Lease, such insurance at all times to be in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence.

(2) LESSEE agrees that, at its own cost and expense, it will procure and continue in force fire, extended coverage and all other perils commonly referred to as "all risk" insurance, written at one hundred percent (100%) replacement cost value to the extent possible, covering all of LESSEE'S personal property, equipment and trade fixtures in or on the Premises including, without limitation, any property removable by LESSEE pursuant to the provisions of this Lease and all leasehold improvements installed in the Premises by LESSEE.

(3) All such insurance shall be written with a company or companies authorized to engage in insurance in the State of Ohio, and there shall be delivered to LESSOR customary insurance certification evidencing such paid-up insurance and copies of the policies. Such insurance shall further provide that the same may not be canceled, terminated or modified unless the insurer gives LESSOR and LESSOR'S mortgagee(s) (if applicable) at least ten (10) days prior written notice thereof.

(4) LESSEE may Self-Insure any of the coverages required by section 10.B provided that LESSEE maintains a Self-Insurance program.

C. **All Risk, Fire & Extended Coverage Insurance.** During the term of this Lease and all renewals or extensions thereof, LESSOR shall maintain "all risk" fire and extended coverage insurance on the buildings and improvements on the subject Premises, including loss of rent or income coverage. LESSEE shall pay to LESSOR, as additional rent, LESSEE'S Proportionate

Share of the cost of such insurance as is hereafter set forth. LESSEE shall pay to LESSOR, a monthly amount equal to one-twelfth (1/12) of the Proportionate Share of annual cost for such insurance, which monthly charge for insurance shall be due and payable to LESSOR at the same time that the Fixed Monthly Rental installments are due and payable to LESSOR. Such monthly amounts for insurance shall be adjusted from time to time based on the annual premium(s) for such insurance. In the event that the monthly amounts paid to LESSOR are less than the actual insurance premium(s), LESSEE shall pay to LESSOR such deficit within ten (10) days after receipt of a statement from LESSOR. If LESSEE fails to pay the amount due for such insurance within the ten (10) day time period set forth above, such failure to pay shall constitute a "Monetary Default" as is hereinafter defined.

11. **Damage or Destruction.**

A. (1) If the Premises shall be destroyed or so injured by any cause as to be unfit in whole or in part for occupancy and such destruction or injury could reasonably be repaired within six (6) months from the happening of such destruction or injury, then, LESSEE and LESSOR shall cooperate to repair the Premises from the proceeds of the foregoing insurance and from any other insurance proceeds, and LESSEE'S own funds to the extent of any deductible amount, with all reasonable speed and shall substantially complete such repairs and restoration within six (6) months from the happening of such injury (subject to delays beyond the control of LESSOR); and, rent shall abate during any period that LESSEE is unable to use all of the Premises, and rent shall abate proratably during any period that LESSEE is unable to use any portion of the Premises.

(2) If such destruction or injury cannot reasonably be repaired within six (6) months from the happening thereof, LESSOR shall have the option to repair/rebuild or to terminate this Lease. LESSOR shall notify LESSEE whether or not LESSOR will rebuild or repair within 30 days after the event causing such damage. If LESSOR elects not the rebuild or repair, this Lease shall be terminated, and in which event all insurance proceeds payable for the destruction of the buildings and the leasehold improvements and fixtures, excluding trade fixtures, shall belong to LESSOR.

(3) If LESSOR elects to rebuild or repair, LESSOR shall specify the time within which such repairs or reconstruction will be substantially completed, and LESSEE shall have the option, within thirty (30) days after the receipt of such notice, to elect either to terminate this Lease and further liability hereunder (in which event all insurance proceeds payable for the destruction of the leasehold improvements and fixtures excluding trade fixtures shall belong to LESSOR), or to continue this Lease and to extend the then current term of the Lease by a period of time equivalent to the time from the happening of such destruction or injury until the Premises are substantially restored to their former condition. In the event LESSEE elects to continue this Lease and to extend the term of the Lease, LESSOR shall substantially restore the Premises to their former condition within the time specified in the notice from the aforesaid insurance proceeds and any other insurance (subject to delays beyond the control of LESSOR), and rent shall continue to abate proratably during any period that LESSEE is unable to use any portion of the Premises as provided above, for the period from the time of such destruction or injury until the Premises are substantially restored to their former condition.

B. **Waiver of Subrogation:** Provided and so long as the provisions of this paragraph do not result loss or denial of coverage, or in invalidation or cancellation of the insurance policies on the building or the contents thereof, or constitute a defense to any claim for loss under said policies, LESSOR and LESSEE agree to and by these presents do hereby waive all rights of recovery and

cause of action against LESSEE and LESSOR, respectively, and their respective officers, employees, servants, agents and all parties claiming through or under this lease, for any damage to or destruction of the Premises or the contents thereof caused by any of the perils embraced within the fire and extended coverage (and if applicable, additional perils) insurance policies of LESSOR and/or LESSEE, respectively, notwithstanding, the fact that said damage shall be due to the negligence of any or all of the perils in whose favor this provision operates.

12. **Compliance with Law.** LESSEE will use and occupy said Premises and appurtenances in a careful, safe and proper manner, and will at LESSEE'S expense comply with the directions of the proper public officers as to the use, repair and maintenance thereof; and LESSEE will not allow said Premises to be used for any purpose other than that hereinbefore specified, and will not permit said Premises to be used for any unlawful purpose or in any way that will injure the reputation of the same.

13. **Alterations, Improvements and Fixtures.**

A. **LESSEE'S Work.** Except as is set forth below, LESSEE may perform any work necessary to prepare the Premises for its use ("LESSEE'S Work"). All of LESSEE'S Work shall be performed at LESSEE'S sole cost and expense and in a good and workmanlike manner. Prior to commencing LESSEE'S Work, LESSEE shall obtain LESSOR'S approval of LESSEE'S work plans, which approval shall not be unreasonably withheld, conditioned or delayed. LESSOR shall give such approval or provide LESSEE with its request for changes, within five (5) business days (a "business day" being Monday through Friday) of LESSOR'S receipt of LESSEE'S work plans. If LESSOR does not provide such approval or requests for changes within such five (5) business days period, LESSOR shall be deemed to have approved the plans. LESSEE shall not permit any lien or liens to be filed against the Premises in connection with such LESSEE'S Work.

B. After completion of LESSEE'S Work, LESSEE shall not alter or improve the leased Premises without the prior written consent of LESSOR to do so, which consent shall not be unreasonably withheld. In the event of such consent, all such work on the Premises shall be performed in a good and workmanlike manner, and LESSEE shall timely pay all amounts due and owing for such improvements. LESSEE shall not permit any lien or liens to be filed against the Premises in connection with such work. LESSEE shall not remove any such improvements, additions, alterations, or fixtures without the prior written consent of LESSOR, and provided further, that on expiration or sooner termination of this lease, all improvements, including fixtures and any addition, alteration, or repair to the Premises placed on or made to the Premises by LESSEE during the term hereof, shall revert to and become the absolute property of LESSOR, free and clear of any and all claims against them by LESSEE or any third person, and LESSEE hereby agrees to hold LESSOR harmless from any claims that may be made against such improvements by any third persons. Notwithstanding the foregoing, provided that LESSEE is not in default of any term or provision hereof, LESSEE shall have the right its personal property located or stored at the Premises by LESSEE, which removal must be made prior to the expiration of the term of this Lease; and in the event of any damages to the Premises as a result of such removal of such personal property, the same should be restored and repaired by LESSEE prior to the expiration date hereof.

14. **LESSOR Not Liable.** That the LESSOR shall not be liable to LESSEE or to any other person or entity for any damage occasioned by LESSEE'S failure to keep said Premises in good order maintenance and repair and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam, or other pipes, or sewage or the bursting, leaking or running of any cistern, tank, washstand, water closet or waste pipe in, above, upon or about said building or Premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof,

skylight, trap-door or otherwise, nor for any damage arising from acts of negligence of any other person or entity, or any owners or occupants of adjoining or contiguous property.

15. **Access By LESSOR.** The LESSOR may have free access to the Premises at all reasonable times during normal business hours upon reasonable notice, for any and all purposes permitted in this Lease, as well as for the purpose of examining same and showing same for sale to any prospective buyer, and for any other reasonable purpose, and also during the last month of the term of this lease for the purpose of exhibiting said Premises to any prospective tenant.

16. **Surrender.** That LESSEE will deliver up and surrender to the LESSOR possession of the Premises hereby leased upon the expiration of this lease or its termination in any way, in as good condition and repair as the same shall be at the commencement of said term, (ordinary wear only excepted) and deliver the keys at the office of LESSOR or LESSOR'S agent. Any and all personal property and equipment of LESSEE shall be removed from the subject Premises prior to the expiration of this Lease. LESSEE shall fully and properly restore and repair any damages to the Premises resulting from the removal of any such property or equipment. Any property or equipment of LESSEE remaining upon the Premises after the expiration hereof shall, at the option of LESSOR, become the absolute property of LESSOR, or LESSOR may cause the same to be removed, and in such event LESSEE shall be solely responsible to pay LESSOR the cost of such removal, and any cost to repair and restore the Premises.

17. **Quiet Enjoyment.** The LESSOR hereby covenants and agrees that if the LESSEE shall perform all the covenants and agreements herein stipulated to be performed on LESSEE'S part, the LESSEE shall at all times during said term have the peaceable and quiet enjoyment and possession of said Premises without any manner of let or hindrance from LESSOR or any person or persons lawfully claiming said Premises.

18. **Rent Demand.** That every demand for rent due wherever and whenever made shall have the same effect as it made at the time it falls due and at the place of payment or on the Premises; and after the service of any notice or commencement of any suit, or final judgment therein, LESSOR may receive and collect any rent due, and such collection or receipt shall not operate as a waiver of nor affect such notice, suit or judgment. Any notice or summons to be served by or on behalf of LESSOR upon LESSEE under this lease or in connection with any proceeding or action growing out of this Lease or the tenancy arising therefrom, may be sufficiently served by leaving such notice of summons addressed to LESSEE upon the said demised Premises.

19. **Default.**

A. If LESSEE shall allow the Fixed Monthly Rent or any other monetary amount to be paid to LESSOR or to any other party hereunder to be in arrears more than five (5) days (a "Monetary Default"), or shall remain in default under any other condition of this lease (a "Non-Monetary Default") for a period of thirty (30) days after written notice from LESSOR, its attorney or agent (the "Cure Period"), or should any person other than LESSEE secure possession of the Premises, or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, LESSOR may at its option, without notice to LESSEE, terminate this Lease, or in the alternative, LESSOR may reenter and take possession of said Premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass, and relet the Premises or any part thereof, for all or any part of the remainder of said term, to a party satisfactory to LESSOR, and at such Fixed Monthly Rental as LESSOR may with reasonable diligence be able to secure. Should LESSOR be unable to relet after reasonable efforts to do so, or should such Fixed Monthly Rental be less than the rental LESSEE was obligated to pay under this Lease, or any renewal thereof, plus the expense of reletting, then LESSEE shall

pay the amount of such deficiency to LESSOR. Further, in the event of an uncured default, LESSOR may exercise its rights under the Security Agreement referred to in Paragraph 24 below.

B. All rights and remedies of LESSOR under this lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

20. **Condemnation.**

A. If during the term of this Lease or any extension or renewal thereof, all of the leased Premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective as of the date of the taking of said Premises by the condemning authority.

B. If less than all of the leased Premises shall be taken for any public or quasi-public use under any law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall not terminate but LESSOR shall forthwith at his sole expense, restore and reconstruct the building and other improvements, situated on the leased Premises, provided such restoration and reconstruction shall make the same reasonably tenantable and situatable for the uses for which the Premises are leased. The rent payable hereunder during the reconstruction period shall be adjusted based on the proportion of the Premises which are unusable and the period of time the same are unusable. The rent for the unexpired portion of this Lease after such reconstruction shall also be adjusted equitably, based on the percentage of the Premises usable by LESSEE. Notwithstanding the foregoing, LESSEE shall have the right to terminate the Lease in the event that the Premises, as a result of such partial taking, are no longer sufficient for LESSEE'S purposes.

C. LESSOR and LESSEE shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings. The termination of this lease shall not affect the rights of the respective parties to such awards.

21. **Extension of Term.**

A. Except as is otherwise provided in this Lease, if the option to renew the Lease term is not exercised for any reason, including the parties not agreeing on the new rental rate for the option period, at the end of the current term this Lease shall continue on the terms and conditions contained in this lease and in force prior to the expiration of the current term, on a month-to-month tenancy basis at a monthly rental rate equal to 125% of the current Fixed Monthly Rent, until terminated by either LESSOR or LESSEE by giving the other party written notice of termination at least thirty (30) days prior to the date of termination.

B. If LESSOR gives written notice prior to the expiration of any term created under this lease of its intention to change the terms and conditions of this lease and LESSEE does not within ten (10) days from receipt of such notice notify LESSOR of LESSEE'S intention to terminate at the end of the current term, LESSEE will be deemed to have become a month to month tenant under the terms and conditions set forth in such notice from LESSOR.

22. **Assignment and Sublease/Change of LESSEE'S Ownership.**

A. LESSEE shall not assign this lease nor sublet all or any portion of the leased Premises without the prior written consent of LESSOR, which shall not be unreasonably withheld, and which shall be subject to the following provisions, and the other terms and provisions of this

Lease; further, in the event of an assignment which is consented to by LESSOR, LESSEE shall remain fully liable hereunder.

B. Further, the parties acknowledge that the Fixed Monthly Rent amount set forth herein is specific to LESSEE, as the internal ownership of LESSEE is presently constituted. Therefore, any change in controlling ownership of LESSEE shall be deemed an "assignment" for the purposes hereof. For the purposes hereof, "controlling ownership" shall mean 51% ownership.

C. Further, in the event of any assignment or any attempted assignment, such assignment shall be subject to such assignee and LESSOR (or its assigns) being able to agree to modify this Lease by increasing the Fixed Monthly Rent to a Fixed Monthly Rent amount which is agreeable between LESSOR and said proposed assignee.

23. **Assignment by LESSOR.** LESSOR is expressly given the right to assign any or all of its interest under the terms of this lease, subject to the terms hereof.

24. **Notices and Addresses.** All notices provided to be given under this agreement shall be given by: (i) certified mail or registered mail, addressed to the proper party, at the following address:

LESSOR: DJM LAKESIDE, LLC
Attn: Joseph T. George
20899 Lorain Road
Fairview Park, Ohio 44126

With a Copy to: Bliss, Hoty-Bliss & Associates
20899 Lorain Road
Fairview Park, Ohio 44126

LESSEE: The Cleveland Electric Illuminating Company.
Attn: Real Estate
76 South Main Street.
Akron, Ohio 44308

or, (ii) by personal delivery to the party intended to receive such notice at the address set forth above; or (iii) by email or fax, provided that the receipt thereof is, has been, or can be confirmed.

25. **Parties Bound.** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.

26. **Ohio Law To Apply.** This agreement shall be construed under and in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. The parties acknowledge that all obligations of the parties created hereunder are performable in Cuyahoga County, Ohio.

27. **Legal Construction.** In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

28. **Sole Agreement of the Parties.** This lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

29. **Amendment.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

30. **Rights and Remedies Cumulative.** The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

31. **Waiver of Default.** No waiver by the Parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

32. **Attorneys' Fees.** In the event LESSOR or LESSEE breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

33. **Excuse.** Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

34. **Time of Essence.** Time is of the essence of this Agreement.

35. **Exculpation of LESSOR.** If during the term hereof, or any renewal thereof, LESSOR shall convey title to the demised Premises pursuant to a sale or exchange of property, the LESSOR shall not be liable to LESSEE or any immediate or remote assignee or successor of LESSEE as to any act or omission from and after such conveyance. However, as to the new owner of the Premises, this Lease shall remain in full force and effect.

36. **Subordination of Lease.** This Lease is and shall always be subordinate to any Land Contract or mortgage agreement between LESSOR, and any and all other existing mortgages against the subject real estate, and any and all mortgages obtained by LESSOR, their heirs or assigns, in the future. Notwithstanding the foregoing, with respect to any and all mortgages obtained by LESSEE after the date of this Lease Agreement, this Lease shall be subordinate to such mortgages, provided that such mortgagee to whom this lease is subordinate recognizes the rights of LESSEE under this Lease so long as LESSEE duly performs its obligations and duties hereunder.

37. **Non-Disturbance.** It is the express intent of the parties hereto that so long as no event of "Default" (as defined in the Lease) shall have occurred, foreclosure of any mortgage, the voluntary or involuntary transfer of ownership of the Premises, or the exercise of any other remedies provided thereof, or provided in any other instrument securing the indebtedness secured by a mortgage, or the delivery of a deed-in-lieu of foreclosure, shall not, of itself, result in the termination of the Lease, but that any purchaser or other grantee upon foreclosure of the mortgage or a conveyance in lieu of foreclosure shall thereby automatically succeed to the position of the Lessor under the Lease, and

as amended, including provisions pertaining to renewals and options to purchase, if any. With respect to any mortgage or security obtained by LESSOR regarding the Premises, LESSOR shall obtain written consent from any lender concerning this Non-Disturbance provision.

38. **Recording.** This Lease or a Memorandum hereof may be filed for record by LESSEE or LESSOR.

39. **Signs.** Any and all exterior business signs and advertising of LESSEE, shall fully comply with all applicable laws and ordinances, and shall be subject to LESSOR'S prior approval.

40. **Effective Date.** The effective date hereof (the "Effective Date") shall be the latest date that this Lease is signed by a party hereto.

(SIGNATURE PAGE ON NEXT PAGE)

Signed by LESSOR this 7th day of NOVEMBER, 2015; and

Signed by LESSEE this 6th day of November, 2015.

LESSOR:

DJM LAKESIDE, LLC

By: Joseph T. George
Joseph T. George, Vice President

LESSEE:

**THE CLEVELAND ELECTRIC
ILLUMINATING COMPANY**

By: [Signature]
John Skory, Regional President,
The Cleveland Electric Illuminating
Company

STATE OF OHIO) SS
CUYAHOGA COUNTY)

Before me, a Notary Public, in and for said County and State, personally appeared the above named Joseph T. George, as the Vice President of DJM LAKESIDE, LLC, the LESSOR in the foregoing instrument, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such officer of LESSOR.

Witness by hand and official seal this 9th day of November, 2015.



CHARLES SHUCK
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
September 07, 2019
Recorded in
Cuyahoga County

[Signature]
NOTARY PUBLIC

STATE OF OHIO) SS
COUNTY CUYAHOGA)

Before me, a Notary Public, in and for said County and State, personally appeared the above named John Skory, as the Regional President of The Cleveland Electric Illuminating Company, the LESSEE in the foregoing instrument, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed individually and as such officer of LESSEE.

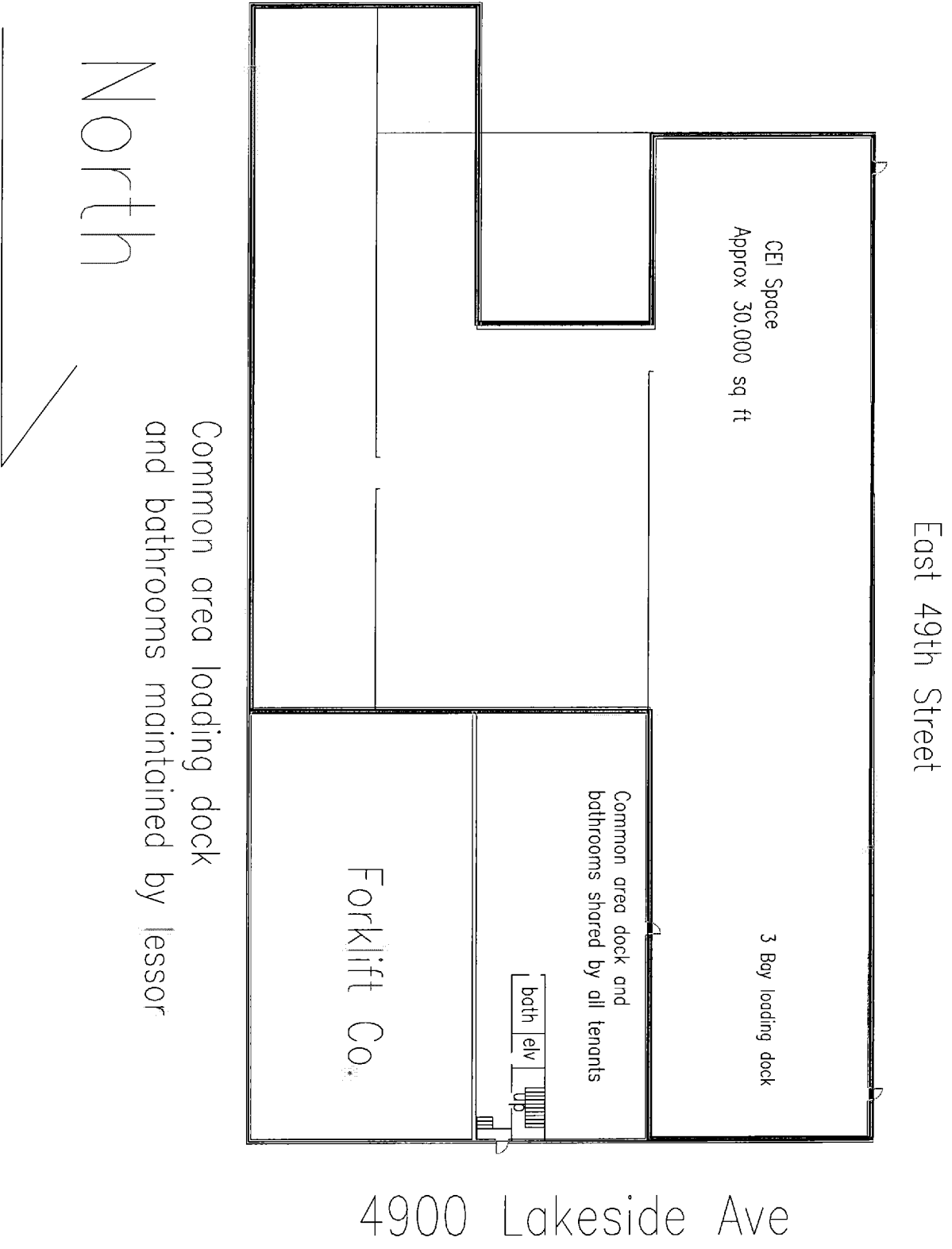
Witness my hand and official seal this 6th day of November, 2015.

Debra L. Cordea
NOTARY PUBLIC



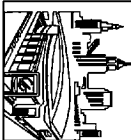
Debra L. Cordea
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 12/27/2019

EXHIBIT "A"



4900 Lakeside Ave

SCALE: NTS

A-1	4900 LakeSide Layout		Mills Custom Woodworks 3850 Prospect Ave CLEVELAND, OHIO 44115
	2015 First Floor		