



Minutes of the
Mental Health, Addiction and Recovery Services Board of Lorain County
Board Meeting held on March 24, 2026
at the Safe Harbor, Inc., 2929 West River Road N, Elyria, OH 44035

Board Members Present: Mike Babet, Tim Barfield, Kreig Brusnahan, Tim Carrion, Wanda Ewing, Michele Flanagan, Paulette Grace, Thomas Lumsden, Pat McGervey, John Nisky, Clifton Oliver, Sandra Premura, Mark Skellenger, Dan Urbin

Board Members Absent: Monica Bauer, Michael Finch, James Schaeper

CALL TO ORDER

Chair Daniel T. Urbin called the meeting to order at 5:32 p.m. Roll call was taken and a quorum found.

OATH OF OFFICE

Kreig Brusnahan administered the oath of office to newly appointed Board Member Christina Kalnicki. Mrs. Kalnicki was appointed by the Lorain County Commissioners to fill a partial term ending 6/30/2027.

PRESENTATION

Jill Psota-Vazquez, Executive Director of Safe Harbor, Inc., shared the work being done and some upcoming projects they hope will be completed by summer of 2026.

APPROVAL OF MINUTES – Dan Urbin (roll call vote)

RESOLUTION No. 26-03-01 Kreig Brusnahan made a motion to approve the February 24, 2026 board meeting minutes. Seconded by Mark Skellenger. Roll Call Vote. Motion carried. Minutes approved as is.

COMMITTEE REPORTS (reports attached)

- CP&O Committee – John Nisky
- Finance Committee – Wanda Ewing
- Executive Committee – Dan Urbin



Minutes of the
Mental Health, Addiction and Recovery Services Board of Lorain County
Board Meeting held on March 24, 2026
at the Safe Harbor, Inc., 2929 West River Road N, Elyria, OH 44035

CHAIR REPORT by Dan Urbin

Highlights

- a. BODs Self Evaluation and Executive Director Evaluation will go out to board members this week with a deadline to complete and return to Executive Assistant by Friday, April 10th at noon.
- b. The CHIP Hispanic Conference will be held on Saturday, April 25th. There are tickets to the conference and gala available to members.
- c. If you are interested in filling an officer position for FY27, please send an email to the Executive Assistant of your interest.
- d. The Board will have 3 vacant seats after June 30th. If you know anyone that may be interested in joining our Board, please refer them to the website or Executive Assistant.
- e. Volunteers are needed for the upcoming Drug Take Back Day on Saturday, April 25th. Please email the Executive Assistant if you are able to cover an open location.

EXECUTIVE DIRECTOR REPORT by Michael K. Doud

Highlights

- a. Broadway Commons PSH, Lorain, 62-bed Permanent Supportive Housing (PSH), supported by ODBH & Board with \$1.25M awarded for construction. There are requirements for financial closing that will include ongoing financial support from the Board. The project is designed similar to the PSH in Elyria. More information to follow.
- b. ODBH has released the Crisis System Survey that has been designed to identify the availability of services, cost, and challenges faced by local systems. ODBH has contracted with a consultant to lead this initiative. Goal is to have results available May 2026.
- c. Memo from OMB to Governor DeWine on the Consequences of Tax Abolishment has been shared with Board members today. OACHBA and other trade organizations have joined a coalition that will provide nonpartisan voter education and community engagement activities centered around the impact of property tax reform. Many communities are looking for support as they prepare to have a levy on the ballot Fall 2026.

APPROVAL OF CONSENT AGENDA

RESOLUTION No. 26-03-02 Tim Carrion made a motion to approve the Consent Agenda. Seconded by Paulette Grace. Roll Call Vote. Motion carried. Consent Agenda approved as is.



Minutes of the
Mental Health, Addiction and Recovery Services Board of Lorain County
Board Meeting held on March 24, 2026
at the Safe Harbor, Inc., 2929 West River Road N, Elyria, OH 44035

UNFINISHED BUSINESS

None at this time

NEW BUSINESS

None at this time

PUBLIC COMMENT

None at this time

UPCOMING COMMITTEE AND BOARD MEETINGS

- Tuesday, April 14, 2026 at 5:30pm – CP&O Committee Meeting
- Tuesday, April 21, 2026 at 5:30pm – Finance Committee Meeting
- Tuesday, April 28, 2026 at 5:30pm – Board Meeting

ADJOURNMENT

Meeting concluded at 6:04 p.m.

Board Chair

Board Secretary

BOARD OF DIRECTORS

Daniel T. Urbin, Chair

Mike Babet, Vice Chair

Sandra Premura, Secretary

Kreig Brusnahan, Chief Governance Officer

Tim Barfield • Monica Bauer • Tim Carrion • Wanda Ewing

Michael Finch • Michele Flanagan • Paulette Grace • Thomas Lumsden

Pat McGervey • John Nisky • Clifton Oliver • James Schaeper • Mark Skellenger

**MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD
OF LORAIN COUNTY**

APPROVAL OF RESOLUTION

RESOLUTION NO: 26-04-01

WHEREAS, the Mental Health, Addiction and Recovery Services Board of Lorain County (MHARS Board) Executive Director (ED) has determined it necessary and within the administrative and operational process to adopt the following:

Approval of [March 2026](#) Board of Director's Meeting Minutes

Resolution No. [26-04-01](#) was adopted this [28th](#) day of [April 2026](#).



Daniel T. Urbin, Chair

Community Planning and Oversight Committee Report

Tuesday, March 10, 2026 5:30 p.m. MHARS Board Office – Conf Room

COMMUNITY PLANNING AND OVERSIGHT COMMITTEE: The Community Planning and Oversight Committee shall evaluate new programs and determine service gaps and unmet needs in the community. The Committee shall also set standards for evaluating service providers funded by the Board with respect to meeting the service terms of contracts, programs, goals and objectives, and the quality of service, and periodically monitor and review provider status. The Committee shall facilitate the development of a schedule of regular presentations to the BOD pertaining to current programming and emerging needs in the community.

Committee Members Present: John Nisky (Committee Chair), Mike Babet, Kreig Brusnahan, Paulette Grace, Clifton Oliver, Mark Skellenger, Dan Urbin (ex-officio)

Staff Present: Lauren Cieslak, Amanda Divis, Michael Doud, Arielle Edwards, Mark Johnson, Rebecca Jones, Vinaida Reyna, Rick Sherlock

I. Informational Items

- A. Trainings and Outreach Events (see Attachment A)
- Please note the highlighted topics listed, as these are open to the public.

II. Recommendations: *Agenda Process Sheet (APS)*

- A. Transitional Age Youth (TAY) Recovery Housing (see APS 03.26.01)
- Authorization to Provide Funding
 - Kreig Brusnahan made a motion to move the recommendation to the Finance Committee. Seconded by Paulette Grace. All in favor. Motion carries.
- B. Amy Levin Fund Recipients (see APS 03.26.03 – 05)
1. Bellefaire JCB NTE \$10,688.00
 2. OhioGuidestone NTE \$15,966.00
 3. Pathways NTE \$1,270.00
- Clifton Oliver made a motion to move the recommendation to the Finance Committee. Seconded by Mike Babet. All in favor. Motion carries.
- C. FY26 Allocation Increase Crisis Recovery Center (see APS 03.26.02 and Attachment B)
- Riveon NTE \$1,000,000.00
 - Kreig Brusnahan made a motion to move the recommendation to the Finance Committee. Seconded by Paulette Grace. All in favor. Motion carries.

III. Unfinished Business – None at this time

IV. New Business – None at this time

Adjourned at 6:47 p.m.

Following Meeting: Tuesday, April 14, 2026 at 5:30pm at the MHARS Board Conference Room

ATTACHMENT A

UPCOMING TRAININGS AND OUTREACH

MARCH 2026

- | | |
|--|-----------------------|
| 18 – Connecting for Kids Resource Fair at LCCC Ewing Field House 6-8pm | Staff: Peggy Baron |
| 20 – LLC Legacy Gala at Emerald Event Center | Staff: Peggy Baron |
| 23 – Training: Finding Balance Using Mindfulness to Guide Your Clients | Staff: Lauren Cieslak |

APRIL 2026

- | | |
|--|------------------------|
| 7 – Lunch & Learn Series: QPR Training at ALC 1:00pm | Staff: Vinaida Reyna |
| 8 – Wellness Fair - Elyria Public Library's West River Branch | Staff: Lauren Cieslak |
| 14 & 15 – MHFA Training at ALC 12:30-4:30pm | Staff: Tonya Birney |
| 20-21 – ASIST Training at ALC | Staff: Rebecca Jones |
| 25 – CHIP Hispanic Conference at Lorain High School 9-3pm | Staff: Peggy Baron |
| 25 – National Prescription Drug Take Back Day various locations | Staff: Jinx Mastney |
| 25 – Out of the Darkness Walk at LCCC 9-12pm | Staff: Rebecca Jones |
| 27-5/1 – CIT Class of 2026 Training at ALC | Staff: Arielle Edwards |
| 28 – MH & Well Being Training for Rising Titan Collab at UW of Lorain County | Staff: Lauren Cieslak |

MAY 2026

- | | |
|--|------------------------|
| 1 – CIT Class of 2026 Graduation Ceremony at ALC | Staff: Arielle Edwards |
| 18-22 – Peer Recovery Supporter Training at ALC | Staff: Tonya Birney |

*****Events highlighted may be accessed by Board of Directors**

ACRONYMS

ASIST = Applied Suicide Intervention Skills Training
HWC = Handle with Care
LCPH = LC Public Health
MHFA = Mental Health First Aid
NHA = Neighborhood Alliance
QPR = Question Persuade Refer
SPC = Suicide Prevention Coalition

Finance Committee Meeting Report

Tuesday, March 17, 2026 5:30 p.m. Hybrid/Conference Room

FINANCE COMMITTEE: *The Finance Committee shall review all expenditures of the Board monthly financial statements and shall report on these to the BOD. The Committee shall review the annual budget proposed by the Executive Director and shall make recommendations on the annual budget to the BOD. The Committee shall review results from the annual county financial audit and monitor the implementation of any corrective action plans required by the audit.*

Committee Members Present: Wanda Ewing (Committee Chair), Michelle Flanagan, Thomas Lumsden, Sandra Premura (virtual), Mark Skellenger and Dan Urbin (ex-officio)

Staff Present: Michael Doud, Barry Habony and Johann Vakerics

I. Informational Item

1. **List of Contracts** – The Committee reviewed the attached list of *Contracts Authorized by the Executive Director on Behalf of the MHARS Board of Directors*.

II. Recommendations

1. **Approval of the Fiscal Year 26 Statement of Revenue and Expenses and Statement of Cash Position** – The Committee reviewed the attached fiscal year 26 Statement of Revenue and Expenses and Statement of Cash Position, along with supporting schedules for the period ended February 2026 and found them to be in order.

(Resolution 26-03-03) The Committee **Recommends** approval of the fiscal year 26 financial statements for the period ended February 2026.

2. **Approval of the MHARS Board Listing of Expenses** – The Committee reviewed the attached Listing of Expenses for February 2026 totaling \$3,427,204.72 and found them to be in order.

(Resolution 26-03-04) The Committee **Recommends** approval of the MHARS Board February Listing of Expenses.

3. **Approval of the MHARS Board Credit Card Reconciliations** – The Committee reviewed the attached MHARS Board Credit Card Reconciliations for February 2026 and found them to be in order.

(Resolution 26-03-05) The Committee **Recommends** approval of the MHARS Board Credit Card Reconciliations for February 2026.

4. **Approval of the MHARS Board Revised Budget for Fiscal Year 26** – The Committee reviewed the attached MHARS Board Revised Budget for Fiscal Year 26. The budget revisions for fiscal year 26 were found to be in order.

(Resolution 26-03-06) The Committee **Recommends** approval of the MHARS Board Revised Budget for Fiscal Year 26.

Finance Committee Meeting Report

Tuesday, March 17, 2026 5:30 p.m. Hybrid/Conference Room

5. **Approval of Contracts** – The Committee reviewed the attached list of *Contracts to be Authorized by the MHARS Board of Directors* and found them to be in order.

(Resolution 26-03-07) The Committee Recommends that the Executive Director be authorized to execute the *Contracts to be Authorized by the MHARS Board of Directors*.

III. Unfinished Business – None at this time.

IV. New Business – None at this time.

V. Discussion of Consent Agenda Items – The Committee affirmed all recommendations to be placed on the Consent Agenda.

VI. Adjourned at 6:28 p.m.

Next Meeting of the Finance Committee scheduled for Tuesday, April 21, 2026 at 5:30pm at the MHARS Board Office – Conference Room.

Contracts Authorized by the Executive Director on Behalf of the MHARS Board of Directors

March 17, 2026

Vendor	Service Provided	Amount / Period of Performance
Makers Retreat House	Provide short term rental services for training Black Girl Rising	NTE \$800 for 01/13/26 - 03/13/26
*Beautiful Minds Group	ISP Foster Care, Residential and Crisis Services @ contracted per diem rates	Budgeted NTE \$788,255.36 for 7/1/25 - 6/30/26
Mary Cassidy	Provide Trauma-Informed training.	NTE \$300 for 01/20/26 - 05/01/26
* ISP Contract for which the MHARS Board is the Fiscal Agent authorized by the Executive Director per MHARS Board of Director's By-Laws Article IX Section 3.A.1. and the Ohio Revised Code Section 340.041 as an emergency contract for clinical services.		

MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY

STATEMENT OF REVENUES AND EXPENSES FY26

Unaudited

JULY 1, 2025 TO FEBRUARY 28, 2026

	BUDGET		ACTUAL			
	AMENDED FY26 BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	FEBRUARY 2026	VARIANCE	% OF VARIANCE
REVENUES						
Levy 0.6 mill 5-year renewal expires 12/31/27	\$ 4,090,258	\$ 1,873,108	\$ 1,931,445	\$ -	\$ 58,337	3.1%
Levy 1.2 mill 10-year renewal expires 12/31/34	8,748,755	4,008,255	4,130,746	-	122,491	3.1%
Local Grants	19,530	19,530	25,530	6,000	6,000	0.0%
State Allocations & Grants	2,972,012	2,279,009	2,279,009	-	-	0.0%
Federal Allocations & Grants	4,069,576	1,967,351	1,967,351	603,423	-	0.0%
Pass-Through Grants	1,049,252	595,464	595,464	-	-	0.0%
Integrated Services Partnership	1,085,000	721,862	722,767	146,872	905	0.1%
Capital Reimbursements	640,871	-	-	-	-	0.0%
Miscellaneous	122,622	33,345	33,345	-	-	0.0%
TOTAL REVENUES	\$ 22,797,876	\$ 11,497,924	\$ 11,685,657	\$ 756,295	\$ 187,733	0.0%
EXPENSES						
Personnel - Salary & Benefits	\$ 2,375,000	\$ 1,538,630	\$ 1,313,919	\$ 142,873	\$ 224,711	14.6%
Operating	460,000	292,688	227,768	34,414	64,920	22.2%
Printing & Advertising	60,000	35,114	28,142	6,000	6,972	19.9%
Operations - Capital Outlay	80,000	-	-	-	-	0.0%
Crisis Recovery Center - Capital Outlay	2,900,000	1,906,228	912,709	80,627	993,519	52.1%
Auditor & Treasurer Fees - Levy	213,500	85,000	86,702	-	(1,702)	-2.0%
Integrated Services Partnership	1,347,142	864,989	440,178	139,803	424,811	49.1%
Pass-Through Grants	1,049,252	595,464	595,464	-	-	0.0%
Agency & Community	4,164,977	2,298,107	1,855,579	221,221	442,528	19.3%
Crisis Recovery Center - Operations	2,191,461	1,230,810	1,015,356	597,119	215,454	17.5%
Network Agency Contracts	14,279,823	8,335,026	8,157,185	2,348,020	177,841	2.1%
TOTAL EXPENSES	\$ 29,121,155	\$ 17,182,056	\$ 14,633,002	\$ 3,570,077	\$ 2,549,054	14.8%
NET	\$ (6,323,279)	\$ (5,684,132)	\$ (2,947,345)	\$ (2,813,782)	\$ 2,736,787	

FY26 Payroll	142,873
Report of Expenses	3,427,204
	3,570,077

MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY

STATEMENT OF CASH POSITION FY26

Unaudited

JULY 1, 2025 TO FEBRUARY 28, 2026

AMENDED FY26
BUDGET

YEAR TO DATE ACTUAL

Board Levy Cash Balance - Beginning of Period	\$15,088,748	\$15,088,748
Board Levy Cash Balance - End of Period	\$9,622,920	\$11,305,680
Board Unrestricted Cash Balance - Beginning of Period	\$0	\$0
Board Unrestricted Cash Balance - End of Period	\$0	\$0
Local/State/Federal Allocations & Grants Cash Balance - Beginning of Period	\$629,520	\$629,520
Local/State/Federal Allocations & Grants Cash Balance - End of Period	\$34,211	\$1,182,654
Pass-Through Cash Balance - Beginning of Period	\$0	\$0
Pass-Through Cash Balance - End of Period	\$0	\$0
ISP Cash Balance Held by Board as Fiscal Agent - Beginning of Period	\$262,142	\$262,142
ISP Cash Balance Held by Board as Fiscal Agent - End of Period	\$0	\$544,731
Total Cash Balance - Beginning of Period	\$15,980,410	\$15,980,410
Total Cash Balance - End of Period	\$9,657,131	\$13,033,065
Net Difference	(\$6,323,279)	(\$2,947,345)

Board Levy Cash Balance	\$9,622,920
Reserve: Committed to Crisis Receiving Center Operations for 5 yrs	(\$2,697,857)
Reserve: Housing Continuum	(\$1,000,000)
Reserve: Medicaid Group VIII Rollback of Expansion	(\$2,000,000)
Reserve: Capital Improvements	(\$350,000)
Reserve: Sick/Vacation Payout at Retirement or Separation	(\$301,748)
Reserve: Cash Flow	(\$2,602,741)
Board Levy Unobligated Cash Balance	\$670,574

Allocations & Grants Supporting Schedule

	FY26 BUDGET	FY26 RECEIVED
Local Grants:		
Hold for Unallocated	-	-
988 Ohio Awareness Mini-Grant	-	5,000.00
Overdose Awareness Day	9,530	9,530.00
CIT - NAMI - MEOMED	-	-
Suicide Prevention Coalition	10,000	11,000.00
OACBHA Week of Appreciation	-	-
	19,530	25,530.00
State Allocations & Grants:		
Continuum of Care Services - MH State Block Grant	1,313,626	985,219.50
Continuum of Care Services - Recovery Supports State Block Grant	461,534	346,150.50
Continuum of Care Services - SUD State Block Grant	197,900	148,425.00
Criminal Justice Services - Addiction Treatment Program (ATP)	330,000	247,500.00
Criminal Justice Services - Criminal Justice State Block Grant	48,351	36,263.25
NEO Collaborative - Crisis Services	200,000	200,000.00
Prevention & Wellness - Prevention State Block Grant	102,485	76,863.75
Problem Gambling and Casino Addiction - SUD Gambling Addiction Prevention Allocation	98,947	74,210.25
Recovery Housing - Crisis Services State Block Grant	219,169	164,376.75
	2,972,012	2,279,009.00
Federal Allocations & Grants:		
Bipartisan Safer Communities Act (BSCA) Grant	61,250	28,250.00
Housing and Urban Development (HUD) Grant - Shelter + Care	588,463	240,062.00
Mental Health Block Grant - MH Community Investments Board Allocation	127,798	95,848.50
Prevention - Project AWARE	50,000	50,000.00
Projects for Assistance in Transition from Homelessness (PATH) Grant	113,758	29,432.65
Social Services Block Grant - Title XX MH Community Investments Board Allocation	145,336	83,945.00
State Opioid & Stimulant Response (SOSR) Grant - Local Project Treatment and Recovery (Oct-Jun FFY26) SOS 4.2	1,118,861	302,784.22
State Opioid & Stimulant Response (SOSR) Grant - Local Project Treatment and Recovery (Oct-Jun FFY26) SOS 4.0 Year 2	270,000	-
State Opioid & Stimulant Response (SOSR) Grant - Local Project Treatment and Recovery (Jul-Sep FFY25) SOS 3.0 NCE	156,626	156,626.38
State Opioid & Stimulant Response (SOSR) Grant - Local Project Treatment and Recovery (Jul-Sep FFY25) SOS 4.0	359,155	359,154.52
Substance Use Prevention Treatment and Recovery Services Block Grant - Primary Prevention Board Allocation	295,762	221,821.50
Substance Use Prevention Treatment and Recovery Services Block Grant - SUD Community Investments Board Allocation	532,567	399,425.25
Substance Abuse Block Grant (SABG) - Adolescent Treatment Services	250,000	-
	4,069,576	1,967,350.02
Pass-Through Grants:		
Crisis Intervention Program (1/1/24 - 12/31/25)	242,115	61,377.53
Crisis Intervention Program (9/1/25 - 9/30/26)	273,051	-
BH Drug Reimbursement Program - Advance to Jail and CBCF	294,086	294,087.00
Subsidized Docket Support - Specialized Docket Payroll Subsidy Project	240,000	240,000.00
	1,049,252	595,464.53

Agency & Community Supporting Schedule

	Allocation/Grant FY26 Budget	Levy FY26 Budget	TOTAL FY26 BUDGET	Allocation/Grant FY26 Expense	Levy FY26 Expense	TOTAL FY26 EXPENSE
Supplies/Materials/Other	-	4,000	4,000	-	1,565.64	1,565.64
Contractual/Purchased Services (Trainings and Consultations)	5,869	35,500	41,369	-	10,854.16	10,854.16
Pooled Agency Services (Bilingual Staff Incentive, Internship, Interpreting, Youth Wrap)	-	19,500	19,500	-	2,661.88	2,661.88
Lorain County Sheriff Jail Re-Entry Coordinator	79,701	-	79,701	20,368.80	-	20,368.80
Respite (Blessing House)	-	5,000	5,000	-	-	-
Youth Led Suicide "You Belong" Initiative	1,132	42,000	43,132	1,131.47	31,951.86	33,083.33
Suicide Prevention Coordinator	-	129,160	129,160	-	61,402.18	61,402.18
Indigent/Youth Inpatient Local Bed Days	304,445	350,000	654,445	252,100.50	-	252,100.50
The Galilean Theological Center	-	20,000	20,000	-	-	-
Housing Needs Assessment	-	25,000	25,000	-	-	-
Transport Services - LifeCare	-	7,000	7,000	-	283.94	283.94
Lorain County Children and Family First Council (LCCFFC) Funding Allocation	-	40,000	40,000	-	-	-
Integrated Services Partnership (ISP) Funding Allocation	-	400,000	400,000	-	400,000.00	400,000.00
Road to Hope Capital Allocation	-	500,000	500,000	-	500,000.00	500,000.00
Broadway Commons Capital Allocation	-	250,000	250,000	-	-	-
Opiate Outreach	-	20,000	20,000	-	5,145.93	5,145.93
OACBHA Week of Appreciation	-	2,000	2,000	-	-	-
Overdose Awareness Day	9,530	5,500	15,030	9,530.00	4,856.77	14,386.77
First Responders Support	-	10,000	10,000	-	410.00	410.00
Naloxone Push Strike Team Event	-	2,000	2,000	-	-	-
Ohio Suicide Prevention Foundation Grant	50,000	-	50,000	46,928.10	-	46,928.10
NAMI/NEOMED - CIT Grant	4,389	-	4,389	-	-	-
Suicide Prevention Coalition	11,543	-	11,543	2,452.52	-	2,452.52
988 Ohio Awareness Mini-Grant	553	-	553	553.00	-	553.00
Addiction Treatment Program (ATP)	330,000	-	330,000	177,370.23	-	177,370.23
Prevention & Wellness	196,739	-	196,739	13,892.75	-	13,892.75
Behavioral Health Wellness Coordinator	98,026	-	98,026	49,880.67	-	49,880.67
Gambling Prevention	4,000	-	4,000	672.57	-	672.57
Access to Wellness Recovery Supports	100,000	-	100,000	41,436.97	-	41,436.97
Crisis Services	-	55,000	55,000	-	-	-
Recovery Supports	374,184	-	374,184	1,678.97	-	1,678.97
Bipartisan Safer Communities Act (BSCA) Grant	63,039	-	63,039	30,038.57	-	30,038.57
Quick Response Teams (QRT)	12,000	-	12,000	1,255.80	-	1,255.80
EMS Experience Buprenorphine Project	7,500	-	7,500	-	-	-
Adolescent System of Care Grant	100,000	-	100,000	-	-	-
SOS 3.0 NCE (Jul-Sep FFY25) - Lorain County Sheriff	108,154	-	108,154	108,153.30	-	108,153.30
SOS 4.0 (Jul-Sep FFY25) - Lorain County Sheriff	37,513	-	37,513	37,512.92	-	37,512.92
SOS 4.0 Year 2 Supplemental (Oct-Jun FFY26) - Young Adult	270,000	-	270,000	-	-	-
SOS 4.2 (Oct-Jun FFY26) - Lorain County Sheriff	75,000	-	75,000	41,490.25	-	41,490.25
	2,243,317	1,921,660	4,164,977	836,447.39	1,019,132.36	1,855,579.75

Crisis Recovery Center Supporting Schedule

	FY26 Budget										Actuals	
			25-Jul	25-Aug	25-Sep	25-Oct	25-Nov	25-Dec	26-Jan	26-Feb	Total FY26	
REVENUES												
MHARS Board POS*	677,289	20.6%	-	-	-	51,091.33	72,626.94	2,024.35	17,503.53		143,246.15	25.0%
Medicaid	2,192,740	66.5%	-	-	-	60,454.34	49,146.37	66,383.10	77,901.54		253,885.35	44.3%
Medicare	173,864	5.3%	-	-	-	6,479.34	892.98	(529.28)	3,355.04		10,198.08	1.8%
Insurance	218,756	6.6%	-	-	-	2,990.09	(43,182.47)	52,993.49	2,045.18		14,846.29	2.6%
Self-Pay	32,956	1.0%	-	-	-	3,546.20	549.07	6,138.17	5,406.59		15,640.03	2.7%
Grants	-	0.0%	-	-	-	77,554.81	19,122.54	20,546.38	18,209.69		135,433.42	23.6%
Total Revenues	3,295,607	100.0%	-	-	-	202,116.11	99,155.43	147,556.21	124,421.57	-	573,249.32	100.0%
EXPENSES												
Salaries	2,625,106		-	-	-	229,063.20	261,551.28	254,501.57	261,220.14		1,006,336.19	
Benefits	735,030		-	-	-	40,087.65	56,509.51	58,047.70	88,357.49		243,002.35	
	3,360,135		-	-	-	269,150.85	318,060.79	312,549.27	349,577.63	-	1,249,338.54	
Non-Salary	815,753		-	-	-	99,390.29	94,393.00	122,170.52	91,289.63		407,243.44	
Administration - Riveon (10% Salaries/Benefits)	383,889		-	-	-	26,915.09	31,806.08	31,254.93	34,957.76		124,933.86	
Total Expenses	4,559,777		-	-	-	395,456.23	444,259.87	465,974.72	475,825.02	-	1,781,515.84	
Total Revenues Less Expenses = Gap Funding*	1,264,170		-	-	-	193,340.12	345,104.44	318,418.51	351,403.45	-	1,208,266.52	
*Riveon CRC Contract - Board POS & GAP Funding	1,941,461		-	-	-	244,431.45	417,731.38	320,442.86	368,906.98	-	1,351,512.67	
MHARS Budgeted Expenses	250,000		7,914.37	9,138.39	7,341.16	13,567.46	24,657.25	4,506.13	6,006.99	14,966.95	88,098.70	
	2,191,461		7,914.37	9,138.39	7,341.16	257,998.91	442,388.63	324,948.99	374,913.97	14,966.95	1,439,611.37	
											1,439,611.37	
								MHARS Board POS In Process			(72,851.98)	
								January Gap Funding in Process			(351,403.45)	
								Agrees to Statement of Revenues and Expenses FY26			1,015,355.94	

Network Agency Contracts Supporting Schedule

	Allocation/Grant	Levy	TOTAL	Allocation/Grant	Levy	TOTAL
	FY26 Budget	FY26 Budget	FY26 BUDGET	FY26 Expense	FY26 Expense	FY26 EXPENSE
Applewood	127,000	211,600	338,600	36,175.61	83,732.71	119,908.32
Beech Brook	-	40,000	40,000	-	22,125.63	22,125.63
Bellefaire JCB	-	212,800	212,800	-	57,623.13	57,623.13
Big Brothers Big Sisters	204,037	45,000	249,037	114,518.50	-	114,518.50
Catholic Charities	-	156,000	156,000	-	50,293.06	50,293.06
Colors+ Counseling	-	60,500	60,500	-	14,917.53	14,917.53
EDEN	32,990	439,765	472,755	21,300.00	175,761.91	197,061.91
El Centro	-	280,000	280,000	-	148,676.09	148,676.09
Far West	-	202,500	202,500	-	109,948.47	109,948.47
Gathering Hope House	-	392,438	392,438	-	196,219.00	196,219.00
Hitchcock Center for Women	-	1,610	1,610	-	462.00	462.00
Let's Get Real	382,877	194,375	577,252	273,076.03	19,418.93	292,494.96
Lorain County Health & Dentistry	128,414	-	128,414	55,913.62	-	55,913.62
Lorain Urban Minority Alcoholism and Drug Abuse Outreach Program (UMADAOP)	198,089	17,679	215,768	80,225.46	-	80,225.46
Lutheran Metropolitan Ministry - Guardianship Services	-	55,000	55,000	-	-	-
MedMark Treatment Centers (Baymark Health)	122,724	-	122,724	90,417.39	-	90,417.39
NAMI	-	150,000	150,000	-	75,000.00	75,000.00
Neighborhood Alliance	113,758	89,202	202,960	16,047.29	37,872.96	53,920.25
New Directions (Crossroads Health)	-	51,000	51,000	-	22,598.24	22,598.24
New Sunrise	550,128	528,026	1,078,154	301,480.00	196,514.86	497,994.86
NORA	11,390	-	11,390	4,182.51	-	4,182.51
Ohio Guidestone	-	426,104	426,104	-	217,601.70	217,601.70
Pathways	-	65,000	65,000	-	45,653.63	45,653.63
Place to Recover Training and Resource Center	677,215	-	677,215	335,511.31	-	335,511.31
Primary Purpose	150,000	150,000	300,000	149,425.92	-	149,425.92
Psych & Psych	7,000	8,000	15,000	-	626.40	626.40
Riveon Mental Health & Recovery	2,121,532	4,535,598	6,657,130	1,035,658.67	4,284,484.84	5,320,143.51
Road to Hope House	236,450	73,550	310,000	228,377.00	-	228,377.00
Safe Harbor/Genesis House	-	195,000	195,000	-	97,500.00	97,500.00
Signature Health	-	33,100	33,100	-	-	-
Silver Maple Recovery	235,985	40,000	275,985	108,352.49	-	108,352.49
Stella Maris	45,000	18,000	63,000	31,645.12	-	31,645.12
Zepf Center	-	2,000	2,000	-	-	-
	5,344,589	8,673,847	14,018,436	2,882,306.92	5,857,031.09	8,739,338.01
<i>Reserves</i>	-	260,775	260,775			
<i>Unallocated</i>	612	-	612			
	5,345,201	8,934,622	14,279,823			

Pass-Through Grants:

Crisis Intervention Program (1/1/25 - 12/31/25)	242,115	61,377.53
Crisis Intervention Program (9/1/25 - 9/30/26)	273,051	-
BH Drug Reimbursement Program - Advance to Jail and CBCF	294,086	294,087.00
Subsidized Docket Support - Specialized Docket Payroll Subsidy Project	240,000	240,000.00
	1,049,252	595,464.53

**Variance Analysis
February 2026**

REVENUES:

Levy – \$58,337 & 3.1% and \$122,491 & 3.1%

- 2nd Half Calendar Year 2025 Tax Settlement came in higher than budgeted.

Local Grants – \$6,000 & 30.7%

- Grants received in current budget revision.

State Allocations & Grants – No Variance

- Please refer to Allocations & Grants Supporting Schedule for detail.

Federal Allocations & Grants – No Variance

- Please refer to Allocations & Grants Supporting Schedule for detail.

Pass-Through Grants – No Variance

- Please refer to Allocations & Grants Supporting Schedule for detail.

Integrated Services Partnership – Variance Deemed Immaterial

Capital Reimbursements – No Variance

Miscellaneous – No Variance

**Variance Analysis
February 2026**

EXPENSES:

Personnel-Salary & Benefits – \$224,711 & 14.6%

- Variance due to vacant positions through August and 1.5 FTE remaining vacant.

Operating – \$64,920 & 22.2%

- Operating expenses are currently under budget and are being monitored continuously by the Chief of Business Operations.

Printing & Advertising – \$6,972 & 19.9%

- Printing & Advertising expenses are currently under budget and are being monitored continuously by the Communications & Community Relations Director.

Operations - Capital Outlay – No Variance

Crisis Receiving Center - Capital Outlay – \$993,519 & 52.1%

- Variance due to majority of final construction costs paid in FY25 and contingency that was unused.

Auditor & Treasurer Fees-Levy – (\$1,702) & (2.0%)

- Fees associated with tax settlements were slightly higher than estimated for the 2nd half settlement collection.

Integrated Services Partnership \$424,811 & 49.1%

- This variance results from the timing of billings from placement agencies and the number of children in care.

Pass-Through Grants – No Variance

Agency & Community – \$442,528 & 19.3%

- Please refer to Agency & Community Supporting Schedule for detailed breakdown.

Crisis Recovery Center - Operations – \$215,454 & 17.5%

- Variance due to invoices received that are currently in process.

Network Agency Contracts – \$177,841 & 2.1%

- Please refer to Network Agency Contracts Supporting Schedule for detailed breakdown.

MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY

LISTING OF EXPENSES FEBRUARY 2026

Warrant#	Chk Date	Inv Date	Journal Description/Payee Name	Amount
OPERATING				
5179791	10-FEB-26	07-JAN-26	GERGELY'S MAINTENANCE KING:SUPPLIES-TRASH BAGS-BATH TISSUE-JAN 2026	77.46
5181322	25-FEB-26	14-FEB-26	LORMET COMMUNITY FEDERAL CREDIT UNION:MHARS 3340 (4) & (5)	76.55
5181346	25-FEB-26	22-JAN-26	MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY:SUPPLIES-JAN 2026	20.61
5179797	10-FEB-26	21-JAN-26	MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY:SUPPLIES-KEYS FOR	9.96
5180016	11-FEB-26	27-JAN-26	MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY:WATER FOR OSPF	15.96
5182094	26-FEB-26	17-FEB-26	WHITE HOUSE ARTESIAN SPRINGS INC:WATER-FEB 2026	42.00
5180026	11-FEB-26	27-JAN-26	WHITE HOUSE ARTESIAN SPRINGS INC:WATER-JAN 2026	49.00
			SUPPLIES/MATERIALS	<u>291.54</u>
5179798	10-FEB-26	31-OCT-25	MRI SOFTWARE LLC:CLOUD FEE -FY26	4,154.68
5181341	25-FEB-26	01-FEB-26	GREAT LAKES COMPUTER CORPORATION:LICENES-JAN-FEB 2026	525.00
5181610	26-FEB-26	23-JAN-26	CANTATA HEALTH SOLUTIONS, LLC:MHARS 3340	100.00
			COMPUTER SYSTEM SOFTWARE	<u>4,779.68</u>
5182086	26-FEB-26	10-OCT-25	CARDIO PARTNERS INC:EQUIPMENT OCT 2025	1,566.99
			EQUIPMENT	<u>1,566.99</u>
5181336	25-FEB-26	31-JAN-26	ACCESS INFORMATION MANAGEMENT CORPORATION DBA ACCESS:STORAGE- FEB 2026	304.34
5181012	23-FEB-26	10-DEC-25	AMERICAN RED CROSS:TRAINING-DEC 2025	1,323.00
5180009	11-FEB-26	31-JAN-26	GREAT LAKES COMPUTER CORPORATION:BACKUP-INSTALLATION-JAN 2026	1,045.00
5179792	10-FEB-26	15-JAN-26	GREAT LAKES COMPUTER CORPORATION:EMAIL RELAY SVCS-FEB 2026	300.00
5179793	10-FEB-26	15-DEC-25	GREAT LAKES COMPUTER CORPORATION:MANAGED SVCS-JAN-APR 2026	3,244.50
5181342	25-FEB-26	31-JAN-26	GREAT LAKES COMPUTER CORPORATION:ONSITE VISIT SPEAKERPHONES-JAN 2026	487.50
5179810	10-FEB-26	18-JAN-26	STERICYCLE INC:SHREDDING SVCS-JAN 205	268.42
5179811	10-FEB-26	02-DEC-25	TELETRONICS SERVICES INC DBA TTX:MITEL SUPPORT DEC2025-DEC 2026	1,182.00
			CONTRACTUAL/PURCHASED SERVICES	<u>8,154.76</u>
5179693	10-FEB-26	01-FEB-26	CHARTER COMMUNICATIONS HOLDINGS LLC:MHARS 3340 2026000639	379.00
5181218	24-FEB-26	21-JAN-26	CHARTER COMMUNICATIONS HOLDINGS LLC:MHARS 3340 2026000639	428.83
5179083	05-FEB-26	01-FEB-26	CITY OF LORAIN UTILITIES DEPARTMENT:MHARS 3340	1,033.97
5178656	04-FEB-26	19-JAN-26	CONNECT PARENT CORPORATION CONNECT HOLDING II LLC DBA BRIGHTSPEED (87-3811759-):MHARS 3340	139.80
5181231	24-FEB-26	06-FEB-26	ELYRIA PUBLIC UTILITIES:MHARS 3340	51.19
5181244	24-FEB-26	13-FEB-26	OHIO EDISON COMPANY:MHARS 3340 2026000202	109.78
5181245	24-FEB-26	13-FEB-26	OHIO EDISON COMPANY:MHARS 3340 2026000202	1,152.30
5181249	24-FEB-26	16-FEB-26	OHIO EDISON COMPANY:MHARS 3340 2026000202	1,294.63
			UTILITIES	<u>4,589.50</u>
5182089	26-FEB-26	10-FEB-26	FISHEL DOWNEY ALBRECHT & RIEPENHOFF LLC:GENERAL COUNSEL-FEB 2026	437.50
5179794	10-FEB-26	11-JAN-26	HUNTER INTERNATIONAL, INC:EMPLOYMENT SVCS FY26	587.25
5180010	11-FEB-26	25-JAN-26	HUNTER INTERNATIONAL, INC:EMPLOYMENT SVCS JAN 2026	939.60
5182090	26-FEB-26	08-FEB-26	HUNTER INTERNATIONAL, INC:EMPLOYMENT SVCS JAN-FEB 2026	939.60
			PROFESSIONAL SERVICES	<u>2,903.95</u>
5179699	10-FEB-26	16-DEC-25	BRIAN KYLES CONSTRUCTION INC:SNOW REMOVAL NOV-DEC 2025	2,592.00
5179784	10-FEB-26	15-JAN-26	BRIAN KYLES CONSTRUCTION INC:WINTER MAINT-JANUARY 2026	1,193.00
5181021	23-FEB-26	02-FEB-26	BRIAN KYLES CONSTRUCTION INC:SNOW TREATMENT-JAN 2026	4,861.00
5181025	23-FEB-26	01-FEB-26	HAUSCH LLC DBA HAUSH:CLEANING SVCS-FEB 2026	540.00
			MAINTENANCE	<u>9,186.00</u>
5180008	11-FEB-26	11-DEC-25	FIRELANDS ELECTRIC INC:EXHAUST FAN-OUTDOOR RECEPTACLES-EXIT LIGHT-DEC 2025	1,397.13
			REPAIR	<u>1,397.13</u>
5181622	26-FEB-26	14-FEB-26	LORMET COMMUNITY FEDERAL CREDIT UNION:MHARS 3340 (1) & (2) & (3)	1,125.21
			TRAVEL	<u>1,125.21</u>
5178659	04-FEB-26	28-JAN-26	LORAIN CNTY TREASURER/DANIEL J TALAREK:MHARS 3340	296.09
5178660	04-FEB-26	28-JAN-26	LORAIN CNTY TREASURER/DANIEL J TALAREK:MHARS 3340	74.02
5180025	11-FEB-26	26-JAN-26	THE RURAL-URBAN RECORD:NEWSPAPER SUBSCRIPTION-JAN 2026	49.00
			OTHER	<u>419.11</u>
			TOTAL OPERATING	<u><u>34,413.87</u></u>
PRINTING & ADVERTISING				
5180011	11-FEB-26	08-DEC-25	LAKE ERIE GROUP, LLC DBA HART ADVERTISING:BILLBOARD AD 988 GENERIC-DEC 2025	1,500.00
5181348	25-FEB-26	02-FEB-26	REDD, SANDRA CHARLENE:BILLBOARD AD GENERIC FEB-FY26	4,500.00
			TOTAL PRINTING & ADVERTISING	<u><u>6,000.00</u></u>

MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY

LISTING OF EXPENSES FEBRUARY 2026

Warrant#	Chk Date	Inv Date	Journal Description/Payee Name	Amount
CRISIS RECOVERY CENTER - CONSTRUCTION				
5179720	10-FEB-26	18-DEC-25	WAGNER SIGN COMPANY DBA WAGNER ELECTRIC SIGN COMPANY:ELECTRIC SIGN CRC-DEC 2025	13,200.00
5180018	11-FEB-26	18-DEC-25	QUORUM GROUP LLC DBA TAKEFORM:CRC PROJECT-DEC 2025	20,648.82
5182117	26-FEB-26	09-JAN-26	PANZICA CONSTRUCTION COMPANY:LCCRC PROJECT CERTIFIEC AMOUNT-01/09/2026	46,778.48
TOTAL CRISIS RECOVERY CENTER - CONSTRUCTION				80,627.30
INTEGRATED SERVICES PARTNERSHIP				
5178615	04-FEB-26	02-FEB-26	DEER RUN VILLAGE LLC:MHARS 3340	1,177.00
5179785	10-FEB-26	04-FEB-26	CASCADE MANAGEMENT SERVICES INC:ASSESMENT CENTER-E ,EDINA-JAN 2026	348.40
5181337	25-FEB-26	03-FEB-26	CASCADE MANAGEMENT SERVICES INC:ASSESSMENT CENTER-FEB 2026	346.86
5179701	10-FEB-26	02-DEC-25	ENA INC DBA NECCO:ISP-PATIENT CARE-NOV 2025	22,200.00
5179719	10-FEB-26	13-NOV-25	RYAN MEKOTA, PSYD DBA OHIO NEUROPSYCHOLOGY AND FORENSIC EXPERTS LLC:ISP-PATIENT CARE-OCT-	7,000.00
5180014	11-FEB-26	31-DEC-25	LUTHERAN HOMES SOCIETY, INC DBA GENACROSS FAMILY & YOUTH SERVICES:ISP-DEC 2025	8,172.00
5180015	11-FEB-26	30-NOV-25	LUTHERAN HOMES SOCIETY, INC DBA GENACROSS FAMILY & YOUTH SERVICES:ISP-PATIENT CARE-NOV 2025	13,620.00
5180004	11-FEB-26	17-AUG-25	BELLEFAIRE JEWISH CHILDRENS BUREAU:ISP JOP SVCS-SEPT 2025	2,270.00
5180005	11-FEB-26	03-NOV-25	BELLEFAIRE JEWISH CHILDRENS BUREAU:ISP JOP SVCS-AUG 2025	7,000.00
5180006	11-FEB-26	10-DEC-25	BELLEFAIRE JEWISH CHILDRENS BUREAU:ISP PATIENT CARE-NOV 2025	22,009.80
5182097	26-FEB-26	20-JAN-26	BELLEFAIRE JEWISH CHILDRENS BUREAU:ISP RESIDENTIAL-DEC 2025	22,743.46
5182110	26-FEB-26	02-FEB-26	MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY:DIRECTOR SALARY	32,915.37
TOTAL INTEGRATED SERVICES PARTNERSHIP				139,802.89
AGENCY & COMMUNITY				
5182100	26-FEB-26	19-JAN-26	BLACK GIRL RISING INC:CONSULT SEPT-OCT 2025	16,525.00
5179783	10-FEB-26	26-NOV-25	BRASEE, JOSHUA DBA BRASEE FARMS:OPIATE OUTREACH-NOV 2025	1,680.00
5181338	25-FEB-26	04-FEB-26	CATHOLIC CHARITIES CORP DBA CATHOLIC CHARITIES DIOCESE OF CLEVELAND:INTERN FALL-FY26	1,000.00
5182088	26-FEB-26	09-FEB-26	CITY OF LORAIN:QRT-JAN 2026	236.04
5179786	10-FEB-26	01-DEC-25	CITY OF LORAIN:QRT-JULY-NOV 2025	1,019.76
5179789	10-FEB-26	06-JAN-26	EL CENTRO DE SERVICIOS SOCIALES INC:INTERPRETATION SVCS-DEC 2025	269.01
5181340	25-FEB-26	06-FEB-26	EL CENTRO DE SERVICIOS SOCIALES INC:PATIENT CARE-JAN 2026	89.67
5179790	10-FEB-26	07-OCT-25	FLIGNER ENTERPRISES INC:YOU BELONG UTINSILS OCT 205	198.88
5179731	10-FEB-26	24-NOV-25	GILCHRIST, DORENA:MHARS 3340	129.92
5182104	26-FEB-26	05-JAN-26	HHC OHIO INC DBA WINDSOR LAURELWOOD CENTER FOR BEHAVIORAL MEDICINE:INDIGENT BED DAYS	8,800.00
5179796	10-FEB-26	19-JAN-26	LET'S GET REAL INC DBA LET'S GET REAL INC:ATP-DEC 2025	4,995.00
5179203	05-FEB-26	01-DEC-25	LET'S GET REAL INC DBA LET'S GET REAL INC:MHARS 3340 2026000634	7,580.00
5182106	26-FEB-26	17-DEC-25	LET'S GET REAL INC DBA LET'S GET REAL INC:PATIENT CARE-NOV 2025	6,534.00
5180012	11-FEB-26	06-JAN-26	LORAIN COUNTY SHERIFF:SOS 4.2 JAIL BASED MAT-DEC 2025	41,490.25
5181630	26-FEB-26	12-JAN-26	LORAIN MSTR CO, LLC KOLBE II LEASING CO, LLC DBA CLEARVISTA HEALTH & WELLNESS:INDIGENT BED	5,600.00
5182109	26-FEB-26	11-DEC-25	LORAIN MSTR CO, LLC KOLBE II LEASING CO, LLC DBA CLEARVISTA HEALTH & WELLNESS:INDIGENT BED	4,800.00
5180013	11-FEB-26	07-JAN-26	LORAIN MSTR CO, LLC KOLBE II LEASING CO, LLC DBA CLEARVISTA HEALTH & WELLNESS:INDIGENT BED	10,400.00
5182091	26-FEB-26	09-FEB-26	MCCASLIN, PATRICA M:MHFA TRAINING-JAN 2026	425.00
5182111	26-FEB-26	30-DEC-25	MERCY HEALTH REGIONAL MEDICAL CENTER LLC:INDIGENT BED DAYS-DEC 2025	18,400.00
5182112	26-FEB-26	05-DEC-25	MERCY HEALTH REGIONAL MEDICAL CENTER LLC:INDIGENT BED DAYS-JULY-NOV 2025	51,200.00
5181030	23-FEB-26	02-FEB-26	PRIMARY PURPOSE CENTER INC:PATIENT CARE-JAN 2026	275.00
5179799	10-FEB-26	21-NOV-25	PSYCH & PSYCH SERVICES LLC:ATP SEPT-OCT 2025	3,756.67
5179800	10-FEB-26	22-JAN-26	PSYCH & PSYCH SERVICES LLC:ATP-DEC 2025	1,619.00
5180017	11-FEB-26	31-DEC-25	PSYCH & PSYCH SERVICES LLC:PATIENT CARE-SEPT-NOV 2025	2,698.79
5181139	24-FEB-26	04-DEC-25	RIVEON MENTAL HEALTH AND RECOVERY:MHARS 3340 2026000646 *2025	6,718.18
5179715	10-FEB-26	12-JAN-26	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-DEC 2025	9,553.42
5179807	10-FEB-26	16-NOV-25	SHAKRA TEAS LCC DBA STEEPED PEARL:HERBLANDING WORKSHOP BGR-NOV 2025	1,625.00
5179808	10-FEB-26	12-JAN-26	SILVER MAPLE RECOVERY LLC:ATP RENT-DEC 2025	3,167.81
5179809	10-FEB-26	08-DEC-25	SILVER MAPLE RECOVERY LLC:RENT-NOV 2025	3,973.24
5181037	23-FEB-26	02-FEB-26	THE RIVER IOP LLC:CASE MANAGEMENT-JAN 2026	462.63
5179812	10-FEB-26	05-JAN-26	THE ROAD TO HOPE INC:ATP RENT DEC 2025	3,007.00
5180024	11-FEB-26	02-DEC-25	THE ROAD TO HOPE INC:STP-RENT NOV 2025	2,077.00
5179813	10-FEB-26	31-DEC-25	TREASURER STATE OF OHIO:CENTRAL PHARMACY-DEC 2025	241.20
5180945	19-FEB-26	30-APR-25	VH PRINTING DBA MARIOTTI PRINTING:MHARS 3340	674.00
TOTAL AGENCY & COMMUNITY				221,221.47
CRISIS RECOVERY CENTER - OPERATIONS				
5181225	24-FEB-26	12-FEB-26	COLUMBIA GAS OF OHIO INC:MHARS 3340 2026000375 *2026	6,090.25
5181000	23-FEB-26	23-DEC-25	RIVEON MENTAL HEALTH AND RECOVERY:MHARS 3340.A100 2026000786 *2025	511,758.63
5181634	26-FEB-26	29-JAN-26	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-CRC-OCT-DEC 2025	70,394.17
5178668	04-FEB-26	15-JAN-26	OHIO EDISON COMPANY:MHARS 3340 2026000202 *2026	5,937.09
5181246	24-FEB-26	13-FEB-26	OHIO EDISON COMPANY:MHARS 3340 2026000202	2,757.04

MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY

LISTING OF EXPENSES FEBRUARY 2026

Warrant#	Chk Date	Inv Date	Journal Description/Payee Name	Amount
5179696	10-FEB-26	25-JAN-26	REPUBLIC SERVICES INC DBA BROWNING FERRIS INDUSTRIES OF OHIO INC:MHARS 3340	182.57
TOTAL CRISIS RECOVERY CENTER - OPERATIONS				597,119.75

NETWORK AGENCY CONTRACTS

5181014	23-FEB-26	28-JAN-26	APPLEWOOD CENTERS INC:PATIENT CARE DEC 2025	3,863.33
5180001	11-FEB-26	28-JAN-26	APPLEWOOD CENTERS INC:PATIENT CARE-DEC 2025	458.50
5181015	23-FEB-26	20-JAN-26	APPLEWOOD CENTERS INC:PATIENT CARE-DEC 2025	4,836.00
5182095	26-FEB-26	02-FEB-26	APPLEWOOD CENTERS INC:PATIENT CARE-DEC 2025	8,301.29
5181013	23-FEB-26	17-DEC-25	APPLEWOOD CENTERS INC:PATIENT CARE-NOV-DEC 2025	944.88
5180000	11-FEB-26	14-AUG-25	APPLEWOOD CENTERS INC:PATIENT CARE-OCT-NOV 2025	11,889.59
5180002	11-FEB-26	12-DEC-25	APPLEWOOD CENTERS INC:PATIENT CARE-OCT-NOV 2025	6,006.00
5182096	26-FEB-26	21-JAN-26	BAYMARK HEALTH SERVICES OF OHIO INC DBA MEDMARK TREATMENT CENTERS AMHERST:PATIENT CARE	41,944.31
5179782	10-FEB-26	14-AUG-25	BEECH BROOK:PATIENT CARE-NOV 2025	2,448.42
5181016	23-FEB-26	28-JAN-26	BEECH BROOK:PATIENT CARE-OCT 2025	3,855.90
5181018	23-FEB-26	28-JAN-26	BELLEFAIRE JEWISH CHILDRENS BUREAU:PATIENT CARE JULY-DEC 2025	11,197.87
5181019	23-FEB-26	31-AUG-25	BELLEFAIRE JEWISH CHILDRENS BUREAU:PATIENT CARE NOV 2025	177.10
5182098	26-FEB-26	29-JAN-26	BELLEFAIRE JEWISH CHILDRENS BUREAU:PATIENT CARE-2ND QTR FY26	18,000.00
5180003	11-FEB-26	12-JAN-26	BELLEFAIRE JEWISH CHILDRENS BUREAU:PATIENT CARE-JAN 2026	5,250.00
5181017	23-FEB-26	04-FEB-26	BELLEFAIRE JEWISH CHILDRENS BUREAU:PATIENT CARE-JAN 2026	110.00
5181020	23-FEB-26	26-JAN-26	BIG BROTHERS/BIG SISTERS OF LORAIN COUNTY:PATIENT CARE OCT-DEC 2025	19,950.00
5182099	26-FEB-26	21-JAN-26	BIG BROTHERS/BIG SISTERS OF LORAIN COUNTY:PATIENT CARE-OCT-DEC 2025	32,309.25
5181023	23-FEB-26	31-AUG-25	CATHOLIC CHARITIES CORP DBA CATHOLIC CHARITIES DIOCESE OF CLEVELAND:PATIENT CARE NOV-DEC	9,055.77
5181022	23-FEB-26	28-JAN-26	CATHOLIC CHARITIES CORP DBA CATHOLIC CHARITIES DIOCESE OF CLEVELAND:PATIENT CARE-DEC 2025	9,397.74
5182087	26-FEB-26	09-FEB-26	CATHOLIC CHARITIES CORP DBA CATHOLIC CHARITIES DIOCESE OF CLEVELAND:PATIENT CARE-JAN 2026	558.69
5181339	25-FEB-26	30-JAN-26	COLORS AND COUNSELING:PATIENT CRE-DEC 2025	1,069.55
5179788	10-FEB-26	16-JAN-26	EDEN INC:INSPECTIONS DEC 2025	634.10
5179787	10-FEB-26	20-JAN-26	EDEN INC:LANDLORD INCENTIVE DEC 2025	4,200.00
5179700	10-FEB-26	15-DEC-25	EDEN INC:LANDLORD INCT-OCT-NOV 2025	6,000.00
5182101	26-FEB-26	14-JAN-26	EDEN INC:PATIENT CARE-DEC 2025	11,252.79
5182102	26-FEB-26	31-JAN-26	EDEN INC:PATIENT CARE-JAN 2026	19,660.32
5181628	26-FEB-26	08-DEC-25	EDEN INC:PATIENT CARE-NOV 2025	9,499.20
5180007	11-FEB-26	05-JAN-26	EL CENTRO DE SERVICIOS SOCIALES INC:PATIENT CARE JAN 2026	5,000.00
5181024	23-FEB-26	31-AUG-25	EL CENTRO DE SERVICIOS SOCIALES INC:PATIENT CARE NOV 2025	13,573.82
5182103	26-FEB-26	02-FEB-26	EL CENTRO DE SERVICIOS SOCIALES INC:PATIENT CARE-FEB 2026	5,000.00
5181629	26-FEB-26	15-JAN-26	FAR WEST CENTER:PATIENT CARE-DEC 2025	8,050.51
5179702	10-FEB-26	14-AUG-25	FAR WEST CENTER:PATIENT CARE-OCT-NOV 2025	4,113.65
5181619	26-FEB-26	02-FEB-26	LET'S GET REAL INC DBA LET'S GET REAL INC:MHARS 3340	3,132.50
5179199	05-FEB-26	09-JAN-26	LET'S GET REAL INC DBA LET'S GET REAL INC:MHARS 3340 2026000301	2,800.00
5179201	05-FEB-26	29-DEC-25	LET'S GET REAL INC DBA LET'S GET REAL INC:MHARS 3340 2026000345	9,380.00
5179204	05-FEB-26	06-JAN-26	LET'S GET REAL INC DBA LET'S GET REAL INC:MHARS 3340 2026000622	13,335.25
5179202	05-FEB-26	23-DEC-25	LET'S GET REAL INC DBA LET'S GET REAL INC:MHARS 3340 2026000628	34,999.50
5179200	05-FEB-26	01-DEC-25	LET'S GET REAL INC DBA LET'S GET REAL INC:MHARS 3340 2026000633	22,844.00
5179795	10-FEB-26	02-JAN-26	LET'S GET REAL INC DBA LET'S GET REAL INC:PATIENT CARE-DEC 2025	888.62
5182105	26-FEB-26	19-JAN-26	LET'S GET REAL INC DBA LET'S GET REAL INC:PATIENT CARE-DEC 2025	4,462.22
5182107	26-FEB-26	19-JAN-26	LET'S GET REAL INC DBA LET'S GET REAL INC:PATIENT CARE-DEC 2025	2,074.78
5181343	25-FEB-26	05-FEB-26	LET'S GET REAL INC DBA LET'S GET REAL INC:PATIENT CARE-JAN 2026	2,184.00
5181344	25-FEB-26	05-FEB-26	LET'S GET REAL INC DBA LET'S GET REAL INC:PATIENT CARE-JAN 2026	3,419.87
5182108	26-FEB-26	23-JAN-26	LET'S GET REAL INC DBA LET'S GET REAL INC:SOS 4.2 PEER SUPPORT + WHO EXT DEC 2025	16,249.00
5179703	10-FEB-26	30-NOV-25	LORAIN COUNTY HEALTH AND DENTISTRY:SOS 4.2 TREATMENT OCT-NOV 2025	13,479.28
5181345	25-FEB-26	31-DEC-25	LORAIN COUNTY HEALTH AND DENTISTRY:SOS 4.2 TREATMENT SVCS DEC 2025	4,361.63
5181133	24-FEB-26	03-DEC-25	LORAIN UMADAOP:MHARS 3340 2026000346 *2025	13,157.35
5179705	10-FEB-26	09-JAN-26	LORAIN UMADAOP:SOS 4.2 PREVENTION SVCS-DEC 2025	5,070.25
5179704	10-FEB-26	02-DEC-25	LORAIN UMADAOP:SOS 4.2 PREVENTION-NOV 2025	12,635.49
5181026	23-FEB-26	11-JAN-26	NEIGHBORHOOD ALLIANCE:PATIENT CARE-NOV 2025	3,864.91
5181347	25-FEB-26	05-FEB-26	NEIGHBORHOOD ALLIANCE:SUD JAN 2026	3,371.81
5182113	26-FEB-26	08-JAN-26	NEW SUNRISE PROPERTIES:PATIENT CARE NOV-DEC 2025	30,853.39
5179707	10-FEB-26	15-DEC-25	NEW SUNRISE PROPERTIES:PATIENT CARE-DEC 2025	40,682.00
5182116	26-FEB-26	21-JAN-26	NEW SUNRISE PROPERTIES:PATIENT CARE-HOUSING SEP 2025	16,057.00
5179706	10-FEB-26	09-SEP-25	NEW SUNRISE PROPERTIES:PATIENT CARE-JULY-NOV 2025	177,018.00
5182115	26-FEB-26	01-AUG-25	NEW SUNRISE PROPERTIES:PATIENT CARE-NOV-DEC 2025	11,081.49
5182114	26-FEB-26	26-JAN-26	NEW SUNRISE PROPERTIES:RENT-JAN-FEB 2026	83,780.00
5181028	23-FEB-26	31-JAN-26	OHIGUIDESTONE:PATIENT CARE JAN 2026	653.84
5181631	26-FEB-26	31-JAN-26	OHIGUIDESTONE:PATIENT CARE JAN 2026	5,989.20
5181027	23-FEB-26	06-FEB-26	OHIGUIDESTONE:PATIENT CARE-DEC 2025	420.00
5181029	23-FEB-26	28-JAN-26	OHIGUIDESTONE:PATIENT CARE-NOV-DEC 2025	4,040.60
5182118	26-FEB-26	28-JAN-26	PATHWAYS COUNSELING AND GROWTH CENTER:PATIENT CARE-DEC 2025	8,060.02
5182120	26-FEB-26	04-DEC-25	PRIMARY PURPOSE CENTER INC:PATIENT CARE-JULY-OCT 2025	96,347.28
5182119	26-FEB-26	08-JAN-26	PRIMARY PURPOSE CENTER INC:PATIENT CARE-NOV-DEC 2025	53,078.64

MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY

LISTING OF EXPENSES FEBRUARY 2026

Warrant#	Chk Date	Inv Date	Journal Description/Payee Name	Amount
5179803	10-FEB-26	30-DEC-25	RIVEON MENTAL HEALTH AND RECOVERY:BRIDGEPOINT-DEC 2025	1,671.85
5179710	10-FEB-26	02-JAN-26	RIVEON MENTAL HEALTH AND RECOVERY:CBCF-DEC 2025	1,026.63
5180938	19-FEB-26	09-FEB-26	RIVEON MENTAL HEALTH AND RECOVERY:MHARS 2026000585 *2026	57,165.55
5180940	19-FEB-26	09-FEB-26	RIVEON MENTAL HEALTH AND RECOVERY:MHARS 3340	729.27
5180942	19-FEB-26	09-FEB-26	RIVEON MENTAL HEALTH AND RECOVERY:MHARS 3340	1,200.00
5180939	19-FEB-26	02-FEB-26	RIVEON MENTAL HEALTH AND RECOVERY:MHARS 3340 *2026	1,241.61
5180941	19-FEB-26	09-FEB-26	RIVEON MENTAL HEALTH AND RECOVERY:MHARS 3340 *2026	2,357.76
5181002	23-FEB-26	17-FEB-26	RIVEON MENTAL HEALTH AND RECOVERY:MHARS 3340.A100 2026000585 *2026	111,972.76
5181001	23-FEB-26	28-JAN-26	RIVEON MENTAL HEALTH AND RECOVERY:MHARS 3340.A100 2026000784 *2025	208,941.16
5181000	23-FEB-26	23-DEC-25	RIVEON MENTAL HEALTH AND RECOVERY:MHARS 3340.A100 2026000786 *2025	23,371.16
5181003	23-FEB-26	26-AUG-25	RIVEON MENTAL HEALTH AND RECOVERY:MHARS 3340.A100 2026000791 *2025	180,150.16
5181031	23-FEB-26	04-FEB-26	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE DEC 2025	326.60
5181034	23-FEB-26	28-JAN-26	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE OCT-NOV 2025	4,862.88
5181633	26-FEB-26	22-AUG-25	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE SEPT-NOV 2025	69,855.35
5179711	10-FEB-26	30-DEC-25	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE0DEC 2025	22,631.67
5181033	23-FEB-26	13-JAN-26	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-DEC 2025	5,175.00
5180022	11-FEB-26	13-JAN-26	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-DEC 2025	4,914.84
5179712	10-FEB-26	13-JAN-26	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-DEC-2025	3,621.42
5180021	11-FEB-26	30-DEC-25	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-JAN 2026	6,678.00
5181349	25-FEB-26	10-FEB-26	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-JAN 2026	37,281.06
5182093	26-FEB-26	04-FEB-26	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-JAN 2026	4,593.27
5182092	26-FEB-26	02-FEB-26	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-JAN 2026	2,493.85
5181032	23-FEB-26	02-FEB-26	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-JANUARY 2026	1,817.20
5179713	10-FEB-26	04-DEC-25	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-NOV 2025	4,914.84
5179714	10-FEB-26	01-NOV-25	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-NOV 2025	5,300.00
5179718	10-FEB-26	08-DEC-25	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-NOV 2025	3,537.54
5179802	10-FEB-26	01-DEC-25	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-NOV 2025	1,225.83
5179717	10-FEB-26	09-JAN-26	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-NOV-DEC 2025	2,825.29
5180019	11-FEB-26	20-JAN-26	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-NOV-DEC 2025	3,367.08
5179805	10-FEB-26	27-AUG-25	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-NOV-DEC 2025	1,695.97
5181632	26-FEB-26	15-JAN-26	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-NOV-DEC 2025	171,719.86
5181635	26-FEB-26	17-NOV-25	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-OCT 2025	50,903.89
5179716	10-FEB-26	16-AUG-25	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-OCT-NOV 2025	188,817.85
5181035	23-FEB-26	28-JAN-26	RIVEON MENTAL HEALTH AND RECOVERY:PATIENT CARE-SEPT 2025	979.83
5179801	10-FEB-26	19-NOV-25	RIVEON MENTAL HEALTH AND RECOVERY:SOS 4.2 COMMUNITY WELLNESS CENTER-OCT 2025	958.67
5180020	11-FEB-26	28-JAN-26	RIVEON MENTAL HEALTH AND RECOVERY:SOS 4.2 COMMUNITY WELLNESS-JAN 2026	1,318.13
5179708	10-FEB-26	14-JAN-26	RIVEON MENTAL HEALTH AND RECOVERY:SOS 4.2 FAMILY GROUP DEC 2025	1,500.00
5179806	10-FEB-26	10-JAN-26	RIVEON MENTAL HEALTH AND RECOVERY:SOS 4.2 FAMILY GROUP-NOV-2025	4,617.34
5179709	10-FEB-26	06-JAN-26	RIVEON MENTAL HEALTH AND RECOVERY:TRANSPORTATION OCT-DEC 2025	3,750.00
5182122	26-FEB-26	21-JAN-26	SILVER MAPLE RECOVERY LLC:PATIENT CARE-OCT 2025	17,656.10
5180023	11-FEB-26	11-AUG-25	SILVER MAPLE RECOVERY LLC:PATIENT CARE-SEPT 2025	33,692.93
5182121	26-FEB-26	04-FEB-26	SILVER MAPLE RECOVERY LLC:SOS 4.2 OCT 2025	12,367.88
5181036	23-FEB-26	21-JAN-26	STELLA MARIS INC:PATIENT CARE DEC 2025	6,915.86
5182123	26-FEB-26	05-JAN-26	THE ROAD TO HOPE INC:PATIENT CARE-DEC 2025	47,027.00
5181350	25-FEB-26	01-FEB-26	THE ROAD TO HOPE INC:PATIENT CARE-JAN 2026	293.00
5182124	26-FEB-26	01-FEB-26	THE ROAD TO HOPE INC:PATIENT CARE-JAN 2026	50,175.00
TOTAL NETWORK AGENCY CONTRACTS				2,348,019.44
TOTAL MHARS BOARD EXPENSES - FEBRUARY 2026				3,427,204.72

LORMET ACCOUNT ENDING 6873

Statement Date	Account	Amount	Description	Warrant #	Expense Listing
					Reference
2/14/2026	3340.A100.600.A26.05.7200.0000	\$ 12.00	Parking for COHHIO's Housing 2026 Conference	5181622	(1)
	3340.A100.600.A26.05.7200.0000	\$ 363.21	Hotel for COHHIO's Housing 2026 Conference	5181622	(2)
	3340.A100.600.A26.05.7200.0000	\$ 750.00	Registration for COHHIO's Housing 2026 Conference	5181622	(3)
		\$ 1,125.21			

LORMET ACCOUNT ENDING 6899

Statement Date	Account	Amount	Description	Warrant #	Expense Listing
					Reference
2/14/2026	3340.A100.600.A26.05.6000.0000	\$ 39.59	Office Supplies	5181322	(4)
2/14/2026	3340.A100.600.A26.05.6000.0000	\$ 36.96	Office Supplies	5181322	(5)
		\$ 76.55			



LORMET COMMUNITY FEDERAL CREDIT UNION

Page 1 of 4

Feb 18 2026
11:01A

Summary of Account Activity

Account Ending In	6873
Previous Balance	\$28.00
Payments	\$28.00
Other Credits	\$0.00
Purchases & Debits	\$1,125.21
Purchases	\$1,125.21
Balance Transfers	\$0.00
Cash Advances	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$1,125.21
Statement Closing Date	02/14/2026
Days in Billing Cycle	31
Credit Limit	\$5,000.00
Available Credit	\$3,874.00
Cash Limit	\$5,000.00
Available Cash	\$3,874.00

INV
Date

Questions? View your account information online at <https://www.lormet.com/> or call our Customer Service Center toll free at 1-866-691-4716 or 1-531-262-5338.

Send Billing Inquiries and Correspondence to:
P.O. Box 2087, Omaha, NE 68103-2087

Mail Payments to: P.O. Box 2711, Omaha, NE 68103-2711

Payment Information

New Balance	\$1,125.21
Payment Due Date	03/11/2026
Minimum Payment Due	\$34.00

Late Payment Warning:

If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$0.00.

Minimum Payment Warning:

If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this account and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the Minimum Payment	6 years	\$1,125.00
\$31.00	3 years	\$1,125.00 (Savings = \$0.00)

If you would like information about credit counseling services, call 1-866-691-4716

INV # 214

Account Summary

Type of Balance	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charge	Promo End Date
Purchases	0.00%	\$0.00	\$0.00	
Cash Advance	0.00%	\$0.00	\$0.00	
Balance Transfer	0.00%	\$0.00	\$0.00	

TEAR OFF THIS PAYMENT STUB AND MAIL WITH YOUR CHECK OR MONEY ORDER TO THE ADDRESS BELOW.

LorMet Community Federal Credit Union
2051 Cooper Foster Park Road
Amherst, OH 44001-1208



Account Ending In 6873
Payment Due Date 03/11/2026
New Balance \$1,125.21
Minimum Payment Due \$34.00

Make Check Payable To:

\$

MICHAEL DOUD
1173 N RIDGE RD E STE 101
LORAIN OH 44055-3032

00046145
MSP 69



LorMet Community Federal Credit Union
P.O. Box 2711
Omaha, NE 68103-2711



409403001005686500000003400000001125211



LORMET COMMUNITY FEDERAL CREDIT UNION

Account Ending In 6873

Page 3 of 4

Important Information

THANK YOU FOR CHOOSING LORMET COMMUNITY FCU FOR YOUR CREDIT CARD NEEDS.

Payments and Credits

Post Date	Tran Date		Reference Number	
Payments				
				\$ Amount
MICHAEL DOUD				
02/09	02/09	Payment Branch Thank You Amherst Oh	XXXX XXXX XXXX 6873 7409403DR00XV09TA	\$28.00- \$28.00-

Purchases and Debits

Post Date	Tran Date		Reference Number	
MICHAEL DOUD				
				Total Activity
01/29	01/29	Laz Parking M19255wc Columbus Oh	XXXX XXXX XXXX 6873 2405522DEJQ798ZV2	\$1,125.21 \$12.00
01/30	01/30	Embassy Suites Columbu Columbus Oh	2469216DF34HEGEGX	\$363.21
02/05	02/05	Cohhio Www.Cohhio.Or Oh	2400077DL2X5D8KLN	\$750.00

2026 Total Year-To-Date

Total Fees charged in 2026	\$0.00
Total Interest charged in 2026	\$0.00



LORMET COMMUNITY FEDERAL CREDIT UNION

Page 1 of 4

Feb 18 2026
11:01A

Summary of Account Activity

Account Ending in	6899
Previous Balance	\$3,997.01
Payments	\$3,997.01
Other Credits	\$0.00
Purchases & Debits	\$76.55
Purchases	\$76.55
Balance Transfers	\$0.00
Cash Advances	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$76.55
Statement Closing Date	02/14/2026
Days in Billing Cycle	31
Credit Limit	\$5,000.00
Available Credit	\$4,844.00
Cash Limit	\$5,000.00
Available Cash	\$4,844.00

Payment Information

New Balance	\$76.55
Payment Due Date	03/11/2026
Minimum Payment Due	\$10.00

Late Payment Warning:

If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$0.00.

Minimum Payment Warning:

If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this account and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the Minimum Payment	8 months	\$77.00

If you would like information about credit counseling services, call 1-866-691-4716

Questions? View your account information online at <https://www.lormet.com/> or call our Customer Service Center toll free at 1-866-691-4716 or 1-531-262-5338.

Send Billing Inquiries and Correspondence to:
P.O. Box 2087, Omaha, NE 68103-2087

Mail Payments to: P.O. Box 2711, Omaha, NE 68103-2711

Account Summary

Type of Balance	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charge	Promo End Date
Purchases	0.00%	\$0.00	\$0.00	
Cash Advance	0.00%	\$0.00	\$0.00	
Balance Transfer	0.00%	\$0.00	\$0.00	

TEAR OFF THIS PAYMENT STUB AND MAIL WITH YOUR CHECK OR MONEY ORDER TO THE ADDRESS BELOW.

LorMet Community Federal Credit Union
2051 Cooper Foster Park Road
Amherst, OH 44001-1208



Account Ending In 6899
Payment Due Date 03/11/2026
New Balance \$76.55
Minimum Payment Due \$10.00

Make Check Payable To:

\$

BARRY HABONY
1173 N RIDGE RD E STE 101
LORAIN OH 44055-3032

00046146
MSP 69



LorMet Community Federal Credit Union
P.O. Box 2711
Omaha, NE 68103-2711



409403001005688100000001000000000076550



LORMET COMMUNITY FEDERAL CREDIT UNION

Account Ending In 6899

Page 3 of 4

Important Information

THANK YOU FOR CHOOSING LORMET COMMUNITY FCU FOR YOUR CREDIT CARD NEEDS.

Payments and Credits

Post Date	Tran Date		Reference Number	
Payments				\$ Amount
BARRY HABONY				XXXX XXXX XXXX 6899
01/27	01/27	Payment Branch Thank You Amherst	Oh	7409403DB00XSWASL
02/09	02/09	Payment Branch Thank You Amherst	Oh	7409403DR00XV09TA
				\$3,997.01-
				\$2,940.26-
				\$1,056.75-

Purchases and Debits

Post Date	Tran Date		Reference Number	
BARRY HABONY				XXXX XXXX XXXX 6899
				Total Activity
01/27	01/27	Amazon Mktpl*Gp0zo42w3 Amzn.Com/Bill Wa	2469216DB31H5YAR6	\$76.55
01/28	01/28	Amazon.Com*Lc5ji8iq3 Amzn.Com/Bill Wa	2469216DQ322E1V77	\$39.59
				\$36.96

2026 Total Year-To-Date

Total Fees charged in 2026	\$0.00
Total Interest charged in 2026	\$0.00

Mental Health, Addiction and Recovery Services Board of Lorain County
Revised Budget for FY26

	Original Budget FY26	Prior Approved Revisions FY26	Proposed Revisions FY26	Revised Budget FY26
Estimated Beginning Cash Balance - Board Levy	\$ 16,597,344		\$	15,088,749
Estimated Beginning Cash Balance - Unrestricted	-			-
Estimated Beginning Cash Balance - Board Allocations & Grants	672,815			629,519
Estimated Beginning Cash Balance - ISP	89,624			262,142
Estimated Beginning Cash Balance - TOTAL	<u>17,359,783</u>			<u>15,980,410</u>
Revenues:				
Levy	12,839,013	-	-	12,839,013
Local Grants	5,000	14,530	7,000	26,530
State Allocations & Grants	2,714,526	257,486	-	2,972,012
Federal Allocations & Grants	3,869,697	199,879	-	4,069,576
Pass-Through Grants	1,120,852	(71,600)	-	1,049,252
Integrated Services Partnership	-	1,085,000	-	1,085,000
Capital Reimbursements	640,871	-	-	640,871
Miscellaneous	122,622	-	-	122,622
Total Revenues	<u>21,312,581</u>	<u>1,485,295</u>	<u>7,000</u>	<u>22,804,876</u>
Expenses:				
Personnel - Salary and Benefits	2,400,000	(25,000)	-	2,375,000
Operating	435,000	25,000	-	460,000
Printing & Advertising	60,000	-	-	60,000
Capital Outlay	80,000	-	-	80,000
Crisis Recovery Center - Construction	2,900,000	-	(1,000,000)	1,900,000
Auditor & Treasurer Fees - Levy	213,500	-	-	213,500
Integrated Services Partnership	-	1,347,142	-	1,347,142
Pass-Through Grants	1,120,852	(71,600)	-	1,049,252
Agency & Community	3,216,149	948,828	41,211	4,206,188
Crisis Recovery Center - Operations	2,191,461	-	1,000,000	3,191,461
Network Agency Contracts	14,237,449	42,374	-	14,279,823
Total Expenses	<u>26,854,411</u>	<u>2,266,744</u>	<u>41,211</u>	<u>29,162,366</u>
Net Income	<u>(5,541,830)</u>	<u>(781,449)</u>	<u>(34,211)</u>	<u>(6,357,490)</u>
Estimated Ending Cash Balance - Board Levy	11,728,329			9,622,920
Estimated Ending Cash Balance - Unrestricted	-			-
Estimated Ending Cash Balance - Board Allocations & Grants	-			-
Estimated Ending Cash Balance - ISP	89,624			-
Estimated Ending Cash Balance - TOTAL	<u>\$ 11,817,953</u>		<u>\$</u>	<u>9,622,920</u>

Increase Local Grants revenue and Agency & Community expense \$7,000 for additional local grants received.

Increase Agency & Community expense \$34,211 for adjusted NEO Collaboration funding allocation.

Decrease Crisis Recovery Center Construction \$1,000,000.

Increase Crisis Recovery Center - Operations \$1,000,000 for shortfall in revenues to be received.

Contracts to be Authorized by the MHARS Board of Directors

March 24, 2026

Contractor/Vendor	Service Provided	Contracted/Budgeted Amount
Visual Edge IT	Copier Lease See Lease Analysis	60 month lease totaling \$53,050.80
*Transitional Age Youth (TAY) Pooled Funding for Recovery Housing	See APS 03.26.01 3340.C501.600.C26.05.6200.0000	NTE budgeted amount of \$270,000 for 9/30/25 - 9/29/26
*Riveon Mental Health & Recovery	FY26 CRC Contract See APS 03.26.02	NTE increase original contract amount \$1,000,000 from \$1,941,461 to \$2,941,461 for 10/1/25 - 06/30/26
Applied Health Research	Develop and provide tools and processes for collecting, analyzing, and presenting key local data.	NTE \$20,000
Brian-Kyles	CY26 Landscaping - Turf and Ornamental Agreement	NTE \$17,891.90 for administration building property and \$830.56 for Oberlin Avenue mowing for 1/1/26 - 12/31/26
* Contract recommended for approval from Community Planning & Oversight Committee		

LEASE ANALYSIS

Company	Term	Monthly Charge	Total Cost	Black Included	Black Overage	Color Included	Color Overage	Equipment
Xerox (previously ComDoc) - Current Lease	60 months	898.00	53,880.00	13500	0.0039	3750	0.0390	Xerox
Xerox	60 months	869.00	52,140.00	4000 / 1750	.0057 / .00896	4000	0.0570	Xerox
Ohio Business Machines - Option 1	60 months	1,237.03	74,221.80	13000	0.0039	3000	0.0390	Ricoh/Sharp
Ohio Business Machines - Option 2 (separate fax unit)	60 months	1,020.25	61,215.00	13000	0.0039	3000	0.0390	Sharp
Lake Business Products	60 months	1,078.00	64,680.00	7000	0.0045	4700	0.0450	Canon
Visual Edge IT	60 months	884.18	53,050.80	13000	0.0050	3000	0.0340	Xerox/Kyocera

Contacted companies to submit a proposal for copiers:

- 1. Main copier, downstairs location in workroom, include color, include Fiery for high resolution color (copy, print, scan, e-mail, fax)
- 2. Secondary copier, upstairs location in hallway, black only (copy, print, scan, e-mail)
- 3. Dedicated copier for finance, located in finance office, black only (copy, print, scan, e-mail)

In person demo was provided to us by Lake Business Products and Visual Edge IT
All provided equipment specs and demo printings were provided by each company.

Anlaysis:
Current company has had multiple issues over the lease term with the equipment and service. Per review of remaining proposals, Visual Edge IT was the most cost effective and met all of our requirements/specifications. Our receommendation is to enter into a 60 month lease agreement for copiers with Visual Edge IT.



Mental Health, Addiction & Recovery Services Board of Lorain County

Agenda Process Sheet

APS No. **03.26.01**

- ☐ **COMMUNITY PLANNING & OVERSIGHT COMMITTEE**
- ☒ **FINANCE COMMITTEE**
- ☐ **OTHER COMMITTEE**
- ☐ **BOARD OF DIRECTOR'S MEETING**

☒ **NEW PROGRAM**

☐ **CONTINUING PROGRAM**

☐ **EXPANDING PROGRAM**

Subject: SOS 4.0 Supplemental Grant

Contract Entity(s): pooled funding for certified recovery housing agencies; Road to Hope, Primary Purpose, Silver Maple

Contract Term: FFY26 September 30, 2025 to September 29, 2026

Funding Source(s): Ohio Department of Behavioral Health and SAMHSA SOS 4.0

Contract Amount: \$270,000

Project Description:

This grant opportunity is made possible with SOS 4.0 dollars and will establish a pathway that ensures that Lorain County young adults have a stable living environment that allows them to maintain and increase their recovery capital while establishing recovery from opioid and/or stimulant use disorders. The objective is to connect the eligible clients to Recovery Housing Residences, peer support, vocational training, employment supports, transportation and housing and childcare costs as needed. Funding will be utilized to create a new wrap around approach to services for this population with lead partners being certified Recovery Housing Residences: Road to Hope, Silver Maple and Primary Purpose. The project will allow any Lorain County resident within the age range of 18-24 with opioid and/or stimulant use disorders who are homeless, at risk of homelessness, or residing in certified Recovery Housing Residences. A proposed 30 clients will be served. Funding structure will be pooled funding to allow funds to be utilized effectively due to time constraints of the grant.

Planning considerations or impact specific to population, cultural or geographic disparities for access and engagement:

This population has not previously had a dedicated program that will provide wrap funding to support their recovery.



Mental Health, Addiction & Recovery Services Board of Lorain County

Agenda Process Sheet

Planning considerations or impact specific to the Strategic Plan:

This program is person centered and collaborates across systems to support the client.

Related Facts:

Funding follows SOS 4.0 guidelines and is for FFY26. All providers involved have been involved with SOS previously and know reporting expectations.

Number Served:

New program

System Impact:

These funds will allow stability for young people in Lorain County who are on their recovery journey. Funding will not only support their recovery housing, but will enhance their ability to be successful and independent in the community.

Metrics <i>(How will goals be measured)</i>	Number served, recovery house and services received will be reported monthly to MHARS Board. In addition, agency will enroll participants in the data collection system required by the state for all SOS grant participants.
Evaluation/ Outcome Data <i>(Actual results from program)</i>	N/A new program



Agenda Process Sheet 03.26.02

- ☐ COMMUNITY PLANNING & OVERSIGHT COMMITTEE
- ☒ FINANCE COMMITTEE
- ☐ OTHER COMMITTEE
- ☐ BOARD OF DIRECTOR'S MEETING

☐ NEW PROGRAM

☒ CONTINUING PROGRAM

☐ EXPANDING PROGRAM

Subject: Lorain County Crisis Recovery Center (CRC)

Contract Entity(s): Riveon Mental Health and Recovery

Contract Term: FY26 Beginning October 1, 2025

Funding Source(s): Levy

Contract Amount: increase \$1,000,000

Project Description: The Lorain County Crisis Recovery Center (CRC) provides 24/7 Crisis Intervention and Observation utilizing the Fusion Model on the first floor. With a length of stay of 23 hours or less, 14 arm chairs and 2 private rooms dictate the capacity in the 'Living Room' with triage, assessment and crisis de-escalation occurring also in office space. Withdrawal Management at the American Society of Addiction Medicine (ASAM) 3.7 level will be provided on the second floor. 16 private rooms are available for these medically monitored intensive outpatient services, with an average length of stay from 3-5 days.

At this time, additional funding is needed to support the CRC as it ramps up through this initial $\frac{3}{4}$ of a year.

Seen in the attached metrics, 603 visits occurred within the first quarter and the 1,000 visit mark was passed at the end of February.

Revenues are dependent on these primary factors:

- Number of persons served – daily census

- Services provided – type of service, duration of service, total number of services

- Payer mix- Medicaid, other payer, MHARS Benefit Plan

Daily Census - Budget projections were made based upon an average daily census for each floor of 8 persons. A ramp up over time is expected with early months being lower. Average daily census has been below this mark.

Services Provided - As there is no per diem rate established in Ohio for Crisis Intervention with Observation, revenues are generated through fee for service payments by Medicaid or other insurances or MHARS Point of Service (POS) funding. These rates are established for traditional outpatient treatment and, by design, cannot fund a fire-house model such as the CRC. Assessment, Counseling, Medical and Peer Services are paid varying rates that are also time dependent. These services will vary depending upon the needs of each person during their visit.

Payer Mix- Another variable that was predicted with budgeting is the ability to draw down revenue from payers other than the MHARS Board. Medicaid, Medicare and insurances can be billed for some of the services provided. Services not otherwise covered are paid through MHARS POS Funding. The less people with coverage, the greater that services are funded through MHARS.

Relatedly, MHARS provides a second 'category' of funding. Gap Funding is provided to sustain the program as revenue is insufficient to cover expenses. Stated above, there is no payment structure specific to Crisis Intervention with Observation. There has been discussion and planning specific to this at the state level, involving the Ohio Department of Behavioral Health and the Ohio Department of Medicaid. In the interim, we have planned for gap funding over the next several years, decreasing over time as the program develops, as revenues increase and, eventually, with a change in investment by Medicaid.

Planning considerations or impact specific to population, cultural or geographic disparities for access and engagement: Planning for the Lorain County Crisis Recovery Center (CRC) began in 2017, sparked by Sequential Intercept Mapping and discussion radiated across several facets of needs assessment, consultation, learning communities and system impact. Although a focus existed on diversion from law enforcement and emergency departments, the availability of 24/7, walk in, accessible behavioral health care for crises and in county withdrawal management were seen as critical to change the behavioral health system. Existing models across the country were reviewed and visited and SAMHSA shaped best practices in this emerging service through their Roadmap to the Ideal Crisis System and the Crisis Now Model and its tool, the Crisis Now Calculator. Specific to populations, services will be provided for adults. Geographically, the CRC is located off highway access and central to our largest populations. Law Enforcement and EMS have been engaged as important collaborators and this location serves the entire county with a benefit of less than 7 minute drop off. All persons in crisis, located in the county, regardless of insurance are able to access crisis services. Withdrawal management will prioritize Lorain County Residents and also be accessible regardless of insurance. Population specific and culturally and linguistically appropriate services (CLAS) will be provided along-side of a person-centered approach.

Planning considerations or impact specific to the Strategic Plan:

Planned during the previous Strategic Plan,

4.0 Partner with stakeholders to improve Lorain County's Crisis Continuum to provide appropriate and timely responses to crises.

4.1 Update an integrated Crisis Continuum for adults, children and adolescents - to include call centers, crisis lines, treatment finders, mobile crisis, mobile response support teams, crisis intervention and quick response teams, crisis stabilization centers, withdrawal management services, residential treatment facilities, step down, connections to treatment and recovery supports.

4.2 Assess withdrawal management services capacity (i.e. detox). Determine client and system outcome metrics for the Crisis Continuum.

4.3 Determine client and system outcome metrics for the Crisis Continuum.

4.4 Continue to evaluate and refine costs for implementation and sustainability of the Crisis Continuum.

4.5 Complete an updated “Business Case” for a comprehensive Crisis Continuum for community stakeholders.

4.6 Partner with stakeholders to address gaps in Crisis Continuum.

4.7 Partner with stakeholders to establish, build and support the Crisis Stabilization Center.

Related Facts: Resolution 21-05-01 was adopted by the MHARS Board of Directors on May 27, 2021. The Resolution appropriated \$4,889,318 for first 5 years of service and \$680,657 gap funding thereafter.

Number Served: As of the date of this document, the CRC has surpassed its 1,000th person served. Projections included a ramp up of capacity and utilization on the first floor from 8 persons per day to 24 persons per day as the CRC is increasingly known as a resource. On the second floor, with an average length of stay of 5 days, 16 beds would allow for 1,168 persons served at full capacity. Ramp up for this will also occur prior to full utilization.

System Impact: Based upon the research, literature and learning communities, the CRC offers a new level care that provides the right care at the right time. As the system and individuals learn of this alternative, a reduction in emergency room visits, inpatient hospitalization and incarceration is expected. This resource will be an added pillar to the crisis continuum of telephonic and in person response. As a more appropriate level of care, it enables better engagement in a crisis and better linkage to ongoing services to reduce future crises. With a new resource, de-escalation time and drop off time for first responders will be reduced.

A survey suggested that over 700 people were transported out of Lorain County for withdrawal management each year. Not only reducing the cost of transportation, the time saved returns an ambulance to service quickly. Persons are generally better served in their own communities where access to informal supports are supported and discharge linkages to ongoing services can be made.

Metrics <i>(How will goals be measured)</i>	See attachment B
---	------------------

Evaluation/ Outcome Data <i>(Actual results from program)</i>	See Attachment B
---	------------------

ATTACHMENT B

Crisis Recovery Center Service Criteria Report - 2nd Quarter FY2026

Report Rationale: Riveon Mental Health and Recovery is committed to promote mental health wellness through our practices. In partnership with the mission and goals of the Lorain County Mental Health and Addition Services Board, Riveon implements evidence-based practices in our day-to-day services; and utilizes data driven methods that promote higher quality of care.

Crisis Services metrics

Persons served

Demographic breakdown

Age		
Age bracket	# of clients	%
18-20	29	4.79
21-30	177	29.26
31-45	200	33.17
46-54	101	16.69
55-64	56	9.26
65+	40	6.61
Other	0	0
Total	603	100

Gender breakdown

Gender		
Gender	# of clients	%
F	273	45.27
M	329	54.56
Other	1	0.17
Total	603	100

Race breakdown

Race		
Race	# of clients	%
Black or African American	100	16.58
Korean	1	0.17
Other Asian	3	0.50
Other single race	37	6.14
Two or more races	24	3.98
Unknown	73	11.95
White/Caucasian	365	60.68
Total	603	100

ATTACHMENT B

Ethnicity breakdown

Ethnicity		
Ethnicity	# of clients	%
Hispanic or Latino	100	16.58
Mexican	0	0
Not Hispanic or Latino	462	76.62
Puerto Rican	0	0
Unknown	39	6.47
Declined to Answer	2	0.33
Total	603	100

Zip Code breakdown

Zip Code		
Zip Code	# of clients	%
44001	48	7.96
44011	19	3.15
44012	12	1.99
44028	4	0.66
44035	126	20.89
44039	16	2.70
44044	5	0.82
44050	2	0.33
44052	91	15.09
44053	113	18.73
44054	15	2.48
44055	85	14.09
44074	23	3.81
44090	7	1.16
44109	5	0.82
44129	2	0.33
44140	1	0.16
44826	1	0.16
44889	2	0.03
Other	26	4.31
Total	603	100

ATTACHMENT B

Referrals/Arrivals

Referrals from 988

Referrals/Arrivals	
# of clients	Average time from end of call to arrival
9	80 mins

Referrals/Arrivals

Referrals/Arrivals		
Arrivals	# of clients	%
Clients arriving via EMS	0	0
Clients arriving via LEO	24	3.9
LEO/EMS Breakdown		
Clients arriving via EMS No Pink Slip	0	0
Clients arriving via LEO No Pink Slip	24	58.3
Clients arriving via EMS Pink Slip	0	0
Clients arriving via LEO Pink Slip	0	0
Triage only Clients		
Clients who did not access Living Room	278	46

Day of the week and time of arrival breakdown

Day Of Week	12:00:00 AM	3:00:00 AM	6:00:00 AM	9:00:00 AM	12:00:00 PM	3:00:00 PM	6:00:00 PM	9:00:00 PM	Total
Sunday	0.50%			1.01%	0.34%	1.85%	1.17%	0.84%	5.70%
Monday		0.50%	1.01%	3.69%	6.38%	3.36%	1.34%	0.67%	16.95%
Tuesday	0.84%	0.34%	1.34%	4.53%	4.19%	4.87%	2.01%	0.50%	18.62%
Wednesday	0.34%		1.68%	4.70%	5.03%	2.85%	1.17%	1.17%	16.95%
Thursday	0.34%	0.34%	0.34%	4.03%	5.20%	4.70%	1.51%	1.17%	17.62%
Friday	0.34%		1.01%	4.53%	5.37%	2.52%	1.51%	1.34%	16.61%
Saturday	1.17%	0.34%	0.34%	1.51%	0.84%	1.68%	1.01%	0.67%	7.55%
Total	3.52%	1.51%	5.70%	23.99%	27.35%	21.81%	9.73%	6.38%	100.00%

Day Of Week	12:00:00 AM	3:00:00 AM	6:00:00 AM	9:00:00 AM	12:00:00 PM	3:00:00 PM	6:00:00 PM	9:00:00 PM	Total
Sunday	3			6	2	11	7	5	34
Monday		3	6	22	38	20	8	4	101
Tuesday	5	2	8	27	25	29	12	3	111
Wednesday	2		10	28	30	17	7	7	101
Thursday	2	2	2	24	31	28	9	7	105
Friday	2		6	27	32	15	9	8	99
Saturday	7	2	2	9	5	10	6	4	45
Total	21	9	34	143	163	130	58	38	596

ATTACHMENT B

Housing Circumstance at Arrival

Housing Circumstance at Arrival		
Arrivals	# of clients	%
Jail or correctional facility	1	0.17
On the street or in a homeless shelter	108	17.91
Other	17	2.81
Own home/apartment	270	44.77
Relative's home/apartment	114	18.90
Friend's home/apartment	40	6.63
Residential Care/Group Home/ACF	11	1.82
Skilled Nursing Facility	0	0
Sober Living House	27	4.47
Temporary Housing	2	0.33
Unknown	11	1.82
Community Residence	2	0.33
Total	603	100

Lobby Wait Time

Lobby Wait Time – Q2		
Lobby Wait Time	# of clients	%
No Wait	15	2.48
Less Than 20 Minutes	252	41.79
20-40 Minutes	214	35.48
40-60 Minutes	75	12.43
Over 60 Minutes	47	7.79
Total	603	100

Number unable to serve due to capacity limits
0

Number of people returning within 30 days
24

ATTACHMENT B

Defining Crisis

Presenting Crisis		
Presenting Crisis	# of clients	%
MH	156	25.87
SUD	317	52.57
Unknown	130	21.55
Total	603	100

Services Provided

People leaving against recommendation	
# of clients	%
21	4

Length of Stay

Length of Stay		
Length	# of clients	%
Less than 30 minutes	11	5.88
31 minutes - 1 hour	5	2.67
61 minutes - 3 hours	28	14.97
3 - 6 hours	17	9.09
6 - 10 hours	23	12.29
11 - 15 hours	36	19.25
15 - 20 hours	41	21.92
20 - 23 hours	22	11.76
Greater than 23 hours	4	2.13
Total	187	100

Withdrawal Management Care measured in # of days

WM Care measured in # of days		
# of Days	# of clients	%
0	7	6.93
1	8	7.92
2	15	14.85
3	13	12.87
4	11	10.89
5	17	16.83
6	16	15.84
7	9	8.91
8	1	0.99
Ongoing	4	3.96
Total	101	100

ATTACHMENT B

People served without accessing Living Room	
# of clients	%
278	46
Considered Resolved	
# of clients	%
584	96
Considered declining additional recommendations	
# of clients	%
21	4

Disposition and Outcome

#/% Persons arriving with a Pink Slip sent to ED/Inpatient Behavioral Health	
# of clients	%
0	0

#/% Voluntary arrivals sent to ED/Inpatient Behavioral Health	
# of clients	%
47	7.7

Linkage to services

Referral Only By Agency		
	# of clients	%
Dropped out/Admin Discharge	2	.36
Not Referred	4	.72
Other person/organization	7	1.26
Private practice MH professional	1	.18
Private psychiatric or MH programs	3	.54
Public psychiatric or MH program	7	1.26
Social or community agency	10	1.80
Unknown	569	93.88
Total	603	100
Appointment Made by Agency		
n/a	# of clients	%
n/a	Unknown	Unknown

ATTACHMENT B

Referral to 2nd floor withdrawal management captured separately from referral to Riveon Outpatient)
94

Housing status at Departure

Housing Status at Departure		
Status	# of clients	%
Friend's home/apartment	51	8.45
On the street or in a homeless shelter	87	14.42
Other	23	3.81
Own home/apartment	222	36.81
Relative's home/apartment	125	20.72
Residential Care/Group Home/ACF	8	1.32
Sober Living House	26	4.31
Supervised Apartment	3	.49
Temporary Housing	3	.49
Unknown	55	9.12
Total	603	100

Satisfaction Survey Results

Satisfaction Survey Results		
Questions	# of clients	%
Clients who receive any form of assistance from CRC reporting satisfaction with care received	23	100
Clients who report their crisis was resolved successfully because of assistance at CRC	15	100

Clients seeking peer support services are connected to a peer recovery specialist at time of discharge through a warm handoff	
# of clients	Average time from end of call to arrival
17	3.09

Clients admitted to and receiving Withdrawal Management who successfully complete detox treatment as defined by their treatment protocol	
# of clients	Average time from end of call to arrival
36	77.59

ATTACHMENT B

Lessons Learned

1) What do the outcome measures tell you? What worked better than expected / did not work as well as expected?

We knew that Peer Supports would be helpful in client's recovery but seeing them in action and the impact they had on clients was remarkable. As for what did not work as expected, our workflow showed some room for improvement. In the intake area we had to make some adjustments and be flexible. It was causing us to have a bottle neck that backed up the process. But with staff feedback adjustments were made in real time.

2) What trends has the program experienced during this reporting period which have likely impacted these measures?

Now that staff are becoming more comfortable with their jobs, we have begun to look at making improvements. Using staff meetings and such to get everyone on the same page and maximizing client care.

3) What are the current, concrete action step(s) that your team is / will be taking to improve customer outcomes? (planning an action to bring about positive change, carry out the plan, measuring / analyzing the impact of the action, and/or what actions will be taken based on the knowledge gained)? Please describe briefly:

It is too soon to make procedural changes. We need to gather more data and experience first.

Executive Committee Meeting Report

Tuesday, March 17, 2026 6:28pm Conference Room

The Executive Committee shall be composed of the Chair, the Vice Chair, Secretary, Chief Governance Officer, and ALL Chairs of Standing Committees. Between the meetings of the BOD, the Executive Committee, shall have, and may exercise, the authority of the BOD, except as such authority is limited by statute. The Executive Committee shall have only such power and authority of the BOD between meetings of the BOD as shall be necessary to address crisis situations of the Board; any such action taken by the Executive Committee between meetings of the BOD shall be subject to ratification or modification by the BOD at its next regularly scheduled meeting.

Committee Members Present: Daniel Urbin, Board Chair; Mike Babet, Vice Chair, Kreig Brusnahan, Chief Governance Officer; Wanda Ewing, James Schaeper

Other Board Members Present: Michele Flanagan, Thomas Lumsden

Committee Members Absent: Sandra Premura, John Nisky

Staff Present: Michael Doud, Vinaida Reyna

I. Recommendations

- a. **Abolish the Nominating Committee**
 - The Committee agreed to recommend abolishing the Nominating Committee effective June 30, 2026.
 - Responsibilities/tasks from the Nominating Committee will be performed under the Governance Committee.
- b. **CRC Master Amendment to Ground Sublease** (attachment)
 - James Schaeper made a motion to approve the amendment suggested by our legal team. Seconded by Wanda Ewing. All in favor. Motion carries.
- c. **Form the Ad Hoc Crisis Recovery Center Committee**
 - Wanda Ewing made a motion to form the Ad Hoc CRC Committee for the purpose of supporting marketing, community awareness, and program support. Seconded by Mike Babet. All in favor. Motion carries.
 - Members assigned to the Ad Hoc committee are Dan Urbin and Michele Flanagan, Co-Chair, Mike Babet, Wanda Ewing, Thomas Lumsden, Clifton Oliver, Mark Skellenger. Staff – Michael Doud and Rick Sherlock.

II. Informational

- a. Review Draft Executive Director Evaluation tool (attachment)

III. Unfinished Business

- a. Kreig Brusnahan asked for updates on the CRC sign. Michael shared that all documents are ready to move forward with placement/installation.

Executive Committee Meeting Report

Tuesday, March 17, 2026 6:28pm Conference Room

IV. New Business – None at this time.

V. Determination of Consent Agenda

- The committee agrees to place recommendation items a, b, and c on Consent Agenda for the March 2026 Board of Directors' meeting.

VI. Adjourned at 6:55pm

Next Meeting: As needed

Subject:

Broadway Lease Amendment - Riveon / Mental Health Board

From: Kathryn Perales <kathryn.perales@lcprosecutor.org>

Sent: Tuesday, February 24, 2026 2:39 PM

To: Henderson, Alan <ahenderson@ubglaw.com>

Cc: Kelly Laubenthal <kelly.laubenthal@lcprosecutor.org>; Michael Doud <mdoud@MHARSLC.org>

Subject: RE: Broadway Lease Amendment - Riveon / Mental Health Board

Dear Alan,

Thank you very much for putting all of that together – using “Appendix” and “Schedule” and all of that really helps - I approve of the draft and have no suggested changes. Do you expect to have any further edits from your side?

Michael,

If you have any further concerns, please give me a call, or reply just to me and Kelly.

I'm wrapping my head around the effective date of 11/15/23 and the commencement date of 10/1/25, as referenced in the Memorandum of Lease. This lines up with the effective date of the Ground Sublease and the Parking Sub-sublease, which will now both be incorporated into this Lease Amendment. So I'll go along with those dates.

Michael, if you approve of the most recent draft that Alan sent, and I think you do, please reply all with details of when/how you'll submit it to your board for approval, so Alan will know.

Alan, we prefer that the MHARS Board be the last to sign their contracts – once the draft is finalized, can you please obtain Riveon's signature and forward the signed document back here?

Thank you,

Very truly yours,

Kathy Perales, Esq.

Assistant Prosecutor - Civil Division

Lorain County, Ohio Prosecutor's Office

225 Court Street, 3rd Floor

Elyria, OH 44035

Phone: (440)406-3276 | Fax: (440)328-2179

Email: kathryn.perales@lcprosecutor.org

MASTER AMENDMENT TO GROUND SUBLEASE

THIS MASTER AMENDMENT TO GROUND SUBLEASE (“**Master Amendment**”) is made at Lorain, Ohio as of October 1, 2025, by and between **Riveon Mental Health and Recovery**, an Ohio nonprofit corporation (“**Landlord**”, or “**Riveon**”), and **Mental Health, Addiction & Recovery Services Board of Lorain County**, an Ohio governmental entity (“**Tenant**”, or “**Mental Health Board**”).

RECITALS:

Broadway Leases

By means of that certain Lease Agreement dated November 15, 2023 (the “**Original Broadway Lease**”), Norcare Enterprises, Inc., an Ohio non-profit corporation (“**Norcare**”) leased certain real property located at 6130 S. Broadway, Lorain, Ohio, Tax Parcel No. 06-21-001-101-067, and 6140 S. Broadway, Lorain, Ohio, Tax Parcel No. 06-21-001-101-068, as depicted on Appendix 1 attached hereto (collectively, the “**Norcare Property**”, or the “**Riveon Property**”), to The Nord Center, an Ohio non-profit corporation (“**Nord Center**”). A copy of the Original Broadway Lease is attached as Schedule 1 to this Master Amendment.

By means of that certain Ground Sublease dated to be effective November 15, 2023 (the “**Ground Sublease**”), Nord Center subleased the real property located at 6130 S. Broadway, Lorain, Ohio, being tax parcel number 06-21-001-101-067, as depicted on Appendix 2 attached hereto (the “**Ground Sublease Premises**”, or “**Ground Lease Premises**”), to Mental Health Board. A copy of the Ground Sublease is attached as Schedule 2 to this Master Amendment.

Parking Leases

By means of that certain Lease Agreement dated January 7, 2009 (the “**Original Parking Lease**”), Eschtruth Investment Co., LLC, an Ohio limited liability company (“**Eschtruth**”) leased to Norcare certain premises owned by Eschtruth located adjacent to the Norcare Property for purposes of parking to serve the facilities of Norcare on the Norcare Property (the “**Original Parking Lease Premises**”). A copy of the Original Parking Lease is attached as Schedule 3 to this Master Amendment.

By means of that certain Sublease Agreement dated November 15, 2023 (the “**Parking Sublease**”), Norcare subleased the Original Parking Lease Premises to Nord Center. A copy of the Parking Sublease is attached as Schedule 4 to this Master Amendment.

By means of that certain Sub-Sublease Agreement dated to be effective November 15, 2023 (the “**Parking Sub-Sublease**”), Nord Center sub-subleased a portion of the Original Parking Lease Premises (the “**Parking Sub-Sublease Premises**”) to Mental Health Board for use in connection with its operations at the Ground Sublease Premises. A copy of the Parking Sub-Sublease is attached as Schedule 5 to this Master Amendment.

Merger of Interests in Broadway Leases

Effective January 1, 2025, Norcare merged with Riveon, leaving Riveon as the entity surviving the merger. Effective July 1, 2024, The Nord Center, in connection with its merger with Lorain County Alcohol and Drug Abuse Services, Inc., changed its name to Riveon Mental Health and Recovery, an Ohio non-profit corporation (the merger of Norcare with Riveon and the name change of The Nord Center to Riveon are collectively referred to herein as the “**Riveon Merger**”).

Accordingly, effective January 1, 2025, as a result of the Riveon Merger, the interests of the landlord and tenant under the Original Broadway Lease were merged into one entity, Riveon Mental Health and Recovery (the “**Broadway Leases Merger**”).

Despite the Broadway Leases Merger, Riveon and Mental Health Board wish to provide for the continuation of the Ground Sublease as a direct (prime) lease between Riveon and Mental Health Board, in accordance with the terms of this Master Amendment.

Sale to Riveon and Termination of Original Parking Lease

By Limited Warranty Deed recorded June 12, 2025, as Instrument No. 2025-0056048, Eschtruth conveyed a portion of its property adjacent to the Norcare Property, including the Parking Lease Premises, to Riveon (the “**Eschtruth Deed**”). A copy of the Eschtruth Deed is attached as Schedule 6 hereto.

In connection with the sale of the Original Parking Lease Premises to Riveon, by means of the Termination of Lease dated June 10, 2025, Eschtruth and Riveon terminated the Original Parking Lease (the “**Original Parking Lease Termination**”). A copy of the Original Parking Lease Termination is attached as Schedule 7 hereto.

Despite the (i) Original Parking Lease Termination, and (ii) the merger of interests in the Parking Sublease as a result of the Riveon Merger, Riveon and Mental Health Board wish to provide for the continued lease of parking spaces from Riveon to Mental Health Board, in accordance with the terms and provisions of this Master Amendment.

NOW THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, Riveon and Mental Health Board hereby agree as follows:

1. **Conversion of Ground Sublease to Prime Lease.** Notwithstanding the Broadway Leases Merger, (a) the Ground Sublease shall continue in full force and effect as a direct (or prime) lease, to be referred to as the “Ground Lease” between Riveon, as Landlord, and Mental Health Board, as Tenant, and (b) Riveon and Mental Health Board do hereby ratify and affirm all provisions of the Ground Sublease, now known as the Ground Lease. All references to the “Master Lease” in the Ground Lease are null and void.

2. **Provisions for Parking Incorporated Into Ground Lease.** The Parking Sub-Sublease is hereby terminated, and the following provisions are added as Article 16 of the Ground Lease:

“16.1 Ground Lease Parking Premises.

16.1.1 Landlord demises and leases the Parking Sub-Sublease Premises to Tenant (referred to hereinafter as the “**Ground Lease Parking Premises**”), for the length of the Term of the Ground Lease and for the purpose expressly provided in Section 16.3.1 below.

16.1.2 Tenant’s right to the use of the Ground Lease Parking Premises will terminate if Tenant fails to pay the Rent due pursuant to the Ground Lease.

16.1.3 On termination of the Ground Lease, all improvements on the Ground Lease Parking Premises shall remain at the Ground Lease Parking Premises. Tenant shall have no obligation to remove the same or to restore the Ground Lease Parking Premises to its original condition.

16.2 Rent for Ground Lease Parking Premises. Tenant shall pay Landlord as rent for the Ground Lease Parking Premises, the sum of One and 00/100 Dollars (\$1) per year. Landlord and Tenant agree that Tenant’s rent obligation for the Ground Lease Parking Premises has already been paid-up in full for the Term of the Ground Lease.

16.3 Tenant’s Rights and Obligations.

16.3.1 Tenant shall occupy and use the Ground Lease Parking Premises only for the construction, maintenance, repair, restoration, and replacement of a parking lot and related improvements and for parking, access, ingress, and egress of vehicles. Tenant shall be solely responsible for the construction of its parking facilities at the Ground Lease Parking Premises, and Tenant acknowledges and agrees that Landlord shall have no construction obligations related to same.

16.3.2 Tenant shall assume the full risk of any damage to the Ground Lease Parking Premises, and Tenant’s personal property located thereon, and for any injuries to Tenant, any agents, employees, invitees, or any tenants of the Ground Lease Parking Premises, and Landlord shall not be liable to Tenant for any of said damages.

16.3.3 In the event the real estate taxes assessed against the parcel of which the Ground Lease Parking Premises is a part increase due to the improvements constructed by Tenant on the Ground Lease Parking Premises, then Tenant shall pay the amount of increased taxes to Landlord within thirty (30) days after receipt of the real estate tax bill showing the increase and for each bill thereafter indicating such increase delivered to Tenant during the Term of the Ground Lease.

16.3.4 Storm water run-off and other drainage from the Ground Lease Parking Premises may NOT drain to the adjoining land owned by Landlord, and Landlord shall have no responsibility with respect to the same.

16.3.5 Any topsoil removed by Tenant for construction of said parking lot and other facilities shall be delivered to Landlord. Tenant shall reasonably coordinate its construction activities with Landlord to facilitate delivery of the topsoil to Landlord. In the event Landlord fails to receive topsoil within seven (7) days after notice from Tenant that it is available for removal, Tenant may dispose of the topsoil as it determines, but may not deposit the topsoil on adjoining land owned by Landlord.

16.3.6 Tenant will have no right to assign or sublet its right to use of the Ground Lease Parking Premises without express written consent of Landlord, which may be withheld in the sole and absolute discretion of Landlord.”

3. **Commencement Date Agreement.** Landlord and Tenant agree that the Commencement Date Agreement to be executed by the parties pursuant to Section 5.1 of the Ground Lease will be in the form attached as Appendix 3 hereto. Landlord and Tenant will execute the Commencement Date Agreement simultaneously with the execution of this Master Amendment.

4. **Memorandum of Lease.** Landlord and Tenant agree that the Memorandum of Lease to be executed by the parties pursuant to Section 14.5 of the Ground Lease will be in the form attached as Appendix 4 hereto. Landlord and Tenant will execute the Memorandum of Lease simultaneously with the execution of this Master Amendment.

5. **Landlord’s Notice Address.** Landlord’s notice address is updated to the following:

6140 S. Broadway
Lorain, Ohio 44503
Attn: Don Schiffbauer
Email: dschiffbauer@riveonhealth.org

With a copy to:

UB Greensfelder LLP
1660 West 2nd Street, Suite 1100
Cleveland, Ohio 44113-1406
Attn: David E. Schweighoefer
Telephone: 216-583-7278
Email: dschweighoefer@ubglaw.com

6. **Binding Effect.** Except as expressly modified by this Master Amendment, all terms and conditions of the Ground Lease as amended shall remain in full force and effect. This Master Amendment is binding on the parties’ successors and assigns.

7. **Entire Agreement.** The Ground Lease, as amended by this Master Amendment, constitutes the entire agreement between Landlord and Tenant with respect to the Ground Lease Premises and the Ground Lease Parking Premises and may be amended or altered only by written

agreement executed by both parties, and supersedes all prior agreements, whether written or oral, between the parties.

8. **Amendment Controls.** In the event of any conflict between any provisions of this Master Amendment and any provision of the Ground Lease, the provisions of this Master Amendment shall control.

IN WITNESS WHEREOF, Landlord and Tenant hereto have set their hands as of the day and year first above written.

LANDLORD (“RIVEON”):

Riveon Mental Health and Recovery
an Ohio nonprofit corporation

By: _____

Print: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF LORAIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026,
by _____, the _____ of Riveon Mental Health and Recovery,
an Ohio nonprofit corporation, on behalf of the corporation.

Notary Public, State of _____

My Commission Expires: _____

[Signature page of Landlord to Master Amendment to Ground Sublease]

TENANT:

**Mental Health, Addiction & Recovery Services
Board of Lorain County,**
an Ohio governmental entity

By: _____

Print: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF LORAIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026,
by _____, the _____ of Mental Health, Addiction
& Recovery Services Board of Lorain County, an Ohio governmental entity.

Notary Public, State of _____

My Commission Expires: _____

[Signature page of Tenant to Master Amendment to Ground Sublease]

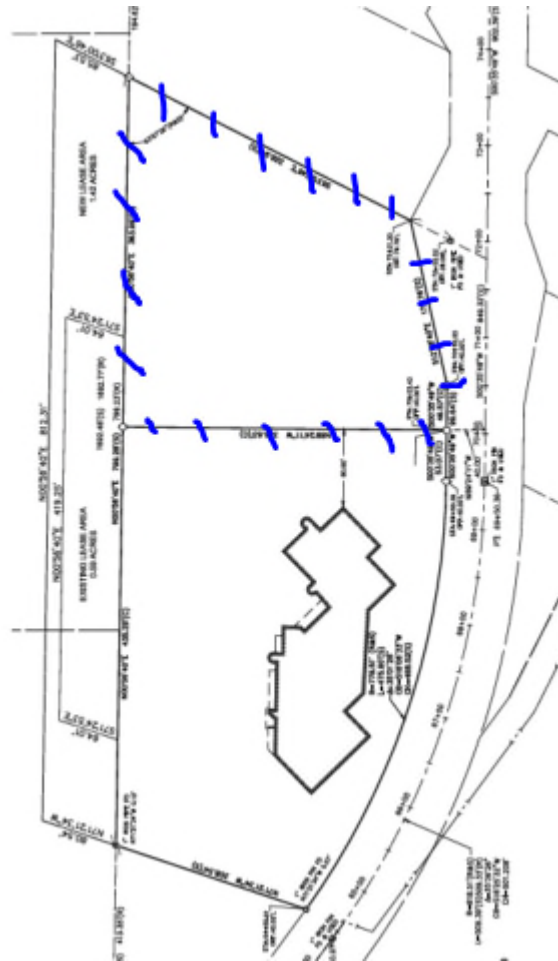
APPENDIX 1

Riveon Property



APPENDIX 2

Ground Lease Premises



APPENDIX 3

Commencement Date Agreement

COMMENCEMENT DATE AGREEMENT

This Commencement Date Agreement (“**Agreement**”) is entered into by and between RIVEON MENTAL HEALTH AND RECOVERY (“**Landlord**”) and MENTAL HEALTH AND ADDICTION RECOVERY SERVICES BOARD OF LORAIN COUNTY (“**Tenant**”) to evidence the commencement date of that certain lease dated November 15, 2023 between Landlord and Tenant for property located at 6130 S. Broadway, Lorain, Ohio 44053 (the “**Lease**”). Capitalized terms not defined in this Agreement shall have the meaning set forth in the Lease.

The Lease provides that the Primary Term of the Lease commences on the first day of the first calendar month following the earlier to occur of: (i) the date Tenant opens for business in the Leased Premises; or (ii) the date that is thirty (30) days after the expiration of the Construction Period. The Lease also requires Landlord and Tenant to execute this Agreement evidencing the Commencement Date.

As required by the Lease, Landlord and Tenant agree that the Commencement Date (as so defined in the Lease) is October 1, 2025.

The parties have caused this Agreement to be executed as of the respective dates below.

Landlord:

Tenant:

Riveon Mental Health and Recovery
an Ohio nonprofit corporation

Mental Health and Addiction Recovery
Services Board of Lorain County,
a governmental entity

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPENDIX 4

Memorandum of Lease

MEMORANDUM OF LEASE

This Memorandum of Lease (“**Memorandum**”) is entered into by and between MENTAL HEALTH AND ADDICTION RECOVERY SERVICES BOARD OF LORAIN COUNTY, a governmental entity, located at 1173 North Ridge Road East, Lorain, Ohio 44055 (“**Tenant**”), and RIVEON MENTAL HEALTH AND RECOVERY, an Ohio nonprofit corporation, located at 6140 S. Broadway, Lorain, Ohio 44503 (“**Landlord**”), to evidence the existence of a commercial lease containing the term described below (as amended from time to time, the “**Lease**”) between Landlord and Tenant.

Effective Date: November 15, 2023

Description of Leased Premises: That certain real property located at 6130 S Broadway, as legally described on the attached **Exhibit A**.

Commencement Date: October 1, 2025.

Primary Term: Thirty-One (31) years commencing on the Commencement Date

Renewal Options: None

The purpose of this Memorandum is to give record notice of the Lease (copies of which are held by and may be obtained from Landlord and Tenant at their respective addresses stated above) and of the terms and conditions of, and the rights created by the Lease, all of which are confirmed by Landlord and Tenant and incorporated into this Memorandum. The Lease may be amended from time to time, but neither Landlord nor Tenant assumes any responsibility to update this Memorandum to reflect any Lease amendments.

This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date established in their respective acknowledgements.

Landlord:

RIVEON MENTAL HEALTH AND
RECOVERY,
an Ohio nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2026,
by _____, the _____ of Riveon Mental Health and Recovery,
an Ohio nonprofit corporation, on behalf of the corporation.

NOTARY PUBLIC

COMMISSION EXPIRATION: _____

Tenant:

MENTAL HEALTH AND ADDICTION
RECOVERY SERVICES BOARD OF
LORAIN COUNTY,
a governmental entity

By: _____

Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2026,
by Michael Doud, Director, on behalf of Mental Health and Addiction Recovery Services Board
of Lorain County.

NOTARY PUBLIC

COMMISSION EXPIRATION: _____

**EXHIBIT “A”
TO
MEMORANDUM OF LEASE**

(Legal Description of Leased Premises)

SCHEDULE 1

Original Broadway Lease

LEASE AGREEMENT

Site:

6140 S. Broadway

Lorain, Ohio 44053

LEASE AGREEMENT

Specific Provisions

Landlord: Norcare Enterprises, Inc.
an Ohio non-profit corporation

Landlord Notice Address: 6140 S. Broadway
Lorain, Ohio 44503
Attn: Don Schiffbauer
Email: DSchiffbauer@nordcenter.org

With copy to:

Ulmer & Berne LLP
1660 W. 2nd Street, Suite 1100
Cleveland, Ohio 44113
Attn: David E. Schweighoefer
Telephone: 216-583-7278
Email: dschweighoefer@ulmer.com

Tenant: The Nord Center,
an Ohio non-profit corporation

Tenant Notice Address: 6140 S. Broadway
Lorain, Ohio 44503
Attn: Don Schiffbauer
Email: DSchiffbauer@nordcenter.org

With copy to:

Ulmer & Berne LLP
1660 W. 2nd Street, Suite 1100
Cleveland, Ohio 44113
Attn: David E. Schweighoefer
Telephone: 216-583-7278
Email: dschweighoefer@ulmer.com

Effective Date: November 15, 2023

Primary Term: Thirty-five (35) years commencing on the Effective Date.

Base Rent: \$11,250.00 monthly (135,000.00 annually). Base Rent shall increase by 3% every five (5) years after the Effective Date.

Leased Premises:

Approximately 5.37 acres located at 6130 S. Broadway, Lorain, Ohio 44053, being Lorain County, Ohio, Auditor Parcel No. 06-21-001-101-067 ("**Parcel One**") and 6140 S Broadway, Lorain, OH 44053, being Lorain County, Auditor Parcel No. 06-21-001-101-068 ("**Parcel Two**"), which parcels are described by metes and bounds on **Exhibit "A-1"** and depicted on **Exhibit "A-2"** and which are leased by Landlord to Tenant under the terms of this Lease.

Common Areas:

All parking areas, parking lots, lanes, drives, driveways, walkways, parking lot entrances and exits, sidewalks, landscaped and other unpaved areas associated with such parking amenities, parking lot lighting facilities and equipment, shared utility facilities, and all other areas not exclusive to the use of the buildings located on the Leased Premises, and are intended and available for the common use of Landlord and Tenant. In addition, the Common Areas will include all such areas described above which are located on the property leased under the "Parking Leases", as defined in Section 1.1.2 below.

THE TERMS LISTED ABOVE ARE DEFINED TERMS THAT ARE USED THROUGHOUT THIS LEASE AND WHOSE DEFINITIONS MAY BE MODIFIED UNDER THE TERMS AND CONDITIONS BELOW.

This Lease Agreement (this “**Lease**”) is effective as of the Effective Date and is executed by and between Landlord and Tenant with respect to the Leased Premises described below.

1. Agreement to Lease; Defined Terms

1.1 **Lease of Leased Premises.** Landlord leases the Leased Premises to Tenant, and Tenant leases the Leased Premises from Landlord, together with all rights, privileges, easements and appurtenances, if any, pertaining to the Leased Premises, on the terms, conditions, and limitations established in this Lease, for the Lease Term.

1.1.1 *Common Area Access.* Tenant, as well as its agents, employees, clients, patients, and invitees, shall have and are granted, upon payment of Additional Rent (defined in Section 6.2 below) will have access to and use of all Common Areas.

1.1.2 *Parking Leases.* The Leased Premises are served by certain leases for parking on land adjacent to the Leased Premises, such leases being more particularly described as follows: (i) the Lease Agreement dated January 7, 2009 between Eschtruth Investment LLC, as lessor, and Norcare Enterprises, Inc. (Landlord), as lessee, as amended by a certain First Amendment to Lease Agreement dated November 7, 2022, (ii) the Sublease Agreement dated November 15, 2023 between Norcare Enterprises, Inc. (Landlord), as sublessor, and The Nord Center (Tenant), as sublessee, and (iii) the Sub-Sublease Agreement dated November 15, 2023 between The Nord Center (Tenant), as sub-sublessor, and Mental Health and Addiction Recovery Services Board of Lorain County, as sub-sublessee (collectively subparts (i), (ii) and (iii) are referred to as the “**Parking Leases**”). Landlord and Tenant expressly acknowledge and agree that, for purposes of this Lease, the “Common Areas” will be deemed to cover and include the property leased under the Parking Leases, and that the usage of such portions of the Common Areas will be governed by the terms of this Lease, and the Parking Leases, as applicable.

1.2 **Defined Terms.** When used in this Lease, defined terms should have the meanings established in this Lease. Various defined terms are defined above, and various other terms are defined below as well as in other areas in the text of this Lease.

1.2.1 Reserved.

1.2.2 “**Facilities**” means all buildings and other improvements (including paved areas, etc.) on the Leased Premises. References in this Lease to the term “**Facilities**,” however, specifically exclude Tenant’s Property, as defined below. Upon the expiration or earlier termination of this Lease, title to the Facilities shall automatically and immediately vest in Landlord without further action by Tenant, although Tenant shall, upon Landlord’s request, execute and deliver appropriate documentation conveying the Facilities to Landlord.

1.2.3 “**Governing Authorities**” means all federal, state, local (municipal and/or county), and quasi-governmental agencies, departments, councils, boards,

commissions, authorities, and the like that have jurisdiction over the development, construction, and/or use of the Leased Premises.

1.2.4 **“Permittees”** means all employees, customers, vendors, suppliers, invitees, licensees, authorized representatives, contractors, assignees, sublessees, concessionaires, consultants, and other permitted persons of the party in question.

1.2.5 **“Tenant’s Property”** means all of the following that are now or in the future located on the Leased Premises: (i) personal property, trade fixtures, furniture, and equipment; and (ii) all signage attached to Tenant’s Facilities, all pylon signs located from time to time, and all monument signs reserved for Tenant’s sole use that may be located from time to time (called, collectively, the **“On-Site Signage”**). Tenant may remove or replace Tenant’s Property at any time during the Lease Term unless expressly provided otherwise by the terms of this Lease.

2. **Reserved.**

3. **Reserved.**

4. **Reserved.**

5. **Term.**

5.1 **Primary Term.** This Lease is valid and enforceable as of the Effective Date and through the Lease Term, subject to the terms and conditions described in this Lease. The commencement of the Base Rent, Additional Rent, and any other charges under the Lease shall begin on the Effective Date and shall remain in effect through the Primary Term, except as otherwise provided herein.

5.2 **Holdover Term.** If Tenant shall hold over after the expiration of the Primary Term, the holdover tenancy shall continue in accordance with all the terms of this Lease, except that Base Rent shall equal 150% of the Base Rent in effect at the end of the Lease Term (the holdover period shall be referred to in this Lease as the **“Holdover Term”**). Landlord shall be deemed to consent to Tenant’s holding over if it is reasonably required by Tenant to perform or satisfy any of Tenant’s obligations to Landlord under this Lease, applicable law, or otherwise. Except as provided herein, a Holdover Term may be terminated by either Landlord or Tenant upon not less than ninety (90) days written notice; however, any Holdover Term shall end only at the end of a calendar month.

5.3 **Lease Term.** The Primary Term, Holdover Term, and any and all other extensions or renewals of the Lease are collectively referred to throughout this Lease as the "**Lease Term.**"

6. **Rental.**

6.1 **Base Rent.** Tenant shall pay Base Rent to Landlord in advance on the first day of each calendar month, without notice, demand, offset or deduction, except as otherwise expressly provided in this Lease. Rent for any period less than a calendar month shall be prorated, based on the number of calendar days in the month.

6.2 **Additional Rent.** In addition to Base Rent (if applicable), Tenant shall pay prior to delinquency, for the period commencing on the Effective Date and continuing throughout the balance of the Lease Term, as additional rental ("**Additional Rent**" and, collectively with Base Rent, "**Rent**"), the following items:

6.2.1 **Common Area Maintenance Charges.** Tenant shall pay all operating expenses incurred by Landlord regarding the Common Areas (the "**Common Area Maintenance Charges**"). The operating expenses of the Common Areas are those amounts paid or payable in connection with the management, maintenance, repair, replacement and operation of the Common Areas. The Common Area Maintenance Charges will include, but will not be limited to, those costs and expenses associated with any landscaping; sprinklers; security; fire protection oversight; maintenance; repair and monitoring; repaving, replacing, repairing, and restriping parking lots; public utilities (if applicable); insuring the Common Areas (if applicable), lighting; maintenance; removal of snow, trash, rubbish, garbage and other refuse; amounts incurred for legal and other professional fees relating to the operating and property management of the Common Areas; Landlord's compliance with present and future laws and ordinances; clean, and painting the Common Areas (if applicable); maintenance of sanitary sewers, storm sewers, domestic water, storm water, detention, retention basins, water filtration and treatment facilities, if any; pylon signs; directional and traffic signs and signals (if applicable); security and security patrols; fire protection; installing, maintaining and repairing burglar or fire alarm systems; and an administrative fee of ten percent (10%) of all of the foregoing costs. As soon as practicable after the end of each calendar year ending during the Term and after Lease termination, Landlord shall render a statement in reasonable detail showing for the preceding calendar year or fraction thereof, as the case may be, the Common Area Maintenance Charges attributable thereto.

6.2.2 **Property Taxes.** All ad valorem real estate taxes, sewer and sewer rents or charges, business improvement district and other assessments, special or otherwise, levied, assessed or imposed by the applicable taxing authority or upon or with respect to Leased Premises, if any (collectively "**Real Property Taxes**"), assessed against the Leased Premises for periods during the Lease Term. Real Property Taxes for any period less than a calendar year shall be prorated. Tenant's liability to pay Real Property Taxes shall be prorated on the basis of a 365-day year to account for any fractional portion of a fiscal tax year included at the beginning or end of the Lease Term. Landlord, at its option, shall

authorize and instruct the assessing authority to forward to Tenant all Real Property Tax bills on the Leased Premises and/or any part. If Landlord pays any Real Property Taxes agreed to be paid by Tenant, then, within ten (10) days after Landlord's presentation of a receipted bill, Tenant shall promptly repay the taxes to Landlord as Additional Rent. For purposes of clarification, so long as Tenant is a non-profit or governmental entity exempt from paying Real Property Taxes, and such status is recognized by any applicable taxing authority, Tenant shall have no obligation to pay any such Real Property Taxes; provided, however, that in the event Tenant's successor or assign is not an exempt entity, or it is determined the Leased Premises otherwise is not exempt from Real Property Taxes, Tenant shall be responsible for payment of the same under this Section 6.2.2.

6.3 ***Payment of Rental.*** Tenant shall pay the Rent provided in this Lease to Landlord, when due, at Landlord's office, or to any other person or place as Landlord may designate by notice to Tenant, or as otherwise expressly provided in this Lease. At Tenant's election, rent may be paid by electronic funds transfer to an account to be designated by Landlord.

6.4 ***Security Deposit.*** Tenant shall not be required to pay a security deposit.

6.5 ***Tenant Overpayments.*** If either Landlord or Tenant discovers, at any time during the Lease Term or within a reasonable time afterwards, that Tenant has paid Landlord rental or other amounts in excess of those amounts that Tenant was obligated to pay at the time, the applicable party shall promptly notify the other party and, without prejudice to any other remedies, whether legal or equitable, available to Tenant, Tenant shall have the right to treat all or a portion of the overpaid amounts as pre-paid rental, in which event the portion treated as pre-paid rental shall be applied as a credit toward future amounts due Landlord from Tenant under this Lease, and any amounts that exceed future amounts due shall be promptly refunded to Tenant.

7. **Possession and Use.**

7.1 ***Tenant's Use.*** Tenant may use the Leased Premises only for the operation of a general office, crisis receiving center, including emergency, inpatient, and outpatient medical care, and including the provision of detoxification services, and all uses reasonably related to or associated with the foregoing ("**Tenant's Use**"). Tenant will observe and comply with such reasonable rules and regulations as Landlord may prescribe from time to time with respect to the Leased Premises, provided in the event of any conflict or inconsistency between any such rules and regulations and this Lease, the terms of this Lease shall supersede and govern. Tenant shall not use or occupy the Leased Premises for any unlawful purpose, or in any manner that will violate the certificate of occupancy for the Leased Premises, or that will constitute waste, nuisance or unreasonable annoyance to Landlord or any other tenant or user of the retained property.

7.2 ***Compliance with Laws.*** Tenant, at no cost or expense to Landlord, shall promptly and properly observe, comply with and execute all present and future orders, regulations, directions, rules, laws, ordinances, and requirements of all Governing Authorities that arise directly from Tenant's use, occupancy, or enjoyment of all or part of the Leased Premises during the Lease Term.

7.3 **Hazardous Materials.** Tenant agrees not to cause or permit any generation, storage, handling or disposal of any flammable explosives, petroleum or petroleum by-products, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, radioactive materials or wastes, hazardous materials or wastes, toxic materials or wastes, asbestos, asbestos-containing materials, PCBs, or any other material, substance or waste that (i) is recognized as being hazardous or dangerous to health or the environment, (ii) is regulated or may form the basis for liability under any Environmental Laws (as defined below), (iii) is present in the environment in such quantity or state that it contravenes any Environmental Laws, or (iv) requires or will require remediation or removal under any Environmental Laws (collectively "**Hazardous Materials**") in or upon the Leased Premises during the Term of the Lease except in accordance with Environmental Laws. "**Environmental Laws**" means all present and future federal, state, county, municipal and other local statutes, laws, codes, ordinances, administrative and court orders and directives, rules and regulations applicable to the Leased Premises or to the use and occupancy of the Leased Premises or to operations conducted at or ownership of the Leased Premises from time to time applicable at any time, relating to the protection of the environment, human health or safety or national or homeland security and including, without limitation, those requirements relating to the generation, manufacture, use, storage, management, transportation, treatment, discharge, disposal or reporting of Hazardous Materials, nuisance claims, employee and product safety, and the emission or release of Hazardous Materials into the air, surface water, ground water, land surface, subsurface strata or any drain, pipeline, building or structure. In the event that any other substance used at the Leased Premises shall, during the Term, become designated as a Hazardous Material, then Tenant shall, to the extent practicable, discontinue use of the substance in or upon the Leased Premises except to the extent such use is in accordance with Environmental Laws. If it is not practicable for Tenant to discontinue such use, then Tenant agrees that it shall only continue use of the Hazardous Material in or upon the Leased Premises in a manner consistent with all Environmental Laws. Tenant shall assume sole responsibility for any and all demands, claims, enforcement actions, costs and expenses, liabilities, losses, damages, suits, actions, fines or penalties of any kind, including the cost of all remediation efforts and clean-up plans, arising out of (i) Tenant's breach of this Section, (ii) Tenant's violation of any Environmental Laws, or (iii) any Environmental Matter caused by any act or omission of Tenant or its agents, employees, contractors, licensees, invitees; except where such agent, contractor, licensee, or invitee is Landlord. Landlord shall assume sole responsibility for any and all demands, claims, enforcement actions, costs, expenses, liabilities, losses, damages, suits, actions, fines or penalties of any kind, including the cost of all remediation efforts and clean-up plans, arising out of any Environmental Matter caused by any act or omission of Landlord or its agents, employees or contractors; except where such agent or contractor is Tenant. "**Environmental Matter**" means any matter arising out of, relating to or resulting from pollution, contamination, sanitation, nuisance, emissions, discharges, releases or threatened releases of Hazardous Materials, or otherwise arising out of, resulting from, or relating to, the generation, manufacture, use, storage, management, transportation, treatment, discharge, disposal or reporting of Hazardous Materials, or the application of Environmental Laws. The foregoing obligations shall survive the termination or earlier expiration of this Lease.

7.4 **Improvements.** Subject to the approval of the Governing Authorities and the acquisition of any required permits, and in compliance with any matters of record, and subject to Landlord's written approval of plans and specifications therefor, Tenant may place and maintain

on the Leased Premises any and all Facilities and Tenant's Property as it may desire for Tenant's Use. Tenant may remove Tenant's Property without their replacement or reimbursement to Landlord so long as Tenant repairs any damage caused by the removal. Tenant shall not remove any Facilities without Landlord's express written approval. Tenant will not be required to remove any of the Tenant's Property or Facilities at the expiration or sooner termination of this Lease, and any of Tenant's Property remaining and not removed within thirty (30) days after the termination of the Lease shall become the property of the Landlord without warranty, express or implied. Notwithstanding anything contained herein to the contrary, Tenant shall cause any Facilities or Tenant's Property, if any, located on the Leased Premises at the expiration or sooner termination of this Lease to be in good condition and repair, reasonable wear and tear excepted.

7.5 Alterations. Without the need or requirement of prior approval from the Landlord, Tenant may make interior non-structural alterations, reductions, or additions to the Leased Premises as Tenant may desire, provided that they do not violate any matters of record, or any requirements of any Governing Authorities having jurisdiction over the Leased Premises. Any exterior or structural alterations, reductions, or additions to the Leased Premises shall require Landlord's prior written consent (and Landlord's consent of plans and specifications therefor), such consent not to be unreasonably withheld, conditioned or delayed. All alterations, additions, and replacements will be made in compliance with all Laws and matters of record, in a good workmanlike manner, and without cost to Landlord. Tenant also shall have the right to remove (without the obligation to replace or the obligation to reimburse Landlord for) any trees, dirt, vegetation, landscaping, sidewalks, and curbing on the Leased Premises, subject to Tenant's compliance with all Laws and the above requirements.

7.6 Signs and Trademarks. Subject to Landlord's prior written approval thereof, Tenant shall have the right to erect or attach upon all parts of the Leased Premises all signs, sign faces, posters, banners, and trademark items as it may deem proper, subject to first obtaining any required approvals of the Governing Authorities, and subject to any matters of record. All On-Site Signage including any signs, sign faces, posters, banners, and trademark items (except for the sign structures themselves) shall be removed by Tenant at the expiration or termination of this Lease at Tenant's sole expense. Landlord shall reasonably cooperate with Tenant (at no cost or expense to Landlord) in obtaining any necessary permits or variances from governmental restrictions placed upon the use of signs.

7.7 Surrender. Upon expiration of the Lease Term (or upon earlier termination for any reason), Tenant shall quit and surrender the Leased Premises, including the Facilities and Tenant's Property, in good condition and repair, and in compliance with all Laws and all matters of title and in the condition required of Tenant under this Lease.

8. Maintenance; Operating Expenses.

8.1 Repairs. Tenant, at its sole cost and expense, shall maintain, repair and replace, if necessary, the Leased Premises and all portions thereof, including the Facilities, the Tenant's Property, and all improvements thereon, including without limitation, structural systems, roof,

load-bearing walls, floor slabs, HVAC system and equipment, utility systems such as lighting and plumbing, storm drainage systems, windows, glass, doors, glazing and floor coverings, landscaped and irrigation areas, sidewalks, driveways, signage as well as all other facilities, trade fixtures and other equipment located on the Leased Premises. Notwithstanding anything herein to the contrary, Landlord shall be responsible for any capital improvements on the Leased Premises unless otherwise agreed by the parties.

8.2 **Utilities.** Tenant shall pay all charges for gas, electricity, telephone, sewer, water, and any other utilities provided to the Leased Premises (including connection fees). Tenant shall be solely responsible for the performance of any and all maintenance and repair to the utilities serving the Leased Premises. Tenant will be responsible for assuring that all billing statements for all utilities will be mailed directly to Tenant for payment. If Landlord receives utility billing statements, Landlord shall promptly forward the bill to Tenant for payment. No cessation or interruption of any utilities shall relieve Tenant of any duties or obligations under this Lease.

8.3 **Triple Net Lease.** Except as otherwise expressly provided in this Lease, this Lease is intended to be and shall be deemed and construed as a "net lease," pursuant to which Landlord shall receive the Base Rent without reduction or offset for any other charge or expense, and free and clear of all taxes, impositions, charges or expenses of any nature whatsoever. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder, except as otherwise expressly set forth in this Lease.

9. **Damage and Condemnation of Leased Premises.**

9.1 **Restoration of the Leased Premises.** If the main building or any other Tenant Improvements are damaged or destroyed during the Term, Tenant shall promptly notify Landlord of such damage or destruction and then Tenant shall repair and restore the damage with reasonable promptness to substantially the condition existing prior to the damage, at Tenant's sole cost and expense. All such repair, restoration or rebuilding shall be performed with due diligence in a good and workmanlike manner and in accordance with all applicable laws and ordinances.

9.2 **Total Taking.** If the whole of the Leased Premises shall be taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu thereof, or if a substantial portion of the Leased Premises shall be so taken or condemned that the portion or portions remaining is or are not sufficient and suitable, in the mutual reasonable judgment of Landlord and Tenant, for the continued operation of the business contemplated by this Lease to be conducted thereon, therein or therefrom so as to effectively render the Leased Premises and Improvements untenable, then this Lease and the Term hereby granted shall cease and terminate as of the date on which the condemning authority takes possession and all Rent shall be paid by Tenant to Landlord up to that date or refunded by Landlord to Tenant if Rent has previously been paid by Tenant beyond that date.

9.3 ***Partial Taking.*** If a portion of the Leased Premises are taken, and the portion or portions remaining can, in the reasonable judgment of Tenant, be adapted and used for the conduct of Tenant's business operation, such that the Premises and Improvements are not effectively rendered untenable, then provided that Tenant receives sufficient funds from the condemning authority, Tenant shall promptly restore the remaining portion or portions thereof to a condition comparable to their condition at the time of such taking or condemnation, less the portion or portions lost by the taking, and this Lease shall continue in full force and effect. If, however, in the reasonable judgment of Tenant, the Premises cannot adequately be adapted and used for the conduct of Tenant's business operations, or in the event the award is not sufficient to restore the Leased Premises, then Tenant shall have the right to terminate this Lease and any award paid to Tenant shall be assigned to Landlord.

9.4 ***Award.*** The entire award for the Leased Premises or the portion or portions thereof so taken shall be apportioned between Landlord and Tenant as follows: (i) if this Lease terminates due to a taking or condemnation, Tenant shall be entitled to receive the portion of the award which is attributable to the unamortized cost of the Tenant Improvements as reflected in Tenant's books and records; (ii) Landlord shall be entitled to the remaining award; and (iii) if this Lease does not terminate due to such taking or condemnation, Tenant shall be entitled to the award to the extent required for restoration of the Leased Premises, and Landlord shall be entitled to the balance of the award not applied to restoration. If this Lease does not terminate due to a taking or condemnation, Tenant shall, with due diligence, restore the remaining portion or portions of the Leased Premises in the manner provided herein provided Tenant receives sufficient funds from the applicable condemning authority for such purpose. In such event, the proceeds of the award to be applied to restoration shall be deposited with a bank or financial institution designated by Landlord until the restoration has been completed and Tenant has been reimbursed for all the costs and expenses thereof. In addition to the foregoing, Tenant shall have the right to recover from the condemning authority such compensation as is specifically awarded to Tenant to reimburse Tenant for (i) any cost which Tenant may incur in removing Tenant's property from the Leased Premises, and (ii) for loss of Tenant's business.

10. Insurance

10.1 ***Liability Insurance Coverage.*** During the Lease Term, Tenant will purchase, pay for and maintain public liability insurance showing Landlord as a named insured (with a company(ies) and a face amount satisfactory to Landlord) insuring against liability to third persons for personal injuries and property damage arising from injuries incurred or caused in the Leased Premises and arising from Tenant's agents', employees', invitees', and/or guests' acts or omissions in or related to the Leased Premises; said policy(ies) shall specifically provide that Landlord must receive prior written notice from the insurance company(ies) at least ten (10) days before said insurance is cancelled and Tenant shall deliver to Landlord a Certificate of Insurance evidencing compliance with this Section prior to occupancy of the Leased Premises.

10.2 ***Property Insurance Coverage.*** During the Lease Term, Tenant shall maintain special form property insurance coverage for the full replacement cost of the Facilities and Tenant's Property.

10.3 ***Additional Insurance Requirements.*** Tenant will provide to Landlord a certificate from Tenant's insurer evidencing the coverage required under this Lease. All policies shall be written by carriers licensed to conduct business in the state in which the Leased Premises are located, and no policy shall be subject to cancellation without ten (10) days' prior written notice being given to Landlord.

10.4 ***Waiver of Subrogation.*** Landlord and Tenant mutually waive, as against one another, all rights of recovery for damage sustained by either caused by the other to the extent that the damage is compensated for by insurance maintained by the damaged party, and Landlord and Tenant agree that no party shall have any claim against the other by way of subrogation or assignment. Landlord and Tenant, to the extent possible, shall obtain policy provisions from their insurers allowing for this waiver.

11. **Indemnity.**

11.1 ***Tenant's Indemnity.*** Tenant shall accept sole responsibility for any costs, damages, claims, liabilities, expenses (including reasonable attorneys' fees), losses, penalties and court costs suffered by or claimed against Landlord, directly or indirectly, based on or arising out of, in whole or in part (i) the use and occupancy of the Leased Premises by Tenant or Tenant's Permittees, except to the extent that they are Landlord, (ii) any act or omission of Tenant or Tenant's Permittees, except to the extent that they are Landlord, or (iii) any breach of Tenant's obligations under this Lease, including, but not limited to, Tenant's obligation to discharge or bond off liens pursuant to Section 14.7 below, or (iv) any entry by Tenant or any of Tenant's Permittees after the Effective Date.

11.2 ***Landlord's Indemnity.*** Landlord shall accept sole responsibility for any claim, loss, or damage to the extent arising from the negligence or willful misconduct of Landlord.

12. **Representations & Warranties.**

12.1 ***Landlord Representations.*** Landlord warrants and represents that: (i) Landlord has full power and authority to lease the Leased Premises to Tenant in accordance with the terms of this Lease, and has obtained the approval of its senior management and/or Board of Directors to enter into this Lease; (ii) there are no leases or other rights of use or occupancy encumbering the Leased Premises other than as expressly disclosed herein; (iii) Landlord has received no written notice of any pending or threatened legal actions involving the Leased Premises; (iv) this Lease will not violate any agreement to which Landlord is a party or by which it is bound; (v) Landlord is not a Prohibited Person (as defined in Section 12.3 below); (iv) Landlord and the person executing and delivering this Lease on Landlord's behalf represent and warrant that such person(s) is duly authorized to so act; and (v) Landlord is duly organized, is qualified to do business in the jurisdiction in which the Leased Premises is located, is in good standing under the Laws of the state of its organization and the Laws of the jurisdiction in which the Leased Premises is located, and has the power and authority to enter into this Lease, and that all action required to authorize Landlord and such person to enter into this Lease has been duly taken.

12.2 **Tenant Representations.** Tenant warrants and represents that (i) Tenant has full power and authority to lease the Leased Premises from Landlord in accordance with the terms of this Lease, and has obtained the approval of its senior management and/or Board of Directors to enter into this Lease; (ii) this Lease will not violate any agreement to which Tenant is a party or by which it is bound; (iii) Tenant is not a Prohibited Person (as defined in Section 12.3 below); (iv) Tenant and the person executing and delivering this Lease on Tenant's behalf each represents and warrants that such person is duly authorized to so act; and (v) Tenant is duly organized, is qualified to do business in the jurisdiction in which the Leased Premises is located, is in good standing under the Laws of the state of its organization and the Laws of the jurisdiction in which the Leased Premises is located, and has the power and authority to enter into this Lease, and that all action required to authorize Tenant and such person to enter into this Lease has been duly taken.

12.3 **Prohibited Person.** "**Prohibited Person**" shall mean any person, organization, or entity: (i) listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (as amended from time to time, the "**Executive Order**"); (ii) owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) with whom a party is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering legal requirements, including the so-called PATRIOT Act and the Executive Order; (iv) that commits, threatens, conspires to commit, or supports "terrorism" as defined in the Executive Order; (v) that is named as a "specifically designated national" or "blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website or at any replacement website or other replacement official publication of the list or is named on any other U.S. or foreign government or regulatory list maintained for the purpose of preventing terrorism, money laundering, or similar activities; (vi) that is covered by any other Law or executive order relating to the imposition of economic sanctions against any country, region, or individual pursuant to United States law or United Nations resolution; or (vii) that is an affiliate (including any principal, officer, immediate family member, or close associate) of a person or entity described in one or more of clauses (i) through (vi) of this definition of Prohibited Person.

13. **Default and Remedies.**

13.1 **Default by Tenant.** The occurrence of any one or more of the following events (each an "**Event of Default**") shall constitute a breach of this Lease by Tenant: (i) any failure by Tenant to pay any Rent or other charge required to be paid under this Lease if such failure continues for a period of 5 days after Tenant's receipt of notice thereof from Landlord, provided that Landlord shall not be required to provide such notice more than once in any 12-month period and upon a second failure by Tenant to pay any Rent or other charge required to be paid under this Lease when due an Event of Default shall be deemed to have occurred immediately; (ii) failure to perform any of the covenants of this Lease, other than the timely payment of Tenant's monetary obligations hereunder, and failure to cure such failure within 60 days after the giving of written notice thereof by Landlord, provided however, that if, by the nature of such agreement or covenant, such failure or breach cannot reasonably be cured within such period of 60 days, an Event of Default shall not

exist as long as Tenant commences with due diligence the curing of such failure or breach within such period of 60 days, and, having so commenced, thereafter prosecutes with diligence and completes the curing of such failure or breach; (iii) filing a voluntary petition in bankruptcy court or filing any similar petition seeking relief under any bankruptcy or insolvency statute or law, or if a proceeding under any bankruptcy or insolvency statute or law shall be filed against Tenant or any asset of Tenant, and such proceeding shall not have been dismissed or vacated within 75 days of the date of such filing; (iv) if Tenant shall make an assignment for the benefit of creditors; (v) if any insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially adversely changed and not corrected by Tenant within ten business days after written notice from Landlord, except, in each case, as permitted in this Lease; (vi) if Tenant shall abandon the Leased Premises (except that the foregoing shall not constitute an Event of Default if, prior to vacating the Leased Premises, Tenant has made arrangements reasonably acceptable to Landlord to (1) ensure that Tenant's insurance for the Leased Premises will not be voided or cancelled with respect to the Leased Premises as a result of such vacancy, (2) ensure that the Leased Premises is secured and not subject to vandalism, and (3) ensure that the Leased Premises will be properly maintained after such vacation); (vii) if Tenant shall attempt or there shall occur any assignment, subleasing or other transfer of Tenant's interest in or with respect to this Lease except as otherwise permitted in this Lease; or (viii) if Tenant shall fail to discharge any lien placed upon the Leased Premises in violation of this Lease 60 days after Tenant receives notice of the filing of any such lien or encumbrance.

13.2 ***Landlord's Remedies.*** Upon the occurrence of an Event of Default by Tenant, Landlord may, at its option, pursue any one or more of the following remedies without any additional notice or demand:

13.2.1 Landlord may, at its option, initially or at any time thereafter, terminate this Lease by written notice to Tenant, whereupon this Lease shall end. Upon such termination by Landlord, Tenant shall at once peaceably surrender possession of the Leased Premises to Landlord and remove all of Tenant's personal property therefrom, and Landlord may reenter the Leased Premises, repossess such premises, and remove all persons and personal property therefrom.

13.2.2 In addition to all other legal and equitable remedies available to Landlord, Landlord shall also have the right to take such actions as reasonably necessary to cure Tenant's default, or in Landlord's reasonable judgment, to protect and secure the Leased Premises and any Improvements thereon without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage or interruption of Tenant's business resulting therefrom.

13.2.3 Any and all rights and remedies Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and 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 proved, whether such amount be greater, equal

to, or less than the amount of the loss or damages referred to in the preceding Sections. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by Landlord to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's right to enforce one (1) or more of its rights in connection with any subsequent default. A receipt by Landlord of Rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. To the greatest extent permitted by law, Tenant waives the service of notice of Landlord's intention to re-enter as provided for in any statute, or to institute legal proceedings to that end, and also waives all right of redemption in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge. The terms "enter," "re-enter," "entry" or "re-entry," as used in this Lease, are not restricted to their technical legal meanings. Any reletting of the Premises shall be on such terms and conditions as Landlord in its sole discretion may determine (including without limitation a term different than the remaining Lease Term, rental concessions, alterations and repair of the Leased Premises, or lease of less than the entire Leased Premises to any tenant). Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or collect rent due in respect of such reletting.

13.2.4 If Landlord terminates this Lease or Tenant's right to possession, Landlord shall use reasonable efforts to mitigate, which need not exceed such efforts as Landlord or its affiliates generally use to lease other space at properties owned or managed by Landlord or its affiliates.

13.3 ***Default by Landlord.*** In the event of any default by Landlord, Tenant shall provide Landlord written notice specifying such default with particularity. If Landlord does not cure such default within 60 days after written notice, or if such default cannot reasonably be cured within 60 days if Landlord does not commence efforts to cure within such 60 days or does not thereafter diligently pursue same through completion, Tenant may, in addition to any and all other remedies available hereunder or at law or equity, cure such default on Landlord's behalf and Landlord shall reimburse Tenant for its documented, out-of-pocket expenses incurred in doing so within 60 days after written demand. In no event shall Landlord be liable for any indirect, consequential or punitive damages. Nothing contained herein shall relieve Tenant of its obligations under this Section if the destruction or damage is not covered, either in whole or in part, by Tenant's insurance policies.

14. **Additional Material Provisions.**

14.1 **Assignment & Subletting.** Tenant shall not assign, sublet or otherwise transfer, whether voluntarily or involuntarily or by operation of law, the Leased Premises or any part thereof without Landlord's prior written approval, which approval may be withheld for any reason in Landlord's sole discretion. Notwithstanding the foregoing, Landlord hereby expressly approves and consents to (i) that certain Ground Sublease dated effective November 15, 2023, by and between Tenant and Mental Health and Addiction Recovery Services Board of Lorain County ("MHARS") of a portion of the Lease Premises (the "MHARS Sublease"), and (ii) the Parking Leases. Landlord further agrees to provide a recognition agreement to MHARS in the form attached to the MHARS Sublease as Exhibit "D".

14.2 **Notices.** Every notice, demand or request (collectively "Notice") required hereunder or by law to be given by either party to the other must be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) for Notices given prior to the Effective Date, email transmission. A Notice sent in accordance with the foregoing is deemed to be given on the day that such Notice is sent or transmitted, and is deemed to be received on the day such Notice is actually received, on the first attempted delivery or acceptance of delivery is refused, as applicable. Every Notice must be sent, delivered, or emailed (but only if sent prior to the Effective Date), as applicable, to the intended addressee at the primary address set forth in the Specific Provisions, or to such other address or to the attention of such other Person as the addressee shall have designated by written notice sent in accordance herewith. Notices shall also be sent to the "with copy to" addressees set forth in the Specific Provisions, provided, however, that delivery to such addressees *alone* does not constitute compliance with this Section 14.2.

14.3 **Subordination.** Provided that Tenant has received a commercially reasonable subordination, non-disturbance agreement, Tenant agrees that this Lease shall be subordinate to any deeds of trust, deeds to secure debt, mortgages or similar financing instruments that may now exist or in the future, may be placed upon the Leased Premises, to any and all advances made or to be made under them, and to the interest on all obligations secured by the Leased Premises, and to all renewals, replacements, and extensions of them; however, for this subordination to be effective, the beneficiary or mortgagee in any deeds or mortgages must first have executed a commercially reasonable subordination, attornment and non-disturbance agreement. Tenant hereby agrees that it approves of, and will execute a commercially reasonable subordination, attornment and non-disturbance. If any beneficiary makes a written election to have this Lease superior to its deed of trust or mortgage and gives notice of its election to Tenant, then this Lease shall be superior to the lien of any applicable deed of trust or mortgage, whether this Lease is dated before or after the deed of trust or mortgage. Tenant waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and Tenant's obligations hereunder in the event any foreclosure proceeding is prosecuted or completed or in the event the Leased Premises or Landlord's interest therein is transferred by foreclosure, by deed in lieu of foreclosure or otherwise. At the request of such transferee and assumption of Landlord's obligations as required hereby, Tenant shall attorn to such transferee and shall recognize such transferee as the landlord under this Lease. Tenant agrees that upon any such attornment, such transferee shall not be (a) bound by or

required to credit Tenant with any prepayment of the Base Rent or Additional Rent more than thirty (30) days in advance or any deposit, rental security or any other sums deposited with any prior landlord under the Lease (including Landlord) unless said sum is actually received by such transferee, (b) bound by any amendment, modification or termination of this Lease made without the consent of the holder of each mortgage existing as of the date of such amendment, (c) liable for any breach, act or omission of any prior landlord under the Lease (including Landlord) or any damages arising therefrom; (d) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), (e) liable for any tenant improvement work to the Leased Premises commenced or agreed to by any prior landlord under the Lease (including Landlord), (f) liable for payment of any damages, fees or penalties payable by any landlord under the Lease (including Landlord) to Tenant, or (g) bound by any obligation which may appear in this Lease to pay any sum of money to Tenant; provided, however, that after succeeding to Landlord's interest under this Lease, such transferee shall agree to perform in accordance with the terms of this Lease all obligations of Landlord arising after the date of transfer. Within ten (10) days after the request of such transferee, Tenant shall execute, acknowledge and deliver any requisite or appropriate document submitted to Tenant confirming such attornment.

14.4 ***Estoppel Certificates.*** Landlord or Tenant shall at any time and from time to time, upon not less than thirty (30) days' prior written notice from the other, execute and deliver a statement to the requesting party and their designee (i.e., lender, potential purchaser, subtenant, etc.) in writing, in a form reasonably acceptable to the other, certifying to the other that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease has been modified and is in full force and effect as so modified), and the dates to which any Base Rent or Additional Rent and any other charges or payments have been paid in advance, whether the Lease has been assigned and/or the Leased Premises sublet, and any other factual statements typically required of a landlord or tenant (as applicable) in a similar commercial transaction so long as such statements do not modify this Lease or increase Tenant's obligations or liabilities under this Lease; provided, however, that in no event shall Tenant be required to certify that it or the Leased Premises is compliance with any federal, state or local laws, regulations, ordinances or rules. Any statement delivered pursuant to the prior sentence may be relied upon by the requesting party.

14.5 ***Memorandum of Lease.*** Landlord and Tenant agree that this Lease shall not be recorded. Notwithstanding the foregoing, Landlord and Tenant shall execute and deliver and cause to be recorded in the land records of the county where the Leased Premises is located, and at Tenant's cost, a Memorandum of Lease in substantially the form attached hereto as **Exhibit "B"**, indicating the existence of the Lease with respect to the Leased Premises and other matters reasonably requested by the requesting party.

14.6 ***Quiet Enjoyment; Inspection.*** So long as Tenant is not in Material Default under the terms and conditions of this Lease, Tenant may peaceably and quietly enjoy the Leased Premises during the Lease Term.

14.7 ***Mechanics' or Other Liens.*** If, because of any act or omission of Tenant or anyone claiming by, through, or under Tenant, any mechanic's lien or other lien shall be filed against the Leased Premises, Tenant shall, at its own expense, cause the same to be discharged of record or

(by payment or bonding in accordance with applicable law) within sixty (60) days after the date of filing thereof. Tenant's obligations to discharge or bond off any and all liens filed against the Leased Premises will survive the expiration or earlier termination of this Lease.

14.8 ***Consent/Duty to Act Reasonably.*** Any time the consent of Landlord or Tenant is required under the Lease, the consent shall not be unreasonably withheld, conditioned or delayed, unless a different standard for review or response is specified in the Lease. Whenever the Lease grants Landlord or Tenant the right to take action, exercise discretion, establish rules and regulations, or make allocations or other determinations, Landlord and Tenant shall act in a commercially reasonable manner and take no action that might result in the frustration of the reasonable expectations of a sophisticated landlord and sophisticated tenant concerning the benefits to be enjoyed under the Lease. Landlord and Tenant further covenant to take all further actions reasonably requested by the other to effectuate the provisions of this Lease.

15. **General Conditions.**

15.1 ***Reserved.***

15.2 ***Binding Effect.*** This Lease shall not be binding upon Landlord or Tenant until Landlord and Tenant both shall have executed and delivered the Lease.

15.3 ***Interpretation.*** The language in all parts of this Lease shall be construed according to its normal and usual meaning, and not strictly for or against either Landlord or Tenant. If there is any claim of ambiguity in or dispute regarding the meaning of the language of the Lease, Landlord and Tenant shall be deemed to have jointly drafted this Lease and each provision so that the Lease shall not be construed against either party as the drafter. Prior drafts of this Lease or of any disputed provision shall have no effect in construing this Lease or any provision.

15.4 ***Severability.*** Landlord and Tenant covenant and agree that, if any term, covenant, condition, provision, or agreement of this Lease is held to be invalid or void by any court of competent jurisdiction, the invalidity of any term, condition, covenant, provisions, or agreement shall not affect any other term, covenant, condition, provision, or agreement in this Lease.

15.5 ***Singular/Plural.*** Whenever the singular is used in this Lease as required by the context, the reference shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "**person**" shall include corporation, firm or association.

15.6 ***Headings.*** The marginal headings or titles to the Sections of this Lease are not part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

15.7 ***Entire Agreement & No Oral Modification.*** This instrument, including all attached exhibits, contains all of the agreements and conditions made between the parties to this Lease and may not be modified orally or in any other manner other than by an agreement in writing signed by Landlord and Tenant or their respective successors in interest.

15.8 **Successors & Assigns.** Subject to the terms and conditions of Section 14.1 above, the terms and provisions of this Lease shall be binding upon and inure to the benefit the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

15.9 **No Third-Party Beneficiaries.** Nothing in this Lease, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Lease on any person (including without limitation any broker, finder, or agent of either party) other than the parties to this Lease and their respective successors and assigns, if any, nor shall any provision in this Lease give any third parties the right of subrogation or action against any party to this Lease.

15.10 **Authority to Execute.** Landlord and Tenant covenant that each individual executing this Lease by and on behalf of the party is a person duly authorized to execute this Lease for that party and bind the party according to the terms of this Lease.

15.11 **Force Majeure.** Neither party shall be required to perform any term, covenant, or condition of this Lease so long as the performance or bargained for benefit under this Lease is delayed or prevented by "**Force Majeure Events**" constituting any acts of God, strike, lockout, material or labor shortage or restriction, civil riot, enemy action, war, acts of terrorism, pandemic, epidemic, civil commotion, moratorium, actions of a Governing Authority, and any other cause not reasonably within the control of the party and which by the exercise of due diligence the party is unable, wholly or in part, to prevent or overcome. The occurrence of a Force Majeure Event will extend day-to-day the relevant date in question but only if, within ten (10) business days after the end of the event causing the delay, the party seeking the delay notices the other party in writing of the nature of the cause for the delay and the actual extension requested. For the avoidance of doubt, the foregoing shall apply to and extend any period of time set forth in this Agreement regarding the Construction Period.

15.12 **Governing Law.** This Lease and all of its provisions shall be construed in accordance with the laws of the state of Ohio. Any legal proceeding relating in any way to this Lease may only be brought in the forum in Lorain County, Ohio.

15.13 **No Waiver.** The waiver by Landlord or Tenant of any violation on the part of the other shall not be construed as a waiver of any subsequent violations.

15.14 **Counterparts.** This Lease and any amendments may be executed in any number of original or telecopy counterparts, each of which will be effective on delivery and all of which together will constitute one binding agreement of the parties. Any signature page of the Lease may be detached from any executed counterpart of the Lease without impairing the legal effect of any signatures and may be attached to another counterpart of the Lease that is identical in form to the document signed (but that has attached to it one or more additional signature pages).

15.15 **Dispute Resolution.**

15.15.1 In the event of any dispute arising out of or relating to this Lease or the breach thereof, the parties shall use their best efforts to settle the dispute by direct negotiations between the parties. If the dispute is not settled promptly through negotiation, the parties shall submit the dispute to mediation under the then-applicable Mediation Rules

of the American Arbitration Association. The parties to the dispute shall share equally the mediator's fees and any administrative fee, but shall otherwise bear their own expenses.

15.15.2 In the event that the parties have been unable to resolve any dispute arising out of or relating to this Lease, or the breach thereof, despite best efforts and good faith by the parties, then either party may seek relief in a court of competent jurisdiction.

15.15.3 LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS LEASE.

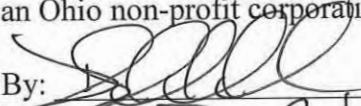
15.16 *Calculation of Time Periods.* Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a day occurring on a Saturday, Sunday or U.S. Federal Reserve Bank holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day. For purposes of calculating additional time periods following such due date, any such extended time period shall thereafter be deemed to have expired on the extended due date, and not the due date of original expiration before taking into account the weekend or legal holiday. As used herein, if a day is to be considered a "calendar day" (any day of the week, month or year) unless otherwise specified as a "business day" (the days between and including Monday to Friday and not including public holidays and weekends).

[Signatures on Next Page(s)]

Landlord and Tenant have duly executed this Lease, to be effective as of the Effective Date.

LANDLORD:

NORCARE ENTERPRISES, INC.,
an Ohio non-profit corporation

By: 

Name: Don Schiffbauer

Title: CEO

State of Ohio

County of Lorain

The foregoing instrument was acknowledged before me this 17th day of November, 2023,
by Don Schiffbauer, CEO of Norcare Enterprises, Inc., an Ohio non-profit corporation, on
behalf of the corporation.

Joyce L. Wasela
(Signature of person taking acknowledgment)

Notary
(Title or rank)

JOYCE L. WASELA
Notary Public, State of Ohio
My Commission Expires 11-25-2027

[Landlord Signature Page to Lease Agreement]

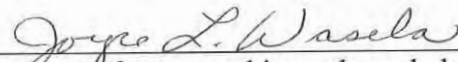
TENANT:

THE NORD CENTER,
an Ohio non-profit corporation

By: 
Name: Don Schiffbauer
Title: Chief Executive Officer

State of Ohio
County of Lorain

The foregoing instrument was acknowledged before me this 17th day of November, 2023,
by Don Schiffbauer, Chief Executive Officer, of The Nord Center, an Ohio non-profit corporation,
on behalf of the corporation.


(Signature of person taking acknowledgment)

Notary
(Title or rank)

JOYCE L. WASELA
Notary Public, State of Ohio
My Commission Expires 11-25-2027

[Tenant Signature Page to Lease Agreement]

EXHIBIT "A-1"
TO
LEASE

(Legal description of Leased Premises)

Parcel One:

Situated in the City of Lorain, County of Lorain and State of Ohio, and known as being part of Original Elyria Township Lot No. 1, Newbury Tract. Also being part of the land conveyed to Norcare Enterprises, Inc. as recorded in Instrument No. 2016-0593857 of the Lorain County Records being more definitely described as follows;

Commencing at a 1" iron pin found in a monument box at the intersection of the centerline of Cooper Foster Park Road (85 feet wide) and the centerline of South Broadway Avenue (width varies);

Thence, along the centerline of South Broadway Avenue, South 00° 35' 49" West, 849.32 feet;

Thence, leaving the centerline of South Broadway Avenue, North 89° 24' 11" West, 40.00 feet to an iron pin set in the westerly right of way of South Broadway Avenue and the **True Point of Beginning** for the parcel herein described;

Thence, leaving the westerly right of way of South Broadway Avenue, North 89° 24' 11" West, 336.63 feet to an iron pin set in the westerly line of Original Elyria Township Lot No. 1;

Thence, along the westerly line of Original Elyria Township Lot No. 1, North 00° 56' 40" East, 363.99 feet to an iron pin set at the southwesterly corner of One Park Landing Condominium as recorded in Plat Volume 47, Page 41 of the Lorain County Records;

Thence, leaving the westerly line of Original Elyria Township Lot No. 1, along the southeasterly line of One Park Landing Condominium, South 63° 00' 46" East, 328.94 feet to the westerly right of way of South Broadway Avenue, said point being referenced by a 1" iron pipe found, South 63° 00' 46" East, 46.52 feet;

Thence, leaving the southeasterly line of One Park Landing Condominium, along the westerly right of way of South Broadway Avenue, South 12° 28' 40" East, 175.76 feet to an iron pin set;

Thence, continuing along the westerly right of way of South Broadway Avenue, South 00° 35' 49" West, 46.57 feet to the point of beginning.

Containing within said bounds 2.0975 acres of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in July 2022.

All iron pins set are 5/8" x 30" capped rebar inscribed "KS ASSOCS INC PROP MARKER".

Bearings are based on the Ohio State Plane, North Zone, NAD83(2011) Grid North.

LORAIN COUNTY TAX DEPT.
P.P. No. 06-21-001-101-067

Legal description reviewed by *gilling*
on 10/4/22 per O.R.C. Section 5713.09

Parcel Two:

Situated in the City of Lorain, County of Lorain and State of Ohio, and known as being part of Original Elyria Township Lot No. 1, Newbury Tract. Also being part of the land conveyed to Norcare Enterprises, Inc. as recorded in Instrument No. 2016-0593857 of the Lorain County Records being more definitely described as follows;

Commencing at a 1" iron pin found in a monument box at the intersection of the centerline of Cooper Foster Park Road (85 feet wide) and the centerline of South Broadway Avenue (width varies);

Thence, along the centerline of South Broadway Avenue, South 00° 35' 49" West, 849.32 feet;

Thence, leaving the centerline of South Broadway Avenue, North 89° 24' 11" West, 40.00 feet to an iron pin set in the westerly right of way of South Broadway Avenue and the **True Point of Beginning** for the parcel herein described;

Thence, along the westerly right of way of South Broadway Avenue, South 00° 35' 49" West, 53.07 feet to an iron pin set;

Thence, continuing along the westerly right of way of South Broadway Avenue, along the arc of a curve which deflects to the right, 475.90 feet to an iron pin set at the northeasterly corner of land conveyed to Quality Carz and More LLC as recorded in Instrument No. 2019-0708195 of the Lorain County Records, said curve having a radius of 778.51 feet, a central angle of 35° 01' 28", and a chord of 468.52 feet which bears South 18° 06' 33" West, said point being referenced by a 1" iron pin found North 71° 21' 34" West, 0.07 feet;

Thence, leaving the westerly right of way of South Broadway Avenue, along Quality Carz and More LLC's northerly line, North 71° 21' 34" West, 208.54 feet to the westerly line of Original Elyria Township Lot No. 1, said point being referenced by a 1" iron pipe found North 71° 21' 34" West, 0.12 feet;

Thence, along the westerly line of Original Elyria Township Lot No. 1, North 00° 56' 40" East, 435.29 feet to an iron pin set;

Thence, leaving the westerly line of Original Elyria Township Lot No. 1, South 89° 24' 11" East, 336.63 feet to the point of beginning.

Containing within said bounds 3.2700 acres of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in July 2022.

All iron pins set are 5/8" x 30" capped rebar inscribed "KS ASSOCS INC PROP MARKER".

Bearings are based on the Ohio State Plane, North Zone, NAD83(2011) Grid North.

LORAIN COUNTY TAX DEPT.
P.P. No. 06-21-001-101-068

Legal description reviewed by W. M. H. H.
on 10/4/22 per O.R.C. Section 5713.09

(Depiction of Leased Premises)

Parcel Two:

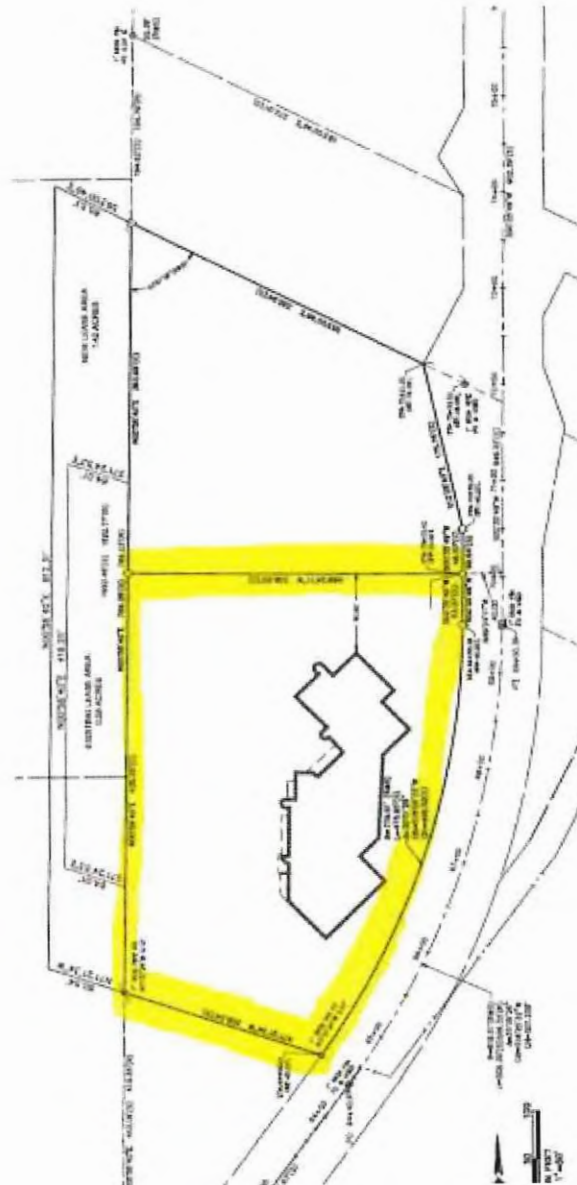


EXHIBIT "B"
TO
LEASE

MEMORANDUM OF LEASE

NORCARE ENTERPRISES, INC., an Ohio nonprofit corporation, located at 6140 S. Broadway, Lorain, Ohio 44503 ("**Landlord**"), and THE NORD CENTER, an Ohio nonprofit corporation, located at 6140 S. Broadway, Lorain, Ohio 44503 ("**Tenant**"), to evidence the existence of a commercial lease containing the term described below (as amended from time to time, the "**Lease**") between Landlord and Tenant.

Effective Date: November 15, 2023.

Description of Leased Premises: That certain real property located at 6130-6140 S. Broadway, Lorain, Ohio 44503, as legally described on the attached **Exhibit A**.

Primary Term: Thirty-Five (35) years commencing on the Effective Date.

The purpose of this Memorandum is to give record notice of the Lease (copies of which are held by and may be obtained from Landlord and Tenant at their respective addresses stated above) and of the terms and conditions of, and the rights created by the Lease, all of which are confirmed by Landlord and Tenant and incorporated into this Memorandum. The Lease may be amended from time to time, but neither Landlord nor Tenant assumes any responsibility to update this Memorandum to reflect any Lease amendments.

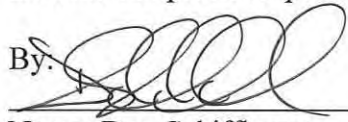
This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date established in their respective acknowledgements.

TENANT:

THE NORD CENTER,
an Ohio nonprofit corporation

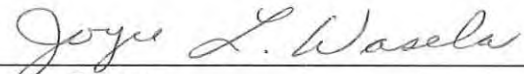
By: 

Name: Don Schiffbauer

Title: Chief Executive Officer

STATE OF OHIO)
COUNTY OF Lorain) SS:

Be it remembered on November 17th, 2023, this instrument was acknowledged before me by Don Schiffbauer, Chief Executive Officer, on behalf of the Nord Center, an Ohio nonprofit corporation.



NOTARY PUBLIC
COMMISSION EXPIRATION: 11-25-2027

JOYCE L. WASELA
Notary Public, State of Ohio
My Commission Expires 11-25-2027

LANDLORD:

NORCARE ENTERPRISES, INC.
an Ohio non-profit corporation

By: [Signature]

Name: Don Schiffbauer

Title: CEO

STATE OF OHIO ()
COUNTY OF Lorain SS:

Be it remembered on November __, 2023, this instrument was acknowledged before me
by Don Schiffbauer, CEO, on behalf of the Norcare Enterprises, Inc., an Ohio
nonprofit corporation.

Joyce L. Wasela
NOTARY PUBLIC
COMMISSION EXPIRATION: 11-25-2027

JOYCE L. WASELA
Notary Public, State of Ohio
My Commission Expires 11-25-2027

EXHIBIT "A"
TO
MEMORANDUM OF LEASE

(Legal Description of Leased Premises)

SCHEDULE 2

Ground Sublease

GROUND SUBLEASE

Site:

6130 S. Broadway

Lorain, Ohio 44053

GROUND SUBLEASE

Specific Provisions

Landlord: The Nord Center
an Ohio nonprofit corporation

Landlord Notice Address: 6140 S. Broadway
Lorain, Ohio 44503
Attn: Don Schiffbauer
Email: DSchiffbauer@nordcenter.org

With copy to:

Ulmer & Berne LLP
1660 W. 2nd Street, Suite 1100
Cleveland, Ohio 44113
Attn: David E. Schweighoefer
Telephone: 216-583-7278
Email: dschweighoefer@ulmer.com

Tenant: Mental Health and Addiction Recovery
Services Board of Lorain County,
a governmental entity

Tenant Notice Address: 1173 North Ridge Road East
Lorain, Ohio 44055
Attn: Michael Doud
Telephone: (440) 787-2078
Email: mdoud@mharslc.org

With copy to:

The Lorain County Prosecutor's Office
Lorain County Justice Center
225 Court Street, Third Floor
Lorain, Ohio 44033
Attn: Daniel F. Petticord
Telephone: (440) 329-5389
Email: dan.petticord@lcprosecutor.org

Effective Date: November 15, 2023, which is the date upon which this Lease and the
Parking Sub-Sublease Agreement have been executed by both
Landlord and Tenant.

Construction Period:	The period of approximately two (2) years commencing on the Effective Date and expiring on the Commencement Date. The Construction Period is anticipated to conclude in autumn of 2025.
Commencement Date:	First day of the calendar month after the expiration of the Construction Period. The Commencement Date will be agreed to by the parties as set forth on the Commencement Date Agreement attached hereto as <u>Exhibit “B”</u> .
Primary Term:	Thirty-one (31) years commencing on the Commencement Date.
Base Rent:	\$1.00 per year; see provisions of Section 6.1 below
Leased Premises:	Approximately 2.0975 acres, being described as 6130 S Broadway, Lorain, OH 44053, Parcel No. 06-21-001-101-067 by the Lorain County, Ohio, Auditor, as described by metes and bounds on <u>Exhibit “A-1”</u> and depicted on <u>Exhibit “A-2”</u> that is leased by Landlord to Tenant under the terms of this Lease.
Adjacent Landlord Property:	Approximately 3.2700 acres, being described as 6140 S Broadway, Lorain, OH 44053, Parcel No. 06-21-001-101-068 by the Lorain County, Ohio, Auditor, as described by metes and bounds on <u>Exhibit “A-3”</u> and depicted on <u>Exhibit “A-4”</u> , which parcel is owned by Landlord.
Common Areas:	All parking areas, parking lots, lanes, drives, driveways, walkways, parking lot entrances and exits, sidewalks, landscaped and other unpaved areas associated with such parking amenities, parking lot lighting facilities and equipment, shared utility facilities, and all other areas outside of the buildings located on the Adjacent Landlord Property or Leased Premises, and which are intended and available for the common use of Landlord and Tenant. In addition, the Common Areas will include all such areas described above which are located on the property leased under the “Parking Leases” , as defined in Section 1.1.2 below.
Tenant’s Proportionate Share:	38.86%, see Section 6.2.1 below.

THE TERMS LISTED ABOVE ARE DEFINED TERMS THAT ARE USED THROUGHOUT THIS LEASE AND WHOSE DEFINITIONS MAY BE MODIFIED UNDER THE TERMS AND CONDITIONS BELOW.

This Ground Sublease (this “**Lease**”) is effective as of the Effective Date and is executed by and between Landlord and Tenant with respect to the Leased Premises described below.

1. **Agreement to Lease; Defined Terms**

1.1 **Lease of Leased Premises.** Landlord leases the Leased Premises to Tenant, and Tenant leases the Leased Premises from Landlord, together with all rights, privileges, easements and appurtenances, if any, pertaining to the Leased Premises, on the terms, conditions, and limitations established in this Lease, for the Lease Term.

1.1.1 *Common Area Access.* Tenant, as well as its agents, employees, clients, patients and invitees, shall have and are granted access to and use of all Common Areas.

1.1.2 *Parking Leases.* The Leased Premises and the Adjacent Landlord Property are served by certain leases for parking on land adjacent to the Leased Premises and the Adjacent Landlord Property, such leases being more particularly described as follows: (i) the Lease Agreement dated January 7, 2009 between Eschtruth Investment LLC, as lessor, and Norcare Enterprises, Inc., as lessee, as amended by a certain First Amendment to Lease Agreement dated November 7, 2022, (ii) the Sublease Agreement dated November 15, 2023 between Norcare Enterprises, Inc., as sublessor, and The Nord Center (Landlord), as sublessee, and (iii) the Sub-Sublease Agreement dated November 15, 2023 between The Nord Center (Landlord), as sub-sublessor, and Mental Health and Addiction Recovery Services Board of Lorain County, as sub-sublessee (the “**Parking Sub-Sublease Agreement**”) (collectively subparts (i), (ii) and (iii) are referred to as the “**Parking Leases**”). Landlord and Tenant expressly acknowledge and agree that, for purposes of this Lease, the “Common Areas” will be deemed to cover and include the property leased under the Parking Leases, and that the usage of such portions of the Common Areas will be governed by the terms of this Lease, and the Parking Leases, as applicable.

1.1.3 *Master Lease.* As is further set forth in Article 17, this Lease is subject to that certain Lease Agreement dated as of November 15, 2023 (the “**Master Lease**”) by and between Norcare Enterprises, Inc. (the “**Master Lessor**”) as lessor, and Landlord, as lessee, for the real property, improvements, and personal property constituting the collectively the Leased Property and the Adjacent Landlord Property.

1.2 **Defined Terms.** When used in this Lease, defined terms should have the meanings established in this Lease. Various defined terms are defined above, and various other terms are defined below as well as in other areas in the text of this Lease.

1.2.1 “**Facilities**” means all buildings and other improvements (including parking and paved areas, etc.) constructed by Tenant on the Leased Premises. References in this Lease to the term “**Facilities**,” however, specifically exclude Tenant’s Property, as defined below. The Facilities shall be and remain at all times Tenant’s sole property during the Lease Term. Upon the expiration or earlier termination of this Lease, title to the Facilities shall automatically and immediately vest in Landlord without further action by

Tenant, although Tenant shall, upon Landlord's request, execute and deliver appropriate documentation conveying the Facilities to Landlord.

1.2.2 **"Governing Authorities"** means all federal, state, local (municipal and/or county), and quasi-governmental agencies, departments, councils, boards, commissions, authorities, and the like that have jurisdiction over the development, construction, and/or use of the Leased Premises.

1.2.3 **"Permittees"** means all employees, customers, vendors, suppliers, invitees, licensees, authorized representatives, contractors, assignees, sublessees, concessionaires, consultants, and other permitted persons of the party in question.

1.2.4 **"Tenant's Property"** means all of the following that are now or in the future located on the Leased Premises: (i) personal property, trade fixtures, furniture, and equipment; and (ii) all signage attached to Tenant's Facilities, all pylon signs located from time to time, and all monument signs reserved for Tenant's sole use that may be located from time to time (called, collectively, the **"On-Site Signage"**). Tenant may remove or replace Tenant's Property at any time during the Lease Term unless expressly provided otherwise by the terms of this Lease.

1.2.6 **"Tenant's Work"** describes the development and construction of the Facilities that Tenant shall, subject to the terms of this Lease, perform with respect to the Leased Premises.

2. **Reserved.**

3. **Delivery of Leased Premises.**

3.1 **Possession Date.** Landlord shall deliver exclusive possession of the Leased Premises to Tenant on the Effective Date. Tenant acknowledges and agrees that it takes and accepts the Leased Premises in its as-is, where-is condition on the Effective Date, and that Landlord has no work or improvement obligations with respect to the Leased Premises under this Lease.

4. **Construction of Improvements.**

4.1 **Construction Period.** Promptly after the Effective Date, Tenant shall commence construction of Tenant's Work described in Section 4.2 below. Tenant must complete Tenant's

Work no later than the expiration of the Construction Period. The parties agree and acknowledge that the target date for completion of the Tenant's Work is autumn, 2025.

4.2 ***Tenant's Work.*** During the Construction Period, Tenant, at its sole cost and expense, is solely responsible to design, entitle, permit, place, and construct the Facilities at the Leased Premises, and, to the extent Tenant undertakes construction in accordance with this Lease, Tenant shall do so: (i) in accordance with plans and specifications approved by Landlord in writing, (ii) in a good and workmanlike manner, free of defects; (iii) in compliance with all Laws and all matters of title; and (iv) diligently, without undue delay not caused by a Force Majeure Event.

4.3 ***Tenant Improvement Allowance.*** Landlord shall provide to Tenant an improvement allowance for the construction of the Facilities in an amount not less than Two Million Four Hundred Thousand and 00/100 Dollars (\$2,400,000) (the "**Tenant Allowance Amount**"). Landlord acknowledges that the Tenant Allowance Amount has been confirmed as available for draw from third parties in the form of grants, awards, and donations. Landlord shall reimburse Tenant (or pay directly to Tenant's general contractor if directed by Tenant and permitted by the conditions of the grants, awards, and donations) for the Tenant Allowance Amount upon receipt by Landlord of contractor's receipts and lien waivers for work and services actually performed on the Leased Premises. Landlord shall only reimburse Tenant or pay Tenant's general contractor for those contractors' receipts that are reasonably approved by both Landlord and Tenant (including expressly that certain Agreement Proposal and Contract Bond from Panzica Construction). Landlord shall promptly reimburse Tenant (or pay Tenant's general contractor, as instructed) after receipt of the contractor's receipts and lien waivers for work and services performed on the Leased Premises. Tenant shall be required to incur the costs, complete the work, and draw down the Tenant Allowance Amount by no later than the Commencement Date. Notwithstanding the foregoing, Tenant understands and agrees that (i) in no event will Landlord be required to reimburse Tenant any portion of the stated Tenant Allowance Amount under this Section 4.3 unless and until Landlord has received the funds to cover such reimbursement requests and (ii) any notice of commencement and subsequent liens regarding the Facilities shall be with respect to the Facilities and not the underlying land, and any liens against the land shall be removed by Tenant as otherwise provided in this Lease.

4.4 ***Tenant's Permit Approvals.*** Tenant agrees and acknowledges that it has or will throughout the Construction Period obtain all permits and approvals required of the Governing Authorities, as such permits and approvals become applicable, to enable Tenant to develop, construct, and use the Leased Premises for Tenant's Use, including: (i) all building permits; (ii) all site development plans; (iii) all plans showing or concerning curb cuts, signage, lighting, access, deceleration lanes, median breaks, drainage plans, landscape plans, and similar development and construction; and (iv) all operating permits, conditional use permits, and (v) zoning designation, including rezoning approval by the Lorain City Council, if applicable. Notwithstanding any provisions of this Lease to the contrary, Landlord agrees to cooperate with Tenant and to use its best efforts to promptly prepare and file all necessary documentation to affect all applications, notices, petitions and filings, and to obtain all permits, consents, approvals and authorizations of all third parties and governmental authorities which are necessary for the parties to carry out the terms of this Lease.

5. Term.

5.1 **Primary Term.** This Lease is valid and enforceable as of the Effective Date and through the Lease Term, subject to the terms and conditions described in this Lease. The commencement of the Base Rent, Additional Rent, and any other charges under the Lease shall begin on the Commencement Date and shall remain in effect through the Primary Term, except as otherwise provided herein. Landlord and Tenant shall promptly, after the occurrence of the Commencement Date, exchange fully executed copies of the Commencement Date Agreement attached as **Exhibit “B”**.

5.2 **Holdover Term.** If Tenant shall hold over after the expiration of the Primary Term, the holdover tenancy shall continue in accordance with all the terms of this Lease, except that Base Rent shall equal 150% of the Base Rent in effect at the end of the Lease Term (the holdover period shall be referred to in this Lease as the “**Holdover Term**”). Landlord shall be deemed to consent to Tenant’s holding over if it is reasonably required by Tenant to perform or satisfy any of Tenant’s obligations to Landlord under this Lease, applicable law, or otherwise. Except as provided herein, a Holdover Term may be terminated by either Landlord or Tenant upon not less than ninety (90) days written notice; however, any Holdover Term shall end only at the end of a calendar month.

5.3 **Lease Term.** The Primary Term, Holdover Term, and any and all other extensions or renewals of the Lease are collectively referred to throughout this Lease as the “**Lease Term**.”

6. Rental.

6.1 **Base Rent.** Tenant shall pay Base Rent to Landlord in advance on the first day of each calendar month, without notice, demand, offset or deduction, except as otherwise expressly provided in this Lease. Rent for any period less than a calendar month shall be prorated, based on the number of calendar days in the month. Tenant has prepaid, and Landlord acknowledges receipt of, Base Rent for the entire Primary Term.

6.2 **Additional Rent.** In addition to Base Rent (if applicable), Tenant shall pay prior to delinquency, for the period commencing on the Commencement Date and continuing throughout the balance of the Lease Term, as additional rental (“**Additional Rent**” and, collectively with Base Rent, “**Rent**”), the following items:

6.2.1 **Common Area Maintenance Charges.** Tenant shall pay Tenant’s Proportionate Share of all operating expenses incurred by Landlord regarding the Common Areas (the “**Common Area Maintenance Charges**”). The operating expenses of the Common Areas are those amounts paid or payable in connection with the maintenance, repair, replacement, and operation of the Common Areas. The Common Area Maintenance Charges will include, but will not be limited to, those costs and expenses associated with any landscaping; sprinklers; security; fire protection oversight; maintenance; repair and monitoring; repaving, replacing, repairing, and restriping parking lots; public utilities (if

applicable); insuring the Common Areas (if applicable), lighting; maintenance; removal of snow, trash, rubbish, garbage and other refuse; Landlord's compliance with present and future laws and ordinances; maintenance of sanitary sewers, storm sewers, domestic water, storm water, detention, retention basins, water filtration and treatment facilities, if any; pylon signs; directional and traffic signs and signals (if applicable); security and security patrols; As soon as practicable after the end of each calendar year ending during the Term and after Lease termination, Landlord shall render a statement in reasonable detail showing for the preceding calendar year or fraction thereof, as the case may be, the Common Area Maintenance Charges and Tenant's Proportionate Share attributable thereto. Landlord's expenditures on items that would be capitalized pursuant to GAAP shall be amortized over their useful life and Common Area Maintenance Charges for any year shall only include the amortized portion attributable to such year. For example, if Landlord expends \$100,000 in 2030 on a capital improvement with a 10 year life, Common Area Maintenance charges for 2030 shall be \$10,000, and \$10,000 for each of the nine subsequent years. Tenant shall have the right to audit Landlord's statements for Common Area Maintenance Charges, and adjustments shall be made based on the outcome of any such audit.

6.2.2 *Property Taxes.* All ad valorem real estate taxes, sewer and sewer rents or charges, business improvement district and other assessments, special or otherwise, levied, assessed or imposed by the applicable taxing authority or upon or with respect to Leased Premises, if any (collectively "***Real Property Taxes***"), assessed against the Leased Premises for periods during the Lease Term but only for periods during the Lease Term after the Effective Date. Real Property Taxes for any period less than a calendar year shall be prorated. Tenant's liability to pay Real Property Taxes shall be prorated on the basis of a 365-day year to account for any fractional portion of a fiscal tax year included at the beginning or end of the Lease Term. Landlord shall authorize and instruct the assessing authority to forward to Tenant all Real Property Tax bills on the Leased Premises and/or any part. If Landlord pays any Real Property Taxes agreed to be paid by Tenant, then, within ten (10) days after Landlord's presentation of a receipted bill, Tenant shall promptly repay the taxes to Landlord as Additional Rent. For purposes of clarification, so long as Tenant is a governmental entity exempt from paying Real Property Taxes, Tenant shall have no obligation to pay any such Real Property Taxes; provided, however, that in the event Tenant's successor or assign is not an exempt entity, or it is determined the Leased Premises otherwise is not exempt from Real Property Taxes, Tenant shall be responsible for payment of the same under this Section 6.2.2.

6.3 *Payment of Rental.* Tenant shall pay the Rent provided in this Lease to Landlord, when due, at Landlord's office, or to any other person or place as Landlord may designate by notice to Tenant, or as otherwise expressly provided in this Lease. At Tenant's election, rent may be paid by electronic funds transfer to an account to be designated by Landlord.

6.4 *Security Deposit.* Tenant shall not be required to pay a security deposit.

6.5 *Tenant Overpayments.* If either Landlord or Tenant discovers, at any time during the Lease Term or within a reasonable time afterwards, that Tenant has paid Landlord rental or other amounts in excess of those amounts that Tenant was obligated to pay at the time, the applicable party shall promptly notify the other party and, without prejudice to any other remedies,

whether legal or equitable, available to Tenant, Tenant shall have the right to treat all or a portion of the overpaid amounts as pre-paid rental, in which event the portion treated as pre-paid rental shall be applied as a credit toward future amounts due Landlord from Tenant under this Lease, and any amounts that exceed future amounts due shall be promptly refunded to Tenant.

7. **Possession and Use.**

7.1 ***Tenant's Use.*** Tenant may use the Leased Premises only for the operation of a crisis receiving center, including emergency, inpatient, and outpatient medical care, and including the provision of detoxification services, and all uses reasonably related to or associated with the foregoing (“**Tenant's Use**”). Tenant will observe and comply with such reasonable rules and regulations as Landlord may prescribe from time to time with respect to the Leased Premises, provided in the event of any conflict or inconsistency between any such rules and regulations and this Lease, the terms of this Lease shall supersede and govern. Tenant shall not use or occupy the Leased Premises for any unlawful purpose, or in any manner that will violate the certificate of occupancy for the Leased Premises, or that will constitute waste, nuisance or unreasonable annoyance to Landlord or any other tenant or user of the retained property.

7.2 ***Compliance with Laws.*** Tenant, at no cost or expense to Landlord, shall promptly and properly observe, comply with and execute all present and future orders, regulations, directions, rules, laws, ordinances, and requirements of all Governing Authorities that arise directly from Tenant's use, occupancy, or enjoyment of all or part of the Leased Premises during the Lease Term.

7.3 ***Hazardous Materials.*** Tenant agrees not to cause or permit any generation, storage, handling or disposal of any flammable explosives, petroleum or petroleum by-products, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, radioactive materials or wastes, hazardous materials or wastes, toxic materials or wastes, asbestos, asbestos-containing materials, PCBs, or any other material, substance or waste that (i) is recognized as being hazardous or dangerous to health or the environment, (ii) is regulated or may form the basis for liability under any Environmental Laws (as defined below), (iii) is present in the environment in such quantity or state that it contravenes any Environmental Laws, or (iv) requires or will require remediation or removal under any Environmental Laws (collectively “**Hazardous Materials**”) in or upon the Leased Premises during the Term of the Lease except in accordance with Environmental Laws. “**Environmental Laws**” means all present and future federal, state, county, municipal and other local statutes, laws, codes, ordinances, administrative and court orders and directives, rules and regulations applicable to the Leased Premises or to the use and occupancy of the Leased Premises or to operations conducted at or ownership of the Leased Premises from time to time applicable at any time, relating to the protection of the environment, human health or safety or national or homeland security and including, without limitation, those requirements relating to the generation, manufacture, use, storage, management, transportation, treatment, discharge, disposal or reporting of Hazardous Materials, nuisance claims, employee and product safety, and the emission or release of Hazardous Materials into the air, surface water, ground water, land surface, subsurface strata or any drain, pipeline, building or structure. In the event that any other substance used at the Leased Premises

shall, during the Term, become designated as a Hazardous Material, then Tenant shall, to the extent practicable, discontinue use of the substance in or upon the Leased Premises except to the extent such use is in accordance with Environmental Laws. If it is not practicable for Tenant to discontinue such use, then Tenant agrees that it shall only continue use of the Hazardous Material in or upon the Leased Premises in a manner consistent with all Environmental Laws. Tenant shall assume sole responsibility for any and all demands, claims, enforcement actions, costs and expenses, liabilities, losses, damages, suits, actions, fines or penalties of any kind, including the cost of all remediation efforts and clean-up plans, arising out of (i) Tenant's breach of this Section, (ii) Tenant's violation of any Environmental Laws, or (iii) any Environmental Matter caused by any act or omission of Tenant or its agents, employees, contractors, licensees, invitees; except where such agent, contractor, licensee, or invitee is Landlord. Landlord shall assume sole responsibility for any and all demands, claims, enforcement actions, costs, expenses, liabilities, losses, damages, suits, actions, fines or penalties of any kind, including the cost of all remediation efforts and clean-up plans, arising out of any Environmental Matter caused by any act or omission of Landlord or its agents, employees or contractors; except where such agent or contractor is Tenant. "**Environmental Matter**" means any matter arising out of, relating to or resulting from pollution, contamination, sanitation, nuisance, emissions, discharges, releases or threatened releases of Hazardous Materials, or otherwise arising out of, resulting from, or relating to, the generation, manufacture, use, storage, management, transportation, treatment, discharge, disposal or reporting of Hazardous Materials, or the application of Environmental Laws. The foregoing obligations shall survive the termination or earlier expiration of this Lease.

7.4 **Improvements.** Subject to the approval of the Governing Authorities and the acquisition of any required permits, and in compliance with any matters of record, and subject to Landlord's written approval of plans and specifications therefor, Tenant may place and maintain on the Leased Premises any and all Facilities and Tenant's Property as it may desire for Tenant's Use. Tenant may remove Tenant's Property without their replacement or reimbursement to Landlord so long as Tenant repairs any damage caused by the removal. Tenant shall not remove any Facilities without Landlord's express written approval. Tenant will not be required to remove any of the Tenant's Property or Facilities at the expiration or sooner termination of this Lease, and any of Tenant's Property remaining and not removed within thirty (30) days after the termination of the Lease shall become the property of the Landlord without warranty, express or implied. Notwithstanding anything contained herein to the contrary, Tenant shall cause any Facilities or Tenant's Property, if any, located on the Leased Premises at the expiration or sooner termination of this Lease to be in good condition and repair, reasonable wear and tear excepted.

7.5 **Alterations.** Without the need or requirement of prior approval from the Landlord, Tenant may make interior non-structural alterations, reductions, or additions to the Leased Premises as Tenant may desire, provided that they do not violate any matters of record, or any requirements of any Governing Authorities having jurisdiction over the Leased Premises. Any exterior or structural alterations, reductions, or additions to the Leased Premises shall require Landlord's prior written consent (and Landlord's consent of plans and specifications therefor), such consent not to be unreasonably withheld, conditioned or delayed. All alterations, additions, and replacements will be made in compliance with all Laws and matters of record, in a good workmanlike manner, and without cost to Landlord. Tenant also shall have the right to remove (without the obligation to replace or the obligation to reimburse Landlord for) any trees, dirt,

vegetation, landscaping, sidewalks, and curbing on the Leased Premises, subject to Tenant's compliance with all Laws and the above requirements.

7.6 ***Signs and Trademarks.*** Subject to Landlord's prior written approval thereof, Tenant shall have the right to erect or attach upon all parts of the Leased Premises all signs, sign faces, posters, banners, and trademark items as it may deem proper, subject to first obtaining any required approvals of the Governing Authorities, and subject to any matters of record. All On-Site Signage including any signs, sign faces, posters, banners, and trademark items (except for the sign structures themselves) shall be removed by Tenant at the expiration or termination of this Lease at Tenant's sole expense. Landlord shall reasonably cooperate with Tenant (at no cost or expense to Landlord) in obtaining any necessary permits or variances from governmental restrictions placed upon the use of signs.

7.7 ***Surrender.*** Upon expiration of the Lease Term (or upon earlier termination for any reason), Tenant shall quit and surrender the Leased Premises, including the Facilities and Tenant's Property, in good condition and repair, and in compliance with all Laws and all matters of title and in the condition required of Tenant under this Lease.

8. **Maintenance; Operating Expenses.**

8.1 ***Repairs.*** Tenant, at its sole cost and expense, shall maintain, repair and replace, if necessary, the Leased Premises and all portions thereof, including the Facilities, the Tenant's Property, and all improvements thereon, including without limitation, structural systems, roof, load-bearing walls, floor slabs, HVAC system and equipment, utility systems such as lighting and plumbing, storm drainage systems, windows, glass, doors, glazing and floor coverings, landscaped and irrigation areas, sidewalks, driveways, signage as well as all other facilities, trade fixtures and other equipment located on the Leased Premises. Landlord shall be responsible for maintaining and repairing all off-site improvements (including all improvements in the Common Areas), including any offsite paved areas used for access to or from the Leased Premises, and Tenant shall pay to Landlord the Tenant's Proportionate Share for such Landlord services in accordance with the provisions of Section 6.2 above.

8.2 ***Utilities.*** Tenant shall pay all charges for gas, electricity, telephone, sewer, water, and any other utilities provided to the Leased Premises (including connection fees). Tenant shall be solely responsible for the performance of any and all maintenance and repair to the utilities serving the Leased Premises. Tenant will be responsible for assuring that all billing statements for all utilities will be mailed directly to Tenant for payment. If Landlord receives utility billing statements, Landlord shall promptly forward the bill to Tenant for payment. No cessation or interruption of any utilities shall relieve Tenant of any duties or obligations under this Lease. If any utilities are shared, the bill therefor shall be considered a Common Area Maintenance Expense.

8.3 ***Triple Net Lease.*** Except as otherwise expressly provided in this Lease, this Lease is intended to be and shall be deemed and construed as a "net lease," pursuant to which Landlord shall receive the Base Rent without reduction or offset for any other charge or expense, and free

and clear of all taxes, impositions, charges or expenses of any nature whatsoever. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder, except as otherwise expressly set forth in this Lease.

9. Damage and Condemnation of Leased Premises.

9.1 Restoration of the Leased Premises. If the main building or any other Tenant Improvements are damaged or destroyed during the Term, Tenant shall promptly notify Landlord of such damage or destruction. If the damage is such that it is estimated it shall take more than 180 days after commencement of repairs, then Tenant may terminate this Lease by delivering written notice to Landlord within thirty (30) days after the initial casualty notice has been delivered by Tenant to Landlord. In the event Tenant does not terminate the Lease, then Tenant shall repair and restore the damage with reasonable promptness to substantially the condition existing prior to the damage, at Tenant's sole cost and expense. All such repair, restoration or rebuilding shall be performed with due diligence in a good and workmanlike manner and in accordance with all applicable laws and ordinances.

9.2 Total Taking. If the whole of the Leased Premises shall be taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu thereof, or if a substantial portion of the Leased Premises shall be so taken or condemned that the portion or portions remaining is or are not sufficient and suitable, in the mutual reasonable judgment of Landlord and Tenant, for the continued operation of the business contemplated by this Lease to be conducted thereon, therein or therefrom so as to effectively render the Leased Premises and Improvements untenable, then this Lease and the Term hereby granted shall cease and terminate as of the date on which the condemning authority takes possession and all Rent shall be paid by Tenant to Landlord up to that date or refunded by Landlord to Tenant if Rent has previously been paid by Tenant beyond that date.

9.3 Partial Taking. If a portion of the Leased Premises are taken, and the portion or portions remaining can, in the reasonable judgment of Tenant, be adapted and used for the conduct of Tenant's business operation, such that the Premises and Improvements are not effectively rendered untenable, then provided that Tenant receives sufficient funds from the condemning authority, Tenant shall promptly restore the remaining portion or portions thereof to a condition comparable to their condition at the time of such taking or condemnation, less the portion or portions lost by the taking, and this Lease shall continue in full force and effect. If, however, in the reasonable judgment of Tenant, the Premises cannot adequately be adapted and used for the conduct of Tenant's business operations, or in the event the award is not sufficient to restore the Leased Premises, then Tenant shall have the right to terminate this Lease and any award paid to Tenant shall be assigned to Landlord.

9.4 Award. The entire award for the Leased Premises or the portion or portions thereof so taken shall be apportioned between Landlord and Tenant as follows: (i) if this Lease terminates due to a taking or condemnation, Tenant shall be entitled to receive the portion of the award which

is attributable to the unamortized cost of the Tenant Improvements as reflected in Tenant's books and records; (ii) Landlord shall be entitled to the remaining award; and (iii) if this Lease does not terminate due to such taking or condemnation, Tenant shall be entitled to the award to the extent required for restoration of the Leased Premises, and Landlord shall be entitled to the balance of the award not applied to restoration. If this Lease does not terminate due to a taking or condemnation, Tenant shall, with due diligence, restore the remaining portion or portions of the Leased Premises in the manner provided herein provided Tenant receives sufficient funds from the applicable condemning authority for such purpose. In such event, the proceeds of the award to be applied to restoration shall be deposited with a bank or financial institution designated by Landlord until the restoration has been completed and Tenant has been reimbursed for all the costs and expenses thereof. In addition to the foregoing, Tenant shall have the right to recover from the condemning authority such compensation as is specifically awarded to Tenant to reimburse Tenant for (i) any cost which Tenant may incur in removing Tenant's property from the Leased Premises, and (ii) for loss of Tenant's business.

10. Insurance

10.1 ***Liability Insurance Coverage.*** During the Lease Term, Tenant shall maintain commercial general liability insurance coverage with coverage of one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) aggregate, showing Landlord as an additional insured.

10.2 ***Property Insurance Coverage.*** During the Lease Term, Tenant shall maintain special form property insurance coverage for the full replacement cost of the Facilities and Tenant's Property.

10.3 ***Additional Insurance Requirements.*** Tenant will provide to Landlord a certificate from Tenant's insurer evidencing the coverage required under this Lease. All policies shall be written by carriers licensed to conduct business in the state in which the Leased Premises are located, and no policy shall be subject to cancellation without ten (10) days' prior written notice being given to Landlord.

10.4 ***Waiver of Subrogation.*** Landlord and Tenant mutually waive, as against one another, all rights of recovery for damage sustained by either caused by the other to the extent that the damage is compensated for by insurance maintained by the damaged party, and Landlord and Tenant agree that no party shall have any claim against the other by way of subrogation or assignment. Landlord and Tenant, to the extent possible, shall obtain policy provisions from their insurers allowing for this waiver.

11. Indemnity.

11.1 ***Tenant's Indemnity.*** Tenant shall accept responsibility for any costs, damages, claims, liabilities, expenses (including reasonable attorneys' fees), losses, penalties and court costs suffered by or claimed against Landlord, directly or indirectly, based on or arising out of, (i) the

use and occupancy of the Leased Premises by Tenant or Tenant's Permittees, except to the extent that they are caused by Landlord, (ii) any act or omission of Tenant or Tenant's Permittees, except to the extent that they are caused by Landlord, or (iii) any breach of Tenant's obligations under this Lease, including, but not limited to, Tenant's obligation to discharge or bond off liens pursuant to Section 14.7 below.

11.2 **Landlord's Indemnity.** Landlord shall accept responsibility for any claim, loss, or damage to the extent arising from the negligence or willful misconduct of Landlord.

12. Representations & Warranties.

12.1 **Landlord Representations.** Landlord warrants and represents that: (i) Landlord has full power and authority to lease the Leased Premises to Tenant in accordance with the terms of this Lease, and has obtained the approval of its senior management and/or Board of Directors to enter into this Lease; (ii) there are no leases or other rights of use or occupancy encumbering the Leased Premises other than as expressly disclosed herein; (iii) Landlord has received no written notice of any pending or threatened legal actions involving the Leased Premises; (iv) this Lease will not violate any agreement to which Landlord is a party or by which it is bound; (v) Landlord is not a Prohibited Person (as defined in Section 12.3 below); (iv) Landlord and the person executing and delivering this Lease on Landlord's behalf represent and warrant that such person(s) is duly authorized to so act; and (v) Landlord is duly organized, is qualified to do business in the jurisdiction in which the Leased Premises is located, is in good standing under the Laws of the state of its organization and the Laws of the jurisdiction in which the Leased Premises is located, and has the power and authority to enter into this Lease, and that all action required to authorize Landlord and such person to enter into this Lease has been duly taken.

12.2 **Tenant Representations.** Tenant warrants and represents that (i) Tenant has full power and authority to lease the Leased Premises from Landlord in accordance with the terms of this Lease, and has obtained the approval of its senior management and/or Board of Directors to enter into this Lease; (ii) this Lease will not violate any agreement to which Tenant is a party or by which it is bound; (iii) Tenant is not a Prohibited Person (as defined in Section 12.3 below); (iv) Tenant and the person executing and delivering this Lease on Tenant's behalf each represents and warrants that such person is duly authorized to so act; and (v) Tenant is duly organized, is qualified to do business in the jurisdiction in which the Leased Premises is located, is in good standing under the Laws of the state of its organization and the Laws of the jurisdiction in which the Leased Premises is located, and has the power and authority to enter into this Lease, and that all action required to authorize Tenant and such person to enter into this Lease has been duly taken.

12.3 **Prohibited Person.** "**Prohibited Person**" shall mean any person, organization, or entity: (i) listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (as amended from time to time, the "**Executive Order**"); (ii) owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) with whom a party is prohibited from dealing

or otherwise engaging in any transaction by any terrorism or money laundering legal requirements, including the so-called PATRIOT Act and the Executive Order; (iv) that commits, threatens, conspires to commit, or supports “terrorism” as defined in the Executive Order; (v) that is named as a “specifically designated national” or “blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website or at any replacement website or other replacement official publication of the list or is named on any other U.S. or foreign government or regulatory list maintained for the purpose of preventing terrorism, money laundering, or similar activities; (vi) that is covered by any other Law or executive order relating to the imposition of economic sanctions against any country, region, or individual pursuant to United States law or United Nations resolution; or (vii) that is an affiliate (including any principal, officer, immediate family member, or close associate) of a person or entity described in one or more of clauses (i) through (vi) of this definition of Prohibited Person.

13. **Default and Remedies.**

13.1 ***Default by Tenant.*** The occurrence of any one or more of the following events (each an “**Event of Default**”) shall constitute a breach of this Lease by Tenant: (i) any failure by Tenant to pay any Rent or other charge required to be paid under this Lease if such failure continues for a period of 30 days after Tenant's receipt of notice thereof from Landlord (Tenant may withhold portions of Additional Rent while the same are being audited or contested in good faith and such shall not be deemed to be an Event of Default); (ii) failure to perform any of the covenants of this Lease, other than the timely payment of Tenant’s monetary obligations hereunder, and failure to cure such failure within 60 days after the giving of written notice thereof by Landlord, provided however, that if, by the nature of such agreement or covenant, such failure or breach cannot reasonably be cured within such period of 60 days, an Event of Default shall not exist as long as Tenant commences with due diligence the curing of such failure or breach within such period of 60 days, and, having so commenced, thereafter prosecutes with diligence and completes the curing of such failure or breach; (iii) filing a voluntary petition in bankruptcy court or filing any similar petition seeking relief under any bankruptcy or insolvency statute or law, or if a proceeding under any bankruptcy or insolvency statute or law shall be filed against Tenant or any asset of Tenant, and such proceeding shall not have been dismissed or vacated within 75 days of the date of such filing; (iv) if Tenant shall make an assignment for the benefit of creditors; (v) if any insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially adversely changed and not corrected by Tenant within 10 business days after written notice from Landlord, except, in each case, as permitted in this Lease; (vi) if Tenant shall abandon the Leased Premises (except that the foregoing shall not constitute an Event of Default if, prior to vacating the Leased Premises, Tenant has made arrangements reasonably acceptable to Landlord to (1) ensure that Tenant’s insurance for the Leased Premises will not be voided or cancelled with respect to the Leased Premises as a result of such vacancy, (2) ensure that the Leased Premises is secured and not subject to vandalism, and (3) ensure that the Leased Premises will be properly maintained after such vacation); (vii) if Tenant shall attempt or there shall occur any assignment, subleasing or other transfer of Tenant’s interest in or with respect to this Lease except as otherwise permitted in this Lease; or (viii) if Tenant shall fail to discharge any lien placed upon the Leased Premises in violation of this Lease within 60 days after Tenant receives notice of the filing of any such lien or encumbrance.

13.2 ***Landlord's Remedies.*** Upon the occurrence of an Event of Default by Tenant, Landlord may, at its option, pursue any one or more of the following remedies without any additional notice or demand:

13.2.1 Landlord may, at its option, initially or at any time thereafter, terminate this Lease by written notice to Tenant, whereupon this Lease shall end. Upon such termination by Landlord, Tenant shall at once peaceably surrender possession of the Leased Premises to Landlord and remove all of Tenant's personal property therefrom, and Landlord may reenter the Leased Premises, repossess such premises, and remove all persons and personal property therefrom. In conjunction with re-entering the Leased Premises, Landlord may at in its sole option (and not obligation) take assignment of any contracts, permits, licenses, or other instruments relating to Tenant's Work, and may complete such Tenant's Work at Tenant's expense, subject to the Tenant Allowance Amount in accordance with Section 4.3.

13.2.2 In addition to all other legal and equitable remedies available to Landlord, Landlord shall also have the right to take such actions as reasonably necessary to cure Tenant's default, or in Landlord's reasonable judgment, to protect and secure the Leased Premises and any Improvements thereon without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage or interruption of Tenant's business resulting therefrom.

13.2.3 Any and all rights and remedies Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and 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 proved, whether such amount be greater, equal to, or less than the amount of the loss or damages referred to in the preceding Sections. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by Landlord to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's right to enforce one (1) or more of its rights in connection with any subsequent default. A receipt by Landlord of Rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. To the greatest extent permitted by law, Tenant waives the service of notice of Landlord's intention to re-enter as provided for in any statute, or to institute legal proceedings to that end, and also waives all right of redemption in case Tenant shall be dispossessed by a judgment or by warrant of any court

or judge. The terms “enter,” “re-enter,” “entry” or “re-entry,” as used in this Lease, are not restricted to their technical legal meanings. Any reletting of the Premises shall be on such terms and conditions as Landlord in its sole discretion may determine (including without limitation a term different than the remaining Lease Term, rental concessions, alterations and repair of the Leased Premises, or lease of less than the entire Leased Premises to any tenant). Landlord shall not be liable, nor shall Tenant’s obligations hereunder be diminished because of, Landlord’s failure to relet the Premises or collect rent due in respect of such reletting.

13.2.4 If Landlord terminates this Lease or Tenant’s right to possession, Landlord shall use reasonable efforts to mitigate, which need not exceed such efforts as Landlord or its affiliates generally use to lease other space at properties owned or managed by Landlord or its affiliates.

13.3 ***Default by Landlord.*** In the event of any default by Landlord, Tenant shall provide Landlord written notice specifying such default with particularity. If Landlord does not cure such default within 60 days after written notice, or if such default cannot reasonably be cured within 60 days if Landlord does not commence efforts to cure within such 60 days or does not thereafter diligently pursue same through completion, Tenant may, in addition to any and all other remedies available hereunder or at law or equity, cure such default on Landlord’s behalf and Landlord shall reimburse Tenant for its documented, out-of-pocket expenses incurred in doing so within 60 days after written demand. In no event shall Landlord be liable for any indirect, consequential or punitive damages. Nothing contained herein shall relieve Tenant of its obligations under this Section if the destruction or damage is not covered, either in whole or in part, by Tenant’s insurance policies.

14. **Additional Material Provisions.**

14.1 ***Assignment & Subletting.*** Tenant shall not assign, sublet or otherwise transfer, whether voluntarily or involuntarily or by operation of law, the Leased Premises or any part thereof without Landlord’s prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

14.2 ***Notices.*** Every notice, demand or request (collectively “**Notice**”) required hereunder or by law to be given by either party to the other must be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) for Notices given prior to the Commencement Date, email transmission. A Notice sent in accordance with the foregoing is deemed to be given on the day that such Notice is sent or transmitted, and is deemed to be received on the day such Notice is actually received, on the first attempted delivery or acceptance of delivery is refused, as applicable. Every Notice must be sent, delivered, or emailed (but only if sent prior to the Commencement Date), as applicable, to the intended addressee at the primary address set forth in the Specific Provisions, or to such other address or to the attention of such other Person as the addressee shall have designated by written notice sent in accordance herewith. Notices shall also be sent to the “with copy to” addressees set forth in the Specific Provisions,

provided, however, that delivery to such addressees *alone* does not constitute compliance with this Section 14.2.

14.3 Subordination. Provided that Tenant has received a commercially reasonable subordination, non-disturbance agreement, Tenant agrees that this Lease shall be subordinate to any deeds of trust, deeds to secure debt, mortgages or similar financing instruments that may now exist or in the future, may be placed upon the Leased Premises, to any and all advances made or to be made under them, and to the interest on all obligations secured by the Leased Premises, and to all renewals, replacements, and extensions of them; however, for this subordination to be effective, the beneficiary or mortgagee in any deeds or mortgages must first have executed a commercially reasonable subordination, attornment and non-disturbance agreement. Tenant hereby agrees that it approves of, and will execute a commercially reasonable subordination, attornment and non-disturbance. If any beneficiary makes a written election to have this Lease superior to its deed of trust or mortgage and gives notice of its election to Tenant, then this Lease shall be superior to the lien of any applicable deed of trust or mortgage, whether this Lease is dated before or after the deed of trust or mortgage. Tenant waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and Tenant's obligations hereunder in the event any foreclosure proceeding is prosecuted or completed or in the event the Leased Premises or Landlord's interest therein is transferred by foreclosure, by deed in lieu of foreclosure or otherwise. At the request of such transferee and assumption of Landlord's obligations as required hereby, Tenant shall attorn to such transferee and shall recognize such transferee as the landlord under this Lease. Tenant agrees that upon any such attornment, such transferee shall not be (a) bound by or required to credit Tenant with any prepayment of the Base Rent or Additional Rent more than thirty (30) days in advance or any deposit, rental security or any other sums deposited with any prior landlord under the Lease (including Landlord) unless said sum is actually received by such transferee, (b) bound by any amendment, modification or termination of this Lease made without the consent of the holder of each mortgage existing as of the date of such amendment, (c) liable for any breach, act or omission of any prior landlord under the Lease (including Landlord) or any damages arising therefrom; (d) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), (e) liable for any tenant improvement work to the Leased Premises commenced or agreed to by any prior landlord under the Lease (including Landlord), (f) liable for payment of any damages, fees or penalties payable by any landlord under the Lease (including Landlord) to Tenant, or (g) bound by any obligation which may appear in this Lease to pay any sum of money to Tenant; provided, however, that after succeeding to Landlord's interest under this Lease, such transferee shall agree to perform in accordance with the terms of this Lease all obligations of Landlord arising after the date of transfer. Within ten (10) days after the request of such transferee, Tenant shall execute, acknowledge and deliver any requisite or appropriate document submitted to Tenant confirming such attornment.

14.4 Estoppel Certificates. Landlord or Tenant shall at any time and from time to time, upon not less than thirty (30) days' prior written notice from the other, execute and deliver a statement to the requesting party and their designee (i.e., lender, potential purchaser, subtenant, etc.) in writing, in a form reasonably acceptable to the other, certifying to the other that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease has been modified and is in full force and effect as so modified), and the dates to which any Base Rent

or Additional Rent and any other charges or payments have been paid in advance, whether the Lease has been assigned and/or the Leased Premises sublet, and any other factual statements typically required of a landlord or tenant (as applicable) in a similar commercial transaction so long as such statements do not modify this Lease or increase Tenant's obligations or liabilities under this Lease; provided, however, that in no event shall Tenant be required to certify that it or the Leased Premises is compliance with any federal, state or local laws, regulations, ordinances or rules. Any statement delivered pursuant to the prior sentence may be relied upon by the requesting party.

14.5 ***Memorandum of Lease.*** Landlord and Tenant agree that this Lease shall not be recorded. Notwithstanding the foregoing, after the Commencement Date, Landlord and Tenant shall execute and deliver and cause to be recorded in the land records of the county where the Leased Premises is located, and at Tenant's cost, a Memorandum of Lease in substantially the form attached hereto as **Exhibit "C"**, indicating the existence of the Lease with respect to the Leased Premises and other matters reasonably requested by the requesting party.

14.6 ***Quiet Enjoyment; Inspection.*** So long as Tenant is not in material default under the terms and conditions of this Lease, Tenant may peaceably and quietly enjoy the Leased Premises during the Lease Term.

14.7 ***Mechanics' or Other Liens.*** If, because of any act or omission of Tenant or anyone claiming by, through, or under Tenant, any mechanic's lien or other lien shall be filed against the Leased Premises, Tenant shall, at its own expense, cause the same to be discharged of record or (by payment or bonding in accordance with applicable law) within sixty (60) days after the date of filing thereof. Tenant's obligations to discharge or bond off any and all liens filed against the Leased Premises will survive the expiration or earlier termination of this Lease.

14.8 ***Consent/Duty to Act Reasonably.*** Any time the consent of Landlord or Tenant is required under the Lease, the consent shall not be unreasonably withheld, conditioned or delayed, unless a different standard for review or response is specified in the Lease. Whenever the Lease grants Landlord or Tenant the right to take action, exercise discretion, establish rules and regulations, or make allocations or other determinations, Landlord and Tenant shall act in a commercially reasonable manner and take no action that might result in the frustration of the reasonable expectations of a sophisticated landlord and sophisticated tenant concerning the benefits to be enjoyed under the Lease. Landlord and Tenant further covenant to take all further actions reasonably requested by the other to effectuate the provisions of this Lease.

14.9 ***Management Agreement.*** Landlord and Tenant agree that Landlord, or a designated affiliate of Landlord (the "***Manager***"), shall provide management services and clinical services to clients served by Tenant at the Leased Premises for the entire Term of this Lease in accordance with the provisions of a separate, commercially reasonable management agreement based on Landlord's existing services contract (the "***Management Agreement***") to be negotiated in good faith, agreed upon, and executed by the parties no later than the first anniversary of the Effective Date (the "***Management Agreement Deadline***"). Landlord agrees to cause Manager to deliver an initial draft of the Management Agreement to Tenant no later than ninety (90) days after the Effective Date. The Management Agreement being entered into by Tenant with Manager is an express condition precedent to the commencement of this Lease. Notwithstanding anything

herein to the contrary, the Management Agreement shall provide Tenant with certain rights in the event of material default by the Manager as are expressly described in the Management Agreement for replacement of the Manager, subject to any conditions or requirements provided for operation of the Facilities pursuant to any funds provided as part of the Tenant Allowance Amount as described in Section 4.3. In the event the Management Agreement is not entered into between Tenant and Manager prior to the Management Agreement Deadline, Landlord shall have no right to terminate this Lease, but shall have equitable rights and remedies against Tenant, including to prevent other third party operators from operating on the Leased Premises and causing Tenant to enter into binding arbitration for a commercially reasonable Management Agreement. Landlord has the right to approve any Manager appointed by Tenant after the removal or resignation of the initial Manager in accordance with the Management Agreement, which approval should not be unreasonably withheld, conditioned or delayed. Any subsequent Management Agreement or Manager shall remain subject to the terms of this Lease as provided herein.

15. General Conditions.

15.1 ***Cancellation of Previous Agreements.*** This Lease cancels and supersedes, as of the Effective Date, any lease or other written agreement (including letters of intent) of prior date between the parties or their predecessors in interest on or with reference to the possession of the Leased Premises and covers all the covenants, stipulations, and provisions agreed upon by the parties. No employee, agent, or representative of Tenant has authority to change, modify, or alter the terms of this Lease, except by written instrument executed upon and with the same authority as this Lease, and neither party is or will be bound by any inducement, statement, representation, promise, or agreement not contained in this Lease or as a proper amendment.

15.2 ***Binding Effect.*** This Lease shall not be binding upon Landlord or Tenant until Landlord and Tenant both shall have executed and delivered the Lease.

15.3 ***Interpretation.*** The language in all parts of this Lease shall be construed according to its normal and usual meaning, and not strictly for or against either Landlord or Tenant. If there is any claim of ambiguity in or dispute regarding the meaning of the language of the Lease, Landlord and Tenant shall be deemed to have jointly drafted this Lease and each provision so that the Lease shall not be construed against either party as the drafter. Prior drafts of this Lease or of any disputed provision shall have no effect in construing this Lease or any provision.

15.4 ***Severability.*** Landlord and Tenant covenant and agree that, if any term, covenant, condition, provision, or agreement of this Lease is held to be invalid or void by any court of competent jurisdiction, the invalidity of any term, condition, covenant, provisions, or agreement shall not affect any other term, covenant, condition, provision, or agreement in this Lease.

15.5 ***Singular/Plural.*** Whenever the singular is used in this Lease as required by the context, the reference shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word “**person**” shall include corporation, firm or association.

15.6 **Headings.** The marginal headings or titles to the Sections of this Lease are not part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

15.7 **Entire Agreement & No Oral Modification.** This instrument, including all attached exhibits, contains all of the agreements and conditions made between the parties to this Lease and may not be modified orally or in any other manner other than by an agreement in writing signed by Landlord and Tenant or their respective successors in interest.

15.8 **Successors & Assigns.** Subject to the terms and conditions of Section 14.1 above, the terms and provisions of this Lease shall be binding upon and inure to the benefit the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

15.9 **No Third-Party Beneficiaries.** Nothing in this Lease, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Lease on any person (including without limitation any broker, finder, or agent of either party) other than the parties to this Lease and their respective successors and assigns, if any, nor shall any provision in this Lease give any third parties the right of subrogation or action against any party to this Lease.

15.10 **Authority to Execute.** Landlord and Tenant covenant that each individual executing this Lease by and on behalf of the party is a person duly authorized to execute this Lease for that party and bind the party according to the terms of this Lease.

15.11 **Force Majeure.** Neither party shall be required to perform any term, covenant, or condition of this Lease so long as the performance or bargained for benefit under this Lease is delayed or prevented by “**Force Majeure Events**” constituting any acts of God, strike, lockout, material or labor shortage or restriction, civil riot, enemy action, war, acts of terrorism, pandemic, epidemic, civil commotion, moratorium, actions of a Governing Authority, and any other cause not reasonably within the control of the party and which by the exercise of due diligence the party is unable, wholly or in part, to prevent or overcome. The occurrence of a Force Majeure Event will extend day-to-day the relevant date in question but only if, within ten (10) business days after the end of the event causing the delay, the party seeking the delay notices the other party in writing of the nature of the cause for the delay and the actual extension requested. For the avoidance of doubt, the foregoing shall apply to and extend any period of time set forth in this Agreement regarding the Construction Period.

15.12 **Governing Law.** This Lease and all of its provisions shall be construed in accordance with the laws of the state of Ohio. Any legal proceeding relating in any way to this Lease may only be brought in the forum in Lorain County, Ohio.

15.13 **No Waiver.** The waiver by Landlord or Tenant of any violation on the part of the other shall not be construed as a waiver of any subsequent violations.

15.14 **Counterparts.** This Lease and any amendments may be executed in any number of original or telecopy counterparts, each of which will be effective on delivery and all of which together will constitute one binding agreement of the parties. Any signature page of the Lease may be detached from any executed counterpart of the Lease without impairing the legal effect of

any signatures and may be attached to another counterpart of the Lease that is identical in form to the document signed (but that has attached to it one or more additional signature pages).

15.15 *Dispute Resolution.*

15.15.1 In the event of any dispute arising out of or relating to this Lease or the breach thereof, the parties shall use their best efforts to settle the dispute by direct negotiations between the parties. If the dispute is not settled promptly through negotiation, the parties shall submit the dispute to mediation under the then-applicable Mediation Rules of the American Arbitration Association. The parties to the dispute shall share equally the mediator's fees and any administrative fee, but shall otherwise bear their own expenses.

15.15.2 In the event that the parties have been unable to resolve any dispute arising out of or relating to this Lease, or the breach thereof, despite best efforts and good faith by the parties, then either party may seek relief in a court of competent jurisdiction.

15.15.3 LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS LEASE.

15.16 *Calculation of Time Periods.* Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a day occurring on a Saturday, Sunday or U.S. Federal Reserve Bank holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day. For purposes of calculating additional time periods following such due date, any such extended time period shall thereafter be deemed to have expired on the extended due date, and not the due date of original expiration before taking into account the weekend or legal holiday. As used herein, if a day is to be considered a "calendar day" (any day of the week, month or year) unless otherwise specified as a "business day" (the days between and including Monday to Friday and not including public holidays and weekends).

15.17 *Provisions Constituting Sublease.*

15.17.1 This Lease is subject to and subordinate in all terms and conditions of the Master Lease and to any and all liens, encumbrances and/or other matters to which the Master Lease may be subject and subordinate in accordance with its terms. Tenant shall not commit or permit to be committed on the Leased Premises any act or omission which would violate any term or condition of the Master Lease. Landlord shall cause Master Lessor to obtain a recognition agreement from Master Lessor of this Lease in the form as attached hereto as **Exhibit "D"**.

15.17.2 In the event of the termination of Landlord's interest as "Lessee" under the Master Lease for any reason and Landlord's rights under the Master Lease, either in relation to the Leased Premises or in relation to the Master Lease, then this Lease shall terminate concurrently therewith without any liability of Landlord to Tenant.

15.17.3 Tenant acknowledges and agrees that (a) this Lease is subject to the Master Lease and that Tenant has read the Master Lease and accepts the terms thereof, (b) Tenant will not authorize or execute any act, deed or thing whatsoever or fail to take any such action which will or may cause Landlord to be in violation of any of its obligations under the Master Lease, (c) Tenant shall give to Master Lessor, at the address and otherwise in the manner specified in the Master Lease, a copy of any notice of default by Landlord as the landlord under this Lease at the same time as, and whenever, any such notice of default shall be given by the Tenant to Landlord, (d) to the extent allowed by applicable law Tenant hereby grants to Master Lessor a security interest in all of its right, title and interest in the licenses and the provider agreements and any certificates of need, and in their tangible and intangible personal property, accounts receivables and deposit accounts, subject to the terms of the Master Lease; (e) all of the representations, warranties and covenants given by Landlord to Master Lessor under the Master Lease are hereby made and given by Tenant for the benefit of Master Lessor, its successors and assigns; (f) Tenant and Landlord shall not alter, amend, modify, surrender, cancel or terminate this Lease or assign its/their rights or delegate its/their duties thereunder, without Master Lessor's prior written consent, pursuant to the terms and conditions of the Master Lease; and (g) notwithstanding any provision of this Lease to the contrary, but subject to the terms of the Recognition Agreement, the Tenant agrees that Master Lessor shall not be: (i) liable for any act or omission of the Landlord under this Lease; (ii) subject to any offsets or defenses which the Tenant may have against the Landlord; (iii) bound by any payment of rent or other sums made by the Tenant for any advance period under this Lease for more than one (1) month; (iv) bound by any security deposits which the Tenant might have paid to the Landlord or any other party, or (v) bound by any amendment or modification of this Lease made the Master Lessor's prior written consent, which may be withheld in the sole and absolute discretion of Master Lessor;

15.17.4 In no event shall the Lease Term of this Lease extend beyond the term of the Master Lease.

[Signatures on Next Page(s)]

Landlord and Tenant have duly executed this Lease, to be effective as of the Effective Date.

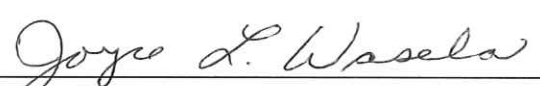
LANDLORD:

THE NORD CENTER,
an Ohio nonprofit corporation

By: 
Name: Don Schiffbauer
Title: Chief Executive Officer

STATE OF OHIO)
COUNTY OF Lorain SS:

Be it remembered on November 17th, 2023, this instrument was acknowledged before me by Don Schiffbauer, Chief Executive Officer, on behalf of the Nord Center, an Ohio nonprofit corporation.

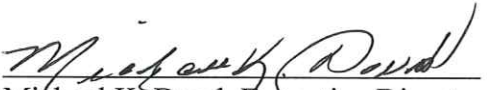

NOTARY PUBLIC
COMMISSION EXPIRATION: 11-25-2027

JOYCE L. WASELA
Notary Public, State of Ohio
My Commission Expires 11-25-2027

[Landlord Signature Page to Ground Sublease]

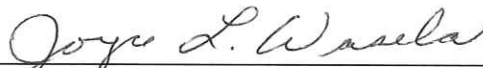
TENANT:

**MENTAL HEALTH AND ADDICTION
RECOVERY SERVICES BOARD OF LORAIN
COUNTY**, a governmental entity

By: 
Michael K. Doud, Executive Director

STATE OF OHIO)
COUNTY OF LORAIN) SS:

Be it remembered on November 17, 2023, this instrument was acknowledged before me by Michael K. Doud, Executive Director, on behalf of Mental Health and Addiction Recovery Services Board of Lorain County.


NOTARY PUBLIC
COMMISSION EXPIRATION: 11-25-2027

[Tenant Signature Page to Ground Sublease] **JOYCE L. WASELA**
Notary Public, State of Ohio
My Commission Expires 11-25-2027

EXHIBIT "A-1"
TO
GROUND SUBLEASE

(Legal description of Leased Premises)

Situated in the City of Lorain, County of Lorain and State of Ohio, and known as being part of Original Elyria Township Lot No. 1, Newbury Tract. Also being part of the land conveyed to Norcare Enterprises, Inc. as recorded in Instrument No. 2016-0593857 of the Lorain County Records being more definitely described as follows;

Commencing at a 1" iron pin found in a monument box at the intersection of the centerline of Cooper Foster Park Road (85 feet wide) and the centerline of South Broadway Avenue (width varies);

Thence, along the centerline of South Broadway Avenue, South 00° 35' 49" West, 849.32 feet;

Thence, leaving the centerline of South Broadway Avenue, North 89° 24' 11" West, 40.00 feet to an iron pin set in the westerly right of way of South Broadway Avenue and the **True Point of Beginning** for the parcel herein described;

Thence, leaving the westerly right of way of South Broadway Avenue, North 89° 24' 11" West, 336.63 feet to an iron pin set in the westerly line of Original Elyria Township Lot No. 1;

Thence, along the westerly line of Original Elyria Township Lot No. 1, North 00° 56' 40" East, 363.99 feet to an iron pin set at the southwest corner of One Park Landing Condominium as recorded in Plat Volume 47, Page 41 of the Lorain County Records;

Thence, leaving the westerly line of Original Elyria Township Lot No. 1, along the southeasterly line of One Park Landing Condominium, South 63° 00' 46" East, 328.94 feet to the westerly right of way of South Broadway Avenue, said point being referenced by a 1" iron pipe found, South 63° 00' 46" East, 46.52 feet;

Thence, leaving the southeasterly line of One Park Landing Condominium, along the westerly right of way of South Broadway Avenue, South 12° 28' 40" East, 175.76 feet to an iron pin set;

Thence, continuing along the westerly right of way of South Broadway Avenue, South 00° 35' 49" West, 46.57 feet to the point of beginning.

Containing within said bounds 2.0975 acres of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in July 2022.

All iron pins set are 5/8" x 30" capped rebar inscribed "KS ASSOCS INC PROP MARKER".

Bearings are based on the Ohio State Plane, North Zone, NAD83(2011) Grid North.

LORAIN COUNTY TAX DEPT.
P.P. No. 06-21-001-101-067

Legal description reviewed by *gllm*
on 10/4/22 per O.R.C. Section 5713.09

EXHIBIT "A-2"
TO
GROUND SUBLEASE

(Depiction of Leased Premises)

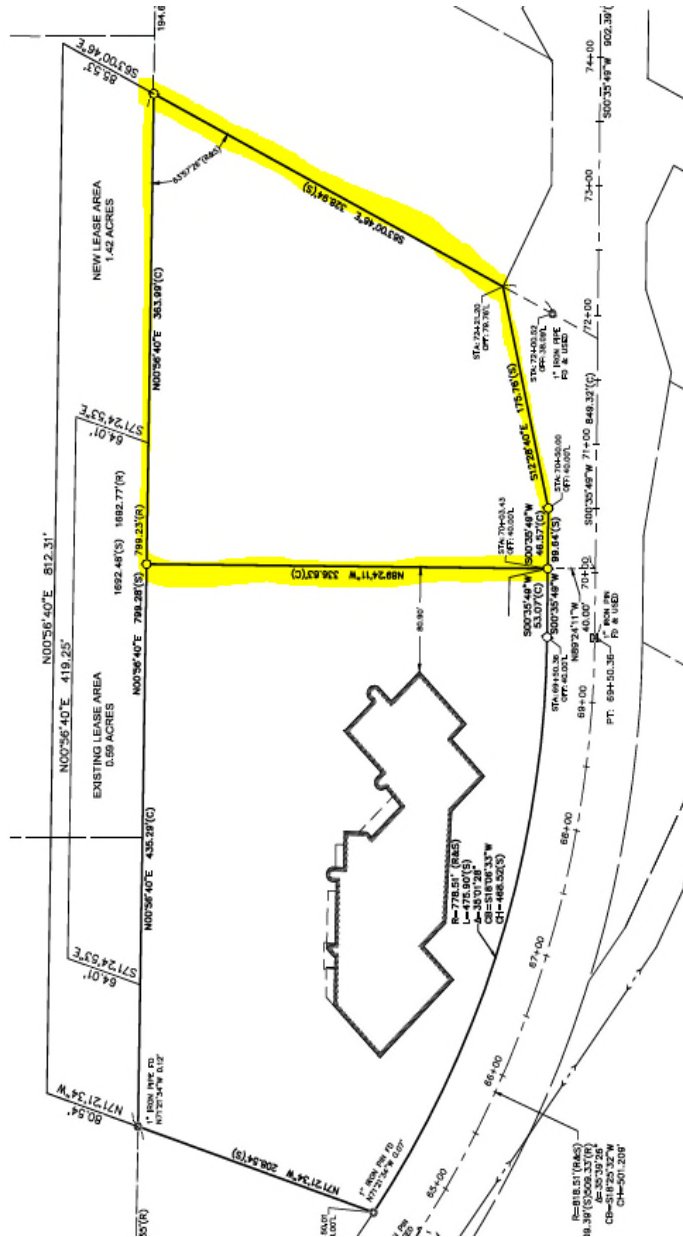


EXHIBIT "A-3"
TO
GROUND SUBLEASE

(Legal description of Adjacent Landlord Property)

Situated in the City of Lorain, County of Lorain and State of Ohio, and known as being part of Original Elyria Township Lot No. 1, Newbury Tract. Also being part of the land conveyed to Norcare Enterprises, Inc. as recorded in Instrument No. 2016-0593857 of the Lorain County Records being more definitely described as follows;

Commencing at a 1" iron pin found in a monument box at the intersection of the centerline of Cooper Foster Park Road (85 feet wide) and the centerline of South Broadway Avenue (width varies);

Thence, along the centerline of South Broadway Avenue, South 00° 35' 49" West, 849.32 feet;

Thence, leaving the centerline of South Broadway Avenue, North 89° 24' 11" West, 40.00 feet to an iron pin set in the westerly right of way of South Broadway Avenue and the **True Point of Beginning** for the parcel herein described;

Thence, along the westerly right of way of South Broadway Avenue, South 00° 35' 49" West, 53.07 feet to an iron pin set;

Thence, continuing along the westerly right of way of South Broadway Avenue, along the arc of a curve which deflects to the right, 475.90 feet to an iron pin set at the northeasterly corner of land conveyed to Quality Carz and More LLC as recorded in Instrument No. 2019-0708195 of the Lorain County Records, said curve having a radius of 778.51 feet, a central angle of 35° 01' 28", and a chord of 468.52 feet which bears South 18° 06' 33" West, said point being referenced by a 1" iron pin found North 71° 21' 34" West, 0.07 feet;

Thence, leaving the westerly right of way of South Broadway Avenue, along Quality Carz and More LLC's northerly line, North 71° 21' 34" West, 208.54 feet to the westerly line of Original Elyria Township Lot No. 1, said point being referenced by a 1" iron pipe found North 71° 21' 34" West, 0.12 feet;

Thence, along the westerly line of Original Elyria Township Lot No. 1, North 00° 56' 40" East, 435.29 feet to an iron pin set;

Thence, leaving the westerly line of Original Elyria Township Lot No. 1, South 89° 24' 11" East, 336.63 feet to the point of beginning.

Containing within said bounds 3.2700 acres of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in July 2022.

All iron pins set are 5/8" x 30" capped rebar inscribed "KS ASSOCS INC PROP MARKER".

Bearings are based on the Ohio State Plane, North Zone, NAD83(2011) Grid North.

LORAIN COUNTY TAX DEPT.
P.P. No. 06-21-001-101-068

Legal description reviewed by ally
on 10/4/22 per ORC. Section 5713.09

EXHIBIT "A-4"
TO
GROUND SUBLEASE

(Depiction of Adjacent Landlord Property)

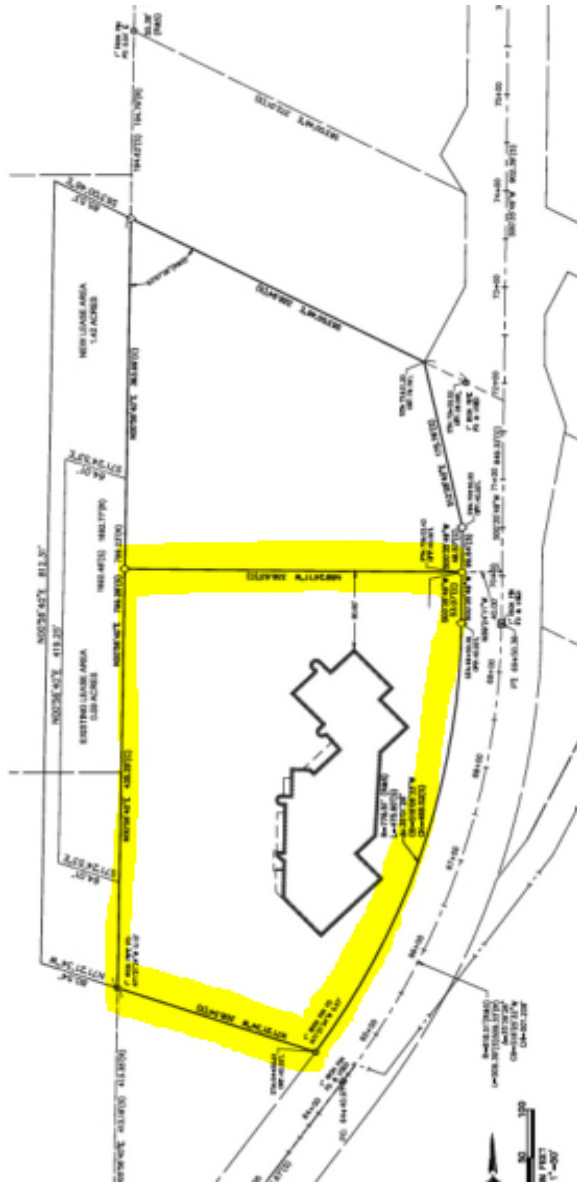


EXHIBIT "B"
TO
GROUND SUBLEASE

COMMENCEMENT DATE AGREEMENT

This Commencement Date Agreement ("**Agreement**") is entered into by and between THE NORD CENTER ("**Landlord**") and MENTAL HEALTH AND ADDICTION RECOVERY SERVICES BOARD OF LORAIN COUNTY ("**Tenant**") to evidence the commencement date of that certain lease dated _____, 20____ between Landlord and Tenant for property located at _____ (the "**Lease**"). Capitalized terms not defined in this Agreement shall have the meaning set forth in the Lease.

The Lease provides that the Primary Term of the Lease commences on the first day of the first calendar month following the earlier to occur of: (i) the date Tenant opens for business in the Leased Premises; or (ii) the date that is thirty (30) days after the expiration of the Construction Period. The Lease also requires Landlord and Tenant to execute this Agreement evidencing the Commencement Date.

As required by the Lease, Landlord and Tenant agree that the Commencement Date (as so defined in the Lease) is _____, 20____.

The parties have caused this Agreement to be executed as of the respective dates below.

Landlord:

Tenant:

The Nord Center
an Ohio nonprofit corporation

Mental Health and Addiction Recovery
Services Board of Lorain County,
an _____

By: [EXHIBIT ONLY] _____
Name: _____
Title: _____
Date: _____

By: [EXHIBIT ONLY] _____
Name: _____
Title: _____
Date: _____

**EXHIBIT “C”
TO
GROUND SUBLEASE**

MEMORANDUM OF LEASE

This Memorandum of Lease (“**Memorandum**”) is entered into by and between MENTAL HEALTH AND ADDICTION RECOVERY SERVICES BOARD OF LORAIN COUNTY, an _____, located at _____ (“**Tenant**”), and THE NORD CENTER, an Ohio nonprofit corporation, located at _____ (“**Landlord**”), to evidence the existence of a commercial lease containing the term described below (as amended from time to time, the “**Lease**”) between Landlord and Tenant.

Effective Date: November 15, 2023

Description of Leased Premises: That certain real property located at _____, as legally described on the attached **Exhibit A**.

Commencement Date: _____, 20____.

Primary Term: Thirty-One (31) years commencing on the Commencement Date

Renewal Options: None

The purpose of this Memorandum is to give record notice of the Lease (copies of which are held by and may be obtained from Landlord and Tenant at their respective addresses stated above) and of the terms and conditions of, and the rights created by the Lease, all of which are confirmed by Landlord and Tenant and incorporated into this Memorandum. The Lease may be amended from time to time, but neither Landlord nor Tenant assumes any responsibility to update this Memorandum to reflect any Lease amendments.

This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date established in their respective acknowledgements.

Landlord:

THE NORD CENTER,
an Ohio nonprofit corporation

By: [EXHIBIT
ONLY]

Name:

Title:

STATE OF _____)
COUNTY OF _____) SS:

Be it remembered on _____, 2023, this instrument was acknowledged before me by _____, _____, on behalf of the Nord Center, an Ohio nonprofit corporation. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

NOTARY PUBLIC

COMMISSION EXPIRATION: _____

Tenant:

MENTAL HEALTH AND ADDICTION
RECOVERY SERVICES BOARD OF LORAIN
COUNTY,

an _____

By: [EXHIBIT
ONLY]

Name:

Title:

STATE OF _____)
COUNTY OF _____) SS:

Be it remembered on _____, 2023, this instrument was acknowledged before me by Michael Doud, Director, on behalf of Mental Health and Addiction Recovery Services Board of Lorain County. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

NOTARY PUBLIC
COMMISSION EXPIRATION: _____

**EXHIBIT “A”
TO
MEMORANDUM OF LEASE**

(Legal Description of Leased Premises)

**EXHIBIT “D”
TO
GROUND SUBLEASE**

RECOGNITION AGREEMENT

THIS RECOGNITION AGREEMENT (“Agreement”) entered in as of November 15 2023 (the “Execution Date”) and made effective as of the Effective Date of the Sublease (the “Effective Date”) by and between NORCARE ENTERPRISES, INC. (the “Master Lessor”), THE NORD CENTER (“Nord”), and MENTAL HEALTH AND ADDICTION RECOVERY SERVICES BOARD OF LORAIN COUNTY (the “Tenant”).

RECITALS

A. Pursuant to that certain Lease Agreement dated as of November 15, 2023 (as the same may be amended and modified from time to time, collectively, “Master Lease”) between Master Lessor, as lessor, and Nord, as lessee, leased to Nord that certain real property in Lorain County, Ohio and all rights and appurtenances thereto and improvements thereon (collectively, the “Master Lease Property”), which Property is more particularly described on **Exhibit A** attached hereto and made a part hereof.

B. Pursuant to that certain Ground Sublease dated as of November 15, 2023 (as the same may be amended and modified from time to time, collectively, the “Sublease”), Nord leased a portion of the Master Lease Property to Tenant (the “Property”), which Property is more particularly described on **Exhibit B** attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Master Lessor, Nord, and Tenant agree as follows:

1. **Representations.** Master Lessor represents to Tenant that, as of the Effective Date: (i) it is the fee simple owner of the Property; (ii) the Master Lease is in full force and effect; and (iii) to Master Lessor’s knowledge, Nord is not in default under the Master Lease, nor has any event occurred which would, after notice to Nord and the passage of time become a default of Nord under the Master Lease.

2. **Consent.** Subject to the terms and conditions of this Agreement, Master Lessor hereby consents to the subleasing of the Property by Nord to Tenant pursuant to the Sublease.

3. **Recognition.** So long as Tenant fully and faithfully performs its obligations in accordance with the terms and provisions of the Sublease, beyond the lapse of any applicable notice and cure periods, Tenant’s right to remain in possession of the Property and to enjoy the Property until the termination or earlier expiration of the Sublease shall remain undisturbed and without interference whatsoever from the Master Lessor. Master Lessor hereby recognizes

Tenant's right to use, possess and enjoy the Property pursuant to the Sublease as being a valid and enforceable right. If Nord defaults under the Master Lease and as a result thereof is no longer entitled to use, possess and enjoy the Property on account thereof or if the Master Lease is terminated for any reason, then, subject to the terms and conditions of this Agreement, Master Lessor shall be substituted for Nord in the Sublease and thereafter, the terms and provisions of the Sublease shall govern and control Tenant's use and occupancy of the Property, and Master Lessor shall assume all of Nord's obligations thereafter arising under, and be entitled to all benefits of Nord provided further, however, that, with respect to the forgoing, nothing shall increase the obligations of Nord under the Master Lease.

4. Notifications. Master Lessor agrees that they shall notify Tenant of any amendment or modification of the Master Lease. Master Lessor also agrees to provide a copy to Tenant of any notice of default sent to Nord under the Mater Lease.

5. Direct Lease/Attornment by Sublessee. Master Lessor acknowledges that if the Master Lease terminates for any reason that is not on account of an event of default thereunder caused by Tenant, so long as there does not then exist an Event of Default (as defined in the Sublease) under the Sublease, Tenant shall not be made a party in any removal or eviction action or proceeding, nor shall Tenant be evicted or removed of its possession of the Premises and, subject to the terms of Section 3 above, the Sublease shall then become a direct lease between Master Lessor and Tenant in accordance with its terms without the necessity of executing any further instrument. In such event, Tenant shall attorn to Master Lessor, and, subject to the terms of Section 3 above, Master Lessor shall be substituted in the place of Nord in the Sublease.

6. Notice: Every notice, demand or request (collectively "Notice") required hereunder or by law to be given by either party to the other must be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) for Notices given prior to the Commencement Date of the Sublease, email transmission. A Notice sent in accordance with the foregoing is deemed to be given on the day that such Notice is sent or transmitted, and is deemed to be received on the day such Notice is actually received, on the first attempted delivery or acceptance of delivery is refused, as applicable. Every Notice must be sent, delivered, or emailed (but only if sent prior to the Commencement Date of the Sublease), as applicable, to the intended addressee at the addresses set forth below, or to such other address or to the attention of such other Person as the addressee shall have designated by written notice sent in accordance herewith. Notices shall also be sent to the "with copy to" addressees set forth in below, provided, however, that delivery to such addressees *alone* does not constitute compliance with this Section 6.

Master Lessor Notice Address: 6140 S. Broadway
Lorain, Ohio 44503
Attn: Don Schiffbauer
Email: DSchiffbauer@nordcenter.org

With a copy to: Ulmer & Berne LLP
1660 W. 2nd Street, Suite 1100
Cleveland, Ohio 44113
Attn: David E. Schweighoefer
Telephone: 216-583-7278
Email: dschweighoefer@ulmer.com

Nord Notice Address: 6140 S. Broadway
Lorain, Ohio 44503
Attn: Don Schiffbauer
Email: DSchiffbauer@nordcenter.org

With a copy to: Ulmer & Berne LLP
1660 W. 2nd Street, Suite 1100
Cleveland, Ohio 44113
Attn: David E. Schweighoefer
Telephone: 216-583-7278
Email: dschweighoefer@ulmer.com

Tenant Notice Address: 1173 North Ridge Road East
Lorain, Ohio 44055
Attn: Michael Doud
Telephone: (440) 787-2078
Email: mdoud@mharslc.org

With a copy to: The Lorain County Prosecutor's Office
Lorain County Justice Center
225 Court Street, Third Floor
Lorain, Ohio 44033
Attn: Daniel F. Petticord
Telephone: (440) 329-5389
Email: dan.petticord@lcprosecutor.org

7. Miscellaneous.

(a) No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

(b) This Agreement shall be governed and construed in accordance with the laws of the State of Ohio.

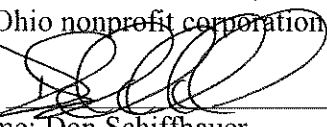
(c) This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(d) This Agreement may be executed in counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

[Remainder of Page Intentionally Blank]

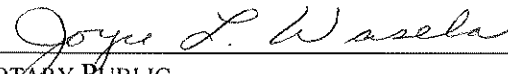
NORD:

THE NORD CENTER,
an Ohio nonprofit corporation

By: 
Name: Don Schiffbauer
Title: Chief Executive Officer

STATE OF OHIO)
COUNTY OF LORAIN) SS:

Be it remembered on November 17, 2023, this instrument was acknowledged before me by Don Schiffbauer, Chief Executive Officer on behalf of the Nord Center, an Ohio nonprofit corporation.



NOTARY PUBLIC
COMMISSION EXPIRATION: 11-25-2027

JOYCE L. WASELA
Notary Public, State of Ohio
My Commission Expires 11-25-2027

[Nord Signature Page to Recognition Agreement]

TENANT:

**MENTAL HEALTH AND ADDICTION
RECOVERY SERVICES BOARD OF LORAIN
COUNTY**, a governmental entity

By: Michael K. Doud
Michael K. Doud, Executive Director

STATE OF OHIO)
COUNTY OF LORAIN) SS:

Be it remembered on November 17, 2023, this instrument was acknowledged before me by Michael K. Doud, Executive Director, on behalf of Mental Health and Addiction Recovery Services Board of Lorain County.

Joyce L. Wasela
NOTARY PUBLIC
COMMISSION EXPIRATION: 11-25-2027

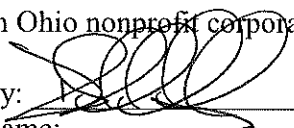
[Tenant Signature Page to Recognition]

JOYCE L. WASELA
Notary Public, State of Ohio
My Commission Expires 11-25-2027

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth above.

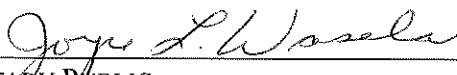
MASTER LESSOR:

NORCARE ENTERPRISES, INC.,
an Ohio nonprofit corporation

By: 
Name: Don Schiffbauer
Title: CEO

STATE OF OHIO)
COUNTY OF LORAIN) SS:

Be it remembered on November 17, 2023, this instrument was acknowledged before me by Don Schiffbauer CEO, on behalf of the Norcare Enterprises, Inc., an Ohio nonprofit corporation.


NOTARY PUBLIC
COMMISSION EXPIRATION: 11-25-2027

JOYCE L. WASELA
Notary Public, State of Ohio
My Commission Expires 11-25-2027

[Master Lessor Signature Page to Recognition Agreement]

SCHEDULE 3

Original Parking Lease

LEASE AGREEMENT

THIS Lease is made at Lorain, Ohio as of January 7, 2009 by and between ESCHTRUTH Investment LLC who are herein called "Lessors" and Norcare Enterprises Inc., an Ohio corporation, which with its successors and assigns is herein called "Lessee".

1. Leased Premises

Lessors lease to Lessee an undeveloped area of land located contiguous with and west of the real estate owned by Lessee, which real estate owned by Lessee is located at 6140 South Broadway, Lorain, Ohio. The Leased Premises are graphically described on the map attached hereto as Exhibit A.

2. Lease Term

The term of this Lease shall commence on Feb 1, 2009. The Term shall renew automatically for one (1) year periods commencing on February 1 of each year unless either party notifies the other in writing of its intent to terminate the Lease. If the contract is automatically renewed, the Lessors are entitled to a 5% increase. Said notice must be either placed in the certified United States mail, postage pre-paid, addressed to the other party at the address set forth below or delivered to the address set forth below on or before January 1 in order to terminate on the following January 31.

The Lease will also terminate if Lessee fails to pay the rent which is due within ten (10) days after receipt of written notice from Lessors.

On termination of this Lease, the parties shall be relieved from further obligations to the other except with respect to any liabilities or obligations accruing prior to the date of termination, including, but not limited to accrued and unpaid rent.

After the Lease terminates, all improvements on the Leased premises shall remain and be the property of Lessors. Lessee shall have no obligation to remove the same or to restore the Leased premises to its original condition.

Notwithstanding the foregoing to the contrary, upon mutual consent of the parties, this Lease shall terminate on a date agreed upon by the parties.

3. Rent

Lessee shall pay Lessors as rent Eleven Thousand One Hundred Seventy-Six Dollars (\$11,176.00) per year. Lessee's obligations to pay rent hereunder shall be

conditioned upon Lessors' satisfaction of all Lessors' obligations hereunder and failure to breach any warranties contained herein.

4. Lessee's Rights and Obligations

Lessee shall occupy and use the Leased premises only for the construction, maintenance, repair, restoration, replacement of a parking lot and related improvements and for parking of vehicles. Lessee may erect a storage shed on the premises.

Lessee shall assume the full risk of any damage to the Leased premises, and Lessee's personal property located thereon and for any injuries to Lessee, any agents, employees, invitees or any tenants of the Leased premises and Lessors shall not be liable to lessee for any of said damages.

Lessee has examined and knows the condition of the Leased Premises and accepts the same in its 'as is' condition.

In the event the real estate taxes assessed against the parcel of which the Leased premises is a part increase due to this Lease or due to the improvements constructed on the Leased Premises by Lessee, Lessee shall pay the amount of increased taxes to Lessors within thirty (30) days after receipt of the real estate tax bill showing the increase and for each bill thereafter indicating such increase delivered to Lessee during the term of the Lease.

Storm water run-off and other drainage from the Leased premises may NOT drain to the adjoining land owned by Lessors and Lessee shall have no responsibility with respect to the same.

Any topsoil removed by Lessee for construction of said parking lot and other facilities shall be delivered to Lessors. Lessee shall reasonably coordinate its construction activities with Lessors to facilitate delivery of the topsoil to Lessors. In the event Lessors fail to receive topsoil within seven (7) days after notice from Lessee that it is available for removal, Lessee may dispose of the topsoil as it determines, but may not deposit the topsoil on adjoining land of Lessors.

5. Lessors' Covenants

Lessors hereby represent, warrant, covenant and agree that during the Term, Lessee shall peaceably and quietly hold, occupy and enjoy the Leased premises without let, hindrance or molestation by Lessors or any other person(s) or any other entity or entities lawfully claiming under Lessors and that Lessors are the Leased premises true and lawful owners and have good right and full power to let, lease and demise it in accordance with this lease and that the Leased premises are free and clear

of all liens and encumbrances which interfere with or could reasonable interfere with Lessee's exercise of its rights under this Lease or cause Lessee to lose any of its rights under this Lease.

Lessors shall reasonably cooperate with Lessee with respect to the re-zoning of the Leased premises, if necessary, and with respect to obtaining any other governmental permits or authorizations.

6. Remedies

Lessors' and Lessee's rights and remedies under this Lease shall be cumulative and not exclusive of any other rights or remedies at law or in equity. Lessors' or Lessee's failure to exercise any right under this Lease, at law or in equity, shall not be construed as a waiver of any default or breach of this Lease. Lessors and Lessee may sue Lessors or Lessee for damages under this Lease without terminating the Lease.

7. Only Agreement

This Lease constitutes the only agreement and understanding of the parties with regard to the Leased premises and supersedes all prior agreements, promises, representations and understandings related to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year first above written.

Signed and Acknowledged
In the Presence Of:

Janet Eschtruth
(Signature of First Witness)

Gerald Eschtruth
Gerald Eschtruth

O.B.O. Eschtruth Investment LLC

Michael C. O'Connell
(Signature of Second Witness)

Address: 415 West Ridge Road
Lorain, Ohio 44053

WITNESS

Dan Haight
De Bruy

LESSEE
Norcare Enterprises, Inc.

William N. Buerie

STATE OF OHIO)
) SS
LORAIN COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Gerald Eschtruth OBO Eschtruth Investment LLC, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

Carol A. Dodd
Notary Public

STATE OF Ohio)
) SS
Lorain COUNTY)

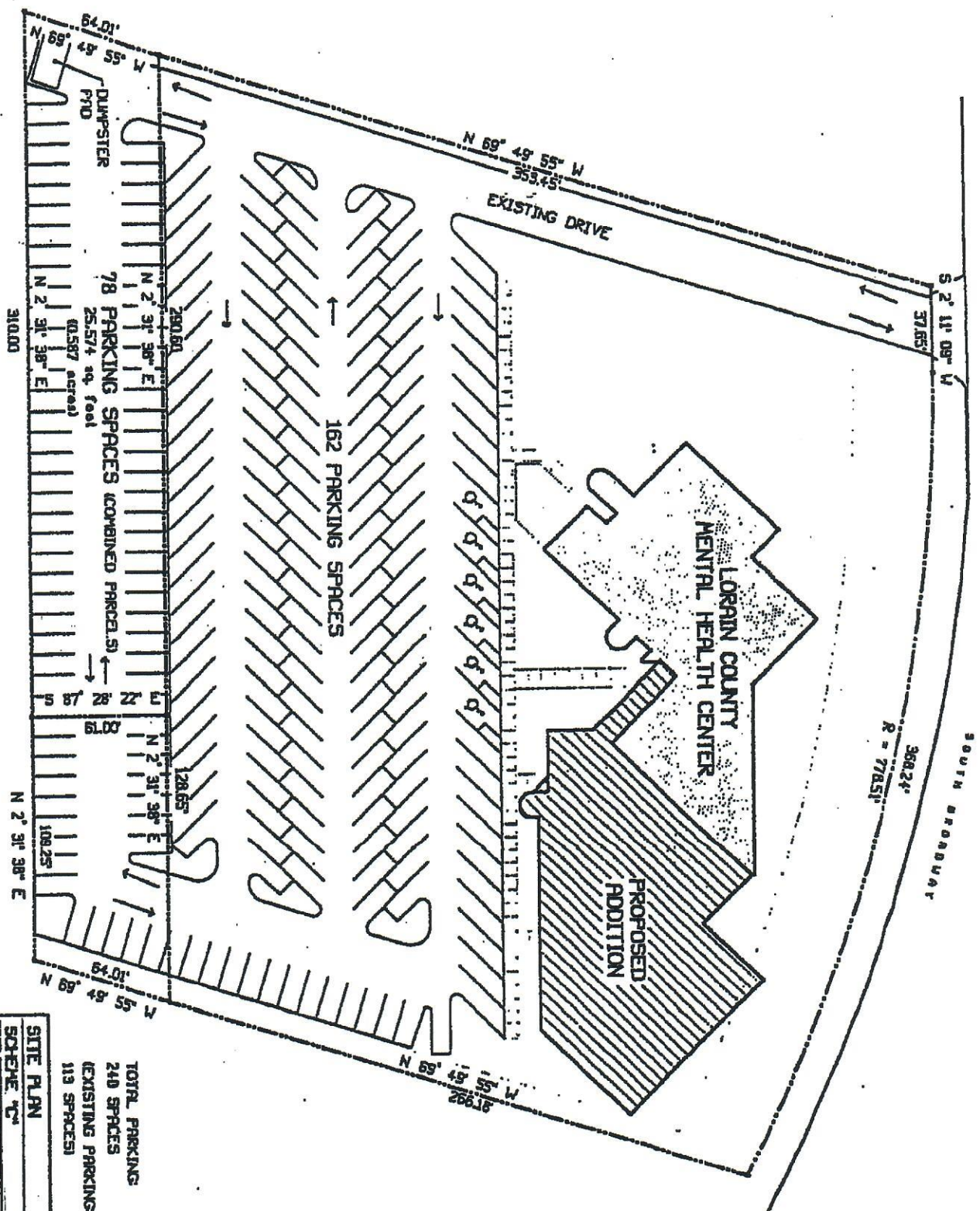
CAROL ANN DODD
Notary Public, State of Ohio
Lorain County
My Commission Expires 5-14-10

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named William Bierie, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
Lorain, Ohio this 7th day of January 2009.

Joyce L. Wasela
Notary Public

JOYCE L. WASELA
Notary Public, State of Ohio
My Commission Expires 11-25-12



SITE PLAN



SITE PLAN
SCHEME "C"
PROJECT NO. 9057
2/3/92
CLARK & POST architects, inc.

TOTAL PARKING
240 SPACES
EXISTING PARKING
113 SPACES

of all liens and encumbrances which interfere with or could reasonable interfere with Lessee's exercise of its rights under this Lease or cause Lessee to lose any of its rights under this Lease.

Lessors shall reasonably cooperate with Lessee with respect to the re-zoning of the Leased premises, if necessary, and with respect to obtaining any other governmental permits or authorizations.

6. Remedies

Lessors' and Lessee's rights and remedies under this Lease shall be cumulative and not exclusive of any other rights or remedies at law or in equity. Lessors' or Lessee's failure to exercise any right under this Lease, at law or in equity, shall not be construed as a waiver of any default or breach of this Lease. Lessors and Lessee may sue Lessors or Lessee for damages under this Lease without terminating the Lease.

7. Only Agreement

This Lease constitutes the only agreement and understanding of the parties with regard to the Leased premises and supersedes all prior agreements, promises, representations and understandings related to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year first above written.

Signed and Acknowledged
In the Presence Of:

Janet Eschtruth
(Signature of First Witness)

Gerald Eschtruth
Gerald Eschtruth

O.B.O. Eschtruth Investment LLC

Mal C. O. O.
(Signature of Second Witness)

Address: 415 West Ridge Road
Lorain, Ohio 44053

WITNESS

Dan Haight
D. E. Brey

LESSEE
Norcare Enterprises, Inc.
William N. Brey

STATE OF OHIO)
) SS
LORAIN COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Gerald Eschtruth OBO Eschtruth Investment LLC, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

Carol A. Dodd
Notary Public

STATE OF Ohio)
) SS
Lorain COUNTY)

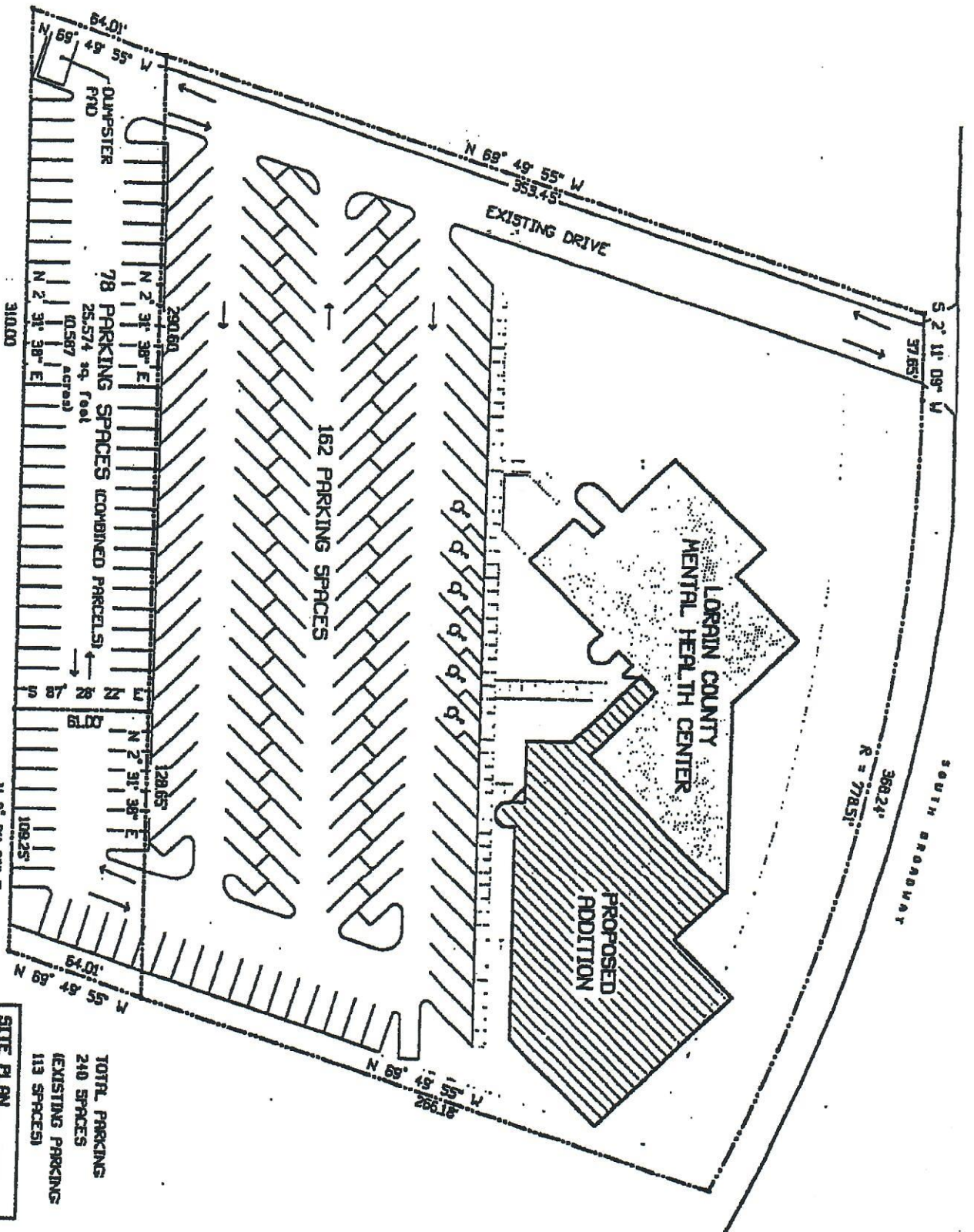
CAROL ANN DODD
Notary Public, State of Ohio
Lorain County
My Commission Expires 5-14-10

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named William Bierie, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
Lorain, Ohio this 7th day of January 2009.

Joyce L. Wasela
Notary Public

JOYCE L. WASELA
Notary Public, State of Ohio
My Commission Expires 11-25-12



SITE PLAN



TOTAL PARKING
240 SPACES
EXISTING PARKING
113 SPACES

SITE PLAN
SCHEME "C"
PROJECT NO. 9057
2/5/92
CLARK & POST INC.

SCHEDULE 4

Parking Sublease

SUBLEASE AGREEMENT

THIS SUBLEASE is made at Lorain, Ohio as of November 15, 2023 (the “**Effective Date**”) by and between **NORCARE ENTERPRISES, INC.**, an Ohio non-profit corporation, herein called “**Sublessor**” and **THE NORD CENTER**, an Ohio non-profit corporation, herein called “**Sublessee**”.

WHEREAS, Sublessor is the owner of certain real property located 6130 and 6140 S. Broadway, Lorain, Ohio, being tax parcel numbers 06-21-001-101-067 and 06-21-001-101-068, and depicted in the **Exhibit A** attached hereto (collectively, the “**Norcare Property**”);

WHEREAS, Sublessor, as lessor, and Sublessee, as lessee, are parties to that certain Lease Agreement dated July 1, 2009, wherein Sublessor leases to Sublessee the Norcare Property;

WHEREAS, pursuant to that certain Ground Sublease dated November 15, 2023 (the “**Ground Sublease**”), Sublessee, as sublessor, subleases 6130 S. Broadway, Lorain, Ohio, known as tax parcel number 06-21-001-101-067, and depicted in the **Exhibit B** attached hereto (the “**Ground Sublease Premises**”) to the Mental Health and Addiction Recover Services Board of Lorain County, an Ohio governmental entity, as sublessee, for the purpose of operating a crisis receiving center;

WHEREAS, Eschtruth Investment Co., LLC, an Ohio limited liability company (“**Eschtruth**”), as lessor, and Sublessor, as lessee, are parties to that certain Lease Agreement dated January 7, 2009, as amended by that certain First Amendment to Lease Agreement dated November 7, 2022 (collectively, the “**Prime Parking Lease**”), wherein Eschtruth leases certain premises owned by Eschtruth and adjacent to the Norcare Property, as further depicted in the **Exhibit C** attached hereto (the “**Prime Parking Lease Premises**”) to Sublessor, as lessee, for parking purposes to serve the facilities of Sublessor on the Norcare Property;

WHEREAS, Sublessor desires to sublet the Prime Parking Lease Premises to Sublessee;

NOW THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, Sublessor and Sublessee hereby agree as follows:

1. **Parking Sublease Premises.** Sublessor demises and subleases to Sublessee the Prime Parking Lease Premises, which are depicted in **Exhibit C** attached hereto (the “**Parking Sublease Premises**”).
2. **Sublease Term.** The Term of this Sublease shall expire on the first (1st) year anniversary of the Effective Date, provided, however, that so long as the Ground Sublease remains in effect, Sublessee shall have the right to extend the Sublease for successive one (1) year periods by providing written notice to Sublessor of the exercise of each such right to extend prior to the expiration of the then-applicable extension term. In the event Sublessee elects to extend the Sublease for any such additional one (1) year periods, Rent for such period shall be set at a 5% increase of the Rent for the immediately preceding Term, or extension period, as applicable.

The Sublease will also terminate if Sublessee fails to pay the rent which is due within ten (10) days after receipt of written notice from Sublessor.

On termination of this Sublease, the parties shall be relieved from further obligations to the other except with respect to any liabilities or obligations accruing prior to the date of termination, including, but not limited to accrued and unpaid rent.

After the Sublease terminates, all improvements on the Parking Sublease Premises shall remain at the Property. Sublessee shall have no obligation to remove the same or to restore the Parking Sublease Premises to its original condition.

Notwithstanding the foregoing to the contrary, upon mutual consent of the parties, this Sublease shall terminate on a date agreed upon by the parties.

3. Rent. Sublessee shall pay Sublessor as rent the sum of Thirty Seven Thousand One Hundred Thirteen and 12/100 Dollars (\$37,113.12) per year for the Leased Premises, payable in equal monthly installments of Three Thousand Ninety Two Dollars and 76/100 Dollars (\$3,092.76), subject to the adjustment described in Section 2 above.

4. Sublessee's Rights and Obligations. Sublessee shall occupy and use the Parking Sublease Premises only for the construction, maintenance, repair, restoration, replacement of a parking lot and related improvements and for parking, access, ingress, and egress of vehicles.

Sublessee shall assume the full risk of any damage to the Parking Sublease Premises, and Sublessee's personal property located thereon and for any injuries to Sublessee, any agents, employees, invitees or any tenants of the Parking Sublease Premises and Sublessor shall not be liable to sublessee for any of said damages.

Sublessee has examined and knows the condition of the Parking Sublease Premises and accepts the same in its 'as is' condition.

In the event the real estate taxes assessed against the parcel of which the Parking Sublease Premises is a part increase due to this Sublease or due to the improvements constructed on the Parking Sublease Premises by Sublessee, Sublessee shall pay the amount of increased taxes to Sublessor within thirty (30) days after receipt of the real estate tax bill showing the increase and for each bill thereafter indicating such increase delivered to Sublessee during the term of the Sublease.

5. Remedies. Sublessor's and Sublessee's rights and remedies under this Sublease shall be cumulative and not exclusive of any other rights or remedies at law or in equity, Sublessor's or Sublessee's failure to exercise any right under this Sublease, at law or in equity, shall not be construed as a waiver of any default or breach of this Sublease. Sublessor and Sublessee may sue Sublessor or Sublessee for damages under this Sublease without terminating the Sublease.

6. No Assignment Without Consent. Sublessee will have no right to assign or sublet its interest under this Sublease without express written consent of Sublessor, which may be withheld in the sole and absolute discretion of Sublessor. Notwithstanding the foregoing, Sublessor hereby

expressly approves that certain Sub-Sublease Agreement dated November 15, 2023, by and between Sublessee and Mental Health and Addiction Recover Services Board of Lorain County.

7. **Prime Parking Lease.** This Sublease shall be subject and subordinate in all respects to the Prime Parking Lease and to all of its terms, covenants and conditions. Sublessee shall not do, or permit to suffer to be done, any act or omission by Sublessee, its agents, employees, contractors or invitees which is prohibited by the Prime Parking Lease, or which would constitute a violation or default thereunder, and Sublessee shall indemnify Sublessor and defend and hold it harmless from and against any such act, omission, violation or default. In all provisions of the Prime Parking Lease requiring the approval or consent of the "Lessor," Sublessee shall be required to obtain the approval or consent of both Prime Lessor and Sublessor. Should the Prime Parking Lease expire or terminate during the Term of this Sublease for any reason, this Sublease shall terminate on the date of such expiration or termination of the Prime Parking Lease, with the same force and effect as if such expiration or termination date had been specified in this Sublease as the expiration date hereof. Sublessor shall have no liability to Sublessee in the event of any such expiration or termination, notwithstanding the reason for such expiration or termination.

8. **Only Agreement.** This Sublease constitutes the only agreement and understanding of the parties with regard to the Parking Sublease Premises and supersedes all prior agreements, promises, representations and understandings related to the subject matter hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year first above written.

SUBLESSOR:

NORCARE ENTERPRISES, INC.

an Ohio non-profit corporation

By: [Signature]

Print: Don Schiffbauer

Title: CEO

STATE OF Ohio)

) ss:

COUNTY OF Lorain)

The foregoing Sublease Agreement was acknowledged before me this 17th day of November, 2023, by Don Schiffbauer, the CEO of Norcare Enterprises, Inc., an Ohio non-profit corporation, on behalf of the corporation. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

Joyce L. Wasela
Notary Public, State of Ohio

My Commission Expires: 11-25-2027

JOYCE L. WASELA

Notary Public, State of Ohio

My Commission Expires 11-25-2027
[Signature page of Sublessor to Sublease Agreement]

SUBLESSEE:

THE NORD CENTER

an Ohio non-profit corporation

By: [Signature]
Print: Don Schiffbauer
Title: CEO

STATE OF Ohio)
COUNTY OF Lorain) ss:

The foregoing Sublease Agreement was acknowledged before me this 17th day of November, 2023, by Don Schiffbauer, the CEO of The Nord Center, an Ohio non-profit corporation, on behalf of the corporation. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

Joyce L. Wasela
Notary Public, State of Ohio

My Commission Expires: 11-25-2027

JOYCE L. WASELA

Notary Public, State of Ohio

[Signature page of Sublessee to Sublease Agreement] My Commission Expires 11-25-2027

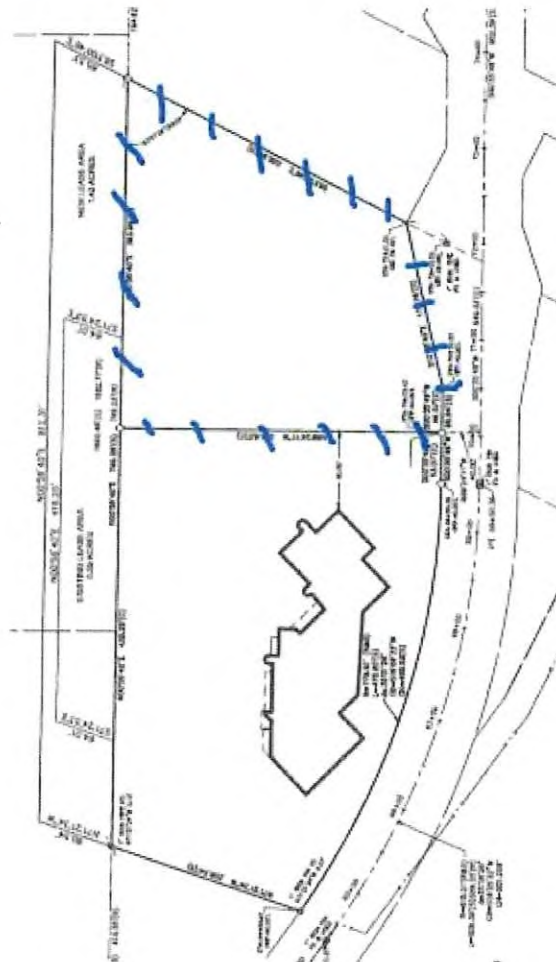
EXHIBIT "A"

The Norcare Property



EXHIBIT "B"

The Ground Sublease Premises



The Prime Parking Lease Premises; and/or
The Parking Sublease Premises

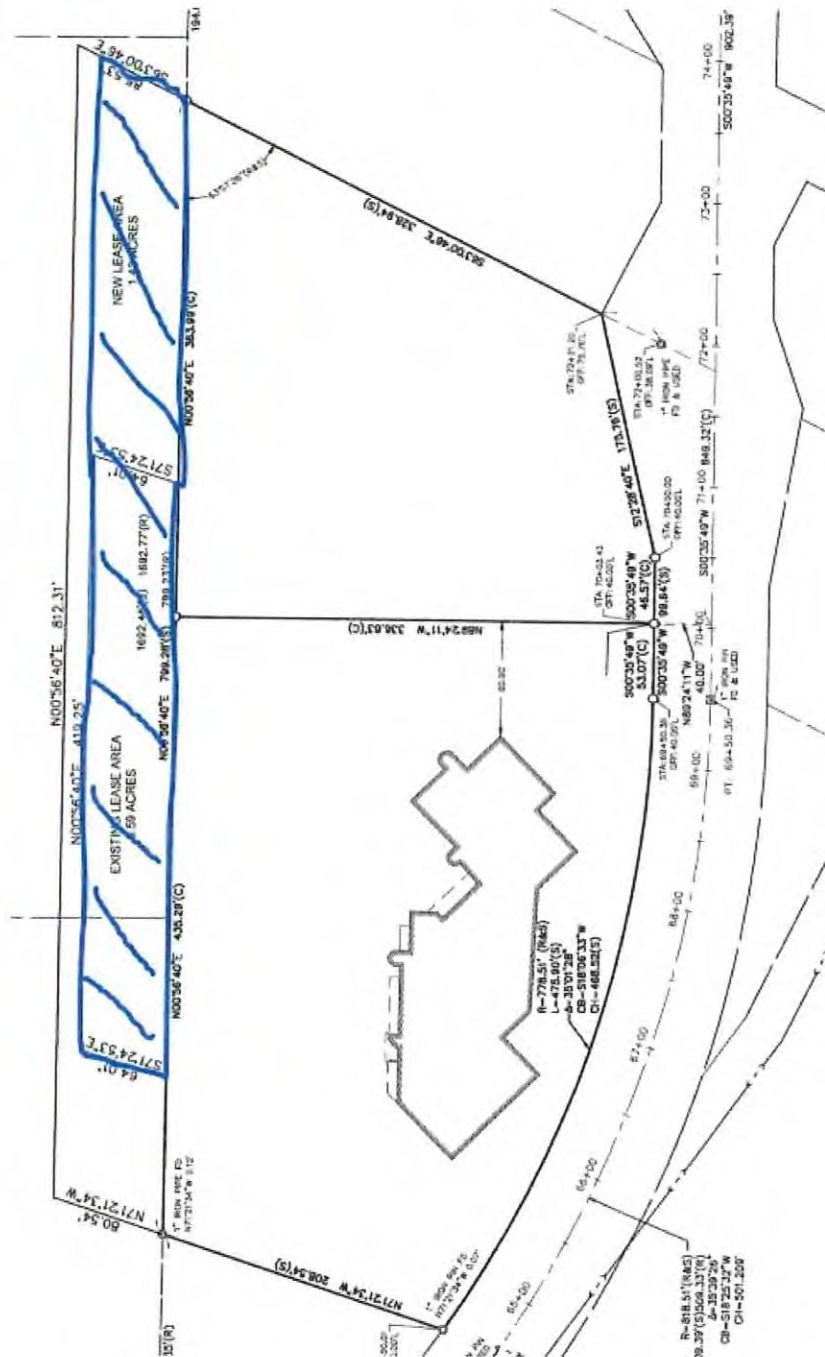


EXHIBIT "A-1"
TO
GROUND SUBLEASE

(Legal description of Leased Premises)

Situated in the City of Lorain, County of Lorain and State of Ohio, and known as being part of Original Elyria Township Lot No. 1, Newbury Tract. Also being part of the land conveyed to Norcare Enterprises, Inc. as recorded in Instrument No. 2016-0593857 of the Lorain County Records being more definitely described as follows;

Commencing at a 1" iron pin found in a monument box at the intersection of the centerline of Cooper Foster Park Road (85 feet wide) and the centerline of South Broadway Avenue (width varies);

Thence, along the centerline of South Broadway Avenue, South 00° 35' 49" West, 849.32 feet;

Thence, leaving the centerline of South Broadway Avenue, North 89° 24' 11" West, 40.00 feet to an iron pin set in the westerly right of way of South Broadway Avenue and the **True Point of Beginning** for the parcel herein described;

Thence, leaving the westerly right of way of South Broadway Avenue, North 89° 24' 11" West, 336.63 feet to an iron pin set in the westerly line of Original Elyria Township Lot No. 1;

Thence, along the westerly line of Original Elyria Township Lot No. 1, North 00° 56' 40" East, 363.99 feet to an iron pin set at the southwesterly corner of One Park Landing Condominium as recorded in Plat Volume 47, Page 41 of the Lorain County Records;

Thence, leaving the westerly line of Original Elyria Township Lot No. 1, along the southeasterly line of One Park Landing Condominium, South 63° 00' 46" East, 328.94 feet to the westerly right of way of South Broadway Avenue, said point being referenced by a 1" iron pipe found, South 63° 00' 46" East, 46.52 feet;

Thence, leaving the southeasterly line of One Park Landing Condominium, along the westerly right of way of South Broadway Avenue, South 12° 28' 40" East, 175.76 feet to an iron pin set;

Thence, continuing along the westerly right of way of South Broadway Avenue, South 00° 35' 49" West, 46.57 feet to the point of beginning.

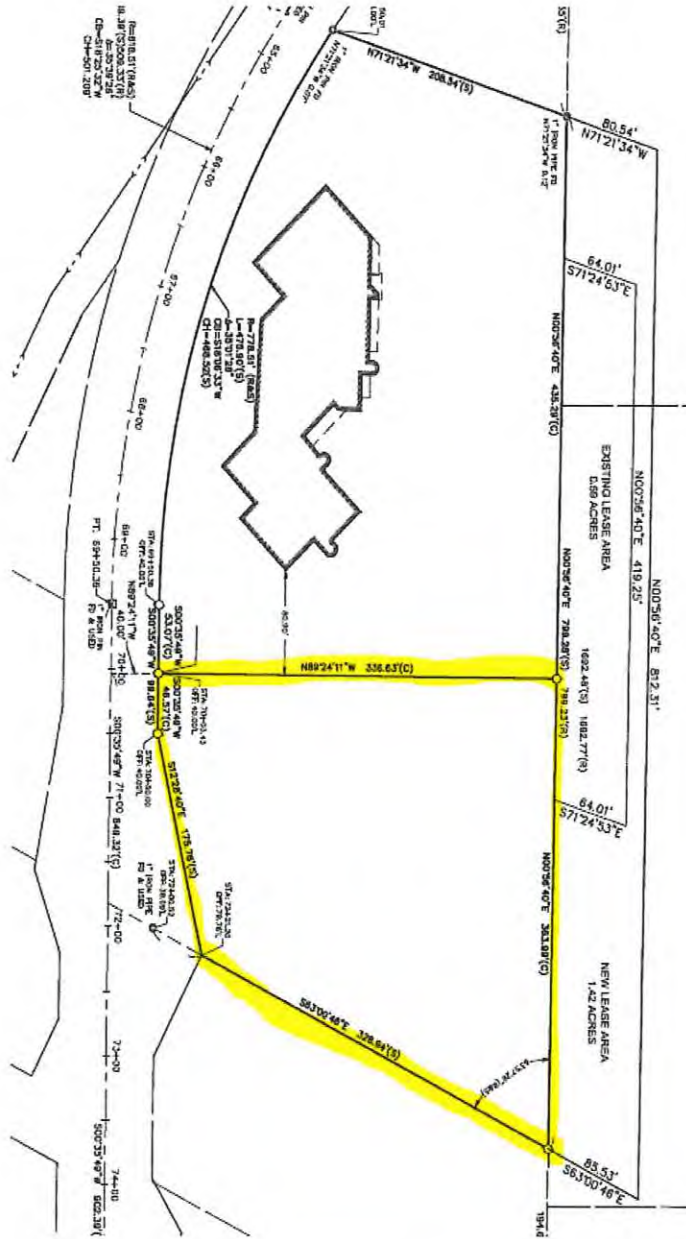
Containing within said bounds 2.0975 acres of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in July 2022.

All iron pins set are 5/8" x 30" capped rebar inscribed "KS ASSOCS INC PROP MARKER".

Bearings are based on the Ohio State Plane, North Zone, NAD83(2011) Grid North.

LORAIN COUNTY TAXDEPT.
P.P. No. 06-21-001-101-007

Legal description reviewed by *qiluz*
on 10/4/22 per O.R.C. Section 5713.09



(Depiction of Leased Premises)

EXHIBIT "A-2"
TO
GROUND SUBLEASE

EXHIBIT "A-3"
TO
GROUND SUBLEASE

(Legal description of Adjacent Landlord Property)

Situated in the City of Lorain, County of Lorain and State of Ohio, and known as being part of Original Elyria Township Lot No. 1, Newbury Tract. Also being part of the land conveyed to Norcare Enterprises, Inc. as recorded in Instrument No. 2016-0593857 of the Lorain County Records being more definitely described as follows;

Commencing at a 1" iron pin found in a monument box at the intersection of the centerline of Cooper Foster Park Road (85 feet wide) and the centerline of South Broadway Avenue (width varies);

Thence, along the centerline of South Broadway Avenue, South 00° 35' 49" West, 849.32 feet;

Thence, leaving the centerline of South Broadway Avenue, North 89° 24' 11" West, 40.00 feet to an iron pin set in the westerly right of way of South Broadway Avenue and the **True Point of Beginning** for the parcel herein described;

Thence, along the westerly right of way of South Broadway Avenue, South 00° 35' 49" West, 53.07 feet to an iron pin set;

Thence, continuing along the westerly right of way of South Broadway Avenue, along the arc of a curve which deflects to the right, 475.90 feet to an iron pin set at the northeasterly corner of land conveyed to Quality Carz and More LLC as recorded in Instrument No. 2019-0708195 of the Lorain County Records, said curve having a radius of 778.51 feet, a central angle of 35° 01' 28", and a chord of 468.52 feet which bears South 18° 06' 33" West, said point being referenced by a 1" iron pin found North 71° 21' 34" West, 0.07 feet;

Thence, leaving the westerly right of way of South Broadway Avenue, along Quality Carz and More LLC's northerly line, North 71° 21' 34" West, 208.54 feet to the westerly line of Original Elyria Township Lot No. 1, said point being referenced by a 1" iron pipe found North 71° 21' 34" West, 0.12 feet;

Thence, along the westerly line of Original Elyria Township Lot No. 1, North 00° 56' 40" East, 435.29 feet to an iron pin set;

Thence, leaving the westerly line of Original Elyria Township Lot No. 1, South 89° 24' 11" East, 336.63 feet to the point of beginning.

Containing within said bounds 3.2700 acres of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in July 2022.

All iron pins set are 5/8" x 30" capped rebar inscribed "KS ASSOCS INC PROP MARKER".

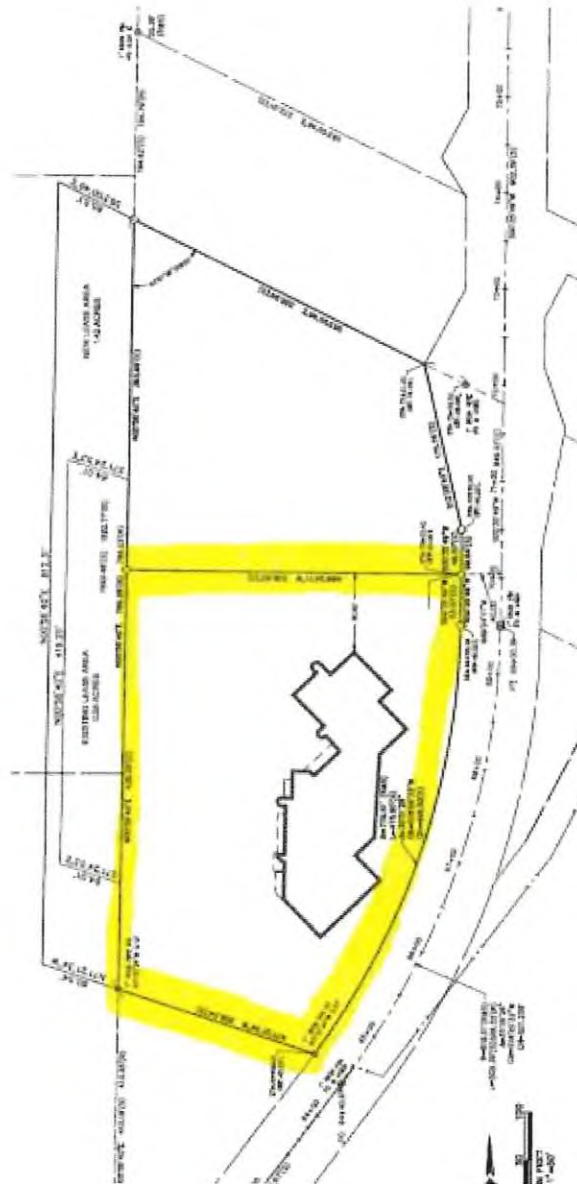
Bearings are based on the Ohio State Plane, North Zone, NAD83(2011) Grid North.

LORAIN COUNTY TAX DEPT.
P.P. No. 06-21-001-101-068

Legal description reviewed by W. W. W.
on 10/4/22 per ORC. Section 5713.09

EXHIBIT "A-4"
TO
GROUND SUBLEASE

(Depiction of Adjacent Landlord Property)



SCHEDULE 5

Parking Sub-Sublease

SUB-SUBLEASE AGREEMENT

THIS SUB-SUBLEASE ("**Sub-Sublease**") is made at Lorain, Ohio as of November 15, 2023, by and between **THE NORD CENTER**, an Ohio non-profit corporation, herein called "**Sub-Sublessor**" and **MENTAL HEALTH AND ADDICTION RECOVERY SERVICES BOARD OF LORAIN COUNTY**, an Ohio governmental entity, herein called "**Sub-Sublessee**".

WHEREAS, Norcare Enterprises, Inc., an Ohio non-profit corporation ("**Norcare**"), is the owner of certain real property located 6130 and 6140 S. Broadway, Lorain, Ohio, being tax parcel numbers 06-21-001-101-067 and 06-21-001-101-068, and depicted in the **Exhibit A** attached hereto (collectively, the "**Norcare Property**");

WHEREAS, Norcare, as lessor, and Sub-Sublessor, as lessee, are parties to that certain Lease Agreement dated July 1, 2009, wherein Norcare leases to Sub-Sublessor the Norcare Property;

WHEREAS, pursuant to that certain Ground Sublease dated November 15, 2023 (the "**Ground Sublease**"), Sub-Sublessor, as sublessor, subleases 6130 S. Broadway, Lorain, Ohio, known as tax parcel number 06-21-001-101-067, and depicted in the **Exhibit B** attached hereto (the "**Ground Sublease Premises**") to Sub-Sublessee, as sublessee, for the purpose of operating a crisis receiving center;

WHEREAS, Eschtruth Investment Co., LLC, an Ohio limited liability company ("**Eschtruth**"), as lessor, and Norcare, as lessee, are parties to that certain Lease Agreement dated January 7, 2009, as amended by that certain First Amendment to Lease Agreement dated November 7, 2022 (collectively, the "**Prime Parking Lease**"), wherein Eschtruth leases to Norcare certain premises owned by Eschtruth and adjacent to the Norcare Property, as further depicted in the **Exhibit C** attached hereto (the "**Prime Parking Lease Premises**") to Norcare, as lessee, for parking purposes to serve the facilities of Norcare on the Norcare Property;

WHEREAS, pursuant to that certain Sublease Agreement dated November 15, 2023 (the "**Parking Sublease**"), Norcare subleases to Sub-Sublessor, as sublessee, the Prime Parking Lease Premises, referred to in the Parking Sublease as the "**Parking Sublease Premises**", depicted on **Exhibit C** attached hereto;

WHEREAS, Sub-Sublessor desires to sub-sublet a portion of the Parking Sublease Premises to Sub-Sublessee, for the use of Sub-Sublessee in connection with its operations at the Ground Sublease Premises pursuant to the Ground Sublease;

NOW THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, Sub-Sublessor and Sub-Sublessee hereby agree as follows:

1. Parking Sub-Sublease Premises. Sub-Sublessor demises and sub-subleases to Sub-Sublessee an undeveloped area of land located west of the real estate described as 6130 South Broadway, Lorain, Ohio, and being a portion of the Parking Sublease Premises (the "**Parking Sub-Sublease Premises**"). The Parking Sub-Sublease Premises are depicted on the **Exhibit D** attached hereto.

2. **Sub-Sublease Term.** The Term of this Sub-Sublease shall expire on the first (1st) year anniversary of the Effective Date, provided, however, that so long as the Ground Sublease remains in effect, this Sub-Sublease shall automatically extend for successive one (1) year periods unless Sub-Sublessee shall provide written notice to Sub-Sublessor prior to the expiration of the then-applicable extension term that Sub-Sublessee desires not to extend the term of this Sub-Sublease. Sub-Sublessor shall, and shall cause its affiliate, Norcare, to extend the term of the Prime Parking Lease and the Parking Sublease so long as this Sub-Sublease shall remain in effect.

The Sub-Sublease will also terminate if Sub-Sublessee fails to pay the rent which is due within ten (10) days after receipt of written notice from Sub-Sublessor.

On termination of this Sub-Sublease, the parties shall be relieved from further obligations to the other except with respect to any liabilities or obligations accruing prior to the date of termination, including, but not limited to accrued and unpaid rent.

After the Sub-Sublease terminates, all improvements on the Parking Sub-Sublease Premises shall remain at the Parking Sub-Sublease Premises. Sub-Sublessee shall have no obligation to remove the same or to restore the Parking Sub-Sublease Premises to its original condition.

Notwithstanding the foregoing to the contrary, upon mutual consent of the parties, this Sub-Sublease shall terminate on a date agreed upon by the parties.

3. **Rent.** Sub-Sublessee shall pay Sub-Sublessor as rent the sum of One and 00/100 Dollars (\$1) per year for the Leased Premises.

4. **Sub-Sublessee's Rights and Obligations.** Sub-Sublessee shall occupy and use the Parking Sub-Sublease Premises only for the construction, maintenance, repair, restoration, replacement of a parking lot and related improvements and for parking, access, ingress, and egress of vehicles. Sub-Sublessee shall be solely responsible for the construction of its parking facilities at the Parking Sub-Sublease Premises, and Sub-Sublessee acknowledges and agrees that Sub-Sublessor shall have no construction obligations related to same.

Sub-Sublessee shall assume the full risk of any damage to the Parking Sub-Sublease Premises, and Sub-Sublessee's personal property located thereon and for any injuries to Sub-Sublessee, any agents, employees, invitees or any tenants of the Parking Sub-Sublease Premises and Sub-Sublessor shall not be liable to Sub-Sublessee for any of said damages.

Sub-Sublessee has examined and knows the condition of the Parking Sub-Sublease Premises and accepts the same in its 'as is' condition.

In the event the real estate taxes assessed against the parcel of which the Parking Sub-Sublease Premises is a part increase due to this Sub-Sublease or due to the improvements constructed on the Parking Sub-Sublease Premises by Sub-Sublessee, Sub-Sublessee shall pay the amount of increased taxes to Sub-Sublessor within thirty (30) days after receipt of the real estate tax bill showing the increase and for each bill thereafter indicating such increase delivered to Sub-Sublessee during the term of the Sub-Sublease.

Storm water run-off and other drainage from the Parking Sub-Sublease Premises may NOT drain to the adjoining land leased by Sub-Sublessor, and Sub-Sublessor shall have no responsibility with respect to the same.

Any topsoil removed by Sub-Sublessee for construction of said parking lot and other facilities shall be delivered to Sub-Sublessor. Sub-Sublessee shall reasonably coordinate its construction activities with Sub-Sublessor to facilitate delivery of the topsoil to Sub-Sublessor. In the event Sub-Sublessor fails to receive topsoil within seven (7) days after notice from Sub-Sublessee that it is available for removal, Sub-Sublessee may dispose of the topsoil as it determines, but may not deposit the topsoil on adjoining land of Sub-Sublessor.

5. **Remedies.** Sub-Sublessor's and Sub-Sublessee's rights and remedies under this Sub-Sublease shall be cumulative and not exclusive of any other rights or remedies at law or in equity, Sub-Sublessor's or Sub-Sublessee's failure to exercise any right under this Sub-Sublease, at law or in equity, shall not be construed as a waiver of any default or breach of this Sub-Sublease. Sub-Sublessor and Sub-Sublessee may sue Sub-Sublessor or Sub-Sublessee for damages under this Sub-Sublease without terminating the Sub-Sublease.

6. **No Assignment Without Consent.** Sub-Sublessee will have no right to assign or sublet its interest under this Sub-Sublease without express written consent of Sub-Sublessor, which may be withheld in the sole and absolute discretion of Sub-Sublessor.

7. **Prime Parking Lease and Parking Sublease.** This Sub-Sublease shall be subject and subordinate in all respects to the Prime Parking Lease and to the Parking Sublease (collectively, the "**Parking Leases**"), and to all of the respective terms, covenants and conditions of the Parking Leases. Sub-Sublessee shall not do, or permit to suffer to be done, any act or omission by Sub-Sublessee, its agents, employees, contractors or invitees which is prohibited by the Parking Leases, or which would constitute a violation or default thereunder, and Sub-Sublessee shall indemnify Sub-Sublessor and defend and hold it harmless from and against any such act, omission, violation or default. In all provisions of the Parking Leases requiring the approval or consent of the "Lessor," Sub-Sublessee shall be required to obtain the approval or consent of both Prime Parking Lease Lessor and Parking Sublease Sublessor. Should either or both of the Parking Leases expire or terminate during the Term of this Sub-Sublease for any reason, this Sub-Sublease shall terminate on the date of such expiration or termination of such Parking Lease(s), with the same force and effect as if such expiration or termination date had been specified in this Sub-Sublease as the expiration date hereof. Sub-Sublessor shall have no liability to Sub-Sublessee in the event of any such expiration or termination, notwithstanding the reason for such expiration or termination.

8. **Only Agreement.** This Sub-Sublease constitutes the only agreement and understanding of the parties with regard to the Parking Sub-Subleased Premises and supersedes all prior agreements, promises, representations and understandings related to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year first above written.

SUB-SUBLESSOR:

THE NORD CENTER

an Ohio non-profit corporation

By: [Signature]
Print: Don Schiffbauer
Title: CEO

STATE OF Ohio)
) ss:
COUNTY OF Lorain)

The foregoing Sub-Sublease Agreement was acknowledged before me this 17th day of November, 2023, by Don Schiffbauer, the CEO of The Nord Center, an Ohio non-profit corporation, on behalf of the corporation. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

Joyce L. Wasela
Notary Public, State of Ohio
My Commission Expires: 11-25-2027

JOYCE L. WASELA
Notary Public, State of Ohio
My Commission Expires 11-25-2027

[Signature page of Sub-Sublessor to Sub-Sublease Agreement]

SUB-SUBLESSEE:

**MENTAL HEALTH AND ADDICTION
RECOVERY SERVICES BOARD
OF LORAIN COUNTY**

an Ohio governmental entity

By: Michael K. Doud
Michael K. Doud, Executive Director

STATE OF OHIO

)

) ss:

COUNTY OF LORAIN

)

The foregoing Sub-Sublease Agreement was acknowledged before me this 17th day of November, 2023, by Michael K. Doud, the Executive Director of Mental Health and Addiction Recovery Services Board of Lorain County, an Ohio governmental entity.

Joyce L. Wasela
Notary Public, State of Ohio

My Commission Expires: 11-25-2027

JOYCE L. WASELA
Notary Public, State of Ohio
My Commission Expires 11-25-2027

[Signature page of Sub-Sublessee to Sub-Sublease Agreement]

EXHIBIT "A"

The Norcare Property

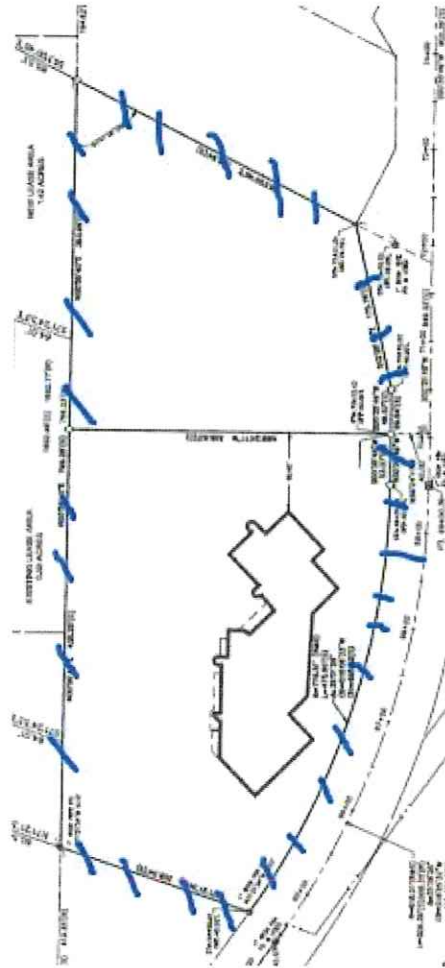
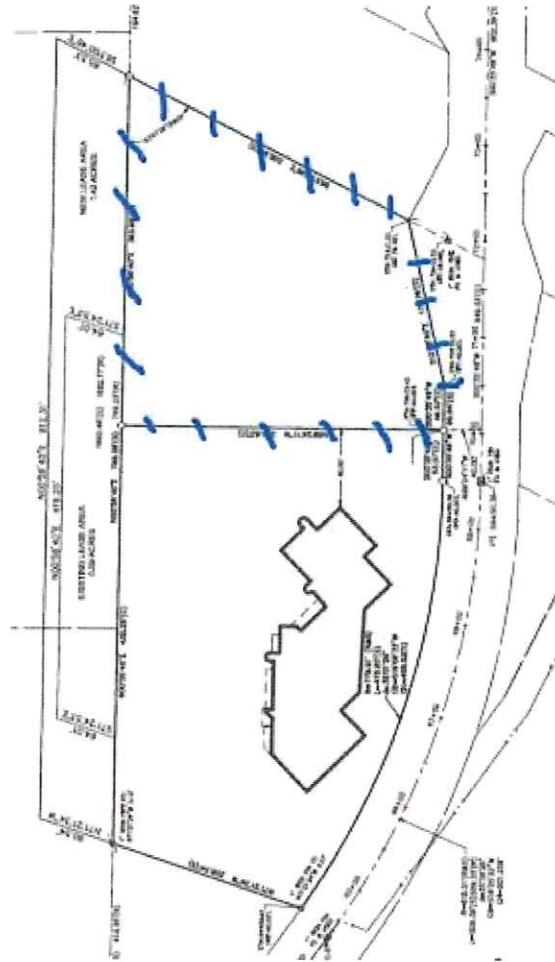
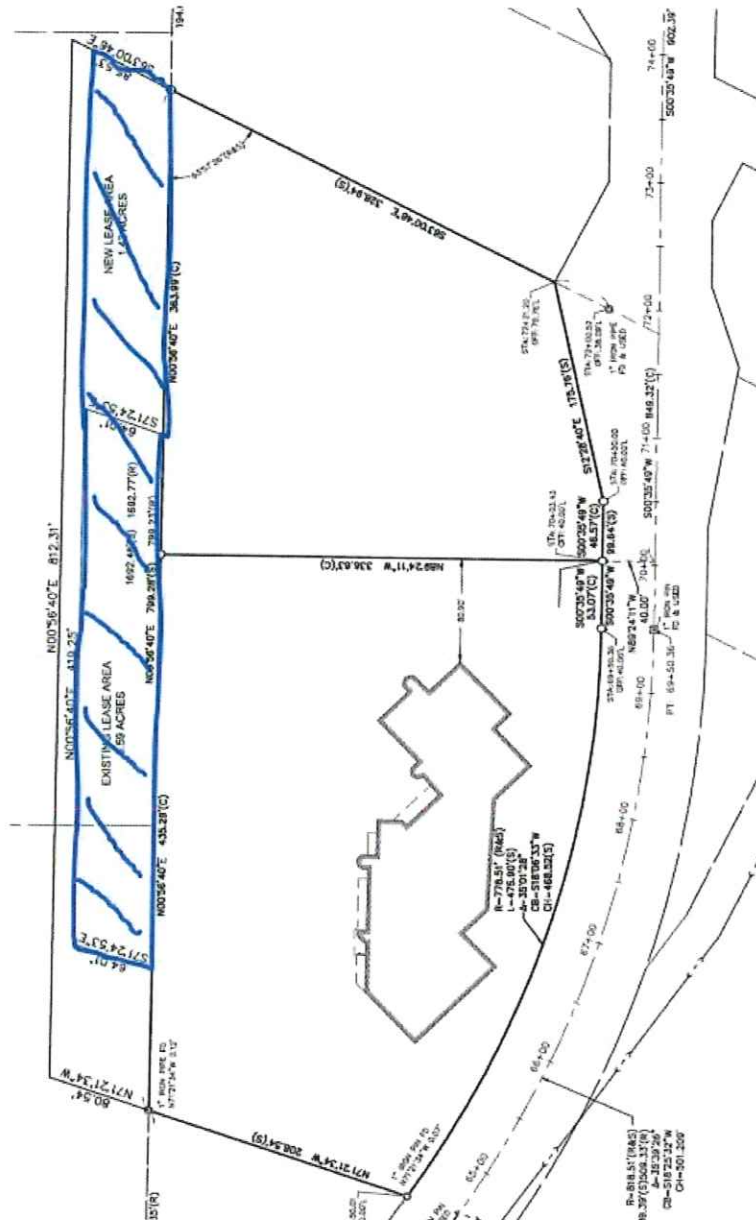


EXHIBIT "B"

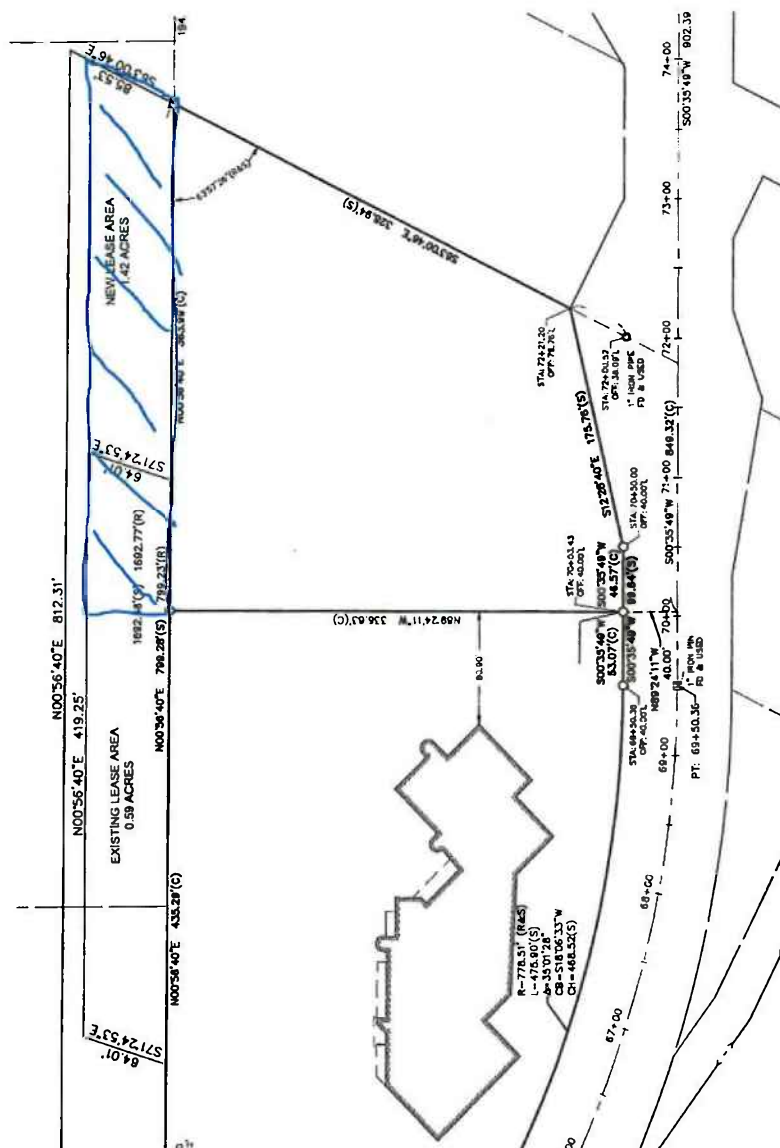
The Ground Sublease Premises



The Prime Parking Lease Premises; and/or
The Parking Sublease Premises



The Parking Sub-Sublease Premises



SCHEDULE 6

Eschtruth Deed

2.

003054

2025 JUN 12 AM 10:40

2025-0056048

DEEDS Fee: \$50.00 Page 1 of 4

Recorded: 6/12/2025 at 11:12 AM

Receipt: T20250012917

Lorain County Recorder Mike Doran



TRANSFERRED
IN COMPLIANCE WITH SEC. 319-202
OHIO REV. CODE

JUN 12 2025

J. CRAIG SNODGRASS, CPA, CGFM
LORAIN COUNTY AUDITOR

Handwritten: \$328.80 PL

Limited Warranty Deed

Know all Men by these Presents, that Eschtruth Investment Co., LLC, an Ohio limited liability company, the Grantor, for the consideration of Ten Dollars (\$10.00) received to its full satisfaction of Riveon Mental Health and Recovery, an Ohio nonprofit corporation, the Grantee, whose tax mailing address is 6140 South Broadway, Lorain, Ohio 44053, does hereby grant, with limited warranty covenants, to the said Grantee, the following described real property:

Handwritten: Prior Deeds 20200697297, 2010219975 + 20250056047
See Attached Exhibit A

Subject to easements, conditions, restrictions, reservations and other encumbrances of record, taxes and assessments not yet due and payable and zoning and building ordinances.

Executed at Lorain, Ohio on this 10th day of JUNE, 2025.

Eschtruth Investment Co., LLC

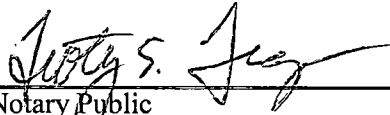
By:

Handwritten signature: Thomas G. Eschtruth
MGR

State of Ohio :
County of Lorain : ss

This is an acknowledgment clause. No oath or affirmation was administered to the signer.

On this 10th day of JUNE, 2025, before me, a Notary Public, in and for said County and State, personally came Thomas G. Eschtruth, a manager of Eschtruth Investment Co., LLC, an Ohio limited liability company, the Grantor in the foregoing deed, who acknowledged that he, being authorized to do so, executed the foregoing instrument and the same is the free act and deed of said limited liability company.



Notary Public

This Instrument Prepared by:
Timothy S. Trigilio, Esq.
Trigilio, Stephenson & Dattilo, P.L.L.,
5750 Cooper Foster Park Road, Suite 102
Lorain, Ohio 44053-4132
(440) 988-9500



TIMOTHY S. TRIGILIO
Attorney At Law
Notary Public, State of Ohio
My Commission Does Not Expire
O.R.C. 147.03

LEGAL DESCRIPTION OF THE
CONSOLIDATED PARCEL
62,340 square feet (1.4311 acres)
OF THE LOT SPLIT & CONSOLIDATION PLAT
FOR ESCHTRUTH INVESTMENT CO. LLC.

Situated in the City of Lorain, County of Lorain and State of Ohio and known as being part of Original Amherst Township Lot No. 81, and being further bounded and described as follows:

Beginning at a 1/2" Iron Pin found in a Monument Box at the intersection of the centerline Cooper Foster Park Road with the easterly line of Original Amherst Township Lot No 81;

Thence along said centerline of Cooper Foster Park Drive, bearing North 89°41'07" West, a distance of 242.00 feet to the northwesterly corner of a parcel of land conveyed to Eschtruth Investment Co. LLC by deed recorded as instrument #1999-0653684 in the Lorain County Recorder's office;

Thence along the westerly line of said Eschtruth parcel, bearing South 01°12'42" West, a distance of 435.60 feet to a 5/8" Iron Pin Set at the southwesterly corner of said Eschtruth parcel;

Thence along the southerly line of said Eschtruth parcel, bearing South 89°41'07" East a distance of 166.99 feet to a 5/8" Iron Pin Set, said point being 75.00 feet offset by perpendicular measurement to the aforesaid easterly line of Original Amherst Township Lot No. 81, said point also being the Principal Place of Beginning;

Thence continuing along the southerly line of said Eschtruth parcel, bearing South 89°41'07" East a distance of 75.01 feet to a 5/8" Iron Pin Set at the southeasterly corner of said Eschtruth parcel, said point also being on the easterly line of Original Amherst Township Lot No. 81;

Thence along said easterly line of Amherst Township Lot No. 81, bearing South 01°12'42" West a distance of 843.76 feet to the southwesterly corner of a parcel of land conveyed to Norcare Enterprises Inc. by deed recorded as instrument #2022-0893863 in the Lorain County Recorder's office, witness a 1" Iron Pipe found 0.08' West;

Thence northwesterly along the prolongation of the southwesterly line of said Norcare parcel, bearing North 71°04'34" West a distance of 78.73 feet to a 5/8" Iron Pin Set, said point being 75.00 feet offset by perpendicular measurement to the aforesaid easterly line of Original Amherst Township Lot No. 8;

Thence parallel with said easterly line of Amherst Township Lot No. 81, bearing North 01°12'42" East a distance of 818.64 feet to the Principal Place of Beginning and containing 62,340 square feet (1.4311 acres) of land, be the same more or less but subject to all legal highways, according to a survey by The C.W. Courtney Company, Christopher L. Courtney, Ohio Professional Surveyor #7702.

Legal description reviewed by BB
on 5/19/2025 per ORC Sec. 5713.09

Basis of Bearing used is based on the Lorain County Datum, Monuments observed on the Township line between its intersections with Cooper Foster Park Road and Middle Ridge Road, bearing South 01°12'42" West.



THE C.W. COURTNEY COMPANY
Civil & Consulting Engineers
Land Surveyors
700 Beta Drive, Suite 200
Cleveland, Ohio 44143-2384
[phone] 440.449.4005 [fax] 440.449.0883
www.cwcourtney.com

APPROVED
AS TO DESCRIPTION ONLY
Date 2/19/25
City of Lorain
Per [Signature]
Engineering Dept.



[Signature] ...

APPROVED BY THE CITY OF LORAIN

PLANNING COMMISSION; NO PLAT REQUIRED

[Signature]
SECRETARY OF PLANNING COMMISSION

Date: 4/9/25

Legal description reviewed by BB

on 5/19/2025 per ORC Sec. 5713.09

LORAIN COUNTY TAX DEPT.

P.P. NO. 05-00-081-000-045

SCHEDULE 7

Original Parking Lease Termination

TERMINATION OF LEASE

THIS TERMINATION OF LEASE ("Termination") is entered into this 10th day of June, 2025 (the "Effective Date") by and between **ESCHTRUTH INVESTMENT CO., LLC**, an Ohio limited liability company ("Lessor"), whose mailing address is 415 West Ridge Road, Lorain, Ohio 44053, and **RIVEON MENTAL HEALTH AND RECOVERY**, an Ohio nonprofit corporation, successor by merger to **NORCARE ENTERPRISES INC.**, an Ohio corporation ("Lessee"), whose mailing address is 6140 S. Broadway, Lorain, Ohio 44053.

RECITALS:

A. Lessor entered into that certain Lease Agreement dated January 7, 2009, as amended by that certain First Amendment to Lease Agreement, dated November 7, 2022 (collectively, the "Lease") with Lessee for an undeveloped area of land located contiguous with and west of the real estate owned by Lessee, which real estate owned by Lessee is located at 6140 South Broadway, Lorain, Ohio (the "Premises").

B. Lessor and Lessee also entered into that certain Purchase and Sale Agreement dated September 3, 2024 ("Purchase Agreement"), pursuant to which, Lessor agreed to sell the Premises to Lessee.

C. Lessor and Lessee will be closing on the purchase and sale contemplated by the Purchase Agreement on June 11, 2025, and accordingly, Lessor and Lessee desire to evidence the termination of the Lease.

NOW THEREFORE, in consideration of the above recitals, which recitals are expressly incorporated herein, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Lease is terminated effective as of the Effective Date and from and after the Effective Date Lessee shall have no further obligation for the payment of any rent under the Lease with respect to any of the remaining Lease term from and after the Effective Date.

2. Lessor and Lessee hereby fully release each other from any and all liability, claims, disputes or obligations arising under, through or created by the Lease.

3. This Termination shall be binding upon and shall inure to the benefit of the Lessor and Lessee and their respective successors and assigns.

4. This Termination may be executed by the parties in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

5. This Termination is the entire agreement between Lessor and Lessee concerning the termination of the Lease, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound.

[SIGNATURE PAGES TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, Lessor and Lessee have authorized this Termination as of the Effective Date.

LESSOR:

ESCHTRUTH INVESTMENT CO., LLC,
an Ohio limited liability company

By: Thomas G Eschtruth
Print: Thomas G. Eschtruth
Title: MANAGER

STATE OF Ohio)
COUNTY OF Lorain) ss:

The foregoing instrument was acknowledged before me this 10th day of June, 2025 by Thomas G. Eschtruth, the MANAGER of Eschtruth Investment Co., LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Timothy S. Trigilio
Notary Public

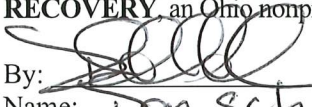
My commission expires:



TIMOTHY S. TRIGILIO
Attorney At Law
Notary Public, State of Ohio
My Commission Does Not Expire
O.R.C. 147.03

LESSEE:

**RIVEON MENTAL HEALTH AND
RECOVERY**, an Ohio nonprofit corporation,

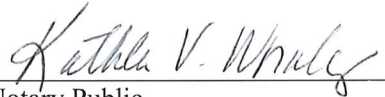
By: 

Name: Don Schiffbauer

Its: Chief Executive Officer

STATE OF Ohio)
) ss:
COUNTY OF Lorain)

The foregoing instrument was acknowledged before me this 10TH day of June, 2025 by Don Schiffbauer, the CEO of Riveon Mental Health and Recovery, an Ohio nonprofit corporation, on behalf of the corporation. This is an acknowledgment clause. No oath or affirmation was administered to the signer.


Notary Public

My commission expires: Kathleen V. Whaley
Notary Public, State of Ohio
Commission Expires 9/21/26

Board of Directors Evaluation of Executive Director FY26

Please select the rating that best reflects your understanding of how the Executive Director is currently functioning. Comments are encouraged. If your personal responses would be different or if you have anything to add, please use the comment boxes. Results will be used to identify areas for growth and will drive improvements. NOTE: All responses are considered confidential and will be reviewed in the aggregate. All Board of Directors are encouraged to provide candid feedback. ***Due by Thursday, April 30, 2026.***

* Indicates required question

1. Email *

2. How many years have you served on the MHARS Board? *

Mark only one oval.

- ☐ less than one (1) year
- ☐ between 1-4 years
- ☐ between 5-8 years
- ☐ more than 8 years

KEY FOR USING LINEAR SCALE:

The next 15 questions will use a linear scale. Please refer to this key for answering the questions below.

- 1 = Strongly Agree
- 2 = Agree
- 3 = Neutral
- 4 = Disagree
- 5 = Strongly Disagree

3. PREPARATION AND ORGANIZATION: The Executive Director is prepared for Committee/Board meetings; is prepared to provide information and recommendations to facilitate Committee/Board action.

*

Mark only one oval.

1 2 3 4 5

Stro ☐ ☐ ☐ ☐ ☐ Strongly Disagree

4. PREPARATION AND ORGANIZATION: The Executive Director works to achieve meetings which are organized, businesslike, and kept to a reasonable length.

*

Mark only one oval.

1 2 3 4 5

Stro ☐ ☐ ☐ ☐ ☐ Strongly Disagree

5. **KNOWLEDGE:** The Executive Director exhibits a good knowledge of the policies, guidelines, regulations and laws that relate to the Board.. *

Mark only one oval.

1 2 3 4 5

Stro ☐ ☐ ☐ ☐ ☐ Strongly Disagree

6. **KNOWLEDGE:** The Executive Director has administrative skills to facilitate Board and staff compliance with such guidelines. *

Mark only one oval.

1 2 3 4 5

Stro ☐ ☐ ☐ ☐ ☐ Strongly Disagree

7. **COMMUNICATION:** The Executive Director identifies emerging trends and issues in mental health and recovery services. *

Mark only one oval.

1 2 3 4 5

Stro ☐ ☐ ☐ ☐ ☐ Strongly Disagree

8. **COMMUNICATION:** The Executive Director informs the Board on all matters of concern including changes, innovations and trends. *

Mark only one oval.

1 2 3 4 5

Stro ☐ ☐ ☐ ☐ ☐ Strongly Disagree

9. ADMINISTRATION: The Executive Director administers Board operations in a fiscally sound manner; displays good judgment in business transactions. *

Mark only one oval.

1 2 3 4 5

Stro ☐ ☐ ☐ ☐ ☐ Strongly Disagree

10. ADMINISTRATION: The Executive Director develops an efficient and effective administrative team. *

Mark only one oval.

1 2 3 4 5

Stro ☐ ☐ ☐ ☐ ☐ Strongly Disagree

11. PROFESSIONALISM: The Executive Director operates in an ethical and professional manner and maintains a friendly, courteous attitude. *

Mark only one oval.

1 2 3 4 5

Stro ☐ ☐ ☐ ☐ ☐ Strongly Disagree

12. PROFESSIONALISM: The Executive Director listens to Board Member ideas and suggestions. *

Mark only one oval.

1 2 3 4 5

Stro ☐ ☐ ☐ ☐ ☐ Strongly Disagree

13. INNOVATION: The Executive Director demonstrates a strategic approach, generates ideas, and seeks creative ways to improve and vitalize the organization. *

Mark only one oval.

1 2 3 4 5

Stro ☐ ☐ ☐ ☐ ☐ Strongly Disagree

14. INNOVATION: The Executive Director advises the Board on priority needs based on an assessment of consumer needs. *

Mark only one oval.

1 2 3 4 5

Stro ☐ ☐ ☐ ☐ ☐ Strongly Disagree

15. ADVOCACY: The Executive Director advocates at the state and federal level regarding financial and quality assessment issues that impact mental health and recovery services in the community. *

Mark only one oval.

1 2 3 4 5

Stro ☐ ☐ ☐ ☐ ☐ Strongly Disagree

16. **ADVOCACY:** The Executive Director maintains services throughout the community * and fair distribution of funds among our agencies while keeping focused on our primary mission to maintain services to the consumer.

Mark only one oval.

1 2 3 4 5

Stro

☐ ☐ ☐ ☐ ☐

Strongly Disagree

17. **Comments:**

THANK YOU!

This content is neither created nor endorsed by Google.

Google Forms

Executive Director Report

March 24, 2026

Handle With Care Update

Handle With Care (HWC) is a cross-systems, trauma-informed program championed by Lauren Cieslak of the MHARS Board and Chantille Jackson of Elyria City Schools. Lauren has also collaborated with the Ohio Handle With Care coordinator to help develop the website used for all HWC reporting, which can be viewed here: <https://www.handlewithcare.app/OH/>.

Lorain County currently has the highest number of trained participants in the state, with approximately 3,400 school staff members and first responders having completed Handle With Care training.

OACBHA Meeting Gubernatorial Candidate Dr. Amy Acton

On March 3, Executive Committee members Kreig Brusnahan, Dan Urbin, John Nisky, Michael Doud, and Mark Johnson attended a meeting hosted by the Ohio Association of County Behavioral Health Authorities (OACBHA) in Columbus.

Dr. Amy Acton spoke about her experiences in public health leadership during the COVID-19 pandemic and shared her campaign message focused on advancing policies that prioritize the needs of Ohio residents. She also acknowledged the important role local behavioral health boards play in supporting the mental health and addiction recovery needs within communities. OACBHA has also been in contact with gubernatorial candidate Vivek Ramaswamy and his running mate, Lt. Governor candidate and Ohio Senate President Rob McColley, to engage with association membership.

988 Bookmarks

Lorain County Suicide Prevention Coalition chaired by Rebecca Jones and Communications Chair Lauren Cieslak have elevated the success of the 988 bar coasters into youth-focused bookmarks. Lauren, a State Board Certified Art Therapist, held an art making session with the Lorain County Youth Council and Lorain County Urban League to create the bookmarks paired with 988 crisis text line info. Lauren worked with the Elyria Public Library to print 1,000 bookmarks to be distributed to all Lorain County libraries. The project is now moving into talks with the Educational Services Center of Lorain County to bring the bookmarks into schools across the county. Attached are the bookmark images as well as the creation session.

Amy Levin Fund

When Amy Levin retired as Executive Director of the Board of Mental Health, a fund was established with the Community Foundation in her honor. The Amy Levin Fund recognizes efforts to improve the quality of mental health services for children and adolescents and supports systems of care that implement models demonstrated to benefit the consumers and families served. The review process is led by Rebecca Jones in collaboration with MHARS Board members Mike Babet, Kreig Brusnahan, John Nisky, Mark Skellenger, and Amy Levin's family member. This year, funding was awarded to the following organizations:

- Bellefaire JCB – Establishment of a walk-in psychiatry clinic for children and youth
- OhioGuidestone – ReadyCare services at Cooper Community Services
- Pathways Counseling and Growth Center – Expanding access to evidence-based treatment for obsessive-compulsive disorder (OCD)

Executive Director Report

March 24, 2026

UPCOMING TRAININGS AND OUTREACH

MARCH 2026

23 – Network CEU Training: Finding Balance – Using Mindfulness to Guide Your Clients

APRIL 2026

7 – MHARS Staff Lunch & Learn Series: QPR Training

7 – Oberlin College Art Experiential

8 – Wellness Fair & Speaking Engagement at Elyria Public Library's West River Branch

9 – LC Libraries Invitational for 988 Bookmarks

9 – Padres Comprometidos (*Committed Parents*) Social Emotional Learning for Youth/Families

14 & 15 – MHFA Training at ALC

16 – Second Chance Month Re-Entry Simulation at Second Harvest Food Bank

17 – Network CEU Training: Understanding OCD: Dx, Themes, Myths, and Tx

20-21 – ASIST Training at ALC (both full days)

25 – CHIP Hispanic Conference at Lorain High School 9-3pm

25 – National Prescription Drug Take Back Day various locations

25 – Out of the Darkness Walk at LCCC 9-12pm

27-5/1 – CIT Class of 2026 Training at ALC

28 – MH & Well Being Training for Rising Titan Collab at UW of Lorain County

MAY 2026

1 – CIT Class of 2026 Graduation Ceremony

18-22 – Peer Recovery Supporter Training at ALC

25 – Office Closed in Observance of Memorial Day

Need Support Now?

988 offers 24/7 judgment-free for mental health, substance use, and more.

Text, call, or chat 988.

Need Support Now?

988 offers 24/7 judgment-free for mental health, substance use, and more.

Text, call, or chat 988.

Need Support Now?

988 offers 24/7 judgment-free for mental health, substance use, and more.

Text, call, or chat 988.

Need Support Now?

988 offers 24/7 judgment-free for mental health, substance use, and more.

Text, call, or chat 988.

988

SUICIDE & CRISIS
LIFELINE

**Dial 988 for
24/7
emotional
support
anywhere
in the
U.S.**

 Call 988

Text 988 

Visit 988lifeline.org/chat 

To reach a caring counselor



Lorain County
Urban League



LORAIN COUNTY
SUICIDE
PREVENTION
COALITION



ELYRIA
PUBLIC LIBRARY

1

2

3

4

Back



BOARD MEETING – CONSENT AGENDA – March 24, 2026
RESOLUTION No. 26-03-02

Once the motion has been received to approve the consent agenda the chairman opens the floor for any questions from the board members. During this time, board members may ask questions or request items be removed from the consent agenda for further discussion. If any items were removed from the consent agenda the chairman will determine where on the agenda those items will be discussed.

Finance Committee:

1. Recommendation – Approval of the FY26 Financial Statements through February 2026. **RESOLUTION No. 26-03-03 C**
2. Recommendation – Approval of Listing of Expenses for February 2026 totaling \$3,427,204.72. **RESOLUTION No. 26-03-04 C**
3. Recommendation – Approval of the MHARS Board Credit Card Reconciliations for February 2026. **RESOLUTION No. 26-03-05 C**
4. Recommendation – Approval of the MHARS Board Revised Budget for FY26. **RESOLUTION No. 26-03-06 C**
5. Recommendation – Approval of *Contracts to be Authorized by the MHARS Board of Directors*. **RESOLUTION No. 26-03-07 C**

Executive Committee:

1. Recommendation – Approval to Abolish the Nominating Committee and moving responsibilities to the Governance Committee. **RESOLUTION No. 26-03-08 C**
2. Recommendation – Approval to accept the suggested amendments to the CRC Ground Sublease per legal team. **RESOLUTION No. 26-03-09 C**
3. Recommendation – Approval to form the Ad Hoc Crisis Recovery Center Committee. **RESOLUTION No. 26-03-10 C**

© = Consent Agenda by the Board Chair

C = Consent Agenda by the Committee Chair