

LEASE

THIS AGREEMENT, entered into this 1st day of September, 1970, by and between DORIC LODGE NO. 30 F and A.M., Des Moines, Polk County, Iowa, hereafter called "lessor" and Greater Opportunities, Inc., a non-profit corporation, with its principal office located at 917 Walnut Street, Des Moines, Iowa, hereafter called "lessee".

WITNESSETH: That the lessor hereby leases to the lessee the First Floor of the following described premises, situated in the City of Des Moines County of Polk, State of Iowa;

LOCALLY KNOWN AS: 1617 Crocker Street, containing two thousand, four hundred and thirty two (2,432) square feet, more or less, all said square footage being on the first floor of the heretofore described building for the term of eleven (11) months beginning on the 1st day of September, 1970 and ending on the 31st day of July, 1971, in consideration of the following covenants and agreements made by the respective parties hereto.

1. Lessee or assigns to pay to lessor or assigns at lessor's office in the City of Des Moines, Iowa, in lawful money of the United States, the sum of three and no hundreds (\$3.00) dollars per square foot annually for the use of one thousand, four hundred (1,400) square feet of the leased portion of the building which would be the annual cash rent of four thousand, two hundred (\$4,200) dollars, for a twelve (12) month period, which amounts to three thousand, eight hundred fifty and no hundred (\$3,850) dollars for the eleven (11) months, September 1, 1970, through July 31, 1971, which cash amount (\$3,850) is payable in eleven (11) equal monthly installments of three hundred, fifty and no hundred (\$350.00) dollars to be paid monthly in advance beginning on the first (1st) day of September, 1970, and on or before the first (1st) day of each succeeding month thereafter, during the term of this lease, and of any renewals thereof.
2. It is mutually agreed, by the lessor and lessee that:
  - a. The amount of annual cash rent payable in equal monthly installments as in Item No. 1 above, shall encompass only the following, to-wit:

1400 square feet of the first floor of the building at the annual rental rate of \$3.00 per square foot, payable monthly as heretofore set out:

1400 sq. ft. x \$3.00 per sq. ft. = \$4,200.00 rent annually = \$3,850.00 for 11 months.

b. That as further consideration of this leasing agreement, Lessor without charge and solely as a rental contribution to be used as local in-kind matching funds by the Lessee, leases the following additional area of the heretofore mentioned building on the premises leased, which additional area is as follows: 1032 square feet of said building at the same annual rate of \$3.00 per sq. ft. for an annual rental contribution of \$3,096.00 for a 12-month period which will be \$2,838.00 for the eleven (11) months September 1, 1970 through July 31, 1971, contributed at the rate of \$258.00 monthly. 1032 sq. ft. x \$3.00 per sq. ft. = \$3,096.00 annually, \$3,096.00 annually - 12 months = \$258.00 monthly = \$258.00 monthly x 11 months = \$2,838.00 in-kind contribution.

c. It being mutually understood and agreed by Lessor and Lessee that the total footage is 2,432 sq. ft. and of this total footage, the Lessee is to pay to the Lessor the total cash sum of \$3,850.00 for the 11-month period, payable at the rate of \$350.00 per month beginning September 1, 1970 and ending July 31, 1970, 1400 sq. ft. x \$3.00 annually = \$4,200.00 - by 12 months = \$350.00 per month x 11 months = \$3,850.00. The \$3,850.00 pays for 1400 sq. ft. of the total footage of 2432 sq. ft. 2432 sq. ft. - 1400 sq. ft. = the remaining 1032 sq. ft. which is donated rent free for in-kind matching contribution by Lessor.

(1032 sq. ft. x \$3.00 per sq. ft. = \$3,096.00 for 12 months = \$258.00 monthly = \$258.00 x 11 months = \$2,838.00 in-kind for 11 months).

3. Lessee shall carry at its expense, adequate liability insurance coverage protecting Lessor and Lessee from any and all claims, regardless of nature, arising out of this tenancy, and will forthwith on the execution of this lease furnish unto Lessor memoranda of such coverage.

4. Lessee agrees not to permit said premises to be used for any unlawful purpose.
5. Lessor agrees to furnish, repair and maintain all plumbing, lighting and fixtures and all adequate necessary heating equipment now installed or hereafter installed.
6. Lessee to keep said premises in a clean and presentable condition and not to allow any refuse or debris to accumulate upon said premises or upon the sidewalks, alleys, or streets adjoining the same; to remove snow, ice and other obstructions from the sidewalks. Upon termination of the lease, Lessee shall leave premises in "broom clean" condition, removing all trash, dirt, rubbish and refuse from the premises.
7. Lessor to furnish sufficient and adequate water and lights and maintain adequate heat of at least (72 degrees) for entire said area of premises leased and be liable for payment to the corporation furnishing the same; and to comply with all rules, regulations and requirements of said companies and all laws and ordinances of the above named City relating thereto, all at no cost or expense to Lessee.
8. Lessee shall have the right to make alterations, additions, repairs and improvements to the leased building and premises whenever necessary to make the leased space conform to the purposes for which it was leased; to assign space in and sublet portions of the leased premises. It is agreed that the Lessee shall not remove any such additions or improvements at the expiration of the Lease. It is further agreed that the Lessee will not be required at the expiration of the Lease or at any time to restore the leased building or premises to the same condition they were in at the inception of this Lease.
9. Lessee shall comply with all ordinances of the above named City, rules regulations of the Board of Health, and laws of the State of Iowa, relative to the use of said premises, including sidewalks, alleys and streets adjoining the same. Lessee agrees to protect said Lessor against any tax, charge, or penalty imposed or levied against said premises on account of Lessee's failure to comply with the provision thereof; and to protect said Lessor against any and all claims of all person, growing out of the use of said premises during the term of this lease.

10. Lessee to use said premises for a meeting place; and a neighborhood opportunity, service and social center and all other activities that may be connected with a neighborhood opportunity center.
11. Lessor will maintain at its own expense proper and sufficient heat in the building to safeguard all plumbing therein and will not hold the Lessee liable for the freezing of any plumbing, pipes or fixtures.
12. If, during the term of this lease, the building or premises are destroyed by fire or the elements, or partially destroyed so as to render the premises unfit for occupancy, or if they shall be so badly damaged that they cannot be repaired within sixty (60) days from the happening of such damage or destruction, then said Lessee may immediately surrender said premises and all interests, therein to said Lessor, and said Lessee shall pay rent only to the time of such surrender; or in the case of destruction or partial destruction, as above mentioned, the said Lessor may re-enter and repossess said leased premises, and may remove all parties therefrom; but if said premises shall be repairable within (60) days from the happening of said damage, then the rent shall not run or accrue after the damage, or while the process of repairs is going on, and the Lessor shall repair the same with all reasonable speed and the rent shall recommence immediately after said repairs shall be completed. But if said premises shall be so slightly injured by fire or the elements as not to render them unfit for occupancy then the said Lessor agrees that the same shall be repaired with reasonable promptitude and in that case the rent accrued or accruing shall not cease.
13. This Lease shall, at the option of the Lessee, be renewable for two further one-year terms, upon the same conditions and rental as herein specified. Each such one-year renewal shall be accomplished by the Lessee serving upon the Lessor written notice to so renew not less than ten (10) days prior to the expiration date of the then current term. Each such renewal shall be for one year only and if such option is exercised by Lessee, he is in no manner whatsoever bound to exercise the option for the succeeding year.
14. Lessor and Lessee further covenant and agree that the herein covenants and agreements, including monthly rental are subject to and conditioned upon the continued funding of Greater Opportunities, Incorporated, under the Economic

Opportunity Act of 1964 and the Amendments thereto.

15. Lessor hereby gives notice that no mechanics liens or any other lien shall in any manner or degree attach to or affect the rights of the Lessor in and to said premises including the improvements thereon.
16. In the event said premises shall be condemned for public purposes, then Lessee agrees to vacate and surrender possession of said premises within thirty (30) days after notice in writing to quit.
17. Lessor agrees to pay all sewer rentals or other sewer, sanitary or utility charges imposed or levied, or that may hereafter be imposed or levied against said premises by the above named City, County or State, and in addition, thereto all other charges, rates, fees or rentals now imposed or levied or that may hereafter be imposed or levied against said premises by the legally constituted authorities of the above named City, County or State of Iowa, in connection with the use of said leased premises, or of any water, sewer or other public utility charges connected therewith and to hold Lessee harmless from any and all such sewer rentals, sanitary or utility charges or any other similar charges, fees or rentals, including all electricity and gas charges.
18. The Lessee will not permit said premises to be occupied for any business or purpose deemed extra hazardous on account of fire or any other account nor commit any act which shall invalidate any policy of insurance on said premises under penalty of forfeiture of this lease and the payment of all damages resulting from such act. Lessee further agrees to comply with recommendations of the Iowa Insurance Service Bureau and to be liable for any increase in insurance rates on said premises and on the building of which said premises are a part resulting from Lessee's use of the premises.
19. Lessee shall not paint signs nor use walls or roofs of building for advertising purposes without the consent in writing of Lessor and no heavy object shall be placed upon the roof of the building and no part of the roof shall be leased for any purpose whatsoever.
20. Lessor may resort to any remedy at law or in equity in order to enforce any right or the payment of any claim which said Lessor may have against said Lessee by virtue hereof, and if Lessor shall institute any such action, Lessee agrees to pay reasonable attorney fees which shall be taxed as part of the costs.

21. Lessor or agents at reasonable hours may enter said premises to inspect the same.
22. Lessor shall not be liable to Lessee or any other person on or about said premises for any loss, damage or injury sustained by reason of Lessee's failure to comply with any and all of the provisions hereof.
23. At the expiration of this Lease and any renewals thereof, Lessee agrees to surrender possession of said premises to Lessor or assigns without further notice to quit.
24. No waiver of the breach of any of the terms or conditions of this lease shall constitute a waiver of any other or succeeding breach of the same or other provisions of this lease.
25. Lessor agrees that permanently attached equipment and fixtures of any kind, description or character, attached to the realty which has been placed or caused to be placed on the leased premises by the Lessee will not be removed at any time by the Lessee.
26. Lessor agrees that any such property mentioned in Paragraph 26, above, shall remain the property of the Lessor, at the expiration of this lease and any renewals thereof.
27. Lessor and Lessee agree that any and all furniture, fixtures, office machines, supplies and equipment, which is not attached to the leased building is personal property belonging to the Lessee and may be removed by Lessee at any time.
28. It is further agreed by and between Lessor and Lessee, that Lessor, at its expense, will provide that the premises are in compliance with all necessary City, County and State Inspection Ordinances, statues and regulations, including, but not limited to those for water, gas, sewer or electrical regulations and requirements if any that are or may be required for the use and purposes for which the Lessee has leased the premises as stated in this Lease, and all of the above at no expense whatsoever to Lessee.

- 29. Lessor agrees, at its expense, to install if necessary, auxiliary gas or other heating units, sufficient to maintaining the temperature at a minimum of 72 degrees as heretofore provided at all times.
- 30. Lessor shall pay for all gas or fuel so used. Lessor shall also pay for all electricity and water used in the leased premises as heretofore stated.

IN WITNESS WHEREOF, the parties hereunto have subscribed their names the day and year first above written.

GREATER OPPORTUNITIES, INCORPORATED  
Lessee

DORIC LODGE NO. 30 F. & A.M.  
Lessor

By Alfred B. Brown  
Alfred B. Brown, Exec. Dir.

By Paul J. Wilson  
Trustee Board Chm.

State of Iowa)  
SS  
County of Polk)

On this 7th day of August, 1970, before me the undersigned, a Notary Public in and for the County of Polk, State of Iowa, personally appeared Alfred B. Brown and Paul J. Wilson to me known to the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Alfred M. Iron  
NOTARY PUBLIC IN AND FOR POLK COUNTY  
STATE OF IOWA

BE IT REMEMBERED, That on this 10th day of September A.D., 1970, before me, the undersigned, a Notary Public in and for Polk County, Iowa personally appeared Alfred B. Brown and Paul J. Wilson being to me personally known, who being by me duly sworn did on oath, depose and say that they are the Executive Director and Chairman Board of Directors respectively of C.O., Inc., and Doric Lodge No. 30 that said instrument was signed and sealed by authority of the Board of Directors of said corporations, and the said Alfred Brown and Paul J. Wilson acknowledged the execution thereof to be the voluntary acts and deeds of the said corporations by them voluntarily executed.

Alfred M. Iron  
Notary Public in and for  
Polk County, Iowa

Commission expires July 4, 1972

1/1/73

L E A S E

IT IS AGREED this 1st day of JANUARY \_\_, A.D. 1973,  
by and between DORIC LODGE #30 TRUSTEE BOARD, LANDLORD, and TINY TOT  
COMPREHENSIVE CHILD CARE INCORPORATED, TENANTS:

That the Landlord hereby leases to-wit:

All of the premises locally known as  
1407 Forest Street, Des Moines, Polk  
County, Iowa.

in consideration of the mutual promises of the parties herein and  
upon terms, provision and conditions following:

1. LEASE PERIOD. The duration of this Lease shall be from  
the 1st day of January, 1973, to and including the 31st day of  
December, 1973.

2. RENT. Tenants shall pay rental for the original lease  
period as follows: \$200.00 on the first day of each month during  
the lease period; said rental thus at all times to be paid in  
advance for the month; with interest on all delinquent rental at  
the maximum lawful contract rate from date due; all sums payable  
to the Landlord at Doric Lodge #30, 821 - 28th Street, to the  
attention of Frank W. Hogen 50312, Des Moines, Iowa.

3. USE. Tenants shall use said premises only for the operation  
of a pre-school day care learning center. Tenants shall comply  
with all lawful regulations, restrictions, ordinances and laws  
applicable to the purpose, use and occupancy of said premises.  
Tenants shall have exclusive use of the premises, and Landlord shall