Agreement for Space Use Contract

This contract is made and effective 1/15/2024, by and between The Church of the Guardian Angel ("Guardian Angel") and The Children's House of Baltimore LLC (TCHB), incorporated in Maryland.

Guardian Angel is the owner of the Church building and the Parish House building on the grounds of the Church of the Guardian Angel, located at 2629 Huntingdon Avenue, Baltimore, MD 21211. Guardian Angel makes available for use a portion of each of these buildings designated and described below as the "Premises". Areas not specifically defined in this agreement are unavailable to TCHB.

(1) The classroom space located within and occupying a substantial portion of the undercroft of the Church, including the support space(s) immediately adjacent to the classroom spaces, including a kitchen and bathrooms and their access. This area shall be designated as the "Classroom Space".

(2) The exterior "Courtyard Space" located between the Church building and the Parish House. The Classroom Space is to be entered through the Courtyard, which can be accessed from an exterior stairway off of Huntingdon Avenue.

(3) The office space at the North end of the Church building and a small office inside the Parish House on the first floor. These areas shall be designated as "Office Spaces."

Guardian Angel desires to provide the Premises described here to TCHB, to operate an educational and daycare program for pre-school aged children. And TCHB desires to use the Premises and reimburse Guardian Angel for the term, at the rate of reimbursement and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term

Guardian Angel hereby provides for the use of the designated spaces to TCHB, and TCHB hereby accepts the same from Guardian Angel, for a term beginning 1/15/2024, and ending July 31st, 2028 (the "Temination Date"). Tenant may at any time cancel this Lease and terminate all of its obligations hereunder by the payment of $3,000.00, plus all other amounts then due under this Lease, and written notice of such cancellation delivered to Guardian Angel.

This tenancy has been preceded by a licensure period in which TCHB has already been granted occupancy of the space in order to secure all appropriate licenses and operating permits.

2. Schedule and Type of Use

TCHB will be licensed to use the Classroom and Courtyard Spaces described above daily between the hours of 5:00am and 5:30pm, with expected regular operating hours of Monday through Friday, 8:00am to 5:00pm. TCHB will use these areas for the purpose of providing a structured daycare and education environment for pre-school aged children and for activities in direct administrative support of that program. TCHB will limit its enrollment of students to the maximum number allowed by zoning regulations and by occupancy limits for the Spaces as established by the Baltimore City Fire Department. TCHB will also have access to the Premises on Sundays between 1:00pm and 11:00pm, and at such other times as Guardian Angel may in its sole discretion permit, for performing necessary repairs and upkeep outside of TCHB's regular operating hours.

3. Monthly Rent: TCHB agrees to pay Guardian Angel and Guardian Angel agrees to accept, during the term hereof, at such place as Guardian Angel shall from time to time direct by notice to TCHB, monthly rent ("Rent") as set forth in the following table:

Initial Period of 1/15/24 to July 31st, 2024: $ 250.00

For the period August 1, 2024 to July 31, 2028, and during all subsequent months:

- For any month in which enrollment is below 50% capacity (9 or fewer students) $250.00
- For any month in which enrollment is between 50% and 75% capacity (between 10 and 14 students) $750.00
- For any month in which enrollment is 75% capacity or greater (between 15 and 20 students) $1,500.00

Upon execution and delivery of this contract to Guardian Angel, TCHB shall pay to Guardian Angel a security deposit equal to $2,000.00 which amount will be held in Guardian Angel's general fund against any costs needed at the end of TCHB's tenancy to restore the space to good condition. A good faith deposit in the amount of $500.00 shall be held by Guardian Angel for the licensure period described in section 1. If licensure is successful, that deposit shall be applied to

1) Guardian Angel shall ensure that the kitchen equipment is kept in working order. Guardian Angel and its tenants shall at all times maintain sufficient storage space within the kitchen and its appliances for the provision of childcare meals by TCHB, including designated cabinet, closet and refrigerator space.
2) TCHB shall maintain the kitchen in a clean and hygienic condition. TCHB shall provide, at its own expense, additional professional cleaning services twice per calendar year.
3) Guardian Angel and its tenants shall also maintain the kitchen in clean and hygienic condition. Guardian Angel will be responsible for any major pest remediation determined necessary by inspection.

TCHB shall remove trash from the premises daily to not more than 5 TCHB trash cans (as marked and differentiated from trash cans assigned to other users of Guardian Angel property) outside of the Premises, deliver any full or partially full TCHB trash cans to the assigned location on the 27th street side of the Guardian Angel property weekly no later than 5 am each Tuesday and no earlier than 4pm each Monday, and retrieve same no later than 5:30pm each Tuesday.

TCHB shall make all reasonable efforts to recycle all appropriate materials, following all Baltimore City procedures. TCHB shall deliver all recyclable materials to the assigned location on the 27th street side of the Guardian Angel property weekly no later than 5 am each Thursday and no earlier than 4pm each Wednesday, and retrieve any receptacles thus employed no later than 5:30pm each Thursday.

TCHB shall be responsible for all maintenance of trash and recycling receptacles used exclusively by TCHB, which shall be maintained in compliance with Baltimore City regulations. Recognizing that the assigned location for trash and recycling is shared with all other users of Guardian Angel property, damage or misappropriation of TCHB receptacles attributable to other users shall be appropriately redressed by Guardian Angel.

TCHB shall provide snow and leaf removal on the Huntingdon street sidewalk, exterior stairway, and courtyard entrance as needed on days of TCHB operation. TCHB is only responsible for providing a clear path from the street to their main entrance through snow or leaves. Guardian Angel will provide snow removal on days when TCHB is not in session.

Guardian Angel will maintain the courtyard space, keeping it mowed as least as frequently as once every two weeks during growing seasons and removing litter from the main portion of the space.

7. Insurance

the security deposit. If licensure is unsuccessful that $500.00 deposit shall be promptly returned to TCHB.

4. Repairs

During the Contract term, TCHB shall make, at TCHB's expense, all necessary repairs to the Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Premises damaged or worn through normal occupancy, except for major mechanical systems including but not limited to the heating, cooling systems, plumbing and electrical systems and the roof, subject to the obligations of the parties otherwise set forth in this Contract. Guardian Angel shall maintain service contracts for the major systems, including heating in the Church building and heating and cooling in the Parish House.

5. Alterations and Improvements

TCHB shall have the right, following Guardian Angel's consent and at TCHB's expense, to remodel, redecorate, and make improvements to and/or replacements of any and all parts of the Premises from time to time as TCHB may deem desirable, provided the same are made in a workmanlike manner, utilizing suitable quality materials, and are in compliance with all current Baltimore City building and fire code requirements. TCHB shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises, and fasten the same to the Premises. All such personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by TCHB at the commencement of the Contract term or placed or installed on the Premises by TCHB thereafter, shall remain TCHB's property free and clear of any claim by Guardian Angel. TCHB shall have the right to remove the same at any time during the term of this Contract provided that all damage to the Premises caused by such removal shall be repaired by TCHB at TCHB's expense.

A limited amount of build-out expenses needed to bring the space into compliance with the applicable regulations may be accepted by Guardian Angel in lieu of amounts otherwise payable to Guardian Angel under this contract (other than uilities), subject to the approval of Guardian Angel. To be eligible for this credit, at least two bids must be supplied to Guardian Angel and Guardian Angel must approve the work, price, and contractor.

6. Maintenance

TCHB agrees to provide consumables such as trash bags, paper products, bathroom tissue, paper towels, and cleaning products used by TCHB. Guardian Angel and TCHB shall jointly ensure that the kitchen is kept in working order sufficient for the provision of childcare meals, with duties shared as follows:

A. If the Premises or any other part of the Building is damaged by fire or other casualty TCHB shall be responsible to the extent the damage is the result of any act or negligence of TCHB, its agents, employees, or invitees.

B. Guardian Angel shall maintain fire and extended coverage insurance for the Premises. TCHB shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises.

C. TCHB and Guardian Angel shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each on the Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Guardian Angel, such insurance to afford minimum protection of not less than $3,000,000.00 combined single limit coverage of bodily injury, property damage or combination thereof. Guardian Angel shall be listed as an additional insured on TCHB's policy or policies of comprehensive general liability insurance, and TCHB shall provide Guardian Angel with current Certificates of Insurance evidencing TCHB's compliance with this Paragraph. TCHB shall obtain the agreement of TCHB's insurers to notify Guardian Angel that a policy is due to expire at least thirty (30) days prior to such expiration. Guardian Angel shall not be required to maintain insurance against thefts within the Premises or the Building.

8. Utilities

Recognizing that the utilities serving the Premises are not separately metered for TCHB's use, but that use parameters are controlled separately, TCHB shall be reimburse Guardian Angel for one half of the heating, cooling, and electricity, water, and sewage costs accrued on the shared meters, with a maximum obligation of $1,000.00 per month. A summary detailing the Utility reimbursement due each month (with the exception of water and sewage, which are billed quarterly) will be provided to TCHB as promptly as possible. Copies of all applicable utility bills will also be provided. Each Utility reimbursement installment hereunder shall be due and payable, on the last day of the month following the delivery to TCHB of the Utility reimbursement summary, to Guardian Angel at 2629 Huntingdon Avenue, Baltimore, MD 21211 or at such other place designated by written notice from Guardian Angel. Each Utility reimbursement shall be made in a single payment. A single combined payment of the Utility reimbursements and Rent is acceptable but not required.

TCHB is solely responsible for any costs associated with telecommunication services used exclusively by TCHB.

TCHB acknowledges that the Premises are designed to provide standard office, and classroom use, electrical facilities and standard office, and classroom lighting. TCHB shall not use any equipment or devices that utilize excessive electrical energy or which may, in Guardian Angel's reasonable opinion, overload the wiring or interfere with electrical services to the remainder of the Building(s).

9. Signs

Following Guardian Angel's consent, TCHB shall have the right to place on the Premises, at locations selected by TCHB, any signs which are permitted by applicable zoning ordinances and private restrictions. Guardian Angel may refuse consent to any proposed signage that is in Guardian Angel's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Premises. TCHB shall repair all damage to the Premises resulting from the removal of signs installed by TCHB.

10. Entry

Guardian Angel and its tenants shall require explicit permission of TCHB before entering the Premises during school hours, except for employees or representatives of Guardian Angel who have passed appropriate criminal background checks and fingerprinting in accordance with state and federal law regarding access to childcare facilities, who shall have access to inspect the premises, provided Guardian Angel shall not thereby unreasonably interfere with TCHB's business on the Premises. Guardian Angel will have exclusive authority to change key and locks accessing the spaces within the premises. If keys or locks are changed, Guardian Angel shall give TCHB immediate notice and new keys within 24 hours. If TCHB wishes new keys or locks for any reason, a written request of such shall be made to Guardian Angel. TCHB shall not be permitted to change locks without the written consent of Guardian Angel.

11. Building Access by Other Groups

The Classroom and Office spaces set forth in this agreement are intended for the exclusive day-to-day use by TCHB, and therefore, use by other or outside groups is not anticipated or otherwise authorized by Guardian Angel except as provided below.

TCHB will collaborate with the Undercroft Collective to help maintain and operate the mission of both organizations. Both parties will maintain clear and consistent communications, maintain all spaces in good condition, protect the condition and working order of each other's property, and strive to accommodate one another's programming wherever possible. Guardian Angel shall act as mediator in the event of any conflicts or disputes, with the provisions set forth in this

agreement superseding and taking precedence over any conflicting provisions set forth in agreements between Guardian Angel and the Undercroft Collective or other tenants.

12. Use of the Courtyard

Guardian Angel makes available to TCHB the use of the Courtyard Space located between the Church Building and the Parish House for use as an exterior play space. Use of the Courtyard shall not be the exclusive right of TCHB, but may also be used by others with the permission of Guardian Angel, except during school hours when only representatives of Guardian Angel who have passed criminal background checks discussed above shall have access. Guardian Angel will make every reasonable effort to deter and eliminate unauthorized and unlawful activity within the Courtyard, and other spaces on the Guardian Angel property, which may suddenly arise through no known or willful actions or solicitations by authorized representatives of Guardian Angel. Guardian Angel staff, volunteers, or contractors may enter the courtyard area without advance notice to perform maintenance only outside of school hours. TCHB must grant access to the Courtyard for repairs and other maintenance needs when given advance notice of not less than one business day.

Guardian Angel and TCHB acknowledge that an entrance on the bottom floor of the church's Parish house is also accessed through the courtyard. Personnel using the Parish house require consent of TCHB to use this access during school hours, unless such personnel have passed criminal background checks as described above.

13. Damage and Destruction

Subject to Section 7-A. above, if the Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for TCHB's purposes, then TCHB shall have the right within ninety (90) days following damage to elect by notice to Guardian Angel to terminate this Contract as of the date of such damage. In such case, Guardian Angel shall not be responsible for costs related to the moving of TCHB, renovation or TCHB fit-out of an alternate space, or operational costs associated with TCHB relocating to another facility.

In the event of minor damage to any part of the Premises, and if such damage does not render the Premises unusable for TCHB's purposes, Guardian Angel shall promptly repair such damage at the cost of Guardian Angel. TCHB shall be relieved from payment of Rent and other charges during any portion of the Contract term that the Premises are inoperable or unfit for occupancy, or use, in whole or in part, for TCHB's purposes. Rent and other reimbursements and charges paid in advance for any such periods shall be credited on the next ensuing Rent, reimbursements or charges, if any, but if no further payments of Rent, reimbursements or charges are to be made,

then any such advance payments shall be promptly refunded to TCHB. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond TCHB's reasonable control and which renders the Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for TCHB's purposes. Neither Guardian Angel nor TCHB will be liable for a delay in performing under this Agreement if the delay is required to comply with a government regulation, request or order, or necessitated by other circumstances beyond the reasonable control of Guardian Angel or TCHB, including Acts of God, war, insurrection, terrorism, fire, flood, accident, labor strikes, or inability to obtain materials, power or equipment. If affected by a force majeure, the party affected will promptly notify the other in writing and make a reasonable effort to remedy the effect of the event.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

Signature
Corinne Wilson
Director
The Children's House

Matthew Reese
CEO
The Children's House

Craig Bettenhausen
Junior Warden
Guardian Angel

Jean Lafferty
Senior Warden
Guardian Angel