

PARKING LOT RECIPROCAL USE LEASE AGREEMENT

This Parking Lot Reciprocal Use Lease Agreement is entered into effective as of June 1, 2026, by and between Z Dentist LLC, an Ohio limited liability company ("Z Dentist"), with an address of 19680 Center Ridge Road, Rocky River, Ohio 44116, and Rocky River Shoppes, LLC, an Ohio limited liability company ("RRS"), with an address of 19630 Center Ridge Road, Rocky River, Ohio 44116.

RECITALS

WHEREAS, Z Dentist owns the parking lot located at or adjacent to 19680 Center Ridge Road, Rocky River, Ohio 44116 (Cuyahoga County PPN: 304-14-094) ("Lot 1").

WHEREAS, RRS owns the parking lot located at or adjacent to 19632 Center Ridge Road, Rocky River, Ohio 44116 (Cuyahoga County PPNs: 304-15-059, 304-15-061) ("Lot 2").

WHEREAS, The parties desire to enter into this Agreement to permit reciprocal, nonexclusive use of certain parking areas, subject to the terms stated herein.

ARTICLE I GRANT OF PARKING RIGHTS

Z Dentist grants to RRS the nonexclusive right to use Lot 1 during weekends (Saturday – Sunday).

RRS grants to Z Dentist the nonexclusive right to use four parking spaces located in Lot 2 during weekdays (Monday – Friday).

The parking rights granted herein are reciprocal, nonexclusive, and do not create any ownership interest, easement, or permanent property right in favor of either party.

ARTICLE II RENT

No rent or monetary consideration shall be exchanged by either party. The consideration for this Agreement is the reciprocal parking use described herein.

ARTICLE III TERM

The initial term of this Agreement shall commence on June 1, 2026, and shall continue until terminated pursuant to Article VIII.

**ARTICLE IV
MAINTENANCE AND REPAIR**

Each party shall be responsible for maintaining and repairing its own parking lot, including ordinary maintenance, cleaning, surface repair, striping, snow and ice removal, lighting, and compliance with applicable laws, to the extent applicable. Neither party shall be responsible for maintaining or repairing the other party's parking lot.

**ARTICLE V
CLEANLINESS**

Each party shall keep the other party's parking lot clean and free from trash, debris, litter, and other materials caused by such party, its employees, agents, contractors, invitees, tenants, customers, or guests.

**ARTICLE VI
LOSS, DAMAGE, AND LIABILITY**

Neither party shall be liable to the other party, or to any employee, agent, contractor, invitee, tenant, customer, or guest of the other party, for any theft, loss, injury, damage, or claim arising from or relating to the use of the parking areas, including any damage to vehicles or personal property, except to the extent caused by such party's gross negligence or willful misconduct. Each party uses the other party's parking lot at its own risk.

**ARTICLE VII
PERMITTED USE**

The parking areas may be used only for ordinary parking purposes. No vehicle storage, overnight parking, repair work, dumping, loading operations, obstruction of drive aisles, or other non-parking use shall be permitted without the prior written consent of the party owning or controlling the applicable parking lot.

**ARTICLE VIII
TERMINATION**

Either party may terminate this Agreement upon 30 days' prior written notice to the other party.

**ARTICLE IX
COMPLIANCE WITH LAW**

Each party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in connection with its use of the other party's parking lot.

**ARTICLE X
NO ASSIGNMENT**

Neither party may assign this Agreement or any rights under this Agreement without the prior written consent of the other party, except to a successor owner of the applicable property.

**ARTICLE XI
MISC.**

All notices required or permitted under this Agreement shall be in writing and delivered personally, by recognized overnight courier, or by certified mail, return receipt requested, to the addresses stated above, or to any other address designated by written notice.

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

This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior agreements, understandings, and communications, whether written or oral. This Agreement may be amended only by a written instrument signed by both parties.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures shall be deemed original signatures for all purposes.

Z DENTIST LLC:

Ziad El-Hayek, Member

STATE OF OHIO) : SS
CUYAHOGA COUNTY)

This is an acknowledgment certification. No oath was administered for this notarial act.

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named Ziad El-Hayek, on behalf of Z Dentist LLC, who signed the foregoing instrument before me on this ____ day of _____, 2026.

NOTARY PUBLIC

Rocky River Shoppes, LLC:

Mahmoud Assad, Member

STATE OF OHIO) : SS
CUYAHOGA COUNTY)

This is an acknowledgment certification. No oath was administered for this notarial act.

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named Mahmoud Assad, on behalf of Rocky River Shoppes, LLC, who signed the foregoing instrument before me on this ____ day of _____, 2026.

NOTARY PUBLIC

PARKING LOT USE LEASE AGREEMENT

This Parking Lot Use Lease Agreement is entered into effective as of June 1, 2026, by and between Cleveland Clinic Fairview Hospital Wellness Center, located at 3035 Wooster Road, Rocky River, Ohio 44116 ("Licensor"), and Rocky River Shoppes, LLC, an Ohio limited liability company ("RRS"), with an address of 19630 Center Ridge Road, Rocky River, Ohio 44116.

RECITALS

WHEREAS, Licensor controls the parking lot located at or adjacent to 3035 Wooster Road, Rocky River, Ohio 44116, Cuyahoga County PPN: 304-30-006 (the "Lot").

WHEREAS, RRS desires to use the Lot for parking purposes.

WHEREAS, Licensor desires to permit RRS to use the Lot, subject to the terms stated herein.

ARTICLE I GRANT OF PARKING RIGHTS

Licensor grants to RRS the nonexclusive right to use up to 10 parking spaces in the portion of the Lot identified on Exhibit A.

The parking rights granted herein are nonexclusive and do not create any ownership interest, easement, or permanent property right in favor of RRS.

ARTICLE II RENT

No rent or monetary consideration shall be paid by RRS. The consideration for this Agreement is RRS's obligations under this Agreement.

ARTICLE III TERM

The initial term of this Agreement shall commence on June 1, 2026, and shall continue until terminated pursuant to Article VIII.

**ARTICLE IV
MAINTENANCE AND REPAIR**

Licensors shall be responsible for maintaining and repairing the Lot, including ordinary maintenance, cleaning, surface repair, striping, snow and ice removal, lighting, and compliance with applicable laws, to the extent applicable. RRS shall not be responsible for maintaining or repairing the Lot, except for damage caused by RRS, its employees, agents, contractors, invitees, tenants, customers, or guests.

**ARTICLE V
CLEANLINESS**

RRS shall keep the Lot clean and free from trash, debris, litter, and other materials caused by RRS, its employees, agents, contractors, invitees, tenants, customers, or guests.

**ARTICLE VI
LOSS, DAMAGE, AND LIABILITY**

Licensors shall not be liable to RRS, or to any employee, agent, contractor, invitee, tenant, customer, or guest of RRS, for any theft, loss, injury, damage, or claim arising from or relating to the use of the Lot, including any damage to vehicles or personal property, except to the extent caused by Licensors' gross negligence or willful misconduct. RRS uses the Lot at its own risk.

**ARTICLE VII
PERMITTED USE**

The Lot may be used only for ordinary parking purposes. No vehicle storage, overnight parking, repair work, dumping, loading operations, obstruction of drive aisles, or other non-parking use shall be permitted without the prior written consent of Licensors.

**ARTICLE VIII
TERMINATION**

Either party may terminate this Agreement upon 30 days' prior written notice to the other party.

**ARTICLE IX
COMPLIANCE WITH LAW**

RRS shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in connection with its use of the Lot.

**ARTICLE X
NO ASSIGNMENT**

RRS may not assign this Agreement or any rights under this Agreement without the prior written consent of Licensor, except to a successor owner of RRS's property.

**ARTICLE XI
MISC.**

All notices required or permitted under this Agreement shall be in writing and delivered personally, by recognized overnight courier, or by certified mail, return receipt requested, to the addresses stated above, or to any other address designated by written notice.

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

This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior agreements, understandings, and communications, whether written or oral. This Agreement may be amended only by a written instrument signed by both parties.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures shall be deemed original signatures for all purposes.

Cleveland Clinic Fairview Hospital Wellness Center:

By: _____

Its: _____

STATE OF OHIO) : SS

CUYAHOGA COUNTY)

This is an acknowledgment certification. No oath was administered for this notarial act.

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named _____, on behalf of Cleveland Clinic Fairview Hospital Wellness Center, who signed the foregoing instrument before me on this ____ day of _____, 2026.

NOTARY PUBLIC

Rocky River Shoppes, LLC:

Mahmoud Assad, Member

STATE OF OHIO) : SS
CUYAHOGA COUNTY)

This is an acknowledgment certification. No oath was administered for this notarial act.

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named Mahmoud Assad, on behalf of Rocky River Shoppes, LLC, who signed the foregoing instrument before me on this ____ day of _____, 2026.

NOTARY PUBLIC

EXHIBIT A



