

Commercial Lease Agreement

This lease agreement ("Lease") is made _____, 201_ between Red Bird Family, LLC., an Ohio Limited Liability Company, with mailing address of 423 Wards Corner Road, Suite F, Loveland Ohio 45140 (herein called "Lessor"), and _____ (business name), with tax identification number: _____ (FEIN or SS for sole props) (herein called "Lessee" or "Tenant"). Lessee's performance of this agreement is further personally and individually guaranteed by the following officer of the business; _____, it's _____ (business officer's title).

The Lessor's Agent is Brick Street Properties, LLC. ("Agent") Whom at least initially will collect rent payments, communicate and act on behalf of the Lessor. Agent role may be changed, added to, or responsibilities changed from time to time with written notice by Lessor.

Lessor owns an office building at 423 Wards Corner Road ("Building"), situated in the Miami Township, County of Clermont, State of Ohio. Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

Lessee hereby desires and agrees to lease from Lessor, and Lessor desires and agrees to lease to Lessee the following described premises, described as **Suite B, which is located on the upper level of 423 Wards Corner Road, and containing approximately 775 square feet, and as depicted on Exhibit A.** (and hereinafter referred to as the "Demised Premises", "Premises" or "Suite") pursuant to the following TERMS and CONDITIONS:

1. **Term.** Lease Term ("Term") shall be a Two Year Term, becoming effective on _____, **2018** and will be through _____, **201**.
2. **Rent Rate.** Lessee agrees to pay monthly "Rent" of **\$925.00** (Nine Hundred Twenty Five Dollars) for the Premises during the Term. Rent shall be payable in advance of and must be received by the first day of each month during the Term, without demand, deduction, counterclaim, or set-off to the Lessor.
 - a. All rental payments shall be made payable to Lessor's Agent: Brick Street Properties, LLC and mailed to the address specified by Agent, which shall at commencement be: 423 Wards Corner Rd, Suite F, Loveland OH 45140
3. **Late Fees:** In the event any payment is received late, including rent payment, accessed late fees, repair or any other invoice, by more than four (4) days after the first of the month, or specified invoice due date, a late fee shall be paid by Lessee of ten percent (10%) of the payment so overdue, or a minimum of \$25. Late payments of any length are a default of this agreement and may result in eviction. Non-sufficient fund bank returned checks (NSF checks) must be replaced by a money order or cashier's check PLUS a \$40 service fee, PLUS APPROPRIATE LATE FEE, based on the date the valid payment is deposited.
4. **Security Deposit.** On execution of this lease, Lessee must have deposited with Lessor the sum of **\$900.00** (nine hundred dollars), which is in addition to normal rent payments, receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof. Such deposit shall not be a trust fund but may be co-mingled with the general funds of Lessor, and no interest shall be payable in respect thereof. In the event Lessee shall default in performing its obligations thereunder, Lessor shall have the right to apply such deposit against Rent and other amounts to which Lessor shall be entitled hereunder. Lessee shall, upon written notice from Lessor, promptly restore such deposit to the extent it is so applied thereunder by Lessor. Upon termination of this lease AND delivery of possession to Lessor, a Disposition of Deposit report, itemizing any deductions for damages or repayment of unpaid balances, shall be mailed to Lessee's provided forwarding address, together with the balance of the security deposit, within thirty (30) days.
5. **Common Areas.** Lessor also grants to Lessee, together with and subject to the same rights granted from time to time by lessor to other tenants, subtenants and occupants of the Building, the right to use the Common and Public Areas adjoining the Building of which the only Common Area applicable to this Premises is the Common Parking (as detailed in an additional section of the Lease with that heading).

6. Obligations of Lessor. Lessor agrees during the Term at its cost and expense to furnish, or to have furnished, the following:

- a. **Services.** Such water, sewer, electric, heating and air conditioning, waste collection and general maintenance of the exterior of the Premises including grass mowing and landscape maintenance are provided by Lessor and pursuant to the Lease. Failure to furnish such services shall not render Lessor or its employees or agents liable in any way for items Lessor cannot reasonably control, injury to persons, or damage to business or property suffered by Lessee, its employees, agents, licensees or invitees, nor be construed as an eviction of Lessee or cause or justification for abatement or diminution of Rent.
- b. **Repair.** Maintenance of the exterior and structural components of the Building (including the heating, ventilation, air conditioning, and water heating systems serving the Premises, the roof, exterior walls and siding, structural foundations, plumbing, and electrical, excluding plumbing and electrical fixtures and plumbing drain clogs), the common parking and driveways, 1 mailbox for the use of Premises, and the underlying land and improvements in a manner compatible with good quality office space.
- c. **Snow Removal Common Area Maintenance (CAM)** As provided for in the Rent Rate section of this Lease, Lessor shall provide for snow plowing and salting of paved parking and driveways as deemed necessary by the contractor. This shall be performed on business days, Monday thru Friday only, and not on public holidays. Lessee shall not hold Lessor, its Agent, its Owners, or its contractor liable in any way for injury or damages resulting from the clearing of snow and ice or the inability to clear snow and ice or any injury or damages caused by snow, sleet, ice or frost. It is known that ice and snow are inherently slippery and dangerous to people, vehicles and property and that event the best efforts cannot guarantee safe conditions. The timing of the contractor's service during a weather event is not guaranteed nor foreseeable as it is at the mercy of the weather conditions, equipment, and staffing and not guarantee is made by Lessor as to when snow or ice will be cleared or salted and any issues with service shall be directed and communicated directly to the service contractor, and not to Lessor or Agent.

7. Specific Obligations of Lessee. During the Term, Lessee agrees as follows:

- a. **Use.** Lessee shall use and occupy the demised premises for the purpose of general office and storage only and for no other purpose without the prior written consent of Lessor. Lessee shall notify Lessor of any change in the nature of their business that differs from _____
(Business Description) Lessee shall not operate retail, manufacturing, or industrial business and the demised premises shall never be used as a residence. Lessee shall not use the demised premises for storing, manufacturing or selling any explosives, flammable, or other inherently dangerous substances, chemicals, or devices. No Trucks may be parked at any time on the property.
- b. **Compliance with Building Rules, Law & Regulations.** Lessee shall comply with all laws, regulations and orders of any governmental authority and with the Rules and Regulations of the building which may be reasonably adopted, added to or modified from time to time by the Lessor or Agent (the "Rules and Regulations"). Lessee shall not do or permit anything to be done in or about the Premises, Exterior, or other Common Areas which will in any way obstruct, disturb or interfere with the rights of Lessor or of other tenants or occupants of the Building or injure or annoy them and shall not do or permit anything to be done which will increase the premiums of insurance on the Building. At no time shall Lessee store any inventory, equipment, furniture, or other materials outside of the Premises nor operate or advertise their business outside of the Premises. Lessor shall not be responsible to Lessee for the non-observance of the terms and rules of this paragraph, any Rules and Regulations of the Building, or any other action by any other tenant or occupant of the building.
- c. **Communication.** Lessee agrees that the only individual who shall communicate with or contact Lessor or Agent in regard to Lease related questions, building repairs, alteration requests, or for any other reason is the one, primary officer of the business who is signing this Lease agreement. All communication in regard to repairs or alteration requests, and most other reasons, must be in writing.
- d. **Care of Premises.** Lessee accepts the demised premises in their current condition and acknowledges that they are in good order and repair, and clean, unless otherwise indicated herein. Lessee shall, at his

own expense and at all times, maintain the demised premises in good and safe condition, shall commit no waste therein or damage thereto and shall return the Premises on the termination of the Term, broom-clean and in as good condition as they were at the beginning of Lessee's occupancy or were placed in during the Term, ordinary wear and tear and insurance casualty excepted.

- i. **Trash.** Trash and litter must be removed from the Premises on a regular basis, not less than twice weekly and never be allowed to accumulate in the Premises. All trash must be contained in adequate plastic bags and trash receptacles to prevent leaks and damage to flooring and other surfaces and bug or rodent infestation. A trash dumpster shall be provided by Lessor, use of this dumpster is agreed to be for Office related trash only that is generated in the Premises only, no trash from home, furniture, or large items are allowed to be deposited in the dumpster and giving permission to use the dumpster to other individuals, outside the Lessee's business is strictly prohibited. All Trash must be deposited inside the dumpster, trash shall never be placed on top of the lid or on the ground next to the dumpster. Any litter on the property resulting from not following these rules shall be a billable expense to Lessee for cleanup.
 - ii. **NO Smoking Property.** Lessee agrees that this is a NO SMOKING/Smoke Free Property and that they, their employees, invitees, customers and assigns shall strictly abide by this rule or will be fined for odor and other damages as a result of such. Smoking inside any interior portion or within ten feet (10 ft) of a door or window is Strictly Prohibited and is a violation of Ohio Law, smoking anywhere on property is strongly discouraged as we try to maintain a Smoke Free overall Property but is not required to be enforced.
 - iii. **No Pets** – Lessee agrees that NO pets are ever allowed inside the Premises, Shared, or other Common Areas. A minimum pet fine of \$500 per occurrence will be charged for any indication of a violation of this requirement as well as default of the lease and potential for eviction.
 - iv. **Smoke Detectors & Fire Safety.** Lessee shall not move, and will keep smoke detectors properly powered at all times, changing batteries when needed or at minimum every 12 months. Lessee shall comply with any local fire codes including at their expense annual testing of the provided fire extinguishers which must be certified annually and not moved from their specified locations, especially near kitchens. Lessee shall never block the furnace ventilation, cold air returns, or electrical panels or place anything within 18" of these as this could cause a fire or hurt the performance of HVAC systems and Lessee will not use hotplates or open flames.
 - v. **Not to block utility and equipment access** – Lessee agrees not to store or place items or furniture blocking access to or covering visibility of utility panels or equipment including water shut off valves, electrical panels, water heaters, smoke or Co2 detectors, or furnaces.
 - vi. **Heating During Winter Months.** Heat must be kept on and windows and doors kept closed to ensure a minimum interior temperature is maintained at or above 55 degrees fahrenheit during all winter months specifically Oct-mid April. While the expense of heating is provided by the Lessor, the Lessee and other tenants have access to the Thermostat controls. Lessee acknowledges that keeping a minimum level of temperature ensures water pipes do not freeze and other cold weather damages cannot occur to the Premises or other parts of the building. Lessee agrees not to turn thermostat below 55 or OFF, and to not leave windows or doors to exterior or unheated entrances open.
- e. **Alterations.** Lessee shall not, make any alterations, installations, additions, or improvements in, to, or about the Premises, without first obtaining the written consent of Lessor. Lessee may Never make exterior alterations or additions including placement of signs (including temporary), decoration, or any other exterior change without written permission of Lessor. Should Lessor agree to the plans for an alteration, the expenses related to this shall be fully that of Lessee, the alteration is limited to exactly what was approved nothing more or less, and Lessor reserves the right of approval all the way until after completion, if the alteration is not satisfactory to the Lessor's requirements the Lessee must make changes until it meets the Lessor's satisfaction. Additionally an approval of an Alteration, nor anything in the Lease shall be construed to constitute the consent by Lessor to the creation of any lien, and no person shall be entitled to any lien on the Building or the underlying land and improvements. In the event, despite this provision, a lien is placed thereon, Lessee shall cause such lien to be removed or shall immediately upon request of the Lessor provide a corporate surety bond satisfactory to Lessor which shall hold Lessor harmless under such lien and from interest costs and attorneys fees incurred by Lessor in connection therewith. Lessee shall indemnify Lessor from any and all costs and expenses incurred by Lessor as a result of such items.

- f. Repair & Maintenance.** Lessee at its own expense, shall maintain the Premises and the fixtures and appurtenances therein including entrances and vestibules, partitions, windows, window frames, glass, moldings, doors, door openers, locks, and handles, light bulbs, lighting fixtures, plumbing fixtures and drains, furnishings and all other items, installed by Lessor, or Lessee for Lessee's occupancy, in good condition, cleanliness and repair; but Lessee shall not be responsible for structural repairs as outlined in section 6-b. Lessee shall regularly clean and keep all bathrooms, and kitchenettes within Premises or Shared Access Common Areas clean and in sanitary condition at all times. Lessee shall always be responsible for the servicing and removal of plumbing drain clogs except where tree root invasion or other failure to the main sewer line is to blame. Lessee shall be responsible for damage caused to the demised premises, common areas, parking lot, exterior of building, underlying land, mailboxes, signage or other improvements of the property by Lessee's actions or negligence; or that of Lessee's employees, customers or invitees. If a locksmith is used to rekey a lock a copy must be provided to Lessor within one (1) day of occurrence to guarantee continuous right of entry. Any damage must be reported to Lessor immediately, and repaired within thirty (30) days of said damage occurring by a professional contractor and to the Lessor's satisfaction. If damage has not been repaired within 30 days or not to Lessor's satisfaction of back to original condition, Lessor will hire a contractor to make the repairs and the cost of such, plus a thirty dollar (\$30) service fee for Lessor's time coordinating such, shall be fully billable to the Lessee for immediate payment within 10 days of invoice. If Premises has Shared Access Common Areas, as are detailed in Section 5 of this lease, then Lessee also agrees to have the same Repair and Maintenance responsibilities noted herein for those areas as well. Lessee and other tenants with use of these Shared Common areas are both collectively and individually responsible for their being maintained, repaired, kept sanitary, regularly cleaned, and kept uncluttered and in no way blocked, ensuring free and safe ingress and egress for all tenants and their customers or invitees whom should have shared access, and Lessor and Agent. Also Lessee shall not black-out or block any windows, specifically which alter the exterior appearance of the building or which create fire escape hazards, without prior Lessor Approval.
- g. Electrical & Wiring Standards.** Lessee acknowledges that the demised premises are designed to provide "standard office use" electrical supply and lighting. Lessee shall not use any equipment or devices that utilize excessive electrical energy, or that may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants or lessees. If Lessee should desire or need upgraded, or new outlet locations, or new equipment installed for electrical, telephone, cable, security system or other wiring or utilities, they must first request written permission from Lessor to improve said. If approved Lessee may, at their sole cost, make improvements using licensed, certified contractors; all required permits must be obtained; work done to applicable code and safety regulations; and the end result must be approved by Lessor to their satisfaction. If a security system or other service previously exists Lessee may at their option start service using the existing equipment, however if they desire new equipment or to replace old with new this is considered an Alteration as detailed herein.
- h. Signage.** Lessee shall not place or permit to be placed or maintained in or on any portion of the Building outside the Premises, including, but not limited to, any exterior doors, walls, windows, roof, parking lot, grass, or anywhere else on the land, building or property any sign, awning or canopy or other political or advertising matter, and shall not place or permit to be placed or maintained any decorations, lettering, or advertising matter on the interior of the glass of any window or door of the Premises, Common Areas, or Building without the prior written approval and consent of the Lessor.
- i. Lessee may make a request to Lessor for a sign if space is available or for door lettering (vinyl glass decals) by submitting the request in writing along with a sketch and/or specifics including logo, copy, colors and size of what they are requesting. A final, full color proof provided by supplier of exactly what will be made will be required before final approval and Lessor may disapprove an installation that does not match the proof or otherwise was installed improperly. All signage must be purchased and installed, at Lessee's Expense, from Lessor's specified contractor, and the sign must be made to Lessor's specifications of size, materials, design and colors so that it coordinates with the other existing or planned future signage and overall building appearance standards of Lessor. Exterior signage is NOT a right of this lease and is only allowed with the special approval of the Lessor and availability of space; the Lessor may refuse a signage request for any reason, and may choose to remove previously approved

signage temporarily or permanently at any time for any reason.

- ii. If a Lessee is allowed to or has already previously been allowed to install a sign then they are required to maintain the sign in good condition and high quality appearance, having sign repaired or replaced as necessary to keep it in good appearance and structural condition, or whenever deemed necessary by Lessor. If Lessor decides to improve or replace signage structures or other signs at any point they may also require Lessee to pay for new signage to be created for their business if they wish to continue to have signage up, if Lessee does not want to purchase new signage at that time then they acknowledge that they will simply no longer have a sign from that point forward.

8. Rights Reserved to Lessor. Lessor shall have the following rights:

- a. **Entrance.** To inspect the Premises, Common Areas, Building and Grounds at all reasonable times; and to show them, or allow Lessor's Realtor or Agent to show them to potential purchasers of the Building at any time, or to show them to potential new tenants, after Lessee gives notice of intended vacation or within ninety (90) days of expiration of the Term; and to enter the Premises, Common Areas and Shared Common areas at any reasonable time for Lessor, their contractor, or Agent to make repairs, additions, improvements or alterations as it may deem necessary for the safety, improvement, renovation, maintenance, or preservation of the Building and grounds. Lessor also may place "For Rent" or "For Sale" signs on the Premises windows or doors among other places. If Lessee uses a security system they must provide the arm/disarm pass-code, any safe words, and contact information for the monitoring service to Lessor within one (1) day of install and any subsequent change to any of these. If Lessee should need to use a locksmith, or otherwise replace or rekey a keyed door lock they must provide a copy of such new key to Lessor within one (1) day of such change. Lessees shall not use any locks for which Lessor is not provided a copy of the key and shall not apply locks to any door, window or access point that did not already have a lock or has been prior approved in writing by Lessor.
- b. **Fixtures and Improvements.** On termination of this Lease, to retain any improvements to the Premises, including but not limited to, any equipment or cabinet work furnished by Lessor, and to retain bookcases, special cabinet work or fixtures which are attached to the Premises except fixtures attached by Lessee which can be removed without material damage to the Premises, specifically not leaving larger than a pencil head sized hole in drywall, provided Lessee is not in default hereunder, and Lessee shall, upon removal promptly (and in any event within ten (10) days after removal) repair any damage. All fixtures, additions, improvements, alterations, installations, and equipment not removed by Lessee within ten (10) days after Termination of this Lease, shall become the property of Lessor, and may be disposed of by Lessor without any liability to Lessee. If Lessor elects otherwise, Lessee, at its expense, shall remove such items and repair and restore damage to the Premises and the Building. Lessee is responsible to repair any damage they or their invitees cause to any part of Building or Land including move in or out damage to door frames or parking lot truck damage.
- c. **Common Areas.** Lessee acknowledges that Lessor has the right at any time to change, alter, move points of entry, temporarily close, block or detour access to (such as during maintenance), or otherwise alter, the Common Areas, Shared Common Areas, Common Parking, Building, Underlying Land or other improvements and agrees that no such change or alteration shall affect Lessee's obligations hereunder nor shall Lessor be liable or responsible to Lessee in any way, including for any compensation for lost use or any inconvenience.
- d. **Right to Cure.** All costs, charges, adjustments, and expenses which Lessee is obligated to pay under this Lease (including but not limited to amounts payable in order to release liens, repair and damage invoices, or late fees) shall be collectible in the same manner as the Rent and, in the event of nonpayment, Lessor shall have the same rights and remedies provided for in the case of nonpayment of Rent. If Lessee fails to make any payment which it is required to make to another in conjunction with the Premises (other than the payment of Rent), or shall default in performing any of its obligations under this Lease, Lessor, at its option, at any time after ten (10) days' notice to Lessee, may (but shall not be obligated to do so) make such payment, expending such sums as may be necessary to perform or satisfy any such obligation of Lessee. All sums so expensed by Lessor, together with interest at the lesser of a per annum rate of two percent (2%) over the prime rate then in effect at Fifth Third Bank, N.A or the maximum rate allowable by law, from the date of such expenditure, shall be deemed additional

Rent, and shall be repaid by Lessee to Lessor on demand; but no such payment, act or expenditure by Lessor shall be deemed a waiver of Lessee's default nor shall it affect any other remedy of Lessor by reason of such default.

- e. **Repairs and Improvements.** At any time or times, with or without notice, Lessor either voluntarily or pursuant to governmental requirement, may make repairs, alterations, maintenance or service, or make improvements in, or to the Building, Premises, Common Areas, Land Improvements (signage, mailboxes and other) or other Buildings on the Underlying Land or the land itself, or any part of such, and during such repairs and improvements may close entrances, doors, windows, corridors, driveways, portions of or entire parking lots or other facilities temporarily or permanent including entirely closing access to the Premises for a short period of time such as a few days during the completion of work.

9. Rights of the Parties in the Event of Eminent Domain or Casualty.

- a. **Eminent Domain.** If the Premises, or any part thereof or any estate therein, or any other part of the Building materially affecting Lessee's use of the demised premises as determined by Lessor, shall be taken by eminent domain by any public or quasi public body, this lease shall terminate on the date when title vests pursuant to such taking. The Rent, and any additional Rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessor is not liable to Lessee in any way for any costs or damages and Lessee shall not be entitled to any part of the award given to Lessor for such taking or any payment in lieu thereof, but Lessee may file a claim with the public authority for the moving and relocation costs of equipment or property of Lessee.
- b. **Casualty, Partial or Total Destruction of Premises.** Lessee shall give Lessor immediate notice in case of fire, water leak, or other damage or casualty to the demised premises, or any part thereof. In the event of partial destruction of the demised premises during the term hereof, from any cause, this lease shall not be terminated during repairs, provided that such repairs can be made within one hundred twenty (120) days under existing governmental laws and regulations, however Lessee shall be entitled to a proportionate reduction of rent, equivalent to the portion of their Premises that are deemed unusable, while such repairs are being made. If such repairs cannot be made within said one hundred twenty (120) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to any extent Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the demised premises may be situated shall terminate this lease.

10. Indemnity, Liability, Property Damage

- a. **Indemnification of Lessor.** Lessee shall indemnify and hold harmless Lessor, Agent, and Owners against any claims arising from Lessee's use of the Premises or from any work or thing done by or on behalf of Lessee in or about the Premises, Building or Land, and will further indemnify and hold Lessor, Agent and Owners harmless against any and all claims arising from any breach or default in the performance of any of Lessee's obligations under this Lease or arising from any act or negligence of Lessee, its agents, contractors, employees, invitees, and licensees, and from and against all costs, counsel fees, expenses, and liabilities incurred in connection with any such claim.
- b. **Insurance.** Lessee, at its own expense, shall maintain throughout the Term plate glass AND public liability insurance on the Premises and Common Areas, including bodily injury and property damage, insuring Lessee and Lessor AND Agent as additional insured and, if Lessor elects, any Owner and/or Lessee of the land upon which the Building is located, as additional insured, with terms and companies satisfactory to Lessor and minimum limits of not less than \$1,000,000.00 for personal injury or death arising out of any one occurrence and not less than \$1,000,000.00 for damage to property arising out of any one occurrence. Lessee shall also carry insurance against fire and such other risks as are from time to time included in standard extended coverage insurance, including vandalism and malicious mischief endorsements, insuring the full replacement cost of all leasehold improvements paid for by Lessee, and all wall coverings, carpeting, furnishings, equipment and other items regardless of whether such items will constitute fixtures and be surrendered to Lessor upon expiration of the Term. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor AND Agent listed as

"Additional Insureds". The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage and with a fifteen-day notice prior to expiration. If the demised premises or any other part of the building is damaged by fire or other casualty resulting from any act of negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair.

c. Loss or Damages to Lessee or Personal Property. Lessee agrees that, to the extent permitted by law, Lessor, its Agent, its owners, and employees shall NOT be liable for any damage or injury to Lessee, its employees, invitees, or any other person, or to any property, occurring on the demised premises, Common Areas, Building, Premises, or underlying land/property, or any part thereof. All personal property of Lessee, its employees, agents, invitees, or customers placed in or about the Building, or Underlying Land shall be at Lessee's sole risk. Lessee agrees that it must only look to its own insurance for any compensation for any loss or damages. Lessor, its Agent and Owners shall not be held liable for, but not limited to, loss of use, damages or theft of property, injury, misappropriation, any damage or injury due to explosion, fire, water, rain, snow, ice, frost, steam, gas, electricity, heat, cold, dampness, mold, falling plaster or ceiling tiles, insect or rodent infestation, sewage, odors, noise, leaks from any part of the Building or the roof, the bursting or leaking of pipes, plumbing, electrical wiring and equipment and fixtures of all kinds, or any act or neglect of other tenants or occupants of the Building or of any other person or from any other cause whatsoever nor shall Lessor be liable for any latent defect in the Premises or in the Building, Land or Common Areas. Lessee shall give immediate notice to Lessor in case of fire or accident in the Premises or any defects, damage or injury in the premises or in any fixtures or equipment. Further Lessee agrees that it cannot hold Lessor, its Agent or Owners, nor another tenant or occupant liable for the use of or failures of any security system or cameras used on or around the Building, or on the Property, installed or maintained by Lessor or another tenant or occupant, and Lessee shall not have access to or use of such systems.

11. Waiver of Subrogation. Notwithstanding any other provisions of this Lease, Lessor shall not be liable for loss or damage to Lessee's work or any fixtures, furnishings, leasehold improvements or personal property located or found in the Premises caused by fire, or other perils usually covered by a standard policy of fire and extended coverage insurance including vandalism and malicious mischief endorsements, and Lessee waives all rights of subrogation against Lessor, Agent or its Owners with respect to such perils. Notwithstanding any other provisions of this Lease, Lessee shall not be liable for loss or damage to the Building caused by fire or other perils usually covered by a standard policy of fire and extended coverage insurance, including vandalism and malicious mischief endorsements, and Lessor waives all rights of subrogation against Lessee with respect to such perils.

12. Subordination. This Lease and all of Lessee's rights under this Lease are subject and subordinate to all other underlying leases, trust indentures and mortgage (collectively "Mortgage") placed on or affecting the Building and/or the land on which the Building is located and all renewals, modifications, consolidations, replacements, substitutions, additions, and extensions, of any such mortgage and any Mortgage now or hereafter affecting the Building or land interest therein. In confirmation of such subordination, Lessee shall execute and deliver promptly any subordination agreement that Lessor may request. In the event any proceedings are brought for the foreclosure of any Mortgage or the termination of the Lease or any other underlying lease, Lessee shall, upon request, attorn to the purchaser or transferee upon foreclosure, and/or the holder of this reversion under the Lease or any other such underlying lease, and recognize such purchaser, transferee, or holder as the Lessor under this Lease to the same extent and effect as the original Lessor. Lessee agrees to execute and deliver upon the request of lessor or any such purchaser, transferee or holder, any instrument necessary or desirable to evidence such attornment. Lessee waives any right which it may have by law to terminate this Lease or to surrender possession of the Premises by reason of any such foreclosure proceeding or termination of the Lease or any other underlying Lease.

13. Estoppel Certificate. Upon the commencement of this Lease and at any time upon the request of Lessor, or any owner, transferee, or purchaser at foreclosure of the Building, or any holder or potential holder of a Mortgage, Lessee will execute estoppel certificates addressed to such person(s), certifying as to such fact (if true) and agreeing to such notice provisions and other matters, as such person(s) may reasonably require with respect to the status of this Lease.

14. Assignment and Subletting Prohibited. Lessee shall not (i) assign, mortgage or encumber this Lease or any interest under this Lease; (ii) permit any assignment of this Lease by operation of law; (iii) further sublet all or any portion of the Premises; or (iv) permit the use of the Premises, Building or Land by any parties other than Lessee, its agents and employees, except by prior written approval and consent of Lessor. For purposes of this Lease any change in control of Lessee by merger, consolidation, sale of assets, death, or other means transferring ownership or any part thereof and control of Lessee or its business, shall be deemed an Assignment of the Lease. Lessor shall NOT be bound by any sale, assignment, mortgage, or transfer of control of Lessee which is not in compliance with the provisions of this Lease.

15. Liens. If, because of any act or omission of Lessee or anyone claiming through or under Lessee, any mechanic's or other lien or order for the payment of money is filed against the Premises, the Building, the Common Areas or underlying Land, Lessor's leasehold estate therein (whether or not such lien or order is valid or enforceable as such) Lessee shall, at Lessee's sole expense, cause the same to be canceled and discharged of record within sixty (60) days after the date of filing, and shall also indemnify and hold harmless Lessor against any and all cost, expenses, claims, losses or damages, including reasonable counsel fees, resulting from such lien or Lessee's failure to release the same.

16. Utilities & Services Not Provided by Lessor. Only those services and utilities detailed in this Lease as Lessor Provided are included in the Rent. All other service or utility expenses are NOT provided by Lessor, these include, but are not limited to, monthly service fees, installation, wiring, and equipment costs related to phone, internet, cable, security monitoring and any others. Billing must be established in the name of Lessee only, and Lessee shall be solely responsible for the expenses thereof and liable for on time payment of such utility or service bills. Any NEW installation of wiring or equipment is considered an Alteration and must be pre-approved in writing by Lessor per Alterations section of this Lease.

17. Common Parking. During the term of this lease, Lessee shall have the nonexclusive use in common with Lessor, and other tenants or lessees of the building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and foot ways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor reserves the right to designate parking areas within the property or in a reasonable proximity thereto, for specific tenant's use, for Lessee or Lessee's agents and employees. Lessee shall provide Lessor with a list of all license numbers for the vehicles owned or used by Lessee, its agents and employees. Lessee may not have more than 3 (three) vehicles in the upper parking lot at any one time. Lessee also agrees NEVER to park, and by their best efforts prevent visitors from parking, on grass, blocking driveways, blocking dumpsters or in adjacent businesses' parking lots which are private property and for which neither Lessor or Lessee have usage rights. Complaints from adjacent businesses' are the sole responsibility of Lessee. Lessee also agrees that they are NOT permitted to park any trailers on the property at any time, nor heavy trucks (anything larger than a standard passenger pickup truck). Lessee agrees that they are NOT allowed to park vehicles for more than 24 consecutive hours, no long term or storage parking is allowed, and no vehicles or other items are ever allowed to be parked with "for sale" signs or for the intention of sale near the road or anywhere on the property, vehicles placed for sale, storage, or otherwise unauthorized use can and will be towed at the expense of owner.

18. Defaults and Remedies

- a. Defaults.** Each of the following shall be deemed a default by Lease;
- i. Failure to pay the Rent as herein provided, when due
 - ii. Failure to make additional payments provided for in this Lease when due;
 - iii. Failure to perform any act to be performed by Lessee hereunder this Lease or comply with any condition or covenant herein within thirty (30) days after notice thereof by Lessor to Lessee; or
 - iv. The abandonment or vacation of the Premises by Lessee or its adjudication as bankrupt; the making by Lessee of a general assignment for the benefit of creditors by or against Lessee; Lessee's taking the benefit of any insolvency action or law; the appointment of a temporary receiver for this Lessee or its assets if such temporary receiver have not been vacated or set aside within thirty (30) days from the date such appointment the initiation of any arrangement of similar proceeding for the benefit of creditors by or against Lessee; termination of Lessee's existence, whether by dissolution, agreement, death or otherwise, as the case may be.

- b. **Right of Re-Entry.** If any such default shall have occurred and continued after the expiration of the applicable grace period, Lessor may re-enter and take complete and peaceful possession of the Premises, and, with or without process of law, remove all persons by force or otherwise without being liable in damages for such removal. In such event Lessee shall remain liable to Lessor for all losses and damages sustained by reason of such default.
- c. **Damages Upon Termination.** In the event of any such default and termination of this lease by Lessor, Lessor shall be entitled to recover from Lessee(s) (i) all Rent and Additional Rent and charges accruing up to the time of such termination, (ii) all physical damages to the Building or the Premises or, Common Areas or underlying Land, or other damages as a result of Lessee's defaults and (iii) liquidated damages equal to the rent reserved for the balance of the Term of this Lease less an amount Lessor is able to receive in rental from a new tenant for a portion of the original Term.
- d. **Remedies in Lieu of Termination.** At the option of the Lessor and in lieu of termination of this Lease as above provided, Lessor may re-enter the Premises and as the agent of Lessee remove all persons and any property of Lessee, and may sublet or re-let all or any part of the Premises from time to time for any unexpired part of the then current Term, and Lessor may collect the rents, applying the same first to the payment of expenses of such re-entry and re-letting the Premises (including, but not limited to, attorneys fees, brokerage fees, expenses for repairing or restoring the Premises, and expenses for redecoration, alterations and other cost in connection with preparing the Premises for new tenants), and then to the payment of the Rent and additional charges due or to become due under this Lease, and Lessee agrees to pay any an all deficiencies each month as the same become due. No such re-entry shall release Lessee from its covenants to pay the Rent and other charges provided for in this Lease, and expect insofar as this is inconsistent with any provision of this Lease, no right or remedy, and each and every right shall be cumulative and in addition to any other right or remedy given under this subsequent month by a similar proceeding. Lessor shall in no event be liable in any way for failure to re-let the Premises, or in the event the Premises are re-let, for the failure to collect the Rent under such re-letting. Lessee expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessor obtaining possession of the Premises, by reason of the violation by Lessee of any of the covenants and conditions of this Lease, or otherwise.
- e. **Attorney's Fees.** In the event Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease, and Lessor places the enforcement of this Lease, or the collection of any rent due or to become due or recovery of possession of the Premises in the hands of an attorney, or files suit upon the same, Lessee agrees to pay Lessor all reasonable attorney's fees incurred by Lessor.
- f. **Condition to Lessor's Liability.** Lessee shall not be entitled to claim a constructive eviction from the Premises unless Lessee shall have first notified Lessor of the condition or conditions giving rise to such claim, and, if complaints are justified, Lessor shall have filed within a reasonable time, after receipt of such notice, a response with plans to remedy such conditions.

19. Holdover at end of Term. Lessee must and agrees that they will completely vacate the premises by the last day of the Term unless either 1) a new renewal Lease has been signed, or 2) Lessor agrees and consents to Lessee holding over on a month to month basis. Should Lessor allow continued possession of the premises by Lessee such holding over shall be construed as tenancy from month to month only, and such monthly tenancy shall be subject to all the covenants, conditions, and terms of this Lease agreement and shall require a monthly Rent payment equal to the monthly installments provided for in this Lease plus any other payments due to Lessor pursuant to this Lease, unless otherwise changed by thirty (30) days written notice from Lessor. During a hold over period, upon notice from Lessor, Lessee must yield to Lessor and vacate the premises by the end of any given month in which Lessor has provided such notice.

20. Rights Reserved by Lessor. Without abatement or diminution in rent, and in addition to any other rights reserved in this Lease, Lessor reserves the following rights:

- a. **Overtime Charges.** To charge Lessee any expense including overtime cost incurred by Lessor in the event that a repairs, alterations, decorating or other work in the Premises are made or done after ordinary business hours due to Lessee's request.
- b. **Right to Relocate Lessee.** During the Term of this Lease, upon at least thirty (30) days prior written

notice to Lessee, Lessor may relocate Lessee and substitute for the Premises described herein other space in the Building containing at least as many square feet as the Premises. Such substitute of space shall be improved by Lessor if necessary to make it equal in quality to the Premises. Lessor shall pay all reasonable expenses incurred by Lessee in connection with such relocation, including moving, signage changes, telephone relocation and reasonable quantities of new pre-printed stationary if such was previously being used with the old suite number. Upon completion of the relocation, Lessor shall execute a new lease to change the description of the Premises and any other matters pertinent thereto.

- 21. Attorney's Fees.** In case suit should be brought for recovery of the demised premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the demised premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
- 22. NO Waiver.** No failure of Lessor to enforce any term hereof or other building rules established from time to time shall be deemed to be a waiver, nor imply a further waiver for future same or similar conditions and nothing contained in this Lease nor any acts of the Lessor or Agent, except a written waiver signed by Lessor, shall be construed to be a waiver of any condition, covenant or rule to be performed under this Lease. Further No failure of Lessor to enforce upon other building tenants any term hereof or other building rules shall be deemed a waiver or prevent Lessor from enforcing the same upon Lessee.
- 23. Notices.** Any notice required or permitted to be given to a party under the provisions of this Lease shall be in writing and shall be deemed to be given if personally given or if mailed by certified or registered United States mail, postage prepaid, addressed, if to Lessor: Brick Street Properties, LLC, on behalf of Red Bird Family LLC, 423 Wards Corner Rd, Suite F, Loveland OH 45140; and to Lessee: Thomas M Ney Co., 423 Wards Corner Rd, Suite C, Loveland OH 45140. Either party may from time to time change its notice address by giving notice of this to the other party in accordance with the provisions of this section.
- 24. Rules and Regulations.** Lessee's employees, agents, invitees and licensees shall observe and comply with the Rules and Regulations, and such other and further reasonable Rules and Regulations as Lessor, or its Agents may, after thirty (30) day advance notice to Lessee, from time to time adopt in the future. In the event of any inconsistencies, the provisions of this Lease shall override the Rules and Regulations.
- 25. No Representation by Lessor.** Lessor and Lessor's Agent have made NO representations or promises with respect to the Building or Premises except as herein expressly set forth.
- 26. Radon Gas Disclosure.** As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Ohio. Lessor is not aware if Radon Gas exists in the Demised Premises. Additional information regarding radon gas and radon testing may be obtained from your county public health unit.
- 27. Option to Renew.** Provided that Lessee is not in default in the performance of this lease, Lessee may request an additional term commencing at the expiration date of the initial lease Term. Lessee must notify Lessor of their desire and commitment to renew, at least one hundred twenty (120) days prior to the end of the initial term to take advantage of this option, failure to provide written notice before this deadline, of Lessee's desire to execute the option, will void the option. At that time and up to the Term expiration date, Lessor will have the right to decide if the Premises will even continue being offered for rent or if Lessor is going to take the Premises out of service to renovate, or otherwise to use for its own business or other purposes. If Lessor decides and is going to continue to rent the Premises to the general public, then Lessor will grant Lessee the option to sign a new lease for an additional period equal to the original term, or longer up to 3 years, commencing upon the expiration of the Term of this Lease upon the terms and conditions contained herein. The terms and conditions of this new lease shall be basically the same as those contained in this Lease, except that the Rent Rate shall be changed by the Lessor to a rate that is the same or similar to the Rent rates then at that time or the previous 3 months being quoted by Lessors for other space in the area similar to the Premises. Lessee and Lessor shall then execute a new lease reflecting such terms upon Lessee's exercise of its right under this section, and will be upon the Lessor's form lease.

- 28. Sale of Demised Premises.** Lessor shall have the right to sell the Building or Land containing the Premises at any time during this lease and as such may place "for sale" signs upon the demised premises at any time. Lessor may also permit any prospective purchasers to inspect the demised premises, escorted by Lessor, Lessor's Agent, or Lessor's Real Estate Agent at any time. Any sale of said demised premises would transfer (assign) this lease and the Lessor's rights thereof to the new owner with which the Lessee's obligations under this lease would continue. Upon sale or other transfer of ownership of the Building the new owner shall have the right and option to either (i) continue the Term of this lease with the same Lessee rights and obligations or (ii) to terminate this Lease agreement and demand vacation of Lessee by providing a sixty (60) day written notice to Lessee in advance of such termination date.
- 29. Successors & Assigns.** The terms, covenants and conditions contained in the Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns, subject however, to the provisions of this Lease.
- 30. Severability.** If any term or condition of this Lease or its application to a person or circumstance shall to any extent be in violation of or unenforceable under any law, rule, regulation or order (including any court order) now existing or hereafter enacted by any governmental entity having jurisdiction, this Lease, or the application of such term or condition to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected, and shall be enforceable to the extent permitted by law.
- 31. Notice of Change.** Any notice of change allowed under the terms of this lease from Lessor to Lessee or Lessee to Lessor shall be given in writing thirty (30) days prior to the effective date of the change.
- 32. Broker.** As part of the consideration for the granting of this Lease, Lessee represents and warrants to Lessor that no broker negotiated or was instrumental in negotiating the consummation of this Lease.
- 33. Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a written agreement signed by both parties.
- 34. Paragraph Headings.** The paragraph headings are for convenience only and in no way define, limit or describe the scope or intent of this Lease.
- 35. Choice of Law.** This lease shall be governed by the laws of the State of Ohio, and all disputes shall be subject to the jurisdiction of the Courts of Clermont County, Ohio.

IN WITNESS WHEREOF, Lessor and Lessee have executed duplicate copies of this Lease for the Premises as described on page 1, on _____, 201__.

Signed & acknowledged in the presence of:

Witness: _____
(not required)

Lessor: _____
Justin Greiwe – Managing Member
For and on Behalf of Red Bird Family, LLC.

Witness: _____
(not required)

Lessee: _____
_____, its _____
For & on Behalf of _____
Lessee Tax Id #: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__
By _____ of _____.

Notary Public

Additional Lessee Guarantor -

If the above listed Lessee (business) should in anyway breach the terms of this agreement I as an officer of the business personally & individually guarantee the performance of this agreement

Signature Personal Guarantor: _____ Printed Name: _____

Business Title: _____ SS #: _____

Home Address: _____

NOTICE: State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person in your state. Contact your local county real estate board for additional forms that may be required to meet your specific needs.

End of Agreement

Initials _____