

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE is executed this ____ day of _____, 2017 (which represents the date the Property is transferred from Tenant to Landlord as described below, the "Effective Date"), by and between _____ ("Landlord"), whose address is _____, and _____ ("Tenant"), whose address is 4977 Northcutt Place, Dayton, Ohio 45414, with reference to the following:

- A. As of the Effective Date, Landlord purchased from Tenant, and Tenant conveyed to Landlord, the Property (as defined below).
- B. Tenant will retain possession and occupancy of the Premises (as defined below) after the Effective Date through the Expiration Date (as defined below) pursuant to the terms and conditions of this Lease.

NOW THEREFORE, the parties hereby agree as follows:

1. **GRANT.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, approximately 26,100 square feet (the "Premises"), being 100% of the building known as 4977 Northcutt Place, Dayton, Ohio 45414, located on the land legally described in Exhibit A attached hereto and made a part hereof (the building and the land are referred to herein as the "Property"). Tenant shall have the right to park in any parking areas on the Property, as well as access through and use of the remaining portions of the Property as common areas.

2. **TERM.** This lease shall commence on the Effective Date ("Commencement Date") and end on August __, 2018 (the "Expiration Date"), unless extended as provided herein (the "Term"). Tenant may extend the Term for up to four (4) successive periods of ninety (90) days each (each a "Renewal Period") by delivering written notice of such extension to Landlord at least thirty days prior to the expiration of the then current initial Term or Renewal Period, as applicable.

3. **RENT.**

A. Commencing on the Commencement Date, Tenant shall pay to Landlord as "Base Rent" for the Premises during the Term to the address of _____, or as directed from time to time by Landlord's notice, the annual sum of \$78,300.00 payable in advance in equal monthly payments of \$6,525.00 promptly on the first day of every calendar month of the Term, without demand, the same being hereby waived and without any set-off or deduction whatsoever. The first Base Rent payment shall be due and payable on the Commencement Date. In the event the Commencement Date falls on a day other than the first day of a calendar month, the Base Rent payment shall be prorated for the partial month at the beginning of the Term. The Base Rent referred to herein is based on 26,100 rentable square feet at \$3 per square foot. In addition to such Base Rent, as additional rent hereunder, Tenant shall pay any and all excise, privilege or sales tax, assessments, levy, imposition or charge now or hereafter levied on the rental or the receipt thereof, except Landlord's income tax, regardless of whether any such tax or other charge is identified under the law authorizing same as a tax against the Tenant or the Landlord.

B. In addition to the Base Rent specified in subparagraph A above, Tenant agrees to pay the Taxes and Operating Expenses in the manner and at the times hereafter set forth. Certain terms are defined as follows:

1) "Taxes" shall mean all real estate taxes and installments of assessments which are levied or assessed (on an accrual basis) during the Term against the Property and any taxes which shall be levied in lieu of any such taxes. Nothing herein contained shall be construed to include as Taxes any inheritance, estate, succession, transfer, gift, franchise, corporation, net income or profit tax or capital levy that is or may be imposed upon the Landlord.

2) "Operating Expenses" shall mean all direct and reasonable costs of operating the building as Tenant paid during its ownership (e.g. insurance, snow removal,

lawn care, utilities, interior maintenance, cleaning/janitorial, telephone/data services, etc.), except expenses excluded by Section 7.

The amount of Taxes to be paid to Landlord shall be based upon the most current tax bills available, with Tenant paying to Landlord in monthly installments at the time Tenant pays Base Rent 1/12 of the annual Tax amount reflected in the currently available tax bills. Landlord shall be responsible for paying the applicable taxing authority at such time that such Taxes are due and payable. Tenant shall contract directly with service providers in connection with the operation of the Property. All Operating Expenses shall be paid by Tenant directly to such service providers. Tenant shall not be responsible for any capital repairs or improvements.

4. **QUIET ENJOYMENT.** So long as Tenant shall observe and perform the covenants and agreements binding on it hereunder, Tenant shall, at all times during the Term, peacefully and quietly have and enjoy possession of the Premises without any hindrance by Landlord or any person claiming under Landlord, subject, however, to the terms and conditions of this Lease.

5. **CERTAIN RIGHTS RESERVED TO LANDLORD.** Landlord hereby reserves the following rights: (a) approval of any improvements performed in the Premises, (b) to have pass keys to the Premises; (c) at any time in the event of an emergency, and otherwise at reasonable times upon twenty-four hour prior notice, to access the Premises to take any and all measures, including inspections, repairs, alterations, additions and improvements to the Premises or to the building, as may be necessary or desirable for the safety, protection or preservation of the Premises or the Property, or as may be necessary in order to comply with all laws, orders and requirements of any governmental or other authority; provided, however, that Landlord shall not unreasonably interfere with Tenant's business operations or use of the Premises; and (d) during the last ninety (90) days of the Term (including any Renewal Periods), Landlord may show the Premises to prospective tenants; provided, however, that Landlord shall not unreasonably interfere with Tenant's business operations or use of the Premises.

6. **INSURANCE/RELEASE/WAIVER OF SUBROGATION.**

A. Tenant agrees that from and after the Commencement Date and continuing throughout the Term hereof, Tenant shall continue to carry and maintain, at its sole cost and expense, the following types of insurance and in the amounts specified and in the form herein-after provided:

1) Commercial General Liability Insurance covering the Premises and Tenant's use thereof against claims for personal injury or death and property damage occurring upon, in or about the Premises. Such insurance shall have a combined single limit on an occurrence basis of not less than One Million Dollars (\$1,000,000.00) for personal injury, death and/or property damage.

2) "Special Risk" Property Insurance covering Tenant's trade fixtures and personal property from time to time in, on or about the Premises. Such insurance shall be in an amount at least equal to ninety percent (90%) of the replacement cost of the insured property; shall provide protection against perils that are covered under standard insurance industry forms of "Special Risk" property insurance; and must include insurance against sprinkler leakage, vandalism, malicious mischief, earthquake and flood.

3) "Special Risk" Property Insurance coverage covering the Building (including exterior walls, leasehold improvements, downspouts, gutters and roof and excluding all fixtures and property required to be insured by Tenant pursuant to Subsection 6.A(2) above in an amount not less than one hundred percent (100%) of full replacement cost providing protection against perils that are covered under standard insurance industry practices within the classification of "Special Risk" property insurance to include insurance against sprinkler damage, vandalism, malicious mischief, earthquake and flood.

All policies of insurance provided for in this Subsection 6.A. shall be issued in form reasonably acceptable to Landlord by insurance companies reasonably acceptable to Landlord and qualified to do business in Ohio. Landlord shall be additional insured on the policy described in

Subsection 6.A(1) above and a certificate thereof shall be delivered to Landlord within fifteen (15) days after delivery of possession of the Premises to Tenant and thereafter within fifteen (15) days prior to the expiration of the policy; and shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right to self-insure the property described in Subsection 6.A(2) and/or provide required coverages under Subsections 6.A(1) and 6.A(2) on a blanket policy with other locations.

The cost of maintaining the insurance coverage referred to in this Subsection 6.A. shall be part of Operating Expenses and paid by Tenant directly to the applicable insurance provider.

B. All personal property belonging to Tenant or any occupant of the Premises that is in or on any part of the Property shall be there at the risk of Tenant or of such other person only, and Landlord, its agents and employees, shall not be liable for any damage thereto or for the theft or misappropriation thereof, unless caused by the gross negligence or willful misconduct of Landlord. Neither landlord nor its agents or employees shall be liable for any damage or loss to fixtures, equipment, merchandise or other personal property of Tenant located anywhere in or on the Premises caused by theft, fire, water, explosion, sewer backup or any other insurable hazards, and Tenant does hereby expressly release Landlord, its agents and employees of and from any and all liability for such damages or loss; except to the extent caused by the gross negligence or willful misconduct of Landlord. Neither Landlord nor its agents or employees shall be liable for any damage or loss resulting from business interruption at the Premises arising out of or incident to the occurrence of any of the perils which can be covered by a "Special Risk" business interruption policy, and Tenant does hereby expressly release Landlord, its agents and employees of and from any and all liability for such damage or loss.

C. Each party hereby waives its rights against the other with respect to losses required to be insured against by such party under this Section 6. The policies required to be carried under this Section 6 shall provide for waivers of any right of subrogation that the insurer of such party may acquire against the other party hereto with respect to any such losses.

7. MAINTENANCE AND REPAIRS. Tenant, at its expense, shall make all necessary repairs and perform all necessary maintenance in order to keep the Building and Property in the condition required by Section 16; provided, however, that in the event a capital repair or capital improvement is needed to the Building or Property, Landlord, at its expense and not subject to reimbursement as an Operating Expense, shall promptly undertake such capital repair or capital improvement (or, at Tenant's option, Tenant shall undertake such capital repair or capital improvement and Landlord shall reimburse Tenant for the reasonable cost thereof). By way of example and not limitation, capital repairs and capital improvements shall include such things any repair or replacement of the roof, major repairs or reconstruction of structural portions of the Building, the replacement of the Building's HVAC, plumbing, electrical or mechanical systems, fixtures or equipment (or major component parts thereof), major repairs or replacements of utility lines located outside the Building which provide utility service to the Building, and repairs and replacements required in order to cause the Building or Property to comply with applicable laws (unless such repairs or replacements are required solely as a result of Tenant's use of the Property).

8. LIMITATION OF LANDLORD'S LIABILITY. If Landlord fails to perform any of its obligations under this Lease, and, as a consequence of this default, Tenant recovers a money judgment against Landlord, that judgment may be satisfied only out of the proceeds of sale received upon execution of the judgment against the right, title and interest of Landlord in the Property, and neither Landlord nor any of the partners, shareholders, officers, directors, or employees of Tenant have the right to levy its execution against any property of Landlord other than its interest in the Property. In the event of the sale or other transfer of Landlord's interest in the Property, Landlord shall be released from all liability and obligations under this Lease accruing after the date of such transfer.

9. INDEMNITIES.

A. Subject to the waiver of subrogation provisions provided for in Section 6 above, Tenant shall indemnify and hold harmless Landlord from any and all costs, expenses (including

reasonable attorney's fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands resulting from injury, illness, or death of any person or the destruction of any property arising out of any negligent or willful act of Tenant, Tenant's employees, agents, invitees, or licensees or out of any condition of the Premises or its use proximately caused or created by Tenant, except to the extent caused by the negligence or intentional misconduct of Landlord. If Landlord pays any sum of money by reason foregoing, then the sum so paid by Landlord, together with costs, damages, and reasonable attorney's fees, shall be considered additional rent due in the month succeeding such payments.

B. Subject to the waiver of subrogation provisions provided for in Section 6 above, Landlord shall indemnify and hold harmless Tenant from and against any and all costs, expenses (including reasonable attorney's fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or governmental authority, arising out of or in any way connected with, and Tenant shall not be liable to Landlord on account of, any material failure by Landlord to comply with any statutes, ordinances, regulations or orders of any governmental authority, or any accident, death or personal injury, or material damage to or loss or theft of property, which shall occur in or about the Premises to the extent occasioned by reason of any negligent or willful act of Landlord, its agents, contractors, licensees, invitees or employees, except to the extent caused by the negligence or intentional misconduct of Tenant.

10. DAMAGE, DESTRUCTION OR CONDEMNATION. Should the Premises be damaged by fire or other casualty, or should all or part of the Premises be taken or condemned by a competent public authority, Landlord, with reasonable promptness, shall make all necessary repairs and alterations to restore the Premises to be fully usable for the Tenant's business. If the Premises are substantially damaged or taken or condemned such that Tenant cannot reasonably conduct its business from the Premises or are rendered wholly untenable, then upon receipt of a request from Tenant, Landlord shall give Tenant written notice ("Landlord's Notice") within thirty (30) days of Tenant's request of Landlord's reasonable estimate of the period required to reconstruct the Premises (which shall be based upon the opinion of Landlord's engineer or architect) and if such period of reconstruction is in excess of 90 days from the date of the casualty, taking or condemnation, Tenant shall have the right to terminate this Lease by notice to Landlord given within thirty (30) days after Landlord's Notice. Further, if Landlord does not substantially complete the repair and restoration of the Premises within 90 days after the date of the casualty, taking or condemnation, Tenant shall have an additional right to cancel and terminate this Lease upon delivery of notice to Landlord delivered not more than thirty (30) days after the expiration of such 90-day period. If the Lease shall be terminated as provided in this Section 9, then all rent and other sums due hereunder from Tenant shall be abated during the unexpired portion of this Lease, effective upon the date of the occurrence of such damage, taking or condemnation. If the Lease shall not be terminated as provided in this Section 9, then the Lease shall remain in full force and effect, and all rent and other sums due hereunder from Tenant shall be equitably abated in proportion to the portion of the Premises that Tenant is not able to use during such period that the Premises is being repaired, or in its entirety until such damage is fully repaired in the event that Tenant is unable to use any portion of the Premises.

11. USE OF PREMISES. The Premises shall be used solely during the term of this Lease and any renewal thereof for general office use. Such use may not violate any laws, federal, state or local, or any regulation of any governmental body having jurisdiction over the Premises. The Tenant shall operate its business in a safe and proper manner, and shall not manufacture, store, display, or maintain any products or materials that will unreasonably endanger the Premises, shall not create a nuisance on the Premises and shall commit no waste. The Tenant shall abide by all police and fire regulations concerning the operation of its business, shall store all trash, rubbish and debris in closed containers. No outside storage of any materials, products, trash or debris shall be allowed.

12. SUCCESSORS AND ASSIGNS. The conditions, covenants and agreements in the Lease shall bind and inure to the benefit of the parties, their successors and assigns. The foregoing notwithstanding the Tenant may sublet the Premises or assign the Lease without prior written consent of the Landlord.

13. MORTGAGES, LEASE SUBORDINATION, NON DISTURBANCE AND ATTORNMENT. This Lease may, at Landlord's election, be subordinated to a mortgage upon

the execution by Tenant of an instrument evidencing such subordination of the Lease and, in addition thereto, an Estoppel Certificate if required by the mortgagee, provided, however, that any such subordination is conditioned upon such subordination instrument containing a "Non-Disturbance Agreement". The term "Non Disturbance Agreement" as used herein shall mean an agreement or provision in any instrument pertaining to the Premises which is binding upon the mortgagee and which contains an acknowledgment of the validity of the Lease by the mortgagee and a provision requiring the mortgagee to provide for the continuation of the Lease and a prohibition against such mortgagee disturbing the Tenant's tenancy and rights as provided in the Lease, so long as Tenant is not in default hereunder and the time allowed to Tenant under this Lease to cure any default has not expired. Tenant hereby agrees to recognize any subsequent owner of the Premises as the Landlord under this Lease the same as if no transfer of ownership had occurred.

14. DEFAULT; REMEDIES

A. Any of the following shall be a "Default" under this Lease: (i) Tenant fails to pay the rent or any other sums payable by Tenant under this Lease, and the failure continues for a period of 10 days after the due date, (ii) Tenant fails to perform any other obligations under this Lease and the failure continues for 30 days after written notice from Landlord, or for a longer period of time if 30 days is not sufficient time to repair, remedy or correct the obligation breached, or (iii) Tenant becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the National Bankruptcy Act or makes an assignment for the benefit of creditors.

B. Upon the occurrence of a Default, Landlord may re-enter the Premises, with or without terminating this Lease. If Landlord at any time terminates this Lease for any default, then, in addition to any other remedy it may have, it may recover from Tenant all damages it may incur by reason of the default, including the cost of recovering the Premises and the value at the time of termination of the excess, if any, of the amount of rent and charges reserved in this Lease for the remainder of the Term over the then reasonable rental value of the Premises for the remainder of the Term, both figures being discounted to present value. Alternatively, Landlord may elect to keep this Lease in effect and recover monthly from Tenant an amount equal to the rent and other charges due less the amount, if any, of any rental which Landlord may receive by reletting the Premises. Landlord shall use commercially reasonable efforts to mitigate any damages from a Default.

C. If Tenant shall fail to make any payment or perform any act required to be made or performed under this Lease, Landlord without waiving or releasing any obligation or default, may (but shall be under no obligation to), at any time, and upon reasonable notice to and opportunity to cure by Tenant, make the payment or perform the act for the account and at the expense of Tenant, and may enter upon the Premises for the purpose and take all action as may be necessary to correct Tenant's breach. No such entry shall be deemed an eviction of Tenant. All sums to paid by Landlord and all costs and expenses (including, but not limited to, actual and reasonable attorneys' fees and expenses) so incurred shall constitute additional rent and shall be paid by Tenant to Landlord on demand.

15. HOLDING OVER. Any holding over after the expiration of the term of this Lease, with the consent of the Landlord, shall be construed as a tenancy from month to month on all the terms and conditions herein specified.

16. TERMINATION. Upon the expiration or other termination of the Lease, the Tenant shall surrender the Premises to the Landlord in good and clean condition and in the condition and repair as such Premises were in at the commencement of this Lease, ordinary wear and tear and Landlord's repair obligations excepted. If Tenant is not in default, Landlord hereby waives its right to claim as real estate any equipment installed or any trade fixtures affixed to the Premises and the same may be removed by the Tenant prior to termination of the Lease, provided Tenant shall repair any damage resulting from the removal.

17. SOLE AGREEMENT. This Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

18. **NOTICES.** Notices required herein will be considered as given forty-eight (48) hours after being sent by registered or certified mail, postage prepaid, to the parties at the following addresses first set forth above. Should the address of either party change, such party shall give written notice to the other of its new address.

The parties have entered into and executed this Lease through their authorized representative as of the date first above written.

LANDLORD:

TENANT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF OHIO)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____, the _____ of
_____, a(n) _____, on
behalf of such _____.

Notary Public

STATE OF OHIO)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____, the _____ of
_____, a(n) _____, on
behalf of such _____.

Notary Public