LEASE EXTENSION

Lessor and Lessee mutually agree to extend a Lease Agreement dated April 1, 1997 between33 West First Partners, Ltd, an Ohio Limited Liability Company, as Landlord, and Valeria Perry-Anderson, as Tenant, for the premises known as 21 West First St, Dayton, Ohio 45402, under the same terms and conditions as the initial Lease, except for the following:

1. The term shall be extended from April 1, 2011 until March 31, 2014.

2. The monthly rental payable under this Lease Extension shall be
$675 per month from April 1, 2011 to March 31, 2012
$875 per month from April 1, 2012 to March 31, 2013
$900 per month from April 1, 2013 to March 31, 2014

IN WITNESS WHEREOF, the Lessor and Lessee have set their hands to duplicates hereof on this 27th day of April, ~~200~~ 2011.

LESSOR: 33 West First Street LLC

By:_____

LESSEE:

By: Valeria Perry
Valeria Perry-~~Anderson~~

STATE OF OHIO, COUNTY OF ~~MONTGOMERY~~ GREENE, SS:

The foregoing instrument was acknowledged before me this 27th day of April 1, 2011, by V Sain, partner (or agent) on behalf of 33 West First Partners, Ltd an Ohio Limited Liability Company

Bruce Lucins

Notary Public BRUCE LUCINS
EXPIRES 9-22-2013

STATE OF OHIO, COUNTY OF ~~MONTGOMERY~~ GREENE, SS:

The foregoing instrument was acknowledged before me this 15th day of April, 2011, by Valeria Perry ~~Anderson.~~

Bruce Lucins

Notary Public BRUCE LUCINS
EXPIRES 9-22-2013

Took 5 Year Renewal
Renewal up 4/30/07

Valeria
222-8551

COPY

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE ("Lease") is executed this 1st day of April by and between 33 West First Partners, Ltd., an Ohio Limited Liability Company (hereinafter "Landlord"), whose address is 33 West First Street, Dayton, Ohio, and Valeria Perry-Anderson (hereinafter "Tenant"), whose address is 21 West First Street, Dayton, Ohio 45402.

WITNESSETH

2300 SF

GRANT

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, a portion of the property known as 21 West First Street, which is located on the real estate described on Exhibit "A" attached hereto (the "Premises").

TERM

This Lease shall be for a prime term of five (5) years, commencing May 1, 1997 ("Prime Term").

RENEWAL

Providing Tenant is not then in default with respect to any of the provisions of this Lease at the time of exercise as hereinafter set forth, and further providing Tenant exercises the option herein granted not less than one hundred twenty (120) days prior to the expiration of the Prime Term, the Tenant shall have the option to renew this Lease for one (1) additional term of five (5) years, on the same terms and conditions provided herein, except rent, which shall be determined as provided in the following paragraph entitled "RENT." If Tenant elects to renew this Lease, it shall notify Landlord in writing, not less than one hundred twenty (120) days prior to the expiration of the Prime Term.

RENT

The rent for the Premises during the prime term of the Lease shall be FIFTY THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($50,750.00). No rent shall be required for the first two (2) months of the Prime Term. Thereafter, commencing July 1, 1997, rent shall be payable in equal monthly installment of Eight Hundred and Seventy-Five and 00/100 Dollars ($875.00) in advance of or on the first (1st) day of each and every month during the Prime Term.

In the event that Tenant elects to exercise its option to renew the Lease per the section entitled "RENEWAL," the rental rate shall be negotiated for the five year option period within sixty (60) days from the date Tenant exercises said option. The total agreed rent during said option period shall be payable in equal monthly installments in advance of the first day of the first month of said renewal, and continuing on the first day of each month thereafter.

UTILITIES

Tenant shall pay all charges against the Premises for water, sanitary, sewer, gas, light, heat, electricity, telephone, ("Utilities") and any other public services furnished to the Premises including the Montgomery County solid waste disposal charges. All Utilities serving the Premises are separately metered. To the extent the Montgomery County solid waste disposal charges or other public services are not separately metered, Tenant shall pay a pro rata share of such charges based upon square footage occupied by Tenant in relation to the square footage of other retail space in the building as determined by Landlord.

TAXES

Landlord shall pay all real estate taxes and assessments levied against the Premises.

PUBLIC LIABILITY INSURANCE

Tenant shall maintain liability insurance with policy limits of not less than Three Hundred Thousand Dollars and 00/100 ($300,000.00) for each person, Five Hundred Thousand Dollars ($500.000.00) for each occurrence, and One Hundred Thousand Dollars and 00/100 ($100,000.00) property damage, naming Landlord as an additional insured and shall furnish Landlord with a certificate of such insurance upon demand.

LIMITATION OF LANDLORD'S LIABILITY

Landlord shall not be liable to Tenant, its employees, invitees or licensees for any loss or damage to property or any personal injuries or death, any stoppage of service, or any interference with Tenant's business unless caused by the gross negligence of Tenant or Landlord's employees or agents. Without limiting the foregoing, Landlord shall not be liable for personal injury or damage or loss of Tenant's personal property from theft, vandalism, fire rainstorms, smoke, explosions or other causes not within the direct control of Landlord, and Tenant releases Landlord from all liability for that damage. (If protection against loss is desired, Tenant should secure appropriate insurance coverage.)

In addition to the foregoing and notwithstanding anything to the contrary provided herein, it is specifically understood and agreed that Tenant's sole recourse in the event Landlord fails to observe or perform any term, covenant, condition or provision of this Lease on Landlord's part to be performed, is limited to Landlord's interest in the building, and Tenant shall have no right to obtain any judgment against Landlord or any member, officer, director or employee of Landlord for any sum of money which is or may be payable under this Lease or for any deficiency after realization against the building, or to enforce or to attempt to enforce a claim for any such sum against any of the other assets of Landlord or any member, officer, director or employee of Landlord. Such exculpation of personal liability is absolute and without any exception whatsoever.

WAIVER OF SUBROGATION

Landlord and Tenant for themselves and all others claiming under them, including any insurer, waive all rights, including rights of subrogation against the other for loss, damage or liability resulting them from a risk which is insured against by either party. To extent necessary, the parties shall obtain consents to such a waiver from insurers. The application of this paragraph shall include, but shall not be limited to, damage or loss caused by extended coverage or sprinkler leakage hazards insured against by either party and arising out of or in connection with the leasing of the Premises.

TENANT'S LIABILITY

Tenant shall indemnify and save harmless Landlord from any and all claims, liabilities, damage of loss by reason of injury, illness, or death of any person or the destruction of any property arising out of any act of Tenant, Tenant's employees, agents, invitees, or licensees or out of any condition of the Premises or its use. If Landlord pays any sum of money by reason of the 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.

ALTERATIONS

Tenant shall not make any alterations to the Premises without the prior written consent of Landlord by delivering to Landlord, thirty (30) days in advance, a list of contractors and subcontractors, a written description of the alterations sought to be made and the manner in which said alterations shall be completed. Landlord shall not unreasonably withhold or delay giving such consent. Any changes shall be made in a workmanship manner so as to not weaken the building or materially lessen its value. The Tenant will pay all the bills incurred for labor and materials for work done, and will cause to be removed from the record within six (6) months after filling all notices and affidavits for materialmen's liens filed with respect to the Premises or any part thereof. All additions and improvements made by Tenant to the Premises shall become a part thereof and shall remain the property of the Landlord.

Notwithstanding the foregoing, Tenant may, without Landlord's consent, install temporary partitions, shelves, bins, equipment, trade fixtures and other personal property; provided, that such installation will be done in compliance with all applicable laws, codes and regulations, in a workmanlike manner and without damaging the Premises. Those items shall remain Tenant's property and may be removed by Tenant; provided, that Tenant shall repair any damage to the Premises caused by such installation or removal.

MAINTENANCE AND REPAIRS

Tenant acknowledges that the Premises are now in good repair. Throughout the term of this Lease, Tenant shall keep the Premises in good repair and in a clean and sanitary condition. At the termination of this Lease, Tenant shall surrender the Premises to Landlord in the same order and state of cleanliness they were in when Tenant first occupied the Premises. Tenant shall fully comply with all the statutes of the State of Ohio, the ordinances of the municipality in which the Premises are

located and the regulations of any other governmental authority or agency relating to the use and occupancy of the Premises, including provisions of Section 53231.05 of the Ohio Revised Code. Without limiting the above, Tenant shall keep, maintain and repair all plumbing, pipes, electrical and mechanical equipment serving the Premises as well as all the walls, ceilings, floors, woodwork, paint, plastering, plumbing, pipes, fixtures and windows and doors, all other interior portions of the Premises. Tenant shall operate and use all electrical and plumbing fixtures safely and property in accordance with their respective capacity limitations.

Landlord shall, at its expense, maintain in good condition and repair all structural portions of the Premises including, but not limited to the roof, weight bearing walls and columns, footing, foundations and structural floors. Exterior painting shall also be Lessor's responsibility.

Without limiting the foregoing, Tenant shall be responsible for reimbursement of Landlord for the costs of restoration and repair of any damage to the Premises caused by the misuse, abuse or neglect or wrongful acts of Tenant, Tenant's invitees or other occupants of the Premises.

RIGHT OF ENTRY

Landlord may enter the Premises at any reasonable time to examine the condition thereof and make any necessary repairs thereto; charging the cost to the Tenant if such repairs are Tenant's responsibility and Tenant has failed to repair the same after fifteen (15) days prior written notice. During the last one hundred twenty (120) days of the prime term or any renewal term, Landlord may show the Premises to prospective tenants during regular business hours.

BUILDING REGULATIONS

Tenant will comply with all applicable laws, rules and regulations promulgated by any governmental authority having jurisdiction. The Tenant will observe all rules and regulations made by the Landlord which are delivered to the Tenant.

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, provided Landlord does not choose to terminate the Lease as permitted below, the Landlord, with reasonable promptness, shall make all necessary repairs and alterations to restore the Premises. Should the damage or taking be of such magnitude so as to make the Premises untenantable, rent shall be abated equitably until the Premises have again become tenantable. Should the building be damaged or taken to an extent that Landlord desires not to restore the Premises, Landlord by notice of Tenant delivered within sixty (60) days of damage or taking, may terminate this Lease. In the event a condemnation reduces the Premises available to Tenant by ten percent (10%), Tenant, by written notice to Landlord, may terminate this Lease.

If Landlord fails to restore the Premises within 180 days after the occurrence of the damage or destruction, regardless of the reason for the delay (unless caused by Tenant), Tenant shall have the

option to (i) extend the time for restoration, or (ii) to terminate this Lease by giving written notice to Landlord. In no event shall Landlord have any liability to Tenant on account of the delay.

USE OF PREMISES

The Premises shall be used solely and continuously during the term of this Lease and any renewal thereof for retail sale. Its use may not violate any laws, Federal, State or local, or any regulation of any governmental body having jurisdiction over the Premises.

SUCCESSORS AND ASSIGNS

The conditions, covenants and agreements in Lease shall bind and inure to the benefit of the parties, their successors and assigns. The foregoing notwithstanding the Tenant may not sublet the Premises or assign the Lease without prior written consent of the Landlord.

MORTGAGES, LEASE SUBORDINATION, NON-DISTURBANCE & ATTORNMENT

This Lease may, at Landlord's election, be subordinated to a mortgage, and Tenant agrees to execute, upon request, any additional instrument to evidence subordination of this Lease and, in addition thereto, any Estoppel Certificate if required by the mortgagee, provided, however, that any such subordination is conditioned upon such mortgage containing a "Non-Disturbance Agreement." The term "Non-Disturbance Agreement" as used herein shall mean an agreement or provision in any mortgage on the premises which is binding upon the mortgagee and which contains an acknowledgment of the validity of this Lease by the mortgagee and a provision requiring the mortgagee to provide for the continuation of this Lease and 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. In the event that Landlord shall default in the payment of any installments due or any obligation under any mortgage now or hereafter placed upon the premises for which Landlord has defaulted and failed to obtain a Non-Disturbance Agreement or if the Mortgagee fails to honor the same, Tenant shall have the right, at its option, to make any such payment as may be necessary to cure such defaults and shall be entitled to deduct the amount of such payments for any sums due to Landlord under this Lease. Notwithstanding the foregoing, Tenant is under no obligation whatsoever to cure any default of Landlord under any mortgage. 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.

DEFAULT

In the event of any breach of this Lease by Tenant, Landlord after written notice of said breach to Tenant and Tenant's failure to remedy within fifteen (15) days, has the right to re-enter the Premises, terminate the Lease, or both. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedy it may have, it may recover from the Tenant all damages it may incur by reason of such breach, including the costs of recovering the Premises, reasonable attorney fees and the worth at the time of such termination of the excess, if any, of the amount of rent

and changes equivalent to the rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term.

INSOLVENCY

If Tenant shall be adjudicated a bankrupt voluntarily or become insolvent, or if a receiver shall be appointed for it, or if it shall make an assignment for the benefit of creditors, this Lease shall terminate at the option of Landlord. Thereupon, the Landlord shall have the right to enter the Premises and take possession thereof, and the Tenant agrees to redeliver possession of the Premises to the Landlord.

TERMINATION

Upon the expiration or other termination of this Lease, the Tenant shall surrender the Premises to the Landlord in good clean condition and repair, ordinary wear and tear and Landlord's repair obligations are excepted. If Tenant is not in default, Landlord hereby waives its right to claim as real estate any equipment installed or any real 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. Landlord shall have a lien on such trade fixtures and equipment to the same extent as any default herein and the Tenant's right to remove shall be conditioned upon any default being cured.

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:

Landlord: 33 West First Partners, Ltd.
ATTN: Property Manager
33 West First Street
Dayton, Ohio 45402

Tenant: Valeria Perry-Anderson
21 West First Street
Dayton, Ohio 45402

Should the addresses of either party change, such party shall give written notice to the other of its new address.

AMENDMENTS

This Lease sets forth the entire agreement of the parties. No alteration of the terms or conditions of this Lease or any oral agreement shall be valid unless in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto set their hands as of the day and year first above written.

WITNESS: (as to Landlord):

"Landlord"

33 WEST FIRST PARTNERS, LTD.,
an Ohio Limited Liability Company

David N. Reed
Print Name David N. Reed

James C. Miller
Print Name James C. Miller

By _____
John B. Hadley, President

WITNESS: (as to Tenant):

"Tenant"

Michel Smiley Ponce
Print Name Michel Smiley Ponce

Michael C. Thompson
Print Name Michael C. Thompson

Valeria Perry-Anderson
VALERIA PERRY-ANDERSON

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before this 1st day of May, 1997, by John B. Hadley, the President of 33 West First Partners, Ltd., an Ohio Limited Liability Company, who acknowledged that he is fully authorized to executed this Lease in the name of and to bind 33 West First Partners, Ltd., an Ohio Limited Liability Company, to all of the provisions of this Lease.

David N. Reed
Notary Public

DAVID N. REED, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 29th day of April, 1997, by Valeria Perry-Anderson, who acknowledged that she is fully authorized to execute this Lease in her name and to bind herself to all of the provisions of this Lease.

Michelle Smiley Ponce
Notary Public

G:\CLI\1317\100DNR4.AGR
4-22-97-3

9/13 1998

EXHIBIT A

Description of Premises

EXHIBIT A

PARCEL I

Situate in the City of Dayton, County of Montgomery, and State of Ohio, and being part of Lots numbered thirty-four (34), thirty-five (35), and thirty-six (36) on the original plat of said City of Dayton, bounded and described as follows, to-wit:

Beginning at the southeast corner of lot numbered thirty-four (34) on the original plat of the City of Dayton; thence westwardly with the north line of First Street, thirty-nine (39) feet; thence northwardly parallel with the east line of inlot thirty-four (34) to an alley; thence eastwardly with the north line of inlots thirty-four and thirty-five (34 and 35), fifty-nine (59) feet; thence southwardly parallel with the east line of inlot thirty-four (34) to the north line of First Street; thence westwardly along the north line of First Street, twenty (20) feet to the place of beginning, being thirty-nine (39) feet by parallel lines off of the east side of inlot thirty-four (34) and twenty feet (20) by parallel lines off of the west ends of inlots thirty-five (35) and thirty-six (36).

PARCEL II

Situate in the City of Dayton, County of Montgomery and in the State of Ohio, being the west part of Lot No. thirty-four (34) on the original and on the revised plat of the City of Dayton, beginning thirty-nine (39) feet West of the northeast corner thereon, running thence southwardly parallel with the east line of said Lot One hundred ninety-eight (198) feet to a point in the south line of said lot and the north line of First Street thence westwardly along said south line sixty (60) feet to the south west corner of said lot in the north line of First Street; thence northwardly one hundred ninety-eight (198) feet along the west line of said lot to the northwest corner thereof; thence eastwardly along the north line of said lot sixty (60) feet to the place of beginning, subject to an agreement between W. P. Callahan and Robert Steele, which is recorded in Volume 149, at page 480, of the Deed Records of Montgomery County, Ohio, and also subject to a second agreement between Mary D. Steele, et al. and W. P. Callahan, which is recorded in Volume 182, at page 133, of the Deed Records of Montgomery County, Ohio.