ADDENDUM TO LEASE

The Lease Agreement currently in effect between 33 West First Partners, Ltd.(Landlord) and mPango Development Studios, LLC (Tenant) is amended as follows:

mPango Development Studios, LLC is currently leasing approximately 500 SF of space located in Suite B100 at 33 West First Street, Dayton, Ohio, 45402. The Lease commencement date is December 29, 2009 and the termination date is December 31, 2011.

Both parties hereby recognize that the Lease is amended to reflect additional leased premises consisting of rooftop equipment described as:

1 GPS antenna
Less than 1 square foot in size
Receives a signal from a satellite
Doesn't transmit

1 AM/FM radio receiver antenna
1 square foot in size
Receives local radio station signals
Doesn't transmit

Equipment to be mounted on a 6ft pole attached to a rectangular metal base, to be affixed by cinderblocks, for a total of 3-5 square feet of space. Three (3) RG6 coax cables will be run from the equipment to the Tenant's suite.

Both parties recognize that the Tenant is responsible for any and all installation and any damage and repairs resulting from the installation of equipment.

Tenant shall be liable for the equipment and shall remove the installed equipment from the building upon termination of the Lease.

All other terms and conditions of the current Lease Agreement will remain in effect.

Landlord:
33 West First Partners, Ltd.

By: _____
Gem Real Estate Group, Agent

Date: 4-6-10

Tenant:
mPango Development Studios, LLC

By: _____

Its: Kenneth C Tew, owner

Date: 3/26/10

LEASE

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between

33 West First Partners Ltd.

"Landlord"

and

mPango Development Studios, LLC

"Tenant"

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LEASE AGREEMENT

This Lease Agreement, made and entered into on this 21 day of **December, 2009** between **33 West First Street Partners, Ltd., an Ohio Limited Partnership**, hereinafter referred to as "LESSOR" and **CLIENT**, hereinafter referred to as "LESSEE".

WITNESSETH:

ARTICLE I
LEASED PREMISES

1.01 Subject to and upon the terms, provisions and conditions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, Lessor does hereby lease, demise and let to Lessee and Lessee does hereby lease from Lessor those certain premises located on the **lower level** of the ***Soin International Building***, located at 33 West First Street, Dayton, Ohio 45402 (the "Building") as reflected on the floor plan of such premises shown on Exhibit "A", described as Suite **B100**, and consisting of approximately **500** square feet of rentable area (the "Leased Premises"). Lessee shall also have the right to use in common with others all entranceways, halls, elevators, stairways and other common areas of the Building. Lessee accepts the Leased Premises in "as is" condition as of the date of this Lease.

ARTICLE II
TERM

2.01 This Lease shall commence effective as of **December 21, 2009** and shall terminate on **December 31, 2011** unless terminated in accordance with its provisions. The words "term", "term hereof", "term of this Lease" and all other words and phrases of similar meaning shall be deemed to include both the in initial term specified in this Section 2.01 and the Renewal Term as provided in Section 28.01 hereof.

ARTICLE III
USE

3.01 The Leased Premises are to be used and occupied by Lessee solely for the purpose of **computer data center**. Lessee shall not use or permit the Leased Premises or any part thereof to be used for any purpose other than the purpose for which the Leased Premises are hereby leased; Lessee shall not commit or cause to be committed any public or private nuisance upon the Leased Premises, or other act or thing which may disturb the quiet enjoyment of any other tenant in the Building.

3.02 Lessee shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to the condition, use or occupancy of the Leased Premises, excluding structural changes not related to or affected by Lessee's improvements or acts.

3.03 Lessee shall not place any holes in any part of the Leased Premises, or similar items visible from the outside of the Leased Premises without the prior written approval of Lessor.

3.04 Lessee shall not permit any employees or visitors of the Lessee to violate any covenant or obligation of the Lessee hereunder.

3.05 Lessee shall not do, bring or keep anything in or about the Leased Premises that, with respect to any insurance covering the Building or any part thereof, (a) is prohibited by such insurance, (b) would cause a cancellation of such insurance, or (c) would increase the existing rate of such insurance. If the rate of any insurance carried by Lessor is increased as a result of the Lessee's use, Lessee shall pay to Lessor, no later than thirty days after Lessor delivers to Lessee a statement from Lessor's insurance carrier stating that the rate increase was caused by an activity of Lessee on the Leased Premises, whichever date is earlier, a sum equal to the difference between the original premium and the increased premium. The Lessee shall likewise indemnify Lessor from and against all claims made by other Lessees in the Building in consequence of their insurance rates being increased as a result of Lessee's use.

ARTICLE IV
RENTAL

4.01 The Lease is made for and in consideration of base rental (the "Base Rent") payable in lawful money of the United States of America which rental the Lessee binds and obligates itself to pay without demand, deduction, counterclaim or set off to the Lessor at its office or at such other place or to such person as may be specified from time to time by Lessor as follows:

Period	Base Rate	Base Lease Monthly Payments
Year 1	$4,500.00	$375.00
Year 2	$4,740.00	$395.00

All Base Rent shall commence and be due on the first day of each month, paid in advance for the entire monthly period thereafter. If Lessee fails for more than five (5) days to pay when due any installment of Base Rent during the term of this lease, a late charge of 10% of the overdue payment shall be assessed and shall be payable to Lessor upon demand.

ARTICLE V
SERVICES BY LESSOR

5.01 Lessor covenants and agrees with Lessee as follows:

A. To furnish the electricity, gas and water utilized in operating any and all facilities serving the Leased Premises, except as otherwise provided herein, for general office use including but not limited to proper electrical facilities to furnish sufficient power for desktop computers and other machines of similar low electrical consumption. **Any additional capacity or structural support needed for any use beyond ordinary office use shall be subject to Lessor's prior written approval, which approval shall not be unreasonably withheld. All such additional capacity or structural support shall be installed and maintained at Lessee's sole expense. All costs in connection with such extraordinary use shall be payable by Lessee in accordance with Article 5 hereof and in addition to its Proportionate Share of Operating Expenses.**

B. To furnish Lessee, while occupying the Leased Premises:

(1) Air conditioning and heating and hot and cold water at those points of supply provided for general use from 8:00 a.m. to 5:00 p.m. Monday through Friday, and from 8:00 a.m. to 12:00 noon on Saturdays, and whose temperature range shall not exceed 76 degrees and not be less than 65 degrees Fahrenheit, routine maintenance, carpet and window cleaning, painting and electric lighting service for all public areas and special service areas of the Building in the manner and to the extent deemed by Lessor to be reasonably appropriate. Lessor will furnish janitorial service on a five (5) day week basis during non-business hours and such janitorial services shall include the following:

(a) Vacuuming;

(b) Dusting and polishing;

(c) Emptying waste baskets;

(d) Cleaning ash trays; and

(e) Other general cleaning activities as necessary for general office use.

Failure by Lessor to any extent to furnish these defined services, or any cessation thereof resulting from causes beyond the control of Lessor, shall not render Lessor liable in any respect for damages to either person or property, nor be construed as an eviction of Lessee, nor work an abatement of rent, nor relieve Lessee from fulfillment of any covenant or agreement hereof. Should any of the equipment or machinery break down, or for any cause cease to function properly, Lessor shall use reasonable diligence to repair the same promptly, but Lessee shall have no claim for rebate or damages on account of any interruptions in service occasioned thereby or resulting therefrom.

(2) Reasonable adequate lighting fixtures as well as lamps, bulbs, starters and ballasts. Lessor may adopt a system of relamping on a periodic or group basis in accordance with standard practice in such regard.

(3) Toilet facilities in accordance with usual standards for office buildings.

(4) An adequate number of keys, free of charge, for each corridor door entering the Leased Premises, and additional keys will be furnished at a charge by Lessor equal to the cost plus 15% of an order signed by Lessee or Lessee's authorized representative. All such keys shall remain the property of the Lessor. Lessee shall not make, or permit to be made, any duplicate keys, except those furnished by Lessor. Upon termination of this Lease, Lessee shall surrender to Lessor all keys to the Leased Premises, and give to Lessor the combination of all locks for safes, safe cabinets and vault doors, if any, in the Leased Premises.

(5) All letters or numerals on corridor rooms entering the Leased Premises; all such letters and numerals shall be consistent with the Standard Signage Program established for the Building.

5.02 Lessor shall have the right to discontinue any service above mentioned whenever and during any period for which Base Rent, and other sums due Lessor are not paid by Lessee.

5.03 Lessee shall define its regular work hours for purposes of entering or exiting the Building as 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 12:00 noon on Saturdays but may have access to the Building 24 hours per day, 7 days per week.

ARTICLE VI
PEACEFUL ENJOYMENT

6.01 Lessee shall, and may peacefully have, hold and enjoy the Leased Premises and Lessor warrants and agrees to defend Lessee in peaceful possession and quiet enjoyment against all those claiming through Lessor, subject to the other terms hereof, provided that Lessee pays the rental herein recited and performs all of Lessee's covenants and agreements herein contained.

ARTICLE VII
BUSINESS AND OTHER TAXES

7.01 The Lessee shall pay as and when due all taxes, rates, duties, charges, assessments, fees, licenses or other similar rates and taxes which may be levied or imposed upon the Lessee's goods, chattels, and equipment in the Leased Premises or upon the business carried on therein and also all other rates and taxes which are or may be payable by the Lessee as occupant thereof. Lessee shall submit evidence of payment of all such taxes to Lessor upon request thereof. If the mode of collecting such taxes be so altered as to make the Lessor liable therefore instead of the Lessee, or if one account is rendered for such taxes covering the Building, or a portion thereof greater than that occupied by the Lessee, the Lessor may pay such accounts and in such event Lessee shall repay Lessor on demand the amount of the benefit derived by the Lessee from such charge, or the Lessee's Proportionate Share of the total account rendered, whichever amount is greater.

7.02 Should the Lessee fail to pay when due any taxes, rates. duties, charges, assessments, fees, licenses or other similar rates and taxes which it is required or has herein covenanted to pay and which could constitute a lien, charge or encumbrance upon the Building, the Leased Premises or the real property upon which the Building, is located the Lessor, after the expiration of twenty (20) days notice to the Lessee within which time such default has not been cured, may pay all or any of the same and all of such payments so made shall be payable on demand by the Lessee to the Lessor.

ARTICLE VIII
REPAIRS BY LESSOR

8.02 The Lessor will make all repairs or replacements to the heating and air conditioning apparatus (other than such apparatus as may be the property of or installed by the Lessee), and the Lessor will be responsible for all structural repairs to the Leased Premises, repairs to the roof, foundations and load bearing structure of the Building, and damage to the Building caused by perils against which the Lessor is obligated to insure hereunder, as may be required to maintain the same in such condition as to ensure the Lessee will be able to carry out the purpose for which the Lease is granted, and all of the foregoing shall be done by the Lessor as expeditiously as reasonably possible under the circumstances, provided that the Lessor shall not be liable for any direct or consequential damage to any person or property for any failure to so do, unless such damage is caused by the willful act or gross neglect of the Lessor. Notwithstanding anything herein to the contrary, Lessor may elect, however to make such repairs for which the Lessee is responsible at Lessee's expense, provided Lessee has an option to obtain bids, and employ the services of the lowest bid, with Lessor's written consent.

ARTICLE IX
REIMBURSEMENT OF LESSOR

9.01 Lessee agrees at its own cost and expense to reimburse Lessor for any damage or injury done to the Building, or any part thereof, by Lessee or Lessee's agents, employees, invitees or visitors, except as provided in Section 24.04.

ARTICLE X
ASSIGNMENT AND SUBLETTING

10.01 Lessee may not assign this Lease or any rights hereunder or hypothecate or mortgage the same, or sublet the Leased Premises or any part thereof, or otherwise transfer this Lease or any interest therein, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any such assignment, hypothecation, mortgage, subletting or transfer shall constitute a default hereunder, unless the same shall provide each of the following:

A. Lessee shall continue to remain jointly and severally liable to Lessor:

B. The business operation of such subtenant or assignee shall be in keeping with the use of the Leased Premises hereunder and with the character, nature and quality as that of the tenants then in the Building;

C. Lessee shall pay to Lessor all amounts of sublease or assignment rental or other income received by Lessee from the subtenant or assignee in excess of that required to be paid by Lessee to Lessor hereunder.

This provision shall not apply to any sublease or assignment to any firm substantially under the control of Lessee or a parent of the Lessee.

Notwithstanding the provisions above, in the event that Lessee proposes to assign or sublease the Leased Premises to a proposed assignee or subtenant, Lessor shall have the right but not the obligation, to terminate this Lease by notice to Lessee in writing within ten (10) days after Lessee shall have provided Lessor with a written summary of the proposed assignment or sublease. If Lessor shall exercise such right, then the liability of Lessee shall cease as of the date that Lessee's occupancy of the Leased Premises ceases. This right shall be a continuing right of Lessor in the case of each proposed assignment or subletting. This provision shall not apply should such assignment or subletting involve any assignee or subtenant substantially under the control of the Lessee.

ARTICLE XI
ALTERATIONS, ADDITIONS AND IMPROVEMENTS

11.01 Where furnished by or at the expense of Lessee (except where the same is the replacement of an item theretofore furnished and paid for by Lessor or against which Lessee has received a credit), all removable property, furniture, furnishings and trade fixtures, other than those affixed to the realty so that they cannot be removed without material damage, shall remain the property of Lessee and may be removed by Lessee

prior to the expiration of the term of this Lease, and, in case of damage by reason of the removal, Lessee shall restore the Leased Premises to good order and condition. In case Lessee shall decide not to remove any part of such property, Lessee shall notify Lessor in writing not less than 60 days prior to the expiration of the term of this Lease, specifying the items of property which Lessee has decided not to remove. Within 30 days after service of such notice, if Lessor shall request Lessee to remove any such property, Lessee shall remove the same and, in the case of damage by reason of the same, restore the Leased Premises to good order and condition, normal wear and tear excepted.

All alterations, decorations, partitions, installations, carpeting, additions or improvements upon the Leased Premises, made by either party, affixed to the realty or for which Lessee has received a credit, shall, unless Lessor elects otherwise by giving notice to Lessee not less than 60 days prior to expiration of the term of this Lease become the property of Lessor and shall remain upon and be surrendered with the Leased Premises as a part thereof at the end of the term or renewal term, as the case may be. In the event Lessor shall so elect, then such alterations, decorations, installations, additions, or improvements made by Lessee upon the Leased Premises as Lessor shall designate in such notice shall be removed by Lessee and Lessee shall restore the Leased Premises to their original condition, normal wear and tear excepted, at Lessee's own cost and expense, at or prior to the expiration of the term.

11.02 The Lessor shall have the right to make repairs, replacements, changes or additions to the equipment, appliances, pipes, conduits, ducts or structures of any kind in the Leased Premises where necessary to service adjoining premises or other parts of the Building but in doing so will not disturb or interfere with Lessee's operation of its business more than is reasonably necessary under the circumstances. The Lessor may make alterations, changes, additions or extensions to any part or component of the Building not in or forming part of the Leased Premises in its unfettered discretion.

11.03 The Lessee will indemnify and save harmless the Lessor from and against all loss and damage and all fines, costs, suits, claims, demands, judgments, and actions of any kind or nature which the Lessor shall or may become liable for or incur or suffer by reason of any mechanics or other liens for any alterations or repairs made by the Lessee to the Leased Premises. The Lessee shall forthwith upon demand of the Lessor remove or cause to be removed (and institute and diligently prosecute any action pertinent thereto) any mechanic's or other liens aforesaid noted or filed against or otherwise constituting an encumbrance on any title of the Lessor.

ARTICLE XII
LESSOR'S RIGHT OF RELOCATION

12.01 At any time after the execution of this Lease, upon at least sixty (60) days advance notice, Lessor may relocate the Leased Premises to other premises in the Building (the "New Premises") in which event the New Premises shall be deemed to be the Leased Premises for all purposes hereunder; provided that the New Premises are similar in area and are appropriate for Lessee's purposes. Lessor shall pay the expense of moving Lessee, its property and equipment to the New Premises, and shall,

at its sole cost, improve the New Premises with improvements substantially similar to those located in the Leased Premises. Tenant shall have the right to not accept relocation and cancel the remaining lease term.

ARTICLE XIII
ACCESS TO PREMISES

13.01 Lessee agrees to permit Lessor or its agents or representatives to enter into and upon any part of the Leased Premises after business hours to inspect the same clean or make repairs, alterations or additions thereto, as Lessor may deem necessary or desirable, and Lessee shall not be entitled to any abatement or reduction of rent by reason thereof provided the operations of Lessee are not unreasonably interrupted. Should such repairs, alterations or additions require a period of three (3) business days or more to complete, Lessor shall notify Lessee in advance of such work unless, in Lessor's opinion, such work is required due to an emergency.

ARTICLE XIV
PROTECTION OF EQUIPMENT

14.01 The Lessee shall not permit damage to all the heating and air conditioning apparatus, water, gas and drainpipes, water closets, sinks and accessories thereof in or about the Leased Premises and keep the same free from all obstructions that might prevent their free working and give to the Lessor prompt written notice of any accident to or defect in the same or any of their accessories. The repair of any damage resulting from misuse or failure to protect the same shall be the sole responsibility of the Lessee.

ARTICLE XV
SALE, MORTGAGE OF LEASED PREMISES BY LESSOR

15.01 This Lease and all of Lessee's rights under this Lease are subject and subordinate to any Mortgage now or hereafter affecting the Property or any interest therein and to all renewals, modifications, consolidations, replacements, substitutions, additions and extensions thereof provided that the holder of any Mortgage, (any one such party being referred to herein as "Mortgagee"), agrees in writing that if Lessor defaults under such Mortgage the Mortgagee will not disturb Lessee's possession, rights and leasehold interest hereunder while Lessee is not in default hereunder beyond the time allowed for curing the same. In confirmation of such subordination, Lessee shall execute and deliver promptly any subordination and non-disturbance agreement that Lessor may reasonably request. In the event any proceedings are brought for the foreclosure of any Mortgage, Lessee shall, upon request, attorney to the purchaser, transferee or Mortgagee 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 Mortgagee, 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.

15.02 In the event of a sale or conveyance by Lessor of the Building, the same shall operate to release Lessor from any future liability as to any of the covenants or conditions, express or implied, herein contained in favor of Lessee, and in such event Lessee agrees to look solely to the responsibility of the successor in interest of Lessor in and to this Lease. This Lease shall not be affected by any such sale and Lessee agrees to attorn to the purchaser or assignee. So long as Lessee fulfills its obligations under this Lease, Lessee's possession of the Leased Premises and Lessee's other rights under this Lease shall not be disturbed or impaired by any sale or assignment or by any person claiming by, through or under Lessor.

ARTICLE XVI
WEIGHT OF MACHINERY AND EQUIPMENT

16.01 The floors of the Leased Premises have been constructed to sustain loads customary to normal office operations. Lessee agrees that they will not bring in or permit to be placed within the Leased Premises equipment or property in excess of normal loads without Lessor's approval, and Lessee shall be fully liable for any damage to the Building or to any loss sustained by Lessor and other occupants by reason of any overloading by Lessee.

ARTICLE XVII
FIRE AND DESTRUCTION OF PREMISES

17.01 If, during the term of this Lease, the Building or Leased Premises are destroyed by fire or other cause, or partly destroyed or damaged so that the Lessor shall decide not to restore or rebuild the same, whether or not the Leased Premises are damaged, the Lessor may, within ninety (90) days later such fire or other cause, give notice in writing to the Lessee of such decision, and this Lease shall expire on the date of receipt of such notice and the Lessee shall immediately surrender the Leased Premises and all interest therein to the Lessor and shall pay rent only up to the time of such surrender. Base Rent shall be abated to the proportion of unavailability or unusability of space during the ninety (90) day period. However, if the Lessor shall decide to restore or rebuild the Building and/or Leased Premises, this Lease shall remain in full force and effect and the Lessor agrees that the Base Rent shall be diminished in proportion to the time and the part of the Leased Premises of which the Lessee has been deprived In no case shall the Lessor be liable to the Lessee for any loss or damage occasioned by such fire or other cause, unless such damage was caused by the gross negligence or willful misconduct of Lessor or its agents. Notwithstanding anything contained in this Section 17.01 to the contrary, the provision of this Section 17.01 is subject to Section 24.04 hereof.

ARTICLE XVIII
CONDEMNATION

18.01 If the whole or substantially the whole of the Building or the Leased Premises shall be lawfully condemned or taken in any manner for public or quasi-public use or purpose, this Lease, at the option of Lessor exercised by giving notice to Lessee of such termination within 30 days after such taking conveyance, and the term and estate hereby granted shall forthwith cease and terminate as of the date of taking of possession for such use or purpose or title vesting in such public or quasi-public authority, whichever first occurs. If less than the whole or substantially the whole of the Building or of the Leased Premises shall be so condemned or taken, then Lessor (whether or not the Leased Premises be affected) may, at its option, terminate this Lease and the term and estate hereby granted as of the date of the taking of possession or title vesting in such public or quasi-public authority, writing of such termination. Upon any such taking or condemnation and the continuing in force of this Lease as to any part of the Leased Premises, Base Rent shall be diminished by an amount representing the part of such Rent properly applicable to the portion of the Leased Premises which may be so condemned or taken and Lessor shall, at its expense, proceed with reasonable diligence to repair, alter and restore the remaining part of the Building and the Leased Premises to substantially their former condition to the extent that the same may be feasible. Lessor shall be entitled to receive the entire award in any condemnation proceeding, including any award for value of any unexpired term of this Lease, and of the condemnation, except any separate award reimbursing Lessee for moving or relocation expenses, or other compensatory awards granted to Lessee, or specifically allocated to Lessee's property or improvements to the Leased Premises which were originally paid for by Lessee.

ARTICLE XIX
RESPONSIBILITY

19.01 The Lessor shall not be liable for any damage, loss, theft, injury or destruction arising in or upon the Leased Premises or the Building, to any property or person nor for any personal injuries sustained by the Lessee, its servants, agents, employees or invitees, which may result at any time from any reason or cause except to the extent caused by the gross negligence or willful misconduct or the Lessor. Notwithstanding anything contained in this Section 19.01 to the contrary, this Section 19.01 is subject to Section 24.04 hereof.

19.02 Lessor shall not be responsible for any damages resulting from delays in the construction and/or finishing, renovation and/or remodeling of the Leased Premises and/or the interruption or modification of any service or facility provided by Lessor in the Building caused by maintenance, repairs, strikes, riots, labor controversies, accidents, fuel shortages, acts of God, war, court order, fire or other casualty, force majeure or any other causes whatsoever. No such interruptions shall be deemed an eviction or disturbance of the Lessee's enjoyment or the Leased Premises nor render the Lessor liable in damages to the Lessee nor entitle the Lessee to claim any diminution in Base Rent, but in such case the Lessor shall without delay take all reasonable steps to remove the cause of such interruption.

19.03 Lessor shall in no event be liable to Lessee by reason of loss of profits, business interruption or other consequential damages except if caused by the willful misconduct of Lessor.

19.04 Any recovery by Lessee against Lessor in connection with any claims or rights of Lessee against Lessor, shall be limited to Lessor's interest in the Building. Lessee expressly waives any and all rights to proceed against the individual partners of Lessor or the officers, directors, or stockholders of any corporate partner of Lessor.

ARTICLE XX
ATTORNEYS' FEES

20.01 In the event either party defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease or any part thereof and if the non- defaulting party places in the hands of any attorney the remedying of such default, or the collection of any rent due or to become due hereunder, or recovery of the possession of the Leased Premises, or if any attorney files suit upon the same, the defaulting party agrees to pay all reasonable attorney's fees incurred by the other party.

ARTICLE XXI
DEFAULT BY LESSEE

21.01 If one or more of the following events (defaults) shall happen and be continuing:

A. Lessee fails to pay any installment of Base Rent, or any other amount to be paid under this Lease by Lessee **within 20 days** after the same is due;

B. Lessee fails to perform or observe any other covenant or condition to be performed or complied with by Lessee under this Lease, and such failure continues for 30 days after notice; or if the default complained of is of such nature that it cannot be completely cured or remedied within such 30 day period, and Lessee has not diligently commenced curing such default during such 30 day period, and does not thereafter, with reasonable diligence and in good faith, proceed to remedy to cure such default;

C. An attachment or execution is levied upon Lessee's property in or interest under this Lease;

D. Lessee files or there is filed against Lessee a petition in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy law or any other applicable statute and the same is not dismissed within 60 days;

E. An order is entered adjudicating Lessee bankrupt or approving an involuntary petition seeking a reorganization of Lessee under the Federal Bankruptcy Law or any other applicable statute, or appointing a receiver, trustee or conservator for all or any substantial part of the property or assets of Lessee, and such order is not vacated or

stayed within sixty (60) days after its entry; THEN, and in any such event, Lessor shall have the right, at its option, then or at any time thereafter, and without further notice to Lessee, to specify a date on which this Lease shall terminate, and on such date, this Lease shall terminate and expire by limitation.

21.02 If any such default shall have occurred and be continuing after expiration of the applicable grace period, Lessor may re-enter and take complete and peaceful possession of law, remove all persons by force or otherwise without being liable in damages for such removal. In such event Lessee shall peacefully and quietly yield up and surrender the Leased Premises to Lessor and remain liable to Lessor for all losses and damages sustained by reasons of such default.

21.03 In the event of any such default and the termination of this Lease by Lessor, Lessor shall be entitled to recover from Lessee:

A. All Base Rent, Additional Rent and other charges accruing up to the time of such termination,

B. All damages to the Building or the Leased Premises or other damages equal to the Base Rent reserved for the Balance of the term less the fair rental value of the Premises for the balance of the Term, reduced to present value.

21.04 At the option of Lessor and in lieu of termination of this Lease as above provided, Lessor may re-enter the Leased Premises and as the agent of Lessee remove all persons and any property of Lessee or any tenant holding under Lessee, and may sublet or relet all or any part of the Leased 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 reletting (including but not limited to attorney's fees, brokerage fees (relating to the balance of the Term), expenses for repairing or restoring the Leased Premises for new tenants), and then to the payment of Base Rent, and other charges due or to become due under this Lease, and Lessee shall not be relieved from its covenants to pay the Base Rent, and other charges provided for in this Lease, and except insofar as this is inconsistent with any provision of this Lease, no right or remedy conferred upon or reserved to Lessor is intended to be exclusive or any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Lease, or now or hereafter existing in law or in equity. Any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Lessor to collect the deficiency for any event be liable in any way for failure to relet, for failure to collect the rent under such reletting. 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 Leased Premises, by reason of the violation by Lessee of any of the covenants and conditions of this Lease.

ARTICLE XXII
WAIVER

22.01 Failure of Lessor to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Lessor shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. No waiver by Lessor of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provision. The subsequent acceptance of Base or other charges hereunder by Lessor (whether paid by Lessee or a third party) shall not be deemed to be a waiver of any breach of Lessee of any term, covenant or condition. Lessor's consent to or approval of any act by Lessee requiring Lessor's consent to or approval shall not be deemed to render it unnecessary to obtain the Lessor's consent to or approval of any subsequent act of Lessee, whether or not similar to the act so consented to or approved.

ARTICLE XXIII
HOLDING OVER

23.01 It is hereby agreed that in the event of Tenant holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary, and Tenant shall pay to Landlord a daily occupancy charge equal to seven (7) percent of the monthly rental under Paragraph 4 for the last lease year (plus all other charges payable by Tenant under this Lease) for each day from the expiration or termination of this Lease until the date the demised premises are delivered to Landlord in the condition required herein, and Landlord's right to damages for such unpermitted occupancy shall survive.

ARTICLE XXIV
INSURANCE

24.01 Lessor shall at all times during the term of the Lease, at its expense, maintain a policy or policies of insurance with the premiums thereon fully paid in advance, issued by and binding upon an insurance company authorized to do business in the State of Ohio, insuring the Building against loss or damage by fire, explosion, or other hazards and contingencies; provided, that Lessor shall not be obligated to insure any furniture, equipment, machinery, goods or supplies which are additional improvements constructed by or installed by Lessee in the Leased Premises.

24.02 Lessor shall likewise, at its expense, maintain a policy or policies or comprehensive general liability insurance with the premiums thereon fully paid in advance, issued by and binding upon an insurance company authorized to do business in the State of Ohio, such insurance to afford minimum protection of not less than One Hundred Thousand Dollars ($100,000.00) in respect of personal injury or death to any one person, and of not less than Three Hundred Thousand Dollars ($300,000.00) in respect to any one occurrence, and of not less than One Hundred Fifty Thousand Dollars ($150,000.00) for property damage in any one occurrence.

24.03 Lessee shall maintain in respect of its property on the Leased Premises fire insurance with extended coverage and water damage insurance to cover all of its improvements, furniture, fixtures and stock-in-trade in amounts adequate to cover fully any loss that the Lessee could sustain. The Lessee shall maintain for the mutual benefit of the Lessor and the Lessee liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Leased Premises, such insurance to afford protection to the limit of not less than $1,000,000.00 in respect of injury or death to a single person and to the limit of not less than $1,000,000.00 in respect of property damage. Each policy of insurance obtained pursuant to this Article 24.03 shall be issued by and binding upon an insurance company authorized to do business in the State of Ohio and name Lessor as additional insured, shall be evidenced by a certificate of insurance to be delivered to Lessor upon request and shall contain a clause stating that it is not subject to cancellation or reduction in coverage until at least ten (10) days' prior written notice to Lessor. Lessee shall obtain a waiver of subrogation in favor of Lessor from each of Lessee's insurance carriers and shall furnish a copy thereof to Lessor upon request.

24.04 Lessor and Lessee hereby agree on behalf of themselves and all others claiming under them, including any insurer, to waive all claims against each other, including all rights of subrogation for loss or damage to their respective property arising from fire, windstorm, sprinkler leakage, flood, earthquake, water damage and any of the other perils insured against in an "all risk" of physical loss insurance policy, excepting only war, nuclear reaction, normal wear and tear and intentional acts, regardless of whether insurance against any such perils is in effect with respect to either party's property. If either party so requests, the other party shall obtain from its respective insurer a written waiver of all rights of subrogation that it may have against the other party, and Lessor and Lessee hereby agree to indemnify the other against all liabilities, damages, losses, expense, claims, demands or judgments including reasonable attorneys' fees, that it may incur as a result of a failure to obtain such written waiver.

ARTICLE XXV
HOLD HARMLESS

25.01 Lessor shall not be liable to Lessee, or to Lessee's agents, servants, employees, customers or invitees for any loss or damage to property or injury or death or any person, damage to person or property caused by any act, omission or neglect, other than gross neglect or willful misconduct on the part of Lessor and Lessee agrees to hold Lessor harmless from all claims for any such damages. Lessee shall not be liable to Lessor, or to Lessor's agents, servants, employees, customers or invitees for any damage to person or property caused by any act, omission or neglect of Lessor, and Lessor agrees to hold Lessee harmless from all claims for such damage.

25.02 Except as provided in Section 25.01 Lessee shall indemnify and save harmless Lessor from and against all liabilities, fines, suits, claims, demands and actions of any kind or nature to which the Lessor shall or may become liable for or suffer by reason of any breach, violation or non-performance by the Lessee of any covenant, term or

provision hereof or by reason of any injury or death resulting from, occasioned by or suffered by any person or persons or to any property or by reason of any act, neglect or default on the part of the Lessee or any of its agents, servants, employees, licensees or invitees; such indemnification in respect of any such breach, violation or nonperformance, damage to property of injury or death occurring during the term of the Lease shall survive any termination of this Lease anything in this Lease to the contrary notwithstanding.

ARTICLE XXVI
SECURITY DEPOSIT

26.01 Upon the execution of this Lease in addition to the sum stated in paragraph 4 Tenant has deposited with Landlord the sum of **$375.00** (hereinafter referred to as the "Deposit"). The Deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the provisions of this Lease to be performed or observed by Tenant. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may, but shall have no obligation to use, apply or retain all or any portion of the Deposit for the payment of any rent or other charge in default or for the payment of any sum to which Landlord may become obligated by reason of Tenant's default or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Deposit, Tenant shall within ten (10) days after demand, therefore, deposit cash with Landlord in an amount sufficient to restore the Deposit to the full amount thereof. Landlord shall not be required to keep the Deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, the Deposit or so much thereof as had not theretofore been applied by Landlord shall be returned, without payment of interest or other increment for its use, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the term and after Tenant has vacated the demises premises. No trust relationship is created herein between Landlord and Tenant with respect to the Deposit. In no event shall such security deposit be considered prepayment of rent.

ARTICLE XXVII
LESSOR'S RESERVED RIGHTS

27.01 Without notice and without liability to Lessee, Lessor shall have the right to do the following:

A. Change the name or street address of the Building:

B. Install and maintain signs on the exterior of the Building;

C. Exhibit the Leased Premises to others at reasonable times and upon reasonable notice; and

D. Make reasonable rules and regulations as, in the judgment of Lessor, may from time to time be needed for the safety of the tenant's, the care and cleanliness of the Building and preservation of good order, therein. Lessee shall be notified in writing when each such rule and/or regulation is promulgated. After such notice, this Lease and Lessee's occupancy hereunder shall be subject to, and Lessee hereby agrees to abide by, all reasonable rules and regulations promulgated by Lessor.

ARTICLE XXVIII
RENEWAL OR EXTENSION

28.01 Provided Lessee is not in default hereunder, Lessee shall have the right and option to extend the term of this Lease for **one** (1) additional term(s) of **two** (2) years. Lessee must advise Lessor in writing, no later than 180 days prior to expiration of the primary term hereof that Lessee desires to exercise such option. The Base Rent for the renewal term shall be negotiated at the time of renewal.

Lessee's occupancy during the Renewal Term shall in all other respects be subject to the terms and conditions of the Lease.

ARTICLE XXIX
ADDITIONAL PROVISIONS

29.01 This Lease is the entire agreement between the parties, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements or modifications of the terms of this Lease shall not be valid unless in writing and signed by both parties. No assent or consent to changes in or waiver of any part of this Lease shall be deemed or taken as made, unless the same be done in writing and agreed to by both Lessor and Lessee and attached to or endorsed hereon by Lessor and Lessee. No covenant or provision of this Lease stipulated in favor of Lessor shall be waived, except by express written consent of Lessor, whose forbearance or indulgence in any regard whatsoever shall not constitute a waiver of the covenant, provision or condition to be performed by the Lessee; and until complete performance by the Lessee of the said covenants, provisions or conditions, the Lessor shall be entitled to invoke any remedies available under this Lease or by law despite such forbearance or indulgence. Likewise, Lessee shall be entitled to invoke any remedy available under this Lease or by law or in equity as a result of a default by Lessor.

29.02 The word Lessee shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein be the same one or more; and if there shall be one or more persons or parties, any notice required or permitted by the terms of this Lease may be given by or to any one thereof and shall have the same force and effect as if given by or to all thereof. The use of the neuter, singular pronoun to refer to the Lessor or the Lessee shall be deemed a proper reference even though the Lessor or the Lessee may be an individual, partnership, corporation or a group of two or more

individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Lessor or Lessee, and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. In the case where this Lease is executed by more than one person or entity, all covenants, conditions and agreements herein contained shall be construed and taken as against all existing parties as joint and several.

29.03 Any notices herein provided or permitted to be given by the Lessee to the Lessor shall be sufficiently given if mailed by certified mail, postage prepaid, return receipt requested, addressed to the Lessor in care of:

The Gem Real Estate Group, Inc.
Attn: Charles A. Borgert
137 North Main Street Suite 900
Dayton, OH 45402

In every instance where it is necessary or desirable for the Lessor to serve any notice or demand upon the Lessee it will be sufficient to deliver or cause to be delivered to the Lessee at the Leased Premises a written or printed copy thereof and to forward a written or printed copy thereof by certified mail, postage prepaid, return receipt requested addressed to the Lessee at:

mPango Development Studios, LLC
Attn: Ken Tew
716 Brubaker Drive
Kettering, OH 45429

or to post a written or printed copy thereof in or upon the Leased Premises or to affix the same upon any door leading into the Leased Premises.

All notices or demands to the Lessee shall be signed by the Lessor or its agent or agents on its behalf and will be conclusively deemed to have been given on the day on which such notice is delivered, left or affixed or on the second business day (other than a Saturday) following the date on which notice is mailed, as the case may be.

Either party may at any time in the manner provided above give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder.

29.04 The present Lease cancels and supersedes any and all prior Leases and/or agreements written or otherwise entered into by the Lessor and the Lessee regarding the Leased Premises.

29.05 If any clause or provision herein contained shall be adjudged invalid, the same shall not affect the validity of any other clause or provision of this Lease, nor constitute any other cause of action in favor of either party as against the other.

29.06 The Lessee agrees that it shall, at any time and from time to time, upon not less than ten (10) days' prior written notice, execute and deliver to Lessor estoppel certificates addressed to Lessor or any third party designated by Lessor certifying as to such facts (if true) and agreeing to such notice provisions and other matters, as Lessor or such third party may reasonably require with respect to the status of the Lease.

29.07 The Lessor may perform all or any of its obligations hereunder by or through such managing or other agencies as it may from time to time determine, and Lessee shall, as from time to time directed by the Lessor, pay to any such Agent any monies payable hereunder to the Lessor.

29.08 The captions in this Lease form no part of this Lease and shall be deemed to have been inserted for convenience only.

29.09 All Schedules and Exhibits attached to and forming part of this Lease shall read as part of this Lease.

29.10 The terms of this Lease shall be governed by and interpreted in accordance with the laws of the State of Ohio.

29.11 Except as otherwise provided herein, this Lease will be binding upon and inure to the benefit of the Lessor and the Lessee, and their respective successors and assigns.

29.12 Time shall be of the essence of this Lease, except as otherwise specified herein.

29.13 All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in separate clauses hereof.

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

LESSOR:

Gem Real Estate Group, Agent for
33 West First Partners, Ltd.

Attest:

_____ By: _____

_____ Its: Agent

LESSEE:

Ken Tew
mPango Development Group, LLC

Attest:

_____ By: _____

_____ Its: OWNER

AGENCY DISCLOSURE STATEMENT

EQUAL HOUSING OPPORTUNITY

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 33 West First Street, Suite B100, Dayton, OH 45402

Buyer(s): mPango Development Studios, LLC

Seller(s): 33 West First Partners Ltd.

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____ (AGENT(S)), and _____ (BROKERAGE).

The seller will be represented by _____ (AGENT(S)), and _____ (BROKERAGE).

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

☐ Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____.

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Amanda H. Cox and real estate brokerage _____ will

☑ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____.

☐ represent only the (*check one*) ☐ **seller** or ☐ **buyer** in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT	12/21/09 DATE	SELLER/LANDLORD	12/21/09 DATE
BUYER/TENANT	DATE	SELLER/LANDLORD	DATE

Effective 01/01/05

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100

EQUAL HOUSING OPPORTUNITY

Effective 01/01/05