

BUILDING LEASE

THIS LEASE is effective the 1st day of November, 2012, between Dennis Schultheis, 1138 Wayne Avenue, Zanesville, Ohio 43701 ("Landlord"), and Tonya Rasor 7740 South St., Fultonham, Ohio 43735 ("Tenant").

Tenant agrees to lease 1124 Wayne Avenue, Zanesville, Ohio 43701, also known as The Barn of "The Homestead Village" (the "demised premises") pursuant the following terms and conditions.

1. **TERM.** This is a six month lease, commencing with the above effective date, and terminating on April 30, 2013. It shall automatically renew for successive six month terms unless party gives written notice that it not renew before May 31, 2013 of the original or any renewal term. Time is of the essence.
2. **RENT.** Tenant will pay Landlord the sum of twelve hundred and dollars (\$1,200.00) per month, in advance, without demand, on or before the first day of each month, at Landlord's above address. Time is of the essence. The first month's rent shall be paid upon execution of this lease.
3. **UTILITIES.** Tenant will pay promptly, when due, one hundred percent (100%) of all utilities billed for heat, water, sewer, gas, electric and telephone consumed at the demised premises that applies.
4. **LOSS.** Tenant releases Landlord from, and shall indemnify and hold Landlord harmless against, all claims Landlord or any third party or any insurer may have for property damage, business interruption or personal injury arising in or upon the demised premises, from any cause whatsoever except for negligent acts or omissions of Landlord.
5. **LIABILITY INSURANCE.** Tenant shall, at its sole expense, maintain liability insurance with limits of at least one million dollars (\$1,000,000) for personal injury and one hundred thousand dollars (\$100,000) for property damage, covering claims arising in or upon the demised premises, and shall furnish a certificate of said insurance to landlord upon request.
6. **MAINTENANCE AND REPAIRS.** Tenant acknowledges that it has inspected the demised premises and accepts same "as is", or with repairs Landlord has agreed, in writing to make. Tenant shall keep the interior and exterior of the demised premises in a clean and orderly condition, free from any, refuse, ice, snow, or other obstruction. Tenant shall make all necessary repairs and replacements to the interior of the demised premises, including but not limited to wall surfaces, floors and ceilings, plumbing, heating and utility lines, and all interior and exterior windows doors and glass. Tenant shall also maintain driveways, parking areas, and loading docks. Tenant shall also repair and replace any damage to the interior and exterior of the demised premises caused by Tenant. Landlord shall have no duty to repair or replace any portion of the demised premises other than the roof, exterior wall surfaces, foundations and other structural items, which duty shall not arise until Tenant gives written notice.
7. **TENANT'S USE.** Tenant shall use the demised premises solely for Restaurant and food Sales as represented for Landlord and no other purpose. Tenant shall fully comply with all laws and regulations governing the demised premises, including, but not limited to, all applicable environmental laws and regulations, and shall not use, store, dispose of or transport from the demised premises any hazardous or toxic substances except in compliance with such laws and regulations. Tenant shall indemnify and hold Landlord harmless from any and all claims arising in connection therewith.

8. **SIGNS, ALTERATIONS.** Tenant shall erect no signs upon, nor make any alterations, additions or improvements to, the demised premises, without Landlord's express written consent. Any signs or alterations to which Landlord shall agree shall be removed, and the demised restored, at Tenant's sole expense upon termination of this lease.
9. **LEINS.** Tenant shall promptly discharge, at its sole cost and expense, any liens upon the demised premises arising out of Tenant's occupancy or for any labor or materials furnished to Tenant.
10. **LANDLORD'S ACCESS AND LEIN.** Landlord may enter the demised premises at any time and for any purpose. Tenant grants Landlord a security interest under the Uniform Commercial Code in all of Tenant's property situated therein to secure Tenant's obligations under this Lease.
11. **SUBLEASE AND ASSIGNMENTS.** Tenant shall not sublease any part of the demised premises, nor assigns this lease, without Landlord's prior written consent.
12. **LANDLORD'S REMEDIES.** In addition to any other legal remedy, in the event of Tenant's default hereunder, Landlord may, upon giving prior notice, enter and possess the demised premises and any property of Tenant or its invitees therein, remove all such property, change the locks, and restore the premises, all at Tenant's sole expense, and without liability on the part of the Landlord to Tenant.
13. **CONDITION UPON SURRENDER.** At the termination of this Lease, Tenant shall redeliver the demised premises in as good condition as same were and tear, and repairs and maintenance required of Tenant or performed by Landlord hereunder.
14. **NOTICES.** Any notices to be given by either party shall be given by certified U.S. mail, mailed to the address given above, provided that in lieu thereof Landlord may leave its notices with anyone in charge of the demised premises, or posted upon some conspicuous part of the demised premises.
15. **LEGAL MATTERS.** This is the entire agreement between the parties, supersedes all prior agreements, oral or written, and may only be amended in a writing signed by both parties. It shall be governed by the laws of Ohio. Suit upon this Lease may only be brought in the courts of Muskingum County, Ohio, both parties consenting to the jurisdiction of said courts. In any legal action, the prevailing party shall recover its attorney fees.

IN WITNESS WHEREOF, the parties have signed this Lease as of the date first set forth above.

LANDLORD: Dennis Shulteis

By: 

Date 10/8/12

Authorized Officer

TENANT: Tonya Rasor

By: 

Date 10-8-2012

Authorized Officer