

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of, 2010,
_____ by and between Crooked Tree Group LLC, an Ohio limited liability company ("Landlord"), and Premier Hearing Healthcare Center, LLC ("Tenant"). The parties agree as follows:

1. PREMISES. Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant Suite A (the "Premises") located in the building located at 8141 NORTH MAIN STREET, CLAYTON, OH 45415 (the "Building") on the property identified as Parcel Number M60-03210-0013 by the Montgomery County, Ohio Auditor's Office (the "Landlord's Property").
 - 1a. LAND WORK FOR TENANT'S PREMISES: Landlord hereby agrees that prior to the Commencement Date at Landlord's sole cost and expense shall remove all existing contents and trash from Premise and leave the same broom clean. Landlord will fix leaking skylight and any roof leaks, and repair all drywall areas within Premises that are damaged so they are ready for paint. Landlord shall replace any stained, broken or soiled ceiling tiles. Landlord shall paint repaired walls, all doors, and trim throughout suite in a professional workmanlike manner to be approved by Tenant prior to possession or acceptance by Tenant. No later than July 1, 2010, Landlord shall at Landlord's sole cost and expense paint entire exterior of building. If Landlord has not performed work, Tenant shall be exempt from paying per day until work is complete. No later than September 1, 2010, Landlord shall at Landlord's sole cost seal coat parking lot. If Landlord has not performed work by said date, Tenant shall be exempt from paying rent for every day until work is complete. Landlord will notify Tenant that Landlord work is complete and Tenant shall inspect Premises for Tenant's approval of said work.
 - 1b. TENANT WORK FOR TENANT'S PREMISES: Tenant shall be responsible for any additional modifications to the Premises including but not limited to replacement of doors and changes for Tenants use. Tenant may install a glass window opening for receptionist in interior wall. Tenant may install carpet and paint. Such modifications are approved by the Landlord. Tenant may enter Premises upon Lease execution to perform Tenant's Work stated herein.
2. LEASE. Landlord does hereby let and lease to Tenant and Tenant hereby leases from Landlord, each in consideration of the covenants and agreements herein contained, the following described premises situate in the City of Clayton, County of Montgomery and State of Ohio:

Being a suite of offices at 8141 North Main Street, Clayton, Ohio, consisting of approximately 1,932 square feet in Suites A of the Building situated on the Landlord's Property.

Together with the right to use adjoining parking facilities and common areas on Landlord's Property in common with other tenants of the Building and together with all rights and appurtenances thereunto belonging and usually had and enjoyed therewith.

3. **TERM.** Subject to Tenant's Acceptance of Landlord's work, the lease term shall commence on July 1st, 2010 and shall terminate on December 31th, 2013.
4. **LEASE PAYMENTS.** Base rent in the amount of \$1,200.00 per month for the months of July, August and September 2010 is abated in full (the "Abated Rent"), subject to the terms and provisions of this Lease. Commencing with the first day of October, 2010, Tenant shall pay to Landlord on or before the first day of each calendar month the base rent provided in this Section 4. Base rent for the months of October 2010 through December 2013 shall be \$1,200.00 per month. Such payments of base rent and other payments to be made by Tenant under the terms of this Lease shall be made to the Landlord at P.O. BOX 425, Mason, OH 45040, as may be changed from time to time by Landlord. If Tenant does not pay to Landlord within ten (10) days of its due date any payment of base rent due hereunder, Tenant shall also pay Landlord a late fee in the amount of five percent (5%) of the amount of such late rent payment. Tenant maybe permitted one late occurrence each calendar year without penalty.
5. **OPTION TO RENEW.** The Tenant shall have the option to renew this Lease according to the following schedule upon the terms and conditions as are contained herein:

Term	Base Monthly Rental
01/01/2014-12/31/2016	\$1,350.00

The right to renew this Lease shall be exercised, if at all, by giving Landlord written notice at least sixty (60) days before the expiration of the then-current term.

6. **NON-SUFFICIENT FUNDS.** Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.
7. **SECURITY DEPOSIT.** At the time of signing of this Lease, Tenant shall pay to Landlord, in trust, the sum of \$1,200.00 to secure the performance of Tenant's obligations under the Lease. Landlord has the right to commingle the security deposit with other funds of Landlord. If Tenant defaults in the performance of any obligation under this Lease, Landlord may apply all or a portion of the security deposit to offset any unfulfilled Tenant obligations within this lease. Tenant shall promptly reimburse Landlord for any funds so expended. Any balance of the deposit remaining upon termination of this Lease and full performance of Tenant's obligations shall be returned to Tenant, without interest, within 30 days after the termination of this Lease.

8. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

9. MAINTENANCE AND REPAIRS.

A. Tenant shall, during the term of this Lease and any renewal thereof, at Tenant's sole expense, keep the Premise, in at least as good order and repair as it is at the time of the commencement of this Lease, reasonable wear and tear and damage by accidental fire or other casualty excepted. Tenant shall be responsible for ordinary and routine repair and maintenance of the Premise, including but not limited to any and all fixtures or improvements placed or installed by Tenant in the Premise with the consent of the Landlord. Tenant also shall pay for any repairs and maintenance made necessary by the negligent or wrongful acts of Tenant or any of its agents or employees.

Landlord shall only be responsible for extraordinary repairs not caused by Tenant's use of the Premises and ordinary repairs under Paragraph C of this Section 9.

B. During the term of this Lease, subject to Section 9.A hereof, Landlord shall maintain in good order, condition and repair, and replace when necessary, (i) the roof and all other structural elements of the Premises and the Building, (ii) all exterior elements and portions of the Building, (iii) the drives, sidewalks, parking areas and other exterior improvements on the Property and (iv) any common utility facilities (including but not limited to plumbing and HVAC facilities) that serve the Premises and other portions of the Building. In addition, Landlord shall maintain any items indicated as Landlord's responsibility under Paragraph C of this Section 9.

C. Specific Items. Maintenance and repair of the following items are the responsibility of the party indicated and should be performed in a timely and professional workmanlike manner by each party:

Responsibility	Item
Landlord	All exterior maintenance including sweeping cleaning landscaping and paving and any ADA upgrades by code
Landlord	Snow and ice removal from common areas
Tenant	Trash removal from the Premises
Landlord	Trash removal from the common area
Landlord	Heating, ventilating and air conditioning serving Common Areas and Premises only - ordinary repairs, maintenance and replacements
Landlord	Exterior windows , doors, roof and gutters
Landlord	Exterior and interior common area lighting
Landlord	Lawn and landscaping
Tenant	Interior cleaning/janitorial within Tenants Premises

Landlord	Electrical system for building. (Please note the tenant should take the responsibility of installing alarm system if needed)
Tenant	Plumbing repairs/leaks/stoppages within Tenants Suite
Landlord	Plumbing replacements and all exterior/common area repairs.
Tenant	Light bulb replacement within Suite
Tenant	Tenant sign box on exterior building

10. ACCESS BY LANDLORD TO PREMISES. Upon 24 hour advance notice, Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workmen. In the case of an emergency, Landlord may enter the Premises without Tenant's consent.

11. UTILITIES. Tenant shall arrange for the connection of, and pay all charges for, water, sewer, gas, electricity, telephone, Internet and other services and utilities for the Premises. Tenant acknowledges that the Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. Tenant also shall pay Tenant's proportionate share of the utilities of the common area, which is 29% (occupied space 1,932 sq ft / total rentable space 6,594 sq ft of the office building) ("Tenant's Proportionate Share"). In the event that any utility provided to the Premises is not separately metered, Tenant shall pay to Landlord as the Tenant's Proportionate Share of the cost of such utility together with the first payment of base rent due after the date on which Tenant receives from Landlord a statement setting forth the cost of such utility and Tenant's Proportionate Share thereof. Landlord reserves the right to estimate in advance as of the beginning of any calendar year or anniversary of the Commencement Date Tenant's Proportionate Share of utilities that are not separately metered and utilities for the common areas of the Landlord's Property, in which case Landlord shall notify Tenant of Landlord's estimate in writing at least fifteen (15) days prior to the first day of such year and Tenant shall pay to Landlord on or before the first day of each calendar month of that year, 1/12th of such estimated amount. If Landlord elects to estimate such expenses, within forty-five (45) days after the last day of such year Landlord shall send Tenant a reconciliation of the actual amount of such expenses compared to the amount Tenant paid as estimated payments, and any shortfall shall be paid by Tenant to Landlord within fifteen (15) days after Tenant's receipt of such reconciliation and any excess shall be applied against subsequent payments due from Tenant of Tenant's Proportionate Share of such utilities. If Tenant does not pay to Landlord within ten (10) days of its due date Tenant's Proportionate Share of utilities or any estimated payment as to Tenant's Proportionate Share of utilities, Tenant shall also pay Landlord a late fee equal to five percent (5%) of the amount of such late payment.

12. **SIGNS.** Tenant should be responsible for all signage expenses. Following Landlord's consent, Tenant shall have the right to place on the Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall reimburse Landlord for all out-of-pocket costs incurred by Landlord in assisting Tenant with its efforts to obtain any necessary government permits and approvals. Tenant shall repair all damage to the Premises resulting from the removal of signs installed by Tenant. Notwithstanding the above, Landlord consents to a box style sign approximately 4' x 12' with Tenants primary logo and colors mounted to the front of the building over Tenant's Premises subject to local ordinance and codes. Tenant will subject such signage for Landlord's final review.
13. **PROPERTY INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interest in the Premises and property located on the Premises.
14. **DEFAULT.** In the event that Tenant defaults in the payment of rent for more than ten (10) days after the date on which such payment is due, or if Tenant continues to violate any other provision of this Lease, after receipt or written notice from Landlord to correct same and Tenant shall not initiate action to correct such default within thirty (30) days of such notice and diligently pursue the correction of such default to completion, then, in such event, this Lease shall terminate at the option of Landlord and then Landlord shall be entitled to regain and retake possession of the Premises, without liability therefore. In the event of any such occurrence, Tenant shall be liable to the Landlord for any and all losses sustained by said Landlord as a result of said default and consequent termination of this Lease, including for the purposes of illustration only and without limiting the generality of this foregoing, the loss of all rent for any period remaining under this Lease; all costs of releasing the Premises, such as advertising expenses and the costs of preparing any new Lease Agreement; the cost of cleaning and restoring the Premises to a rentable condition; the unamortized Abated Rent (the amount thereof being abated on a straight-line basis over the initial term of the lease commencing with the first month for which base rent is due and payable under this Lease); and all cost incurred in removing Tenant from the Premises should it refuse to peaceably surrender same in the event of the Landlord's election to terminate, as hereinabove provided including all attorney fees and court costs connected therewith. If Tenant fails to make any payment that it is required to make (other than the payment of base rent), including but not limited to defaults in performing any of its obligations under this Lease, Landlord, at its option, at any time after 10 days notice to Tenant, may (but shall not be obligated to) make the payment, or cause the obligation of Tenant to be performed for and on behalf of Tenant, expending such sums as may be necessary to perform or

satisfy the obligation of Tenant. All sums so expended by Landlord, together with interest at the rate of 5% per annum, shall be deemed additional rent, and shall be repaid by Tenant to landlord on demand; but no payment, act, or expenditure by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of default. In the event that Landlord defaults in the performance of any obligation of Landlord under this lease and fails to initiate action to correct such default within thirty (30) days of receipt of written notice thereof from Tenant, Tenant shall have the right to initiate curing the default, and in that event Tenant shall have the right to offset the reasonable costs of curing such default against the monthly rent due and payable under this Lease (and shall have no other remedy by reason of such default by Landlord). Notwithstanding any other provision of this Lease, in the event that the Premises or the Building are significantly damaged and Landlord fails to initiate repairs within forty-five (45) days of the day on which the damage was suffered or reasonably diligently pursue such repairs to completion once initiated, then Tenant shall have the right to notify Landlord in writing of its intent to terminate the Lease. If Landlord fails to initiate and/or resume repairing the damage within fifteen (15) days of Landlord's receipt of such notice from Tenant, Tenant shall have the right to terminate this Lease by giving written notice to Landlord not less than fifteen (15) days prior to the effective date of the termination.

- 15. CUMULATIVE RIGHTS. The rights of the parties under this lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.
- 16. GOVERNING LAWS. This Lease shall be construed in accordance with the laws of the State of Ohio.
- 17. CONSENT TO JURISDICTION. Tenant hereby agrees that any action relating to Tenant's failure to perform any of its obligations under this Lease may be brought in any court in Montgomery County, Ohio selected by Landlord, and Tenant hereby submits itself to the jurisdiction of any court in Montgomery County, Ohio as to any such matter.
- 18. NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

CROOKED TREE GROUP LLC

P.O. BOX 425
MASON, OH 45040

TENANT:

PREMIER HEARING
HEALTHCARE CENTER, LLC
6601 Taywood Road
Englewood OH 45322-3761

Such address may be changed from time to time by either party, by providing written notice as set forth above.

19. ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by both parties obligated under the amendment.
20. COVENANTS OF TENANT. The Tenant shall use and occupy the Premises and its appurtenances in a careful, safe and proper manner; shall keep the Premises in order and in a clean and sanitary condition; shall not allow the Premises to be used for any purpose or in any way that will increase the rate of insurance thereon; shall neither bring nor suffer to be brought to or upon the Premises any substance or force that will increase the hazard of fire in or on Premises; shall not sublet the Premises or any part thereof; nor assign this Lease or any interest therein or thereunder, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld; shall obey all public laws, ordinances, regulations and orders with reference to the use and occupancy of the Premises to Landlord with all alterations, improvements or additions made therein by Tenant, broom clean, in the same condition as when first acquired, reasonable wear, tear and depreciation excepted upon expiration thereof; shall make no alterations, additions or improvement to the Premises (except for renovations listed below) without first obtaining the prior written consent of the Landlord; and shall not paint, paper or otherwise redecorate or make alterations to the Premises, or erect any sign on the exterior of the Premises which is not in keeping the exterior decor thereof as approved by Landlord. All alterations, additions or improvements made to the Premises with the consent of Landlord shall become the property of Landlord and shall remain upon and be surrendered with the Premises. Notwithstanding the foregoing, Tenant shall have the right to assign this Lease or to sublease a portion of the Premises to an affiliate of Tenant with written consent of the Landlord, which consent shall not be unreasonably withheld, provided that Tenant shall provide timely notice thereof to Landlord.
21. A) LANDLORD INDEMNITY. Tenant shall indemnify, defend and save Landlord and its directors, officers, members, agents, employees, successors and assigns (collectively, the "Indemnified Parties") harmless against any and all claims arising from Tenant's use and occupancy of the Premises or from any work or thing done by or on behalf of Tenant in or about the Premises. Tenant will further indemnify and save Landlord harmless against any and all claims arising from any breach or default in the performance of any of Tenant's obligations under this Lease or arising from any act or negligence of Tenant, its agents, contractors, employees, invitees and licensees. Tenant's obligations under the foregoing indemnities shall include all costs, counsel fees, expenses and liabilities incurred in connection with any such claims. This indemnity shall survive the expiration or termination of this Lease with respect to claims or occurrences arising prior to such expiration or termination.

21. B) TENANT INDEMNITY. Landlord shall indemnify, defend and save Tenant and its directors, officers, members, agents, employees, successors and assigns (collectively, the "Indemnified Parties") harmless against any and all claims arising from Landlord's use and occupancy of the Premises and Building or from any work or thing done by or on behalf of Landlord in or about the Premises or Building. Landlord will further indemnify and save Tenant harmless against any and all claims arising from any breach or default in the performance of any of Landlord's obligations under this Lease or arising from any act or negligence of Landlord, its agents, contractors, employees, invitees and licensees. Landlord's obligations under the foregoing indemnities shall include all costs, counsel fees, expenses and liabilities incurred in connection with any such claims. This indemnity shall survive the expiration or termination of this Lease with respect to claims or occurrences arising prior to such expiration or termination.
22. TENANT'S INSURANCE. Tenant shall carry and maintain commercial general liability insurance on the Premises throughout the term of this Lease, with terms and companies satisfactory to Landlord and for limits of not less than \$500,000.00 for personal injury or death arising out of any one occurrence and not less than \$500,000.00 for damage to property arising out of any one occurrence. Tenant shall also carry insurance against fire and such other risks as are from time to time included in a "special form" policy of commercial property insurance insuring the full replacement cost of all leasehold improvements paid for by Tenant, including all wall coverings, furnishings, equipment and other items of personal property located on or within the Premises, regardless of whether any of those items will constitute fixtures and be surrendered to Landlord upon expiration of the Term. All of these policies shall be cancelable only upon 10 days prior written notice to Landlord and Tenant. Landlord and any mortgagee shall be additional insureds, except with respect to the sole negligence of Landlord or any mortgagee, on these policies. Prior to the commencement of the term of this Lease and within 15 days prior to the expiration of each such policy, Tenant shall furnish Landlord with copies of the policies or, at Tenant's election, certificates evidencing that this insurance is in full force and effect and stating the terms of the insurance.
23. LOSS OR DAMAGE TO TENANT'S PERSONALTY. All of Tenant's personal property placed in or about the Building or the Premises shall be at Tenant's sole risk, and Landlord and its agents and employees shall not be liable to Tenant, or its agents or employees, for theft, loss or misappropriation, or for any damage or injury due to explosion, water, rain, snow, frost, steam, gas, electricity, heat, cold, dampness, falling plaster, sewage, odors, noise, leaks from any part of the Building or the roof, the bursting or leaking of pipes, plumbing, electrical wiring and equipment and fixtures of all kinds, or any act or neglect of other tenants or occupants of the Building or of any other person or from any other cause whatsoever. Tenant shall give immediate notice to Landlord in case of fire or accident in the Premises or of any defects, damage or injury in the Premises or in any fixtures or equipment.

24. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
25. CONTROL AND LIABILITY. It is agreed and understood by the parties hereto that the Premises, its fixtures and appurtenances are under the sole and exclusive control of the Tenant and that the Landlord shall not be liable to it, its guests, invitees, servants or agents for any damages, whether to person or property, caused from any reason whatsoever, including but not limited to the failure of any plumbing, heating, sewage, electrical, water or gas systems or supply, or from the failure of any other fixture, or for roof, sidewalk or floor leakage, sweating or seepage or from any damage arising from the element or any other cause. The Landlord shall, likewise, not be liable for any latent defect in the Premises.
26. LIEN OF LANDLORD. To secure the rentals herein agreed to be paid by Tenant, Landlord hereby reserves a lien upon the Premises, and the interests of the Tenant and its successors and assigns, as well as and in addition to a lien on all fixtures and equipment of the Tenant located in, on or about Premises, in favor of Landlord, its successors and assigns, prior and preferable to any and all other liens thereon whatsoever.
27. USE. Tenant may use the Premises for a professional office for hearing related business, and sublet portions thereof for office/professional users. Landlord will not lease other portions of the Building to obnoxious, non-lawful, or any use that is not medical/professional office. Tenant may terminate lease within thirty (30) days notice in such event.
28. EXCLUSIVE USE. Landlord will not lease out all or any other portions of the building to another Tenant whose use conflicts with Tenant's use as a hearing aid provider.
29. CONDEMNATION. In the event that the Premises, or any part thereof, should be appropriated or condemned by proper public authority, having the power of eminent domain, Landlord shall be entitled to receive and collect all payments and awards arising therefrom and should a substantial portion of the Premises be taken so as to render same untenable, Tenant, at its option, may terminate this Lease. In the event that Tenant does not elect to terminate this Lease, Tenant shall be entitled to an equitable abatement of its rent.
30. DAMAGE OR DESTRUCTION. In case the Premises are damaged by fire, explosion or other casualty, wholly without fault of the Tenant, its invitees, guests, licensees, servants or agents, Landlord shall immediately arrange to repair same and shall make an equitable adjustment of the rent during the period of repair. Should the Building be totally or substantially destroyed or in the event that the

Building or common areas shall be damaged or destroyed so as to unreasonably inhibit ingress and egress to the Premises, without fault of Tenant, its invitees, guests, licensees, servant or agents, either party, at its option, may terminate the Lease by written notice to the other within ten (10) days of the occurrence of such damage or destruction.

31. QUIET ENJOYMENT. Landlord covenants that it has full right and authority to execute and perform this lease, and that for so long as the Tenant shall keep and maintain all the provisions hereof without breach or default, it shall peaceably and quietly hold, occupy and enjoy the Premises during the term hereof, without any interference, hindrance or molestation by said Landlord or any other person, firm or organization claiming under it.
32. HOLDOVER. Should Tenant continue in possession of the Premises after the end of the term, with the expressed or implied consent of Landlord, that holding over shall be construed to be a tenancy from month to month only, and the monthly tenancy shall be subject to all of the terms and conditions of this Lease and shall be upon a monthly rental equal to 125% of the monthly installments of base rent applicable immediately prior to the end of the Lease term, unless otherwise changed by 30 days notice from Landlord. This tenancy may be terminated effective the last day of any month by 30 days written notice given by either party to the other. At the expiration of a holding over period, Tenant shall yield the Premises to Landlord in the condition required by the terms of this Lease.
33. LIENS. If, because of any act or omission of Tenant or anyone claiming through or under Tenant, any mechanic's or other lien or order for the payment of money is filed against the Premises, the Building, Tenant's leasehold estate, or Landlord's Property (whether or not the lien or order is valid or enforceable as such), Tenant shall, at Tenant's sole expense, cause the same to be cancelled and discharged of record within 60 days after the date of filing, and shall indemnify and save harmless Landlord against any and all costs, expenses, claims, losses or damages, including reasonable counsel fees, resulting from the lien or Tenant's failure to release the same.
34. ENVIRONMENTAL MATTERS. During the term of this Lease, neither Tenant nor any agent or party acting at the direction or with the consent of Tenant, shall treat, store, or dispose of any "hazardous substance," as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), or petroleum (including crude oil or any fraction thereof) on or from the Premises or the Landlord's Property. Without limiting any other indemnities in this Lease, Tenant agrees to fully and promptly pay, perform, discharge, defend, indemnify and hold harmless Landlord and its officers, directors, members, shareholders, and mortgagees from any and all claims, orders, demands, causes of action, proceedings, judgments, or suits and all liabilities, losses, fines, penalties, costs or expenses (including, without limitation, technical consultant fees, court costs, expenses paid to third parties and reasonable legal fees) and damages arising out of, or as a result of, (i) any "release" as defined in

Section 101(22) of CERCLA of any hazardous substance or petroleum (including crude oil or any fraction thereof) discharged, deposited, dumped, spilled, leaked or placed into, on or from the Premises or the Landlord's Property by Tenant, its agents, employees, or others claiming by, through or under Tenant; or (ii) any toxic, explosive or otherwise dangerous materials or hazardous substances that have been buried beneath, concealed within or release on or from the Premises or the Landlord's Property by Tenant, its agents, employees, or others claiming by, through or under Tenant. This indemnity shall survive the expiration or termination of this Lease. Landlord warrant to Tenant that the Premises has no such hazardous waste or substance at time of Lease execution.

35. **SUBORDINATION.** This Lease and all of Tenant's rights under this Lease are subject and subordinate to all underlying leases, trust indentures and mortgages (collectively "Mortgages") placed on or affecting the Building and/or the land on which the Building is located, and all renewals, modifications, consolidations, replacements, substitutions, additions and extensions of any Mortgages and any Mortgages now or in the future affecting the Building or land or any interest in the same. In confirmation of this subordination, provided that Landlord shall not then be in default under this Lease, Tenant shall execute and deliver promptly any subordination agreement that Landlord may request. In the event any proceedings are brought for the foreclosure of any Mortgage, Tenant shall, upon request, attorn to the purchaser upon foreclosure, and recognize the purchaser as the Landlord under this Lease to the same extent and effect as the original Landlord. Tenant agrees to execute and deliver upon the request of Landlord, or any purchaser, any instrument necessary or desirable to evidence this attornment. Tenant waives any right that it may have by law to terminate this Lease or to surrender possession of the Premises by reason of any such foreclosure proceeding.
36. **ESTOPPEL CERTIFICATES.** Within 30 days after the request of Landlord, any owner, transferee, or purchaser at foreclosure of the Building, any potential purchaser of the Building pursuant to contract, or any holder or potential holder of a Mortgage, Tenant will execute estoppel certificates addressed to that person(s), certifying as to such facts (if true) and agreeing to such notice provisions and other matters, as the person(s) may reasonably require with respect to the status of this Lease.
37. **ASSIGNS.** The terms, covenants and conditions contained in this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns.
38. **BROKERS.** Landlord and Tenant each represent and warrant to the other that no broker negotiated or procured or was instrumental in negotiating or procuring this Lease, except Landlord's broker Richard Flagel Realty Inc., and Tenant's broker Steven A. Speranza of J.R. Finney Real Estate whose commission or compensation, if any, shall be paid by Landlord, and tenant's Broker.

39. **WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provisions of this Lease.
40. **TERMINATION.** Tenant hereby reserves the Right to Terminate the Lease at Tenants discretion any time between October 1st, 2011 and November 1st, 2011 by giving the Landlord written notice and payment of ninety (90) days Gross Rent, two-year agent commission minus any Security Deposit applications to offset.

41.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof the 28th day of May, 2010.

TENANT:

PREMIER HEARING HEALTHCARE CENTER, LLC,

By: _____

Name:

Title:

STATE OF OHIO)

) SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, the _____ of Premier Hearing Healthcare Center, LLC, on behalf of the corporation, as Tenant.

NOTARY PUBLIC

My Commission Expires:_____

[LANDLORD’S SIGNATURE PAGE FOLLOWS]

LANDLORD:

CROOKED TREE GROUP LLC,
an Ohio limited liability company

By: _____
Name:
Title:

STATE OF OHIO)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, the _____ of Crooked Tree Group LLC, an Ohio limited liability company, on behalf of the company.

NOTARY PUBLIC

My Commission Expires:_____