

LEASE AGREEMENT

This agreement made this 21 day of January 2022 by and between Gallaher Properties I, LLC, Donna Thie, herein called "**Landlord**", and Kathy Stubbs, herein called "**Tenant**".

1. Description of Property

Landlord does hereby demise and rent unto the Tenant the commercial building located at 47 East Center Street, Farmersville, Ohio 45325.

2. Term

The term of the Lease Agreement shall be for one year commencing on the 1st of February 2022 and ending 31st day of March 2023. Tenant shall provide in writing, two months before the end of lease period to request lease extension. Terms of the lease will be renegotiated at that time.

The monthly rent shall be eight hundred dollars (\$800.00) per month. Said payment shall be made as a direct deposit to Gallaher Properties I, LLC River Valley Credit Unit bank account. Rent is due on the 1st of each month, with first rent payment due April 1, 2023.

If the rent is not in the account by the fifth day of each month for which rent is due, the tenant shall pay a delinquency charge of twenty dollars (\$20.00) for each day late and will be issued eviction notice upon the 10th day rent is past due.

3. Security Deposit

A security deposit of one thousand dollars (\$1,000.00) is due at signing of this lease agreement. If the tenant vacates the building, the landlord, subject to state and local law, may use the security deposit as reimbursement for any unpaid tenant portion of the monthly rent as a set off for wear and tear other than normal and other amount which the tenant owes under the lease agreement. If tenant vacates the unit not owing any rent or other amount under the lease agreement consistent with state or local law, or if the amount owed is less than the amount of the security deposit, the landlord agrees to refund the full amount or the balance to the tenant.

4. Responsibility for Maintenance

The responsibility for maintenance and services is as follows:

- The Landlord shall maintain those areas external to the building including grounds maintenance. Services include snow removal, parking lot maintenance,

- roof, windows, doors, and exterior walls.
- Landlord will also provide extermination services with the cooperation of the Tenant.
- Tenant shall be responsible for the minor maintenance of the interior building including HVAC., drains and plumbing. Catastrophic failure of HVAC will be covered by the landlord if maintenance and reporting of issues is timely.

5. Utilities

The tenant shall be responsible for and pay all utilities (electricity, gas, and water) and services (cable, security, and trash collection) starting the 1st day of February 2022.

6. Occupancy of the Premises

The tenant agrees not to assign this Lease Agreement; not to sublet or transfer possession of the Premises; not to give accommodation to boarders, lodges, or others not to use nor to permit the use of the Premises for any other purpose than as a restaurant.

The Landlord shall be permitted to enter the Premises during reasonable hours for the purpose of performing routine inspections and maintenance, or to show the premises for releasing. The Landlord shall notify the tenant at least

one day/24 hours prior to entry except where the Landlord has reasonable cause to believe that an emergency exists. If the Tenant is absent from the Premises when the Landlord stated the date, time and purpose of entry, Landlord may enter the Premises without Tenant.

7. Tenants Obligations

The Tenant and all members of his/her company shall, in addition to other obligations contained in this Rental Agreement, be obligated:

- To abide by necessary and reasonable regulations promulgated by the Landlord, which are listed herein concerning the use and care of the Premises and the common areas. To notify the Landlord promptly of the need of repairs to the building.
- To comply with all obligations imposed upon Tenant by applicable provisions of building and housing codes materially affecting health and safety.
- To keep the Premises and such other areas as may be assigned to Tenant for Tenant's exclusive use in a legal, clean, and safe condition.
- To dispose of all trash, garbage, rubbish, and other waste from the Premises in a sanitary and safe manner.
- To use only in a reasonable manner all electrical, plumbing, sanitation, heating, ventilating, air conditioning and other facilities at the Premises.
- To be responsible for and to pay for any drain/sewer cleaning service and loss of damage results from overflow from toilets, sinks, on the Premises.
- To refrain from intentionally or negligently destroying, defacing, damaging or removing

any personal or real property within the Premises.

- To pay reasonable charges (other than normal wear and tear) for the repair of damages to the Premises, facilities or common areas caused by the Tenant or guests.
- To conduct themselves and cause other persons who are on the Premises with their consent to conduct themselves in a manner which will not disturb their neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the Premises in a decent, safe and sanitary condition.
- To refrain from illegal or other activity which impairs the physical or social environment in which the Premises are located.
- Not to store any property outside the building that is considered an eyesore.
- Not to keep any flammable, gasoline, naphtha, solvents, etc. in the Premises.
- Not to install outside aerials/antennas without written consent of the Landlord.
- Not to park in other than designated parking area.
- Not to discharge any firearm within the Premises
- Not to threaten or assault any person from or within the Premises.
- To obtain written permission from the Landlord before causing any alternation or changes in the Premises or causing the installation or affixation of any items which would become fixtures upon such installation and/or affixation.

8. Landlord's Obligations

The Landlord shall, in addition all other obligations contained in the Lease Agreement, be obligated to comply with applicable requirement of applicable building codes and housing codes affecting health and safety.

9. Termination of Tenancy by Landlord

The Landlord may terminate or refuse to renew the Rental Agreement for any of the following grounds:

- Serious or repeated violation of the terms and conditions of the Lease Agreement
- Violation of applicable federal, state, or local law
- Other good cause

The Landlord must serve a written three (3) day Notice of Termination of Tenancy on the Tenant which states the date of tenancy shall terminate.

The notice of Termination must:

- State the reasons for such termination with enough specificity to enable the Tenant to prepare a defense.
- All evictions must be carried out through judicial process under State and local law. "Eviction" means the dispossession of the Tenant from the building unit pursuant to State or Local Court action.

10. Termination of Tenancy by Tenant

If the Landlord shall substantially violate any of the material terms and conditions of this Lease Agreement, the Tenant shall have the right to cancel this Rental Agreement upon giving notice to the Landlord in writing and thereafter, the Tenant shall be relieved of any further obligation hereunder.

11. Vacating Premises

The Tenant agrees that any property left in the Premises after the last day for which rent has been paid shall be conclusively presumed to have been abandoned by the Tenant and the Tenant hereby acknowledges that it is their intent to abandon any property so left and hereby agrees that such property may be disposed of by the Landlord as it sees fit. Tenant further agrees that upon the expiration or termination of this term, they shall yield immediate possession to the Landlord and return the keys to the Landlord.

12. Successors and Assigns

This Agreement shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

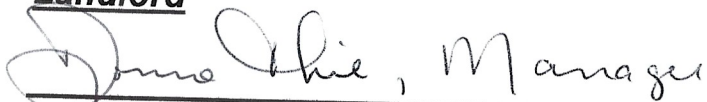
13. Addendum

If it becomes necessary to alter any of the provisions of this Lease Agreement, it will be done by execution of a written Addendum to the Lease Agreement signed by all parties. All revisions of this Lease Agreement, which are not altered by the Addendum shall remain in full force and effect.

14. Insurance

Tenant shall be responsible for any personal property insurance on Tenant's contents within the premises and commercial liability insurance for operation of restaurant and must present policy to Landlord upon occupancy.

Landlord

 Donna Thie, Manager

1-21-22

Donna Thie, Manager of Gallaher Properties I, LLC.

Tenant

 Kathy Stubbs

1-25-22

Kathy Stubbs, Owner of Farmer in the Deli