

## Ohio Commercial Lease Agreement

WHEREAS, the parties William C. Moore and Sona Louise Lipps Moore, as trustees of the William C and Sona L Moore Trust, hereinafter "Landlord", and Tri State Paging and Steve Neal, hereinafter "Tenant", have had a continuous lease since on or about June 1, 2010;

WHEREAS, Landlord and Tenant have at all times since the inception of the lease complied with the terms of the agreement;

WHEREAS, Landlord and Tenant do not assert any claim or contend a claim is pending against the other as of the date this agreement is acknowledged and executed;

WHEREAS, Landlord and Tenant both desire to continue with the original lease terms but neither party can locate the signed lease originally executed;

WHEREAS, Landlord and Tenant acknowledge Landlord's desire to enter into a public auction of the property;

WHEREAS, Landlord and Tenant do not require any additional consideration for the execution of this lease acknowledgement;

WHEREAS, Landlord and Tenant agree the terms of this document supersede and replace any previous terms; and

Tenant has been and continues to be the owner of improvements located upon the land visibly seen and commonly known to be contained and limited to the area within a fenced portion measuring an approximate one hundred (100) feet by one hundred (100) feet tract of land at the end of a lane off of New Harmony – Shiloh Road, which is part of Brown County, Ohio Parcel Number 290556400000, which is more particularly described in the attached site plan identified as Exhibit A.

Landlord has made and continues to make available for lease the land contained within the visibly seen and commonly known contained and limited area within the fenced portion measuring an approximate one hundred (100) feet by one hundred (100) feet tract of land at the end of a lane off of New Harmony – Shiloh Road, which is part of Brown County, Ohio Parcel Number 290556400000, which is more particularly described in the attached site plan identified as Exhibit A. The larger portion of land is not included as a term of this lease. The leased premises described herein shall be limited to the approximate one hundred (100) feet by one hundred (100) feet tract of land.

Landlord has and continues to lease the Leased Premises to Tenant, and Tenant has and continues to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

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## 1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning June 1, 2010, and ending May 31, 2013.

B. Tenant may renew the Lease for an extended term of five (5) years. Tenant shall exercise such renewal option at any time prior to the expiration of the lease term by giving written notice to Landlord.

## 2. Rental.

A. Tenant shall pay to Landlord subsequent to the Initial Term a rental amount as follows:

Year 1 - June 1, 2013 through May 31, 2014, the sum of Two Hundred (\$200.00) Dollars per month;

Year 2 - June 1, 2014 through May 31, 2015, the sum of Two Hundred (\$200.00) Dollars per month;

Year 3 - June 1, 2015 through May 31, 2016, the sum of Two Hundred (\$200.00) Dollars per month;

Year 4 - June 1, 2016 through May 31, 2017, the sum of Two Hundred (\$200.00) Dollars per month;

Year 5 - June 1, 2017 through May 31, 2018, the sum of Two Hundred (\$200.00) Dollars per month;

Year 6 - June 1, 2018 through May 31, 2019, the sum of Two Hundred (\$200.00) Dollars per month; and

Year 7 - June 1, 2019 through May 31, 2020, the sum of Two Hundred (\$200.00) Dollars per month;

B. Each monthly installment payment shall be due in advance on the first day of each calendar month during the lease term to be delivered to Landlord at 5808 Ravine Creek Drive, Grove City, Ohio 43123, or at such other place designated by written notice from Landlord to Tenant.

## 3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Tenant warrants the leased premises shall be used by Tenant as part of a telecommunications business. Tenant shall maintain the approach to the area to include maintenance around the perimeter to ten (10) feet outside the fenced area.

## 4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under

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common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent.

### 5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises.

### 6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install similar or like telecommunications equipment as necessary for the purposes of Tenant's business. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense. Tenant is solely responsible for any and all repairs, removal, damage of any and all improvements related to this lease to include removal of improvements at the end or termination of this lease.

### 7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

### 8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company, such insurance to afford minimum protection of not less than \$100,000.00 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of

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Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

D. Tenant shall indemnify Landlord from any legal action related to the lease and the improvements subject to the leasehold.

### 9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Tenant shall ensure maintenance of the aerial and safety lighting as required by any governmental authority.

### 10. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

### 11. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord.

### 12. Damage and Destruction.

Subject to Section 5, 6 and 8 above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage.

### 13. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

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## 14. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

## 15. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

## 16. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

## 17. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

### **To Landlord:**

William and Sona Moore, 5808 Ravine Creek Drive, Grove City, Ohio 43123

### **To Tenant:**

Tri State Paging, 3756 Number Nine Road, Blanchester, OH 45107

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

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## 18. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

## 19. **Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

## 20. **Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

## 21. **Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

## 22. **Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

## 23. **Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

## 24. **Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

## 25. **Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

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30. **Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have reaffirmed this Lease as of the day and year executed below.

*William E. Moore* 11 Feb 2015

*Sona L. Moore* 2/11/2015

William and Sona Moore, Trustees - Landlord DATE

*Tri State Paging + Steve Neal* 2/17/15

Tri State Paging and Steve Neal - Tenant DATE