

LEASE AGREEMENT

This Lease made and entered into this 1st day of February 2016, by and between **James Coffelt**, having an address of P.O. Box 157, 77500 Jamison Road, Cadiz, Ohio 43907, hereinafter referred to as "Landlord", and **Kidder Law Firm, LLC**, an Ohio limited liability company, having an address for purposes hereof at: P.O. Box 1562, Dublin, Ohio, hereinafter referred to as "Tenant".

James Coffelt
Shelley Coffelt

WITNESSETH

Now Therefore, in consideration of the covenants and agreements contained herein, the sum of ten (\$10.00) dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant agree as follows:

ARTICLE I. INTRODUCTORY PROVISIONS

Section 1.1 Basic Lease Provisions

The following Basic Lease Provisions are an integral part of this Lease, are referred to in other Sections hereof, including, but without limitation, the Sections identified below and are presented in this Section for the convenience of the parties. Each reference in this Lease to a Basic Lease Provision shall be construed to incorporate all of the terms provided for under such provisions. Additionally, some Basic Lease Provisions are self-operative and are not referred to in other sections of this Lease.

- (a) Location Address: 131 West Market Street, Cadiz, Ohio 43907 (herein referred to as the "Office Space").
- (b) Type of Premises: Commercial Office Space - d/b/a "Kidder Law Firm, LLC" or any other name or names that Tenant may desire or use in the future, including multiple names on the store front, doors or windows of those enterprises owned, in whole or part by Tenant or doing business in conjunction with the Tenant herein in any capacity. Tenant shall have the right to occupy 100% of the first and second floor(s) of the Location Address. This will require a buildout of both the street level location; and the basement location if the Tenant exercises its option to include such basement location as provided herein.
- (c) Original Term: The Term of this Lease shall commence upon the Possession Date of this Lease and shall continue for sixty (60) Months after the Rent Commencement Date as defined below.
- (d) Option Term(s): Provided that the Tenant is not in default at the time, the Tenant shall have the opportunity to extend the Original Term for two (2) additional seven (7) year terms, whereby Tenant shall give the Landlord written notice of its exercise of the option to extend not less than ninety (90) days prior to the expiration of the existing Term or First Option Term ("Lease Option Renewal Date"). Such Options will also apply to the basement location, if Tenant exercises its option to include such basement location as provided herein.

Basement Option: Tenant shall have the option at any time during the original term or any option term described herein to add the basement of the Leased Premises as part of this Lease and Leased Premises. Upon exercising Tenant's right to include the basement location in writing to the Landlord, then Landlord shall build-out the basement as described herein and to the satisfaction of Tenant within four (4) months after the receipt of such notice and thereafter Tenant shall pay additional rental in the amount of five hundred dollars (\$500.00) per month during the balance of the original term and any option terms described herein for the use and occupancy of such additional square footage in the basement location. Additionally, Tenant will pay a one-time fee equal to \$500.00 as a contribution to the build-out of Basement area.

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(e) Possession Date:

Landlord will tender possession of the Leased Premises (street level) to Tenant with Landlord's work substantially completed between March 1, 2016 and April 1, 2016 and shall provide a certificate of occupancy at such time. Landlord will make the premises available to Tenant or Tenant's contractors to install any necessary painting, cabling, fixtures, furniture or product after March 1, 2016.

(f) Lease Commencement:

Same as the Possession Date.

(g) Rent Commencement:

The Tenant agrees to pay rent to the Landlord at the offices of Landlord, or at such other place as designated by the Landlord, without prior demand and without any deduction counterclaim or set-off whatsoever, a yearly rental payable pursuant to the schedule set forth below in Section 1.1 (h), in advance, on the first day of each month. The rent shall commence thirty (30) days after the later of either the Possession Date as defined herein or the date that Landlord tenders the certificate of occupancy to Tenant whereby Tenant can commence using the Premises for office work, provided that Tenant's actions have not caused unnecessary delay. Rent shall be payable by the Tenant to the Landlord on a pro rata basis for any partial month. The First Month's rental due hereunder has previously been paid to the Landlord in the form of check #3109 in the amount of \$1,500.00 and made payable to James Coffelt.

(h) Fixed Minimum Rent:

Original Term:

During the Original Term and beginning on the Rent Commencement Date the Tenant shall pay annual rent in the following amounts:

Year one (1) through Year five (5): Eighteen Thousand Dollars (\$18,000.00) per year in equal monthly installments of Fifteen Hundred Dollars (\$1,500.00) per month.

NOTICE: The aforementioned rental amounts are a gross rental and, except as may be set forth herein, there are no additional charges to be paid by Tenant for taxes, common area maintenance or insurance paid by the Landlord.

Option Terms: During the Option Terms, if exercised, and at the conclusion of the Original Term or First Option Term, the Tenant shall pay annual rent in the following amounts:

First Option Term: **Option Years six (6) through twelve (12):** Twenty Four Thousand Dollars (\$24,000.00) per year in equal monthly installments of Two Thousand Dollars (\$2,000.00) per month.

Second Option Term: **Option Years thirteen (12) through nineteen (19):** Thirty Thousand Dollars (\$30,000.00) per year in equal monthly installments of Two Thousand Five Hundred Dollars (\$2,500.00) per month.

NOTICE: The aforementioned rental amounts are a gross rental and, except as may be set forth herein, there are no additional charges to be paid by Tenant for taxes, common area maintenance or insurance paid by the Landlord.

(i) Other Sums Payable:

Water & Sewage: Tenant is responsible for paying all water & sewage charges.

Electric: Tenant is responsible for all electric consumed.

Gas: Tenant is responsible for all gas consumed.

Telephone: Tenant is responsible for all telephone service.

Cable: Tenant is responsible for all DHL or high speed internet access.

(j) Approximate GLA of

Leased Premises: 1,900 square feet on the street level floor. Approximately 900 square feet on the basement level.

(k) Termination Right:

At any time after the 18th month of the Lease and during the Term or any Option Term(s), Tenant shall have the right to terminate this Lease at the expiration of the 18th month of the Original Term or any time during the First or Second Option Term(s) thereafter, but must tender a termination fee equal to five thousand dollars (\$5,000.00) if exercised during the Original Term or two thousand dollars (\$2,000.00) if exercised during either the First or Second Option Term(s). Tenant must exercise this option in writing and provide an official notice of the same, including any termination fee as described herein. Tenant must vacate the Premises within thirty (30) days after sending such

notice. In the event that Charles L. Kidder, Attorney At Law is rendered disabled under any State or Federal Guidelines applicable at any time or physically cannot perform legal work or cannot legally perform work as a licensed attorney in the State of Ohio, then the Tenant can exercise a one-time right of termination upon thirty (30) days' notice to the Landlord and without paying any termination fee as described herein. Again, Tenant must vacate the Premises within thirty (30) days after sending such notice.

(l) Broker: Tenant represents that it has not utilized a real estate broker and that Landlord is represented by himself.

(m) Tenant's Option To Purchase: Tenant shall have the right to purchase the entire building of which the Premises is a part and subject to the terms and conditions found in Section 20.18 herein.

(n) Exhibits: **Exhibit "A"** is attached hereto and is made a material part of this Lease Agreement and shall be titled "Construction Rider".

Exhibit "B" is attached hereto and is made a material part of this Lease Agreement and shall be titled "Leases Premises Layout"

Exhibit "C" is attached hereto and is made a material part of this Lease Agreement and shall be titled "Architectural Plans". This Lease is strictly contingent upon the Tenant approving the Architectural Plan and building out contained in the attached Exhibit A. In the event that Tenant does not approve the Architectural Plan, then this Lease shall have no force or effect.

ARTICLE II. LEASED PREMISES AND TERM

Section 2.1 Leased Premises

The Landlord leases to the Tenant, and the Tenant rents from Landlord, the Leased Premises specifically set forth in the attached Exhibit "B" (herein called the "Leased Premises Layout").

Section 2.2 Roof and Walls

Landlord shall have the exclusive right to use all or any part of the roof of the Leased Premises for any purpose including, but not limited to, erecting structures on or over all or any part of the same, erecting scaffolds and other aids to the construction and installation of the same, and installing, maintaining, using, repairing and replacing pipes, ducts, conduits, and wires leading through, to or from the Leased Premises and serving other parts of the Office Space of which the Leased Premises are a part in locations which do not materially interfere with Tenant's use of the Leased Premises.

Section 2.3 Lease Term

The term of this Lease (hereinafter called "Lease Commencement") shall commence pursuant to Section 1.1 (f).

Tenant waives all other damages, recourse or ability to terminate this Lease.

Section 2.4 Rent Commencement Date

The Tenant shall be obligated to pay rental beginning on the date identified in Section 1.1 (g).

Section 2.5 Lease Year Defined

"Lease Year" as used herein, means a period of twelve (12) consecutive months during the Lease Term.

ARTICLE III. TENANT'S WORK

Section 3.1 Tenant's Work

Tenant agrees to accept the Leased Premises only after all of the Landlords work is completed as described on the attached Exhibit "A".

ARTICLE IV. RENT

Section 4.1 Minimum Rent

Tenant covenants and agrees to pay to Landlord, without notice or demand, and without any deduction, counterclaim or set-off whatsoever, at Landlord's Notice Address (Landlord's and Tenant's Notice Addresses being the addresses specified in Section 20.7 hereof) as rent for the Leased Premises:

- (i) The Minimum Annual Rent described in Section 1.1 (h) is payable in equal monthly installments in advance upon the first day of each and every month commencing upon the **Rent Commencement Date** set forth in Section 1.1 (g) hereof, and continuing thereafter through and including the last month of the **Term of Lease** set forth in Section 1.1 (c) hereof, such monthly installment being hereinafter called "Fixed Minimum Rent".
- (ii) "Additional Rent" which is any other sum, fee or obligation of Tenant under this Lease.

Section 4.2 Miscellaneous Rent Provisions

Any rent or other amounts to be paid by Tenant which are not paid when due shall accrue an additional charge of the greater of \$25.00 or 2% of the past due sum beginning on the seventh (7th) day ("Late date") and until such amounts plus the additional charge have been paid. If rent is paid by check and such check is returned for any reason, then a returned check charge of \$25.00 will be paid by Tenant. In addition, interest shall accrue on all past due sums from the Late Date at an annual rate equal to the lesser of: (i) one percent (1%) per month; (ii) maximum legal rate. Such interest shall also be deemed additional rent.

Section 4.3 Real Estate Taxes

- (a) Definition. Landlord shall pay or cause to be paid all real estate taxes (as hereinafter defined) assessed or imposed upon Landlord's Tax parcel that contains the Leased Premises or Office Space of which the Leased Premises are a part, which become due or payable during the Lease term. As used in this Section 4.3 the term "real estate taxes" shall mean and include all real estate taxes, public and governmental charges (excluding special assessments or assessments against any of Landlord's personal property now or hereafter located on Landlord's tax parcel that contains the Leased Premises or Office

Space of which the Leased Premises are a part), all costs and fees incurred by Landlord in contesting or negotiating with public authorities.

- (b) Tenant's Share. Notwithstanding anything herein to the contrary, beginning on January 1, 2022 and each year thereafter, Tenant shall contribute to Landlord's Real Estate Taxes in an amount equal to its prorata share of the increase in taxes incurred and actually paid by Landlord, if any, above the base year taxes paid in 2021. However, Tenant's contribution cannot exceed One Thousand Dollars (\$1,000.00) in any given year during the Original Term or Option Terms of the Lease.

ARTICLE V. UTILITIES AND SERVICES

Section 5.1 Utilities

Tenant shall be solely responsible for and promptly pay all charges for use or consumption of sewer, gas, electricity, cable, water and any pest control that may be required and all other utility services. Tenant shall be responsible for maintaining the same in good condition and repair. Effective on the Lease Commencement date, the Tenant shall have all utilities placed in their name and shall be responsible for the payment of the same. In the event, for any reason whatsoever, any utility is not separately metered, then, and in that event, Tenant shall be responsible for its share based upon a formula that Landlord and Tenant deem appropriate and reasonable. There shall be no mark-up in the costs of such utilities paid by Tenant, such as, but limited to, management fees, sub-metering fees or any other fee that would raise the costs of such utilities above the rate being paid by any business that is not sub-metered and which is contracted directly with the respective utility provider. Such responsibility shall survive the expiration or termination of this Lease, but only to the extent and time that Tenant has occupied such Leased Premises.

ARTICLE VI. CONDUCT OF BUSINESS BY TENANT

Section 6.1 Use of Leased Premises

The Leased Premises shall be occupied and used by Tenant solely for the purpose of operating an office that includes, but is not limited to any professional service or business that is legal under State or Federal law.

Section 6.2 Emissions and Hazardous Materials

Tenant agrees that it will not use, permit, hold, release or dispose of any Hazardous Material (defined hereinafter) on, under or at the Leased Premises or the Office Space and that it will not use or permit the use of the Leased Premises or any other portion of the Office Space as a treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Material. Tenant further agrees that it will not cause or allow any asbestos to be incorporated into any improvements or alterations which it makes or causes to be made to the Leased Premises.

The provisions of the preceding sentence shall govern and have control over any inconsistent provision of this Lease. For purposes of this Lease, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous, waste, substance or material.

Landlord covenants and agrees to remove or abate any existing "Hazardous Materials" found in the Office Space or the Leased Premises prior to Tenant's Possession Date and to indemnify Tenant against any and all losses, liabilities, damages, injuries, costs, expenses, fines, penalties, and claims of any and every kind whatsoever (including, without limitation, court costs and attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against Tenant for, with respect to, or as a direct or indirect result of any Hazardous Materials not introduced to the Leased Premises by Tenant or for any breach by Landlord of the foregoing covenants.

Section 6.3 Governmental Regulation

During Tenant's occupancy, it shall maintain the Leased Premises in conformance with the requirements of the governing authorities having jurisdiction. Landlord, prior to Tenant's occupancy and at Landlord's sole costs and expense, will ensure that the Leased Premises conform to all requirements and recommendations of the governing authorities and shall obtain a certificate of occupancy or similar confirmation as required to evidence the same prior to Tenant's occupancy.

Section 6.4 Painting, Decorating, Displays, Alterations

Tenant will not change the architectural treatment of any part of the exterior of the Leased Premises nor any part of the interior of the Leased Premises visible from the exterior nor make any structural alterations, additions or changes in the Leased Premises without Landlord's approval thereto, which approval shall not be unreasonably withheld.

Section 6.5 Signage

Tenant shall have the exclusive rights to utilize the front of the Leased Premises for its signage in accordance to the regulations of the governing authorities. Tenant shall also have the right to utilize the windows of the Leased Premises for signage and display as is consistent with Section 1.1 (b) herein.

Section 6.6 Tenant's Obligations

Tenant warrants, represents, covenants and agrees to and with Landlord, that throughout the term hereof it shall: (i) keep the Leased Premises in a neat and clean condition, (ii) pay, before delinquent, any and all taxes, assessments and public charges imposed upon Tenant's business or fixtures, and pay when due all fees of similar nature, (iii) observe all reasonable rules and regulations established by Landlord for tenants in the Office Space, (iv) observe all restrictive covenants of record known by Tenant as of the execution date of the Lease which are applicable to the Office Space, provided the same do not prohibit Tenant's permitted use of the Leased Premises, (v) not use the parking areas or sidewalks or any space outside the Leased Premises for display, sale, storage, or any other similar undertaking, (vi) not use any advertising medium or sound devices inside the Leased Premises which may be heard outside the Leased Premises, or permit any objectionable odors to emanate from the Leased Premises, (vii) keep the Leased Premises sufficiently heated to prevent freezing of water in pipes and fixtures in and about the Leased Premises, (viii) keep the temperature within the Leased Premises at such levels as may be required by any federal, state or local laws, ordinances or regulations, (ix) intentionally deleted, (x) not conduct any auction, distress, fire or bankruptcy sale (whether real or fictitious), (xi) not use or permit the use of any part of the Leased Premises for the sale, rental, display or operation of amusement, electronic, video machines, games, cassettes or devices without the prior written consent of Landlord or allow the sale or offering of any lottery or raffle tickets or permit any form of games of chance or gambling, in any form, without such similar consent, (xii) not allow the operation of any coin operated or vending machine or pay phone in the Leased Premises, except in areas reserved solely for the use of Tenant's employees, (xiii) conduct its sales practices consistent with the standards and practices generally acceptable in first-class retail Office

Spaces, and conduct its business in the Leased Premises in a lawful manner and in good faith, (xiv) not do any act tending to injure the reputation of the Office Space as determined by Landlord, (xv) not commit or suffer to be committed any waste upon the Leased Premises, not place a load upon any floor of the Leased Premises which exceeds the floor load per square foot area which such floor was designated to carry, (xvi) keep all trash properly bagged while inside the Leased Premises, and dispose of such bagged trash in dumpsters or other receptacles provided by the Landlord, and (xvii) not commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of any other occupant or tenant of the Office Space.

Section 6.7 Legal Requirements:

After Tenant's Occupancy of the Leased Premises, Tenant shall at its own expense, comply with all laws, orders, ordinances and with directions of public officers respecting all matters of occupancy, condition or maintenance of the Leased Premises, whether such orders or directions shall be directed to Tenant or Landlord, and Tenant shall hold Landlord harmless from any and all costs or expenses on account thereof.

ARTICLE VII. MAINTENANCE OF LEASED PREMISES

Section 7.1 Maintenance by Landlord and Tenant

Landlord shall keep or cause to be kept the foundations, parking lot, roof, air conditioning units, heating units (including any mechanical features required to operate such air and heat), electrical systems, plumbing systems and structural portion of the walls and exterior walls, in the Leased Premises in good order, repair and condition except for damage thereto due to the negligence of Tenant, its agents, employees or invites. Landlord shall commence required repairs as soon as reasonably practicable after receiving notice from Tenant thereof. Landlord shall also be responsible for all replacements to the roof of the Leased Premises and any necessary maintenance agreements required to keep such roof in good condition and repair. Landlord shall be responsible for all landscaping, lawn maintenance, ~~snow removal~~ and exterior maintenance of the Leased Premises, except such maintenance that is due to the negligence or willful misconduct of the Tenant. The costs associated with Landlord's performance of the maintenance of the Leased Premises and Office Space is included in the Fixed Minimum Rentals described herein and Tenant shall have no responsibility to reimburse Landlord for such work.

Section 7.2 Maintenance by Tenant

Tenant shall at all times and at its expense, keep the Leased Premises in good order, condition, and repair and clean, orderly, sanitary and safe, damage by unavoidable casualty excepted. Notwithstanding any contrary provision of this Article VII, Tenant, at its expense, shall make any and all repairs to the Leased Premises as may be necessitated by any break-in, forcible entry or other trespass into or upon the Leased Premises, regardless of whether or not such entry and damage is caused by the negligence or fault of Tenant or occurs during or after business hours.

If either party herein fails, refuses or neglects to properly maintain the Leased Premises or to commence or complete any of the repairs or replacements required to be made by the respective party hereunder promptly and adequately, the other party may, in addition to any other remedy they may have, but shall not be required to, make or complete said maintenance, repairs or replacements and the responsible party shall pay the cost and expense thereof, plus a charge of fifteen percent (15%) thereof, to the performing party upon demand.

Section 7.3 Surrender of Leased Premises

At the expiration of the Lease Term or any termination, Tenant shall surrender the Leased Premises in a clean condition with Tenant's fixtures and product and all other personal articles removed from the Leased Premises and deliver all keys for and all combinations on locks, safes and vaults in the Leased Premises to Landlord at Landlord's Notice Address. Tenant is responsible for repairs required due to the removal of Tenant's fixtures and equipment, but subject to normal wear and tear.

Section 7.4 Common Area Use

During the term of this Lease Tenant is granted, subject to Landlord's reasonable rules and regulations promulgated by Landlord from time to time, the nonexclusive license to permit its customers and invitees to use the sidewalks, customer parking areas, the entrance and exit ways designated by Landlord for access and egress to and from the Leased Premises from a public street or highway. Landlord shall have the right, at any time and from time to time, to establish, modify, amend and enforce any reasonable rules and regulations with respect to the Common Areas and the use thereof. Tenant agrees to abide by and conform with such rules and regulations on notice thereof and to cause its permitted concessionaires, invitees and licensees and its and their employees and agents to do the same.

ARTICLE VIII. FIXTURES, ALTERATIONS

Section 8.1 Removal and Restoration by Tenant

All alterations, changes and additions and all improvements, including leasehold improvements, made by Landlord on Tenant's behalf, whether or not paid for wholly or in part by Landlord, shall remain Landlord's. Any alterations, changes, additions and improvements shall immediately upon the termination of this Lease become Landlord's property, be considered part of the Leased Premises, and not be removed at or prior to the end of the Lease Term. Any fixtures or specialty items installed by the Tenant shall remain the property of Tenant and shall be removed upon the expiration or termination of the Lease.

Section 8.2 Tenant's Liens

- (a) Tenant shall not suffer any mechanics' or materialmen's lien to be filed against the Leased Premises by reason of work, labor, services or materials performed or furnished to Tenant or anyone holding any part of the Leased Premises under Tenant. If any such lien shall at any time be filed as aforesaid, Tenant may contest the same in good faith, but notwithstanding such contest, Tenant shall, within thirty (30) days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction, or otherwise.
- (b) Tenant shall not create or suffer to be created a security interest or other lien against any improvements, additions or other construction made by Tenant in or to the Leased Premises or against any equipment or fixtures installed by Tenant therein (other than Tenant's property), except for such security interest in equipment and materials as are disclosed by Tenant to Landlord.

ARTICLE IX. INSURANCE

Section 9.1 By Landlord

- (a) Landlord shall carry liability insurance on the Office Space of which the Leased Premises are a part and the building of which they are a part.
- (b) Landlord shall also carry insurance for fire, extended coverage, vandalism, malicious mischief and other endorsements deemed advisable by Landlord, insuring Office Space of which the Leased Premises are a part and for the full insurable value thereof.
- (c) Tenant shall bear no expense for Landlord's insurance costs.

Section 9.2 Tenant's Obligations

- (a) Tenant, at Tenant's sole cost and expense, shall obtain and maintain for the term of this Lease, insurance policies providing the following coverage: (i) Tenant's fixtures, equipment, furnishings, merchandise and other contents in the Leased Premises, for the full replacement value of said items regardless of cause or peril, (ii) one (1) full year Minimum Rent and business income coverage, (iii) all perils included in the classification "all-risk property insurance coverage" under insurance industry practices in effect from time to time in the jurisdiction in which the Office Space is located, (iv) plate glass insurance, (v) comprehensive general liability insurance naming Landlord, any mortgagee and master lessor as additional insureds, which policy is to be in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) with respect to any one person, in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) with respect to any one accident, and in the minimum amount of Three Hundred Thousand Dollars (\$300,000.00) with respect to property damage, (vi) workers' compensation coverage as required by law.
- (b) The policies described in this Section 9.2 shall: (i) be acceptable to Landlord in form and content, (ii) contain an express waiver of any right of subrogation by the insurance company against Landlord, Landlord's agents and employees, and mortgagees and ground lessors, (iii) contain a provision that it shall not be canceled and that it shall continue in full force and effect, unless Landlord has received at least thirty (30) days prior written notice of such cancellation or termination, and (iv) not be materially changed without at least thirty (30) days prior written notice to Landlord.
- (c) Tenant shall not permit to be done any act which will invalidate or be in conflict with Landlord's insurance policies covering the Office Space or any other insurance referred to in this Lease. Tenant will promptly comply with all rules and regulations relating to such policies. If the acts of Tenant or its employees or agents shall increase the rate of insurance referred to in this Lease, such increases shall be immediately paid by Tenant as Additional Rent.

Section 9.3 Mutual Waiver of Subrogation Rights

Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Leased Premises or in connection with property on

or activities conducted on the Leased Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect). Tenant agrees to pay the increased insurance cost, if any, resulting from such release.

Section 9.4 Indemnification

- (a) Unless due to the willful negligence of the Landlord, Tenant shall indemnify and save harmless the Landlord, its officers, directors, employees and agents, any mortgagee or master landlord from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with the Tenant's use, occupancy, management or control of its operations, conduct or omission or activities in the Leased Premises by Tenant, its employees, agents, contractors, lessees, invitees or any violation, breach or Default of this Lease by Tenant. Unless due to the willful negligence of the Tenant, Landlord shall indemnify and save harmless the Tenant from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with the Landlord's use, occupancy, management, control, conduct or activities in the Leased Premises or the Office Space of which the Leased Premises are a part.
- (b) Tenant and all those claiming by, through or under Tenant shall store their property in and shall occupy and use the Leased Premises and any improvements therein and appurtenances thereto and all other portions of the Office Space complex solely at their own risk and Tenant and those claiming by, through or under Tenant hereby release Landlord, to the full extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or for business interruption arising directly or indirectly out of or from or on account of such occupancy and use resulting from any present or future condition or state of repair thereof.
- (c) Landlord shall not be responsible or liable at any time to Tenant, or to those claiming by, through or under Tenant, for any loss of life, bodily or personal injury, or damage to property or business, or for business interruption, that may be occasioned by or through the acts, omissions or negligence of any other persons, or any other tenants or occupants of any portion of the Office Space.

ARTICLE X. OFFSET STATEMENT, ATTORNMENT, SUBORDINATION

Section 10.1 Offset Statement

Within ten (10) days after Landlord's written request, Tenant shall deliver executed in recordable form, a declaration to any person designated by Landlord (a) ratifying this Lease; (b) stating the Commencement and termination dates; and (c) certifying (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated), (ii) that all conditions under this Lease to be performed by Landlord have been satisfied (stating exceptions, if any), (iii) no defenses or offsets against the enforcement of this Lease by Landlord exist (or stating those

claimed); (iv) advance rent, if any, paid by Tenant, (v) the date to which rent has been paid, (vi) the amount of security deposited with Landlord, and such other information as Landlord reasonably requires. Persons receiving such statements shall be entitled to rely upon them.

Section 10.2 Attornment

Tenant shall, in the event of a sale or assignment of Landlord's interest in the Leased Premises or this Lease or Landlord's Tract, or if the Leased Premises or such Office Space comes into the hands of a mortgagee, ground lessor or any other person whether because of a mortgage foreclosure, exercise of a power of sale under a mortgage, termination of the ground lease, defense to which Tenant might be entitled against Landlord under this Lease, or otherwise, attorn to the purchaser or such mortgagee or other person and recognize the same as Landlord hereunder. Tenant shall execute, at Landlord's request, any attornment agreement required by any mortgagee, ground lessor or other such person to be executed, containing such provisions as such mortgagee, ground lessor or other person requires. Tenant further agrees that, from and after written notice from Landlord of the name and address of any mortgagee or trustee, Tenant will contemporaneously deliver notice to any such mortgagee or trustee of a default by Landlord under this Lease. Notwithstanding any provision of this Lease, Tenant agrees that no termination of this Lease or abatement or reduction of rent or any other amounts under this Lease shall be effective unless and until such mortgagee or trustee has received notice and fails within thirty (30) days of the date on which Landlord's cure period expires to cure the default of Landlord in question, or if the default cannot be cured within said thirty (30) days, fails to commence and diligently prosecute the cure of such default.

Section 10.3 Subordination

The Lease shall be secondary, junior and inferior at all times to the lien of all mortgage or mortgages and to the lien of any deed of trust or other method of financing or refinancing (hereinafter collectively referred to as "mortgage") which now or hereafter area a lien upon any part of Landlord's Tract and to all renewals, modifications, replacements, consolidations and extensions thereof, and Tenant shall execute and deliver all documents requested by any mortgagee or security holder to effect such subordination.

ARTICLE XI. ASSIGNMENT, SUBLETTING AND CONCESSIONS

Section 11.1 Assignment and Subletting

Tenant shall have the right to assign or sublet the Leased.

ARTICLE XII. EMINENT DOMAIN

Section 12.1 Condemnation

- (a) If fifteen percent (15%) or more of the Leased Premises shall be acquired or condemned by right of eminent domain for any public or quasi public use or purpose, then Landlord, at its election, may terminate this Lease by giving sixty (60) days prior written notice to the Tenant of its election, and in such event, rentals shall be apportioned and adjusted as of the date of termination. If the Lease shall not be terminated as aforesaid, then it shall continue in full force and effect, and Landlord shall within a reasonable time after possession is physically taken (subject to delays due to shortage of labor, materials or equipment, labor difficulties, breakdown of equipment, government restrictions, fires, other casualties or other causes beyond the reasonable control of landlord) repair or rebuild what remains of the Leased Premises for Tenant's occupancy; and a just

proportion of the Monthly Rent shall be abated, according to the nature and extent of the injury to the Leased Premises, until such repairs and rebuilding are completed, and thereafter for the balance of the Lease Term.

- (b) If the parking facilities are reduced below seventy percent (70%) of the minimum parking requirements imposed by the applicable authorities, Landlord may elect to terminate this Lease by giving Tenant notice within one hundred twenty (120) days after such taking. In the case of any taking or condemnation, whether or not the term of this Lease shall cease and terminate, the entire award shall be the property of Landlord; provided, however, Tenant shall be entitled to any award as may be allowed for fixtures and other equipment which under the terms of this Lease would not have become the property of Landlord; further provided, that any such award to Tenant shall not be in diminution of any award to Landlord as a result of such taking or condemnation.

Section 12.3 Damages

Landlord reserves all rights to damages on account of any taking or condemnation or any act of any public or quasi public authority for which damages are payable.

ARTICLE XIII. DEFAULT BY TENANT

Section 13.1 Right to Re-Enter

The following shall be considered for all purposes to be defaults under and breaches of this Lease: (a) any failure of Tenant to pay any rent or other amount when due hereunder; (b) any failure by Tenant to perform or observe any other of the terms, provisions, conditions and covenants of this Lease for three (3) days or any Guarantor of Tenant after written notice of such failure; (c) the bankruptcy or insolvency of Tenant or any Guarantor of Tenant or the filing or by or against Tenant of a petition in bankruptcy or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or Tenant or any Guarantor of Tenant makes an assignment for the benefit of creditors; (d) this Lease or Tenant's interest herein or in the Leased Premises or any improvements there on or any property of Tenant are executed upon or attached; (e) the Leased Premises come into the hands of any person other than expressly permitted under this Lease; (f) Tenant refuses to take possession of Leased Premises at the Possession Date, or fails to open its doors for business on the date payment of Rent is to commence under this Lease; (g) Tenant fails to conduct business for the use and under the trade name set forth herein; (h) if Tenant shall be given two (2) notices of breach under Section 13.1(a), (b), (f) or (g) notwithstanding any subsequent cure of the breach identified in such notices. In any such event, Landlord, in addition to all other rights or remedies it may have, shall have the right thereupon or at any time thereafter to terminate this Lease by giving notice to Tenant stating the date upon which such termination shall be effective, and shall have the right, either before or after any such termination, to re-enter and take possession of the Leased Premises, remove all persons and property from the Leased Premises, all without notice and/or resort to legal process. Upon the termination of the Lease, all rentals required to be paid by Tenant for the remainder of the Term shall be due and payable upon the notice of such termination. Landlord may, but shall not be required to, apply any security deposit made by Tenant to all rentals due and owing under this Lease in the event of a breach. In the event such deposit is applied against any rentals described herein and any such breach is cured, then Tenant must repay an amount equal to the security deposit applied against such rentals or a continued breach shall occur. Such amounts must be tendered to cure any such breach.

In no event shall Landlord be obligated to lease the Leased Premises in any manner which is not consistent with the caliber and quality of the Office Space and the tenant mix therein, and Tenant

acknowledges that Landlord's duty to mitigate its damages shall be satisfied by the Landlord's listing the Leased Premises with a commercial realtor having experience in leasing to tenants in Office Spaces of the caliber and quality of this Office Space, whether or not any such substitute tenant actually executes a substitute lease, with any substitute tenant having the criteria and qualifications as set forth in this Section.

Section 13.2 Right to Relet

If Landlord re-enters the Leased Premises as above provided, or if it takes possession pursuant to legal proceedings or otherwise, it may either terminate this Lease or it may, from time to time, without terminating this Lease, make such alterations and repairs as it deems advisable to relet the Leased Premises, and relet the Leased Premises or any part thereof for such term or terms (which may extend beyond the Lease Term) and at such reasonable rentals and upon such other terms and conditions as Landlord in its reasonable discretion deems advisable; upon each such reletting all rentals received by Landlord there from shall be applied, first, to any indebtedness other than rent due hereunder from Tenant to Landlord; second, to pay any costs and expenses of reletting; third, to rent due hereunder, and the residue, if any, shall be held Landlord and applied in payment of future rent as it becomes due hereunder.

If rentals received from such reletting during any month are less than to be paid during that month by Tenant hereunder, Tenant shall immediately pay any such deficiency to Landlord. No re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such termination is given by Landlord.

If Tenant shall fail to pay any monthly installment of rent pursuant to the terms of this Lease, or any Additional Rent due under this Lease, when each such payment is due, for two (2) consecutive months, or three (3) times in any period of twelve (12) consecutive months, then Landlord may, by giving written notice to Tenant, exercise any of the following options as a condition of Tenant's curing such Default: (i) declare the rent reserved under this Lease for the next six (6) months (or at Landlord's option for a lesser period) to be due and payable within ten (10) days of such notice; or (ii) require an additional security deposit to be paid to Landlord within ten (10) days of such notice, in an amount not to exceed six (6) months rent. Landlord may invoke any of the options provided for herein at any time during which Default remains uncured.

If Tenant shall be in Default, Landlord shall have the option, upon ten (10) days written notice to Tenant, to cure said Default for the account of and at the expense of Tenant. No such notice shall be required for emergency repairs.

Section 13.3 Waiver of Rights of Redemption

To the extent permitted by law, Tenant waives any and all rights of redemption granted by or under any present or future laws if Tenant is evicted or dispossessed for any cause, or if Landlord obtains possession of the Leased Premises due to Tenant's default hereunder or otherwise. Furthermore, nothing contained in this Lease shall prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach by Tenant of any of the covenants or provisions hereof. Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if reentry, summary proceedings and other remedies were not provided for herein.

ARTICLE XIV

INTENTIONALLY DELETED

ARTICLE XV. DEFAULT BY LANDLORD

Section 15.1 Default Defined, Notice

Landlord shall in no event be charged with default in any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default) after written notice to Landlord by Tenant, specifically describing such failure.

ARTICLE XVI. TENANT'S PROPERTY

Section 16.1 Taxes of Leasehold

Tenant shall be responsible for and shall pay before delinquent all municipal, county, federal or state taxes coming due during or after the Lease Term against property of any kind owned or placed in, upon, or about the Leased Premises by Tenant.

ARTICLE XVII. HOLDING OVER, SUCCESSORS

Section 17.1 Holding Over

If Tenant holds over or occupies the Leased Premises beyond the Lease Term (it being agreed there shall be no such holding over or occupancy without Landlord's written consent), then at Landlord's option (i) tenant shall pay Landlord for each month 150% of the rentals required to be paid during the Option Term of this Lease. Otherwise, Tenant shall occupy the Leased Premises on a tenancy from month to month and all other terms and provisions of this Lease shall be applicable to such period, or Landlord may exercise any other remedies it has under this Lease or at law or in equity including any action for wrongfully holding over.

Section 17.2 Successors

All rights and liabilities herein given to or imposed upon the respective parties hereto shall bind and inure to the several respective heirs, successors, administrators, executors, and assigns of the parties and if Tenant is more than one person, they shall be bound jointly and severally by this Lease. Landlord, at any time and from time to time, may make an assignment of its interest in this Lease, and in the event of such assignment, Landlord and its successors and assigns (other than the assignee of Landlord's interest in this Lease) shall be released from any and all liability thereafter accruing hereunder.

Section 17.3 Return to Leased Premises

Upon the expiration or termination of this Lease, Tenant shall quit and surrender the Leased Premises to Landlord, in good order, broom clean, normal wear and usage excepted. Subject to the other terms of this Lease, Tenant shall, at its expense, remove all property of Tenant, all alterations to the Leased Premises not wanted by Landlord and repair damage caused by such removal and return the Leased Premises to the condition in which they were prior to the installation of the article so removed. Tenant expressly acknowledges that it has no real estate interest in the Leased Premises upon the expiration or termination

of this Lease, and that any interest that Tenant has in the Leased Premises consists only of personal property.

ARTICLE XVIII. QUIET ENJOYMENT

Section 18.1 Landlord's Covenants

If Tenant pays the rents and other amounts herein provided, observes and performs all the covenants, terms and conditions hereof, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the Lease Term, without interruption by Landlord or any person or persons claiming by, through, or under Landlord, subject, nevertheless, to the terms and conditions of this Lease, and any prior liens to which this Lease is subordinate.

ARTICLE XIX. MISCELLANEOUS

Section 19.1 Waiver

No waiver by Landlord of any breach of any term, covenant or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any earlier breach by Tenant of any term, covenant, or condition hereof.

Section 19.2 Accord and Satisfaction

Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant without waiving any and all rights or remedies available to Landlord at law or in equity.

Section 19.3 Entire Agreement

There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant other than herein set forth. Except as herein other provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by both parties.

Section 19.4 No Partnership

Landlord does not, in any way or for any purpose, become a partner, employer, principal, master, agent, or joint venture of or with Tenant.

Section 19.5 Force Majeure

If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, environmental work, whether ordered by any governmental body or voluntarily initiated or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Lease, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 19.6 Submission of Lease

Submission of this Lease to Tenant does not constitute an offer to lease; this Lease shall become effective only upon execution and delivery and receipt by both parties of a fully executed counterpart of this Lease.

Section 19.7 Notices

All notices from Tenant to Landlord required or permitted by any provision of this Agreement shall be directed to Landlord as follows:

James Coffelt
P.O. Box 157
77500 Jamison Road
Cadiz, Ohio 43907

All notices from Landlord to Tenant required or permitted hereunder shall be directed as follows:

Kidder Law Firm, LLC
c/o Charles L. Kidder, Esq.
P.O. Box 1562
Dublin, Ohio 43017

All notices to be given hereunder by either party shall be written and sent by certified mail, return receipt requested, postage prepaid, or by an express mail delivery service, addressed to the party intended to be notified at the address set forth above. Either party may, at any time, or from time to time, notify the other in writing of a substitute address for that above set forth, and thereafter notices shall be directed to such substitute address. Notice given as aforesaid shall be sufficient service thereof and shall be deemed given as of the date received, as evidenced by the return receipt of the certified mail or the express mail delivery receipt, as the case may be. Tenant must provide to the Landlord in writing an address and telephone number where the Tenant can be reached upon the expiration or termination of this Lease.

Section 19.8 Captions and Section Numbers

This Lease shall be construed without reference to titles of Articles and Sections, which are inserted only for convenience or reference.

Section 19.9 Number and Gender

The use herein of a singular term shall include the plural and use of the masculine, feminine, or neuter genders shall include all others.

Section 19.10 Limitation of Liability

Anything to the contrary herein contained, notwithstanding, there shall be absolutely no personal liability on persons, firms or entities who constitute Landlord with respect to any of the terms, covenants, conditions and provisions of this Lease it being understood by Tenant that it shall look solely to the Landlord's or then owner's equity in the Leased Premises for satisfaction of any remedies of Tenant in the event of a breach by Landlord of any of its obligations in this Lease.

Section 19.11 Broker's Commission

None.

Section 19.12 Partial Invalidity

If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or

circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 19.13 Recording

Tenant shall not record this Lease, or a memorandum or so-called "short form" of this Lease, without the prior written consent of Landlord, but Tenant agrees to execute a memorandum of lease if requested by Landlord, which memorandum shall be the statutory form prescribed by the jurisdiction in which the Office Space is located, and shall not change any of the terms of this Lease.

Section 19.14 Applicable Law

This Lease shall be construed under the laws of the State of Ohio and jurisdiction shall reside in Harrison County.

Section 19.15 Waiver of Jury Trial

Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on or in respect of any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Leased Premises and/or any claim of injury or damage.

Section 19.16 Execution in Counterparts

This Lease may be executed in one or more counterparts, any one or all of which shall constitute but one agreement.

Section 19.17 Confidentiality

Tenant covenants to not disclose any part of this Lease to anyone other than its attorneys, accountants, employees, or lenders who need to know of its content in order to perform their duties for Tenant.

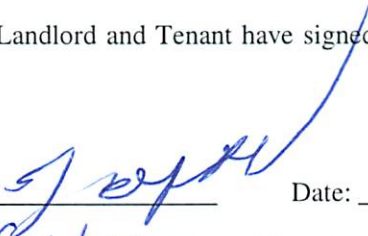
Section 19.18 Right to Purchase:

Tenant, its successors, assigns or any officer thereof, shall have the option to purchase the entire building of which the Leased Premises are a part during the Original Term or any Option Term by matching any legitimate ("arm length") offer presented to the Landlord and shall have thirty (30) days thereafter to enter a contract with Landlord under substantially similar terms or conditions as such offer. If Tenant does not match such offer within such thirty (30) days period of time and enter into a contract, then such Right to Purchase shall become void and have no further affect upon the Parties herein.

Signatures On Next Page

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

LANDLORD: James Coffelt

By:  Date: 2-8-16

James Coffelt

~~ Date: 2-5-14~~
Shelly Coffelt

TENANT: Kidder Law Firm, LLC

By:  Date: 2-1-16
Charles L. Kidder, President

Exhibit "A" – Construction Rider

The following work is to be completed by the Landlord prior to Tenant's possession.

- Office Space:** All broken or cracked windows to be replaced. The former windows facing the ally side of the building will be opened up and visible from the office space (centered inside of designated office space) and restored and replaced with new glass and sealed tight.
- Doors:** All door and doors systems, including the front doors, side door and basement doors must be in good working condition and must have the ability to be locked.
- Front Door –** The front doors must be in good working condition and a new lock installed and keys provided to the Tenant.
- Side Door -** The side door in the rear shall be replaced with a metal door and metal frame and a new lock installed and keys provided to the Tenant. The door shall be painted to color specifications requested by Tenant.
- Basement Door –** A double glass door system framed in aluminum with locking mechanisms will be installed in the rear entrance of the basement facing the parking lot. Also, a duel barn door interior door system will be installed in front of such doors to prevent light from entering the room and provide additional security. The wood and metal roller mechanism will be chosen by Tenant.
- Stair Steps and Door –** A stair step system with appropriate grade % providing access from the first floor to the basement shall be installed, including a metal door and metal frame that would prevent individuals working in the basement from entering the first floor facilities.
- Door Separating Waiting Area from Office Area -** Also, a duel barn door interior door system will be installed in front of such doors to prevent light from entering the room and provide additional security. The wood and metal roller mechanism will be chosen by Tenant.
- Utilities:** Landlord shall provide Tenant with all utilities in good working condition and repair, including all utilities such and heating, electrical and air conditioning to the basement facilities and under separate working breaker systems that are adequate to run an office, including computer systems, printers, scanners and phone systems.
- Flooring:** **Front Door –** The flooring in the front foyer of the Lease Premises and waiting room area shall be tile 12" x 24" in length and color and type chosen by Tenant or laminate flooring in a color and type chosen by Tenant.

Balance of Street Level Flooring – The flooring in the balance of the street level office space shall be a commercial grade carpet in a color, style and quality chosen by Tenant.

Basement Level Flooring – The flooring in the basement shall be the same quality of carpet as installed on the street level office space. All floor covering shall be placed over level surfaces and if required such surface will receive a skim coat of floor product to ensure that a level surface is obtained prior to install the floor covering described herein.

Lighting:

Landlord shall install energy efficient T-8 fluorescent lighting and bulbs (4 bulbs per fixture) throughout the Leased Premises to provide adequate lighting for an office space with approximately one (1) 2 x 4 fixture per 60 square feet of Leased Space. The existing canned lighting shall be removed by Landlord (except for those lights designated by Tenant). New lighting shall be installed in all restrooms in the Leased Premises and chosen by Tenant. Drop down lighting shall be installed in the Conference Room area denoted on the Architects Plan and Basement area and in a quality and size chosen by Tenant. Pin lighting shall be installed over the reception area and front wall of the foyer area in the front of the Leased Premises and on the South Wall of the Basement Area. All lighting in the conference rooms and basement area will be placed on dimmer switches and the lighting above the conference tables shall be chosen by Tenant.

Electrical Outlets:

There shall be a minimum of 3 outlets (one per wall) in each office area and spaced every 6 feet on all other walls within the Leased Premises. Safety outlets (GFI) shall be installed in all restrooms in the Leased Premises and near the coffee stations. In all conference rooms and basement, the electrical boxes and wire will also be installed in the center of the floor in each room, that's in addition to wall mounts in areas to be designated by Tenant. Additionally, electrical outlets shall be installed along the West wall of the Leases Premises in eight foot increments.

Cabling:

CAT 5 cable (computer cable & communication cable) will be pulled to all offices via conduit (or per governmental code) and orient from a central location at or near the back of the office in an area designated by Tenant. In all conference rooms and basement, the cabling will also be installed in the center of the floor in each room, that's in addition to wall mounts in areas to be designated by Tenant. Additionally, CAT 5 cable shall be installed along the West wall of the Leases Premises in eight foot increments.

Walls:

Landlord shall remove the interior walls designated by Tenant and shall repair all walls in the Leased Premises, apply a coat of primer or white paint and paint all walls with the final colors chosen by Tenant. All walls will be made of drywall, tapped and sanded smooth prior to any painting, including all existing walls within the Premises. Landlord shall be responsible for subdividing the Leased Premises according to the Architects Plan and installing solid six panel wood doors on all offices. In the conference area there shall be installed glass panels a minimum of

10 feet in length and 6 feet high and a glass door that is a minimum of 48" in width, together with chrome mounting hardware. A barn door interior door system will be installed on the interior of the conference room and in front of the glass panels to ensure privacy while the conference room is in use. The wood and metal roller mechanism will be chosen by Tenant.

Landlord shall install wood cove base around the perimeter of the office walls, including all other areas in the Leased Premises and such cove base will be a minimum of 8" in height and painted a color of Tenant's choosing. All interior walls must be insulated with sound proofing insulation. Landlord will install below the exposed windows, a desk top slab the length of the wall designed by Tenant, planned, sanded, stained and sealed Tenant's choice of colors. Landlord shall build an eight foot by eight foot reception area with identical desk top slab on the tops of the walls and desk level of the reception area.

**Sprinkler &
Fire Systems:**

~~Landlord shall either install or place the existing sprinkler system, fire systems and all related exit signs and emergency lighting in good condition and repair prior to Tenant's occupancy and shall have all required systems checked and certified by the governing authorities (Fire Marshal and/or City Inspectors or otherwise).~~

OK
SME

Ceiling:

Landlord shall replace the existing ceiling in both the street level and basement parts of the Leased Premises and with a ceiling tile that is chosen by Tenant and which will provide a uniform and professional looking ceiling. A minimum of five (5) ceiling fans shall be installed and in a color and size determined by Tenant/

Restrooms:

Landlord shall provide the existing restrooms in good working condition and in compliance with the Americans with Disabilities Act ("ADA"), including painting the restrooms, installing all necessary fixtures, vents and mirrors. Additionally, the Landlord will install a larger restroom (ADA Compliant) in the existing bathrooms which shall include a shower in such restroom, toilet and sink, including all necessary fixtures, vents and mirrors. This new restroom shall have a like kind tile floor as used in the front of the Leased Premises and be painted to Tenant's colors. Landlord shall install an ADA bathroom in the Basement area, including all necessary fixtures, vents and mirrors. The location of this bathroom shall be determined by both Landlord and Tenant.

Paint Office Space:

Landlord shall paint the interior of the Leased Premises in colors agreed to by Tenant. Additionally, the Landlord shall re-seal and stripe the parking lot of the Office Space, including the installation of an adequate number of handicapped spaces and signage. The existing concrete parking bumpers shall be painted yellow.

Sidewalk/Ramp:

The existing concrete ramp/sidewalk in the front of the Leased Premises shall be restored to look new and brought into compliance with the Americans With Disabilities Act (ADA). In the event an ADA ramp is

required in the rear of the Leased Premises and serving the Basement area and to comply with the ADA, Landlord shall install the same to ensure use of the Basement by Tenant.

Roof: Landlord will repair/replace the roof as necessary and maintain the same during the term or option term(s) of the Lease.

Permits: Landlord shall be responsible for pulling all permits required for its' work and will be required to tender a "Certificate of Occupancy" to the Tenant at the Possession Date.

Remediation: If any hazardous materials, including asbestos tile, are within the premises, then Landlord shall remove such materials in compliance with any existing laws, codes or ordinances.

HVAC: Landlord will replace all air condition systems and heating systems in good conditions and repairs and adequate to properly heat and cool the Leased Premises.

Coffee Station: The Landlord will install a small sink and cabinets (street level and in the basement location, including counter-tops chosen by Tenant) outside of the first floor conference room where a small refrigerator and coffee/beverage area will be maintained. An identical set of cabinets, counter-top and sink will be installed in the Basement, but will be installed under the steps and include an area for a full size refrigerator.

Window Treatments: The existing window blinds in the front of the Leased Premises will remain in the Leased Premises and Landlord will take precautions during construction to prevent any damage thereto.

Cleaning: Prior to the Possession Date, Landlord will have the entire Leased Premises professionally cleaned, including all windows, cove base and doors.

Exhibit "B"

Office Space, Leased Premises and Additional Square Footage Layout.

Exhibit "C"
Architectural Plans