

CONDITIONAL USE APPLICATION

Application Number CU-14-005

Name: RINGLER ENERGY, LLC Township: Bennington

Mailing Address: 461 SR61 Marengo, OH 43334 Phone Number: 419-253-5300

Address of the location under consideration: 461 SR61 Marengo, OH 43334

Property Zoned as: C2

Permitted Conditional Use applying for: Service Station

Please provide the following information:

- 1. Plat showing boundaries and divisions of the property, mark location where conditional use is to be permitted, and all abutting streets and properties.
2. If this is not your property, a signed copy of the property owners Lease
3. Proof of Public Liability Insurance:
4. Location of existing and proposed water wells and septic tanks or sewer lines
5. Statement supporting evidence that the proposed use has complied with each of the general specific Conditions listed in Morrow County Zoning Regulations for this permitted use.

The undersigned applies for a Conditional Use Zoning Certificate. Said Certificate to be issued on the basis of the information contained within this application. The applicant certifies that the information provided above is correct and the use is as stated. This Conditional Use Certificate is for (1) year only from the date of issuance. After (1) year a Renewal Certificate will be issued. Appropriate fees will apply. The applicant further agrees to contact the Morrow County Zoning Office at 419/946-1911 once property is being used as conditionally permitted for a final inspection at which time Applicant will receive Zoning Certificate. By signing this Application you are giving permission to Morrow County Zoning Inspector to enter property to verify that all Conditions are being met.

Applicants Signature (Handwritten Signature)

Date (Handwritten Date)

Form box containing: Date Application Submitted to Zoning Office: 6/18/11 Fee: \$150 Certificate Number, Date of Site Visit, Information Verified by: Zoning Inspector, Date of Board of Zoning Appeals Meeting, Action Taken.



Civil & Environmental Consultants, Inc.
 8740 Orion Place, Suite 100
 Columbus, Ohio 43240
 614-540-6633
 614-540-6638 FAX

LETTER OF TRANSMITTAL

Date: 06-18-14 Job No.: 141-034
 RE: Ringler Energy, LLC -BZA Site Plan

Ms. Patricia Davies
 Morrow County Director of Operations
 80 N. Walnut Street, Suite B
 Mt. Gilead, Ohio 43338

WE ARE SENDING ATTACHED:

Shop Drawings Prints Plans Samples Specifications
 Copy of letter Change Order Other _____

Copies	Date	Pages	Description
1			BZA Site Plan- Full Size
5			BZA Site Plan- 11X17
1			Conditional Use Application
1			Proof of Public Liability Insurance
1			Review Fee Check: \$150.00
1			Copy of Lease Agreement

TRANSMITTED AS INDICATED BELOW:

For Your Use Approved as Submitted Resubmit _____ Copies for Approval
 As Requested Approved as Noted Submit _____ Copies for Distribution
For Review and Comment Returned for Corrections Date Return Required _____
 For Approval For Bids Due _____ Copies of Approved Corrected Prints

REMARKS:

Attached is the conditional use application package. Please let me know if you have any questions. A notarized letter from the property owner will be delivered tomorrow acknowledging and authorizing Ringler to make an application for zoning on this property.

Copy: _____ File _____

Signed: Brian Burkhart, PE
 Brian A. Burkhart, PE
 bburkhart@cecinc.com

If enclosures are not as noted, kindly notify us at once.



CERTIFICATE OF LIABILITY INSURANCE

RINGL-1

OP ID: SS

DATE (MM/DD/YYYY)

06/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alpha Property & Casualty Independence Office 4200 Rockside Road #300 Independence, OH 44131 Mark Becker	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Westfield Insurance Company		24112
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

INSURED
 Ringler, Inc.,
 Fuel Ring, LLC,
 Ringler Energy, LLC
 461 State Route 61
 Marengo, OH 43334

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	GENERAL LIABILITY		CAG0477311	08/26/2013	08/26/2014	EACH OCCURRENCE \$ 1,000,000				
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000				
	<input checked="" type="checkbox"/> Farm Liability					PERSONAL & ADV INJURY \$ 1,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000				
A	AUTOMOBILE LIABILITY		CAG0477311	08/26/2013	08/26/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000				
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$				
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> Comp \$500				<input checked="" type="checkbox"/> Coll \$500	PROPERTY DAMAGE (PER ACCIDENT) \$			
						\$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	CAG0477311	08/26/2013	08/26/2014	EACH OCCURRENCE \$ 5,000,000				
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000				
						\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A			WC STATUTORY LIMITS				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				OTH-ER				
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$			
	Leased Equip						E.L. DISEASE - EA EMPLOYEE \$			
						E.L. DISEASE - POLICY LIMIT \$				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 461 State Route 61
 Marengo, OH

CERTIFICATE HOLDER**CANCELLATION**

PROOF01 Proof of Insurance Proof of Insurance Proof of Insurance Proof of Insurance Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Stephanie Stadler</i>

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LEASE AGREEMENT

1. PARTIES

1.1 **NAMES.** This Lease is entered into between R & B Properties of Morrow County, LLC hereinafter referred to as "Landlord" or "Lessor", and William H. Fisher hereinafter referred to as "Tenant" or "Lessee", WITNESSETH.

2. PREMISES

2.1 **DESCRIPTION.** Landlord does hereby demise and lease unto Tenant, and Tenant does hereby hire and take from Landlord certain premises situated in the County of Morrow, and State of Ohio, and more particularly described as follows ("Premises"):

Being the building located at 46 State Route 61 Marengo, Ohio 43334 and the land upon which it is situated also known as Parcel #A010010036101 consisting of approximately 5.705 acres subject, however, to Landlord's rights and reservations hereinafter set forth.

2.2 **IMPROVEMENTS.** Tenant may, with the written consent of the Landlord, improve and remodel said premises in accordance with applicable building and safety codes. The cost of said improvements shall be paid by the Tenant; and Landlord agrees that such written consent will not be unreasonably withheld.

2.3 **CONDITION.** Tenant acknowledges that Tenant has inspected and accepts the Premises in their present condition but subject, however, to the removal of personal property belonging to the Landlord and any repairs or corrections to the structure or mechanicals serving the Premises. Tenant further acknowledges that no representations as to the repairs of the Premises nor have any promises to alter, remodel or improve the Premises have been made by Landlord, except as herein expressly stipulated.

3. TERM

3.1 **PERIOD.** The term of this Lease shall be for a period of _____ beginning _____ and ending _____ unless said term be sooner terminated as hereinafter provided. Tenant shall have actual possession of the premises upon execution of Lease and Landlord's receipt of deposit or when mutually agreed upon by both parties.

3.2 **EXTENSION.** Tenant may extend the terms of this Lease for a period of _____ by notifying Landlord in writing at least sixty (60) days prior to the end of the term specified in Paragraph 3.1 along with a non-refundable payment of _____ "Extension Fee". Such Extension Fee shall not be applicable to any other monies owed by Tenant to Landlord.

4. RENT

4.1 **BASIC RENT AND PAYMENT.** Tenant shall pay unto Landlord as basic rent for the demised Premises, without deduction, set-off, prior notice or demand, the sum of _____ for the full term of this Lease, payable at the rate of _____ per month in lawful money of the United States of America. All payments shall be paid in advance on the first day of each and every month during said term at the office of Landlord or at such other place or places as Landlord may from time to time direct ("Due Date"). Any payment not paid within five days of the Due Date shall bear interest at the rate of _____ per annum until paid. In addition, a late penalty of _____ of the rent payment shall also be charged for any payment not made within five days of the Due Date. This late charge shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

In the event the first day of the term does not commence on the first day of the month, the prorated amount shall be paid on the first day of the term. Monthly rent for any partial month shall be prorated based on the number of days leased in such month bears to the total days in such month.

4.2 **TAXES AND ASSESSMENTS:** Subject to any applicable contrary provision of this Lease, Tenant agrees to pay Landlord the sum equal, before any fine, penalty, or interest added for nonpayment, any and all taxes, assessments, license or permit fees, excises, imposts and charges of every nature and classification or charges in lieu thereof (individually, a "Tax," collectively, "Taxes") that at any time during the Term are levied, assessed, charged or imposed upon Landlord's fee simple and/or reversionary interest in the Premises and the Premises themselves, or, if any of the following Taxes replace such real estate taxes, this Lease, the leasehold estate of Tenant created hereby or any Rent reserved or payable hereunder (including any gross receipts or other taxes levied upon, assessed against or measured by the Rent); provided, however, that Tenant shall not be obligated to pay any municipal, state or federal income, inheritance or estate tax or any tax imposed, levied or assessed with respect to or because of the income, appreciation or other benefit derived by Landlord from or by virtue of this Lease or the estate of Landlord under this Lease under currently existing applicable laws and regulations. Taxes shall include all taxes and assessments billed by the Treasurer of Morrow County relating to the Premises. Tenant shall pay Landlord within fifteen (15) calendar days from the receipt of notice by Landlord with a copy of the tax bill for the then due installment of Taxes.

5. **DEPOSIT**

5.1 **SECURITY.** Upon the Tenant signing this Lease Agreement, the Tenant shall deposit with Landlord or his agents, the sum of _____ which sum shall be held by Landlord, without obligation for interest, as security for the performance of Tenant's covenants and obligations under this Lease, it being expressly understood and agreed that such deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of rent and any other damage, injury, expense or liability caused by such event of default; and, thereupon, Tenant shall pay unto Landlord on demand the amount so applied in order to restore the security deposit to its original amount. Upon the termination or expiration of this Lease, Landlord, in keeping with the provisions of this paragraph, shall return to Tenant (as the case may be), all or part or none of such original deposit or such restored original deposit or any remaining balance of either of such deposits.

It is specifically agreed that Tenant's failure upon demand to restore the security deposit to its original amount after use of all or any portion thereof for any one or more of the purposes hereinabove enumerated, shall constitute a default which shall grant Landlord the option to pursue any one or more of the remedies provided in Paragraph 22 hereof captioned REMEDIES.

5.2 **APPLICATION TO PHASE I.** In the event that Tenant vacates the Premises for any reason during the term of this Lease, or the Extension period, or elects to not exercise the option to purchase (the terms of which are incorporated in a separate document attached hereto) (the "Purchase Option"), Landlord may, at its sole discretion, use the Deposit described above to conduct a Phase I Audit of the Premises using a certified environmental inspector of its own choosing. The results of said Phase I Audit may then be used as the basis for remediation and/or indemnification from Tenant to Landlord as contemplated under this Lease.

5.3 **APPLICATION TO PURCHASE PRICE.** In the event Tenant consummates the purchase of the Premises, Landlord shall credit the Deposit toward purchase price.

6. **USE**

6.2 **LICENSES.** Tenant shall at its own cost and expense obtain any and all licenses and permits necessary for any such use.

6.3 **NUISANCE.** Tenant shall not commit any public or private nuisance, or any other act or thing which may disturb the quiet enjoyment of any other Tenant in the building of which the demised premises are a part or in another building comprising a part of the project of which such building is a part, except as expressly authorized in this Lease.

6.4 **UNLAWFUL USE.** Tenant shall not use the demised premises or permit the same to be used in whole or in part for any unlawful purposes and shall adhere to all laws, statutes, ordinances, regulations or rules of any public authority, agency or organization applicable to said premises or the use thereof, including, but not limited to those pertaining to environmental protection, hazardous waste, or to OSHA, and shall promptly comply with all governmental orders and directives of every nature whatsoever pertaining to the demised premises, including, but not limited to the correction, prevention and abatement of nuisances in, upon or connected with the premises, all at Tenant's sole expense.

7. **TAXES**

7.1 **PERSONAL PROPERTY.** Tenant, prior to delinquency, shall pay for all taxes attributable to fixtures, equipment, inventory and all other personal property owned by Tenant, as well as for all local business taxes, licenses, fees, and other charges or assessments related to or the result of the Tenant's property or business being located or conducted on the demised property.

8. **INSURANCE**

8.1 **CLASSES OF INSURANCE.** At all times during the Term, Tenant shall keep the Premises insured or shall cause the Premises to be insured against the risks and hazards and with coverage on an occurrence basis in amounts not less than those specified as follows:

(a) All-risk casualty insurance covering any improvements to the extent of not less than one hundred percent (100%) of the full insurable replacement cost of such improvements; and

(b) Commercial general liability and property damage insurance (including, but not limited to, coverage for any construction on or about the Premises) covering the legal liability of Landlord and Tenant against all claims for any bodily injury or death of persons and for damages to or destruction of property occurring on, in or about the Premises and the adjoining streets, sidewalks and passageways and arising out of the use or occupation of the Premises by Tenant in the minimum amounts of _____ per occurrence or in the aggregate, with umbrella liability coverage of at least _____

(c) State Worker's Compensation insurance in the statutorily mandated limits; provided, however that if permitted by the State of Ohio, Tenant may self insure its worker's compensation coverage.

(d) Business Interruption Insurance covering at least one year of Tenant's operations on the Premises, including but not limited to, one year of Tenant's Rent obligations hereunder.

8.2 **REQUIREMENTS.** All insurance required under 8.1 hereof shall be written by companies rated A- and a finance rating of at least Class X or better in the most current edition of Best's Insurance Reports which are authorized to do insurance business in the State of Ohio; shall insure Tenant as "named insured" and Landlord, Landlord's agents, employees, members and mortgagees ("Landlord's Protected Parties") as "additional insureds" or "loss payees", as their interests may appear; shall specifically provide (a) an effective waiver by the insurer of all rights of subrogation against Landlord or Landlord's interest in the Premises or any income derived therefrom, and (b) that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by Landlord, and to any lender of Landlord, and Tenant of written notice thereof. A copy of each policy or acceptable certificate of insurance in force, issued by the insured, shall be delivered to Landlord. Tenant may obtain the insurance required hereunder by endorsement on its blanket insurance policies, provided that said policies fulfill the requirements of this Section 8.2 and

the aggregate limit applies separately to each location, and that Landlord receives satisfactory written proof of coverage. Nothing contained in this Lease shall be construed to require Landlord to prosecute any claim against any insurer or to contest any settlement proposed by any insurer. All insurance policies shall (i) provide that such insurance cannot be unreasonably canceled, invalidated or suspended on account of the conduct of Tenant, its officers, directors, employees or agent; (ii) contain a standard without contribution mortgage clause endorsement in favor of any lender designated by Landlord, and (iii) provide that the insurer shall not have the option to restore the Premises if Tenant elects to terminate this Lease in accordance with the terms hereof.

It is expressly understood and agreed that the foregoing minimum limits of insurance coverage shall not limit the liability of Tenant for its acts or omissions as provided in this Lease. All insurance policies (with the exception of worker's compensation insurance to the extent not available under statutory law) shall designate Landlord and any mortgagee of Landlord as additional insureds or loss payees as their interests may appear and shall be payable as set forth herein. All such policies shall be written as primary policies, with deductibles not to exceed 10% of the amount of coverage. Any other policies, including any policy now or hereafter carried by Landlord, shall serve as excess coverage. Tenant shall procure policies for all insurance for periods of not less than one year and shall provide to Landlord and any lender designated by Landlord certificates of insurance evidencing that insurance satisfying the requirements of this Lease is in effect at all times.

8.3 CERTIFICATES. Tenant's failure to effect, maintain or renew any insurance provided for in this Paragraph 8.3 or to pay the premiums therefore, or to deliver to Landlord any of the certificates of insurance, shall entitle Landlord, at its option but without obligation, upon thirty (30) days' notice to Tenant, to procure such insurance, pay the premiums therefor or obtain such certificates, and any sums expended by Landlord for such purposes shall be Additional Rent hereunder and shall be repaid by Tenant upon demand of Landlord.

8.4 GENERAL. Tenant shall not obtain or carry separate insurance concurrent in form or contributing in the event of loss in addition to the insurance required under Paragraph 8.1 hereof unless Landlord is included therein as a named insured, with loss payable as in this Lease provided. Tenant shall promptly notify Landlord whenever any such separate insurance is obtained.

9. COMPLIANCE WITH LAWS: LIENS AND ENCUMBRANCES

9.1 COMPLIANCE WITH LAWS. Tenant, at its sole cost and expense, shall comply with and cause the Premises and any Improvements located thereon, to comply with: (a) all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, permits, licenses and any other governmental approvals affecting the operation, occupancy, or use of the Premises or any part thereof, or the use thereof, including those which require repairs which are Tenant's obligation as set forth in Paragraph 12.3 hereof; (b) all rules, orders and regulations of the National Board of Fire Underwriters or other bodies exercising similar functions and responsibilities in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises; (c) the requirements of all policies of commercial general liability, fire and other insurance which at any time may be in force with respect to the Premises (all or any one of the items enumerated in this Paragraph 9.1 are hereinafter referred to as a "Regulation"); and (d) make all repairs, additions, modifications, or alterations to the Premises, regardless of the nature thereof, which are required by any law, rule, permit or other governmental authorization or authority or reasonably required by any insurance carrier to maintain the insurance required under this Lease. In the event the Premises are required to be connected to any public utilities, including sewer, drinking water, and fire protection, the costs for said connections and any associated costs or requirements shall be borne by Tenant and shall be considered "Repairs" under this Lease.

9.2 LIENS AND ENCUMBRANCES. Tenant shall not create or permit to be created or to remain, and, shall promptly discharge or bond to Landlord's satisfaction within thirty (30) days after notice by Landlord, at its sole cost and expense, any lien, encumbrance or charge (each or all of which are herein

referred to as "Lien") upon the Premises, or any part thereof or upon Tenant's leasehold estate hereunder that arises from the use or occupancy of the Premises by Tenant or by reason of any labor, service or material furnished or claimed to have been furnished to Tenant or by reason of any construction, Repair or demolition by Tenant.

9.3 ADA. Without limiting the generality of the other provisions of this Section, Tenant agrees that it shall be responsible for complying in all respects with the Americans with Disabilities Act of 1990, as applicable, such act may be amended from time to time, and all regulations promulgated thereunder (collectively, the "ADA"), as it affects the Premises. Tenant further agrees that any and all alterations made to the Premises during the Term will comply with the requirements of the ADA.

9.4 ENVIRONMENTAL MATTERS.

9.4.1 As used in this Lease, the term (c) "Hazardous Substance" shall mean:

- (a) all materials and substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous waste," "toxic chemicals," "solid waste," "infectious waste," or similar terms in: (i) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499, 100 Stat. 1613); (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), (iii) the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; (iv) Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317), or (v) Sections 3734.01 and Section 3751.01 of the Ohio Revised Code, as any of the same may be amended or supplemented from time to time;
- (b) all materials and substances listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances, as the same may be amended or supplemented from time to time;
- (c) any material or substance that is petroleum or a petroleum derivative, asbestos, polychlorinated biphenyl, a flammable explosive, or a radioactive materials; and
- (d) such other substances, materials and wastes that are or become regulated as hazardous or toxic materials, substances, or wastes, or as any other wastes, under applicable local, state or federal law, rule or permit.

9.4.2 During the Term, with respect to the Tenant's operation and use of the Premises, Tenant shall comply with all applicable federal, state, and local laws, regulations, administrative rulings, orders, ordinances, permits, licenses, and governmental approvals, and the like: (a) pertaining to the protection of the environment and human health, welfare and safety, including, but not limited to, those regulating the handling and disposal of Hazardous Substances ("Environmental Laws") and (b) pertaining to the operation of the onsite wastewater treatment system and onsite drinking water system. Tenant agrees to obtain, maintain and comply with all permits, licenses, and other governmental approvals required to lawfully operate the Premises as a manufactured home community, including but not limited to all requirements of the Ohio EPA and the Ohio Department of Health. Further, during the Term of this Lease, neither Tenant nor any agent or party acting at the direction or with the consent of Tenant shall manufacture, use, treat, store, or dispose of any Hazardous Substance on the Premises except: (a) in quantities incidental to Tenant's primary use described in Section 6.1; and (b) in full compliance with all applicable Environmental Laws. Tenant agrees to engage a properly certified operator to operate the wastewater treatment system on the Premises.

9.4.3 The parties recognize that prior to the date of this Lease, (i) that the Landlord, as the owner of the Premises and former occupant, may have failed to fully comply with all laws, rules, orders, permits, and other governmental authorizations; and (ii) it is possible that spilling, leaking,

pouring, pumping, emitting, emptying, discharging, injecting, leaching, disposing or dumping (each a "Release") of Hazardous Materials occurred in, on, or from the Premises from the operation of this manufactured home community into air, soil, surface water, groundwater, stream sediments, or other media in, on, under, or from the Premises, or that there are (or may have been) other situations or incidents affecting the Premises (hereinafter collectively "Environmental Conditions"), for which remedial action or abatement could be required or be necessary, and/or may result in claims, demands, liabilities, fines, penalties and other costs and expenses to Landlord or Tenant by third parties including, but not limited to, governmental entities, including, but not limited to, the following (if applicable):

- (a) Sanitary overflows from onsite wastewater treatment system;
- (b) Effluent exceedances or noncompliance with the NPDES Permit;
- (c) Disposal of solid wastes on the Premises; and
- (d) Operation on the onsite wastewater treatment system.

If Tenant or its affiliate purchases the premises pursuant to the Purchase Option, Tenant agrees that after the closing, Tenant will assume responsibility for all such obligations and to indemnify, defend, and hold harmless the Landlord for any liabilities that arises from such Environmental Conditions, which indemnity shall survive the termination or expiration of this Lease and closing of the purchase of the premises.

9.4.4 Without limiting any other indemnities contained in this Lease, Tenant agrees to indemnify, defend and hold harmless the Landlord against any and all claims, demands, losses, liabilities, damages, injuries, penalties, cleanups, oversight costs, natural resource damages, costs and expenses (including, but not limited to, reasonable fees and disbursements of attorneys, experts and consultants) paid or incurred by, or asserted against, Landlord for or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination, or adverse effects on the environment or natural resources, the presence on or under, or the Release onto or from the Premises, of any Hazardous Substance placed on or under the Premises, for the occurrence of any Environmental Condition on the Premises by Tenant, its agents or employees, or: (1) Tenant's failure to comply with any federal, state or local law, regulation or ordinance; (2) any negligent or willful act or omission of Tenant, its employees, subtenants, or contractors; (3) any claim under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) attributable to Tenant's conduct or failure to act; or (4) any violation or liability that arises under any law which was caused by the Tenant during the term of this Lease, regardless of whether or not such contamination was caused by, or within the control of, Tenant, which indefinitely shall survive the termination or expiration of the Lease.

For purposes of this indemnity, any acts or omissions with the Tenant's failure to comply with hazardous waste and environmental laws (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Tenant whether performed by it or by employees, agents, assignees, subcontractors, or other acting for Tenant, however, excluding Landlord. This provision shall survive termination of this Lease only insofar as it relates to the Tenant's activities during the term of this Lease.

9.4.5 In the event that any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is necessary to protect the value of the Premises or is required under any applicable Environmental Law because of, or in connection with, the presence or suspected presence or Release of contamination for which Tenant is responsible pursuant to the preceding subsections about, under, within or near the Premises, regardless of whether such liability arose during or prior to the Lease, Tenant shall immediately notify Landlord and provide Landlord with a plan for the Remedial Work and the cost thereof, and shall, within thirty (30) days after written demand for performance by Landlord or governmental authority having

jurisdiction (or such shorter period of time as may be required under any applicable law, regulation, order, permit, or agreement), promptly commence and diligently prosecute to completion all such Remedial Work. All Remedial Work shall be performed by one or more contractors approved in advance in writing by Landlord, which approval shall not be unreasonably withheld or delayed. The Remedial Work shall be completed in compliance with Environmental Laws in accordance with the requirements of all governmental agencies having jurisdiction and consistent with the residential use of the Premises. All costs and expenses related to such Remedial Work shall be paid by Tenant including, without limitation, costs incurred by any Landlord in connection with monitoring or review of such Remedial Work. In the event Tenant shall fail to promptly commence or cause to be commenced, or fail to diligently prosecute to completion, any such Remedial Work, Landlord may, but shall not be required to, cause such Remedial Work to be performed and all costs and expenses so incurred shall become immediately due and payable from Tenant to Landlord together with interest at the rate of 10% per annum from the date of advancement until paid by Tenant. Notwithstanding the foregoing, within ninety (90) days of the execution of this Lease, Tenant agrees that it will remove all solid wastes and associated materials or wastes located on the Premises and dispose of the same in accordance with all applicable laws, or Landlord may, without notice to Tenant, have such wastes removed and offset the cost of the same against the obligations of Landlord to Tenant.

9.4.6 Tenant shall give immediate written notice to Landlord of: (i) any proceeding, inquiry, notice, or other communication by or from any governmental or non-governmental entity regarding the presence or suspected presence of any Hazardous Substance at, on, about, under, within, near or in connection with the Premises; (ii) all claims, demands, suits and the like, whether by a governmental agency or otherwise, relating to the environmental condition of the Premises; and (iii) the receipt of any notice or discovery of any information regarding any actual, alleged, or potential use, manufacture, production, storage, spillage, seepage, release, discharge, disposal or any other presence or existence or any Hazardous Substance at, on, about, under, within, near or in connection with the Premises.

9.4.7 Tenant represents and warrants to Landlord that:

- (a) Tenant has obtained all necessary federal, state and local environmental permits necessary for the conduct of its business on the use of premises in the business;
- (b) Tenant knows of no threatened civil, criminal or administrative proceedings against its relating to the use of the premises;
- (c) Tenant will engage in no on-site disposal, either above or below ground, of any hazardous wastes, hazardous materials on the premises; and
- (d) Tenant shall conduct all activities in full compliance with applicable federal, state and local laws and regulations, including those relating to solid and hazardous waste, and Tenant shall not cause, directly or indirectly, any environmental contamination or pollution upon the premises. Any spill or release of hazardous wastes, hazardous substances or solid wastes shall be immediately cleaned up and the premises restored to its prior condition.

9.4.8 The obligations of Tenant and the rights and remedies of Landlord set forth in this Section are independent from those of Tenant under Paragraph 12.3. Furthermore, such obligations of Tenant and rights and remedies of Landlord shall survive the termination, expiration and/or release of this Lease; provided, however, if Tenant or its affiliates do not purchase the premises pursuant to the Purchase Option, and any violation of any applicable Environmental Law, or any other Environmental Condition, continues to exist with respect to the Premises upon the expiration or earlier termination of this Lease, Landlord may, upon written notice to Tenant, remediate such violation or other Environmental Condition to the satisfaction of Landlord, and shall be indemnified by Tenant according to the appropriate provisions of this Lease.

9.4.9 Tenant shall, prior to occupancy of the Premises, and at Tenant's sole cost and expense, conduct a Phase I Audit of the Premises with a certified environmental inspector. Such inspector may

be selected by Tenant, subject to the approval of Landlord. The results of such a Phase I Audit shall be shared with all parties to this Lease.

10. RESERVATIONS AND EASEMENTS

10.1 OMITTED.

11. UTILITIES

11.1 PAYMENT BY TENANT. Tenant, during the term of this Lease shall pay or cause to be paid, prior to delinquency for all gas, heat, electricity, telephone, sewage, air conditioning, ventilation, power, and fuel which may be furnished to or used in and about said demised premises, or in connection therewith.

11.2 WATER. Water used on said demised premises shall be limited to that reasonably needed for drinking and that reasonably needed and used in any restroom thereof and for no other purpose. Tenant shall pay for all water used on said demised premises by paying the water bill directly if said premises is metered individually

11.3 INTERRUPTIONS. Landlord shall not be liable to Tenant in damages or otherwise for any interruptions in service of gas, heat, electricity, telephone, sewage, air conditioning, ventilation, power, fuel, and water resulting from any cause over which Landlord has no control or caused by the making of any necessary repairs or improvements or any unavoidable delay in connection therewith.

12. MAINTENANCE AND REPAIRS

12.1 CONDITION ON COMMENCEMENT. Prior to occupancy, Landlord will remove all of Landlord's personal property which by mutual agreement of both parties is not being left in the Premises for the use of the Tenant. Within ten (10) days of occupancy, Tenant shall notify Landlord in writing of any needs for repairs or personal property that should be removed and afterward Landlord shall address said needs in a timely manner.

12.2 LANDLORD'S REPAIRS. Landlord shall maintain in good repair, the roof, downspouts, foundation, and the structural soundness of the exterior walls of the building of which the demised premises are a part. The term "walls" as used herein, shall not include windows, glass, or plate glass, doors or special fronts to said premises. Tenant shall immediately give Landlord written notice of any defects or need for repairs to the aforementioned items, after which Landlord shall have reasonable opportunity to repair same or cure such defects. Landlord's liability hereunder shall be limited to the cost of such repairs or curing such defects. Landlord represents that on the commencement date of this Lease the HVAC system and other mechanicals serving the Premises shall be in good operating condition. Tenant shall notify Landlord promptly if, when the heating system is actuated for the first time after commencement of this Lease, it is not operational and Landlord shall make the necessary repairs. Landlord shall not be liable for any damage done or occasioned by or from electrical systems, the heating and/or air conditioning system, and the plumbing and sewer system in, above, upon, or about the demised premises, nor for damages occasioned by water, snow, or ice being upon or coming through the roof, trap door, walls, windows, door, or otherwise.

12.3 TENANT'S REPAIRS. Tenant, at its own cost and expense, shall keep all other parts of the demised premises in good repair, including, but not limited to, windows, glass, and plate glass, doors, any special fronts to said premises, interior walls and finish work, floors and floor covering, heating and air-conditioning systems, plumbing work and fixtures, and shall maintain and take good care of said premises and its fixtures and suffer no waste. Tenant shall repay or pay for any damages caused by the negligence of Tenant or Tenant's employees, agents, or invitees, or caused by Tenant's default hereunder. During the term of this Lease, Tenant, at its own cost and expense, shall maintain all systems in good operating condition including timely changing of filters, shall make all necessary repairs and replacements except for replacement of major components, and upon termination of this Lease, shall deliver such system(s) to Landlord in good operating condition, ordinary wear and tear and damage by casualty excepted. The Landlord agrees that the Tenant, and Tenant's customers, employees, and visitors, shall have the right throughout the term hereof, to use, all streets, service

drives for ingress and egress to and from the demised premises, and the public streets or highways and all parking areas.

12.4 **OUTSIDE STORAGE.** Tenant shall not store or keep nor permit to be stored or kept on the outside of said demised premises, including but not limited to, the grounds comprising part of such premises or appurtenant or adjacent thereto, anything whatsoever other than operative vehicles used in the ordinary and usual course of its business without the permission of the Landlord.

12.5 **ALTERATIONS.** Tenant shall make no alterations, additions, or improvements to the demised premises without the written consent of the Landlord; said written consent will not be unreasonably withheld or delayed by the Landlord. All such alterations, additions or improvements made with Landlord's written consent shall be at Tenant's cost and expense and shall comply with all applicable governmental laws, ordinances, regulations, and other requirements. Tenant shall keep the demised premises free and clear of any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by or through the Tenant. Furthermore, Tenant agrees to indemnify and hold Landlord harmless from any loss or damage resulting therefrom. All personal property, equipment, inventory, trade fixtures, appliances, and any other property customarily used by and paid for by the Tenant in its business operations conducted on the demised premises shall remain the property of the Tenant and may be installed or removed by the Tenant at any time during the term of this Lease; provided, however, that the Tenant, at the time of such removal, shall repair at its expense, any damage to the demised premises caused by such removal. Upon the termination of the term of this Lease without default by the Tenant, Tenant may then remove all of the aforesaid property so long as any damage, injury, or defacement to the premises occasioned by such removal is repaired by the Tenant. Any other improvements of a permanent nature made to the demised premises, such as lighting, partitioning, and alterations to the facilities or systems which formed a part of the demised premises at the commencement of the term of this Lease, shall become a part thereof and be surrendered therewith by the Tenant upon the expiration of this Lease, unless the Landlord shall require the Tenant to remove any such improvements and/or alterations by giving the Tenant at least thirty (30) days written notice thereof prior to the expiration date of this Lease, in which event Tenant, at its expense, shall promptly remove same and repair any damage, injury or defacement to the premises occasioned by such removal.

12.6 **WAIVER.** Tenant waives all rights to make repairs at the expense of Landlord as provided for in any statute or law which may be hereafter enacted during the term of this Lease.

12.7 **RUBBISH REMOVAL.** The Tenant shall dispose of his trash in proper containers supplied by the Tenant, and in such a way as to keep trash container and the surrounding area free of debris. Should it become necessary for the Landlord to dispose of trash which is not placed in a trash container, or any additional trash disposal is required due to higher than normal use by the Tenant, the Tenant shall pay the Landlord upon demand, any cost incurred in the removal of said trash

13. **INSPECTION**

13.1 **RIGHTS OF LANDLORD.** Landlord and its agents shall have the right at any reasonable time to enter upon the premises for the purpose of inspection, serving or posting notices, showing to a prospective purchaser or tenant, or making any changes or alterations or repairs which Landlord shall deem necessary for the protection, improvement or preservation of the demised premises or the building of which said premises are a part or for any other lawful purpose. Provided Tenant or its affiliate has not exercised its right to purchase the premises pursuant to the Purchase Option, at any time after 120 days prior to the expiration of the term of this Lease, Landlord may place thereon any usual or ordinary "For Lease" signs.

14. **ASSIGNMENT AND SUBLETTING**

14.1 **LIMITATION.** Tenant shall not assign this Lease, voluntarily or by operation of law, or any right hereunder, nor sublet the demised premises or any part thereof, without the prior written consent of Landlord. Any such assignment or any such subletting without obtaining the written consent of Landlord shall be void and at the option of Landlord, shall terminate this Lease. In the event Tenant

does secure Landlord's consent to assign this Lease or to sublet part or all of the demised premises, and such assignment or subletting is at a monthly rental that exceeds the rent herein reserved, then Landlord shall be entitled to receive as additional rental, one-half of such increased rental. Tenant shall remit such additional rental at the same time and subject to the same conditions as the regular rental.

- 14.2 **VIOLATION.** No consent to any assignment, voluntary or by operation of law of this Lease or any subletting of said premises shall be deemed to be consent to any subsequent assignment or subletting, except as to the specific instance covered thereby.

15. **INDEMNIFICATION**

- 15.1 **TENANT'S OBLIGATION.** Tenant covenants and agrees to pay, defend, indemnify and save harmless Landlord from and against any and all liability, loss, damage, cost, expense (including reasonable attorneys' fees and expenses of Landlord), causes of action, suits, claims, demands or judgments of any nature whatsoever (a) arising from any injury to or the death of any person or damage to any property occurring on the Premises and not due to any act or failure to act on the part of Landlord, its agents, employees, contractors, officers, licensees or invitees, or (b) in any manner arising out of or connected with the use, non-use, condition, possession, operation, maintenance, management or occupation of the Premises or any part thereof and not due to any act or failure to act on the part of Landlord, its agents, employees, contractors, officers, licensees or invitees, (c) any negligence or willful misconduct on the part of the Tenant or its agents, contractors, servants, employees, licensees or invitees, whether occurring on or about, or affecting the Premises, or (d) resulting from the violation by Tenant of any restriction recorded in the land records or any governmental regulation affecting the Premises or any part thereof or the ownership, occupancy or use thereof. The obligations of Tenant under this Paragraph 15.1 shall survive any termination of this Lease and any transfer or assignment by Landlord or Tenant of this Lease or any interest hereunder.

- 15.2 **LANDLORD'S OBLIGATION.** Landlord covenants and agrees to pay, defend, indemnify and save harmless Tenant from and against any and all liability, loss, damage, cost, expense (including reasonable attorneys' fees and expenses of Tenant), causes of action, suits, claims, demands or judgments of any nature whatsoever (a) arising from any negligence or willful misconduct on the part of the Landlord or its agents, contractors, servants, employees, licensees or invitees, or resulting from the violation by Landlord of any term, condition or covenant of this Lease or of any contract, agreement, restriction, or regulation affecting the Premises or any part thereof or the ownership, occupancy or use thereof. The obligations of Landlord under this Paragraph 15.2 shall survive any termination of this Lease and any transfer or assignment by Landlord or Tenant of this Lease or any interest hereunder.

16. **LOSS BY FIRE AND OTHER CASUALTY**

- 16.1 **NOTICE.** If the demised premises should be damaged or destroyed by fire, tornado, or other casualty, Tenant shall give immediate written notice thereof to Landlord.

- 16.2 **PARTIAL DESTRUCTION.** If the demised premises should be damaged by fire, tornado or other casualty, but only to such extent that rebuilding or repairs can be completed within 180 days after the date upon which Landlord is notified by Tenant of such damage, this Lease shall not terminate, but Landlord shall at its sole cost and expense, proceed with reasonable diligence to rebuild and repair such premises to substantially the condition in which they existed prior to such damage, except that Landlord shall not be required to rebuild, repair or replace untenable in whole or in part following such damages, the rent payable hereunder during the period in which they are untenable shall be reduced to such extent as may be fair and reasonable under all of the circumstances. In the event that Landlord should fail to complete such repairs and rebuilding within 180 days after the date upon which Landlord is notified by Tenant of such damage, Tenant may at its option, terminate this Lease by giving written notice of termination to Landlord as Tenant's exclusive remedy, whereupon all rights and obligations hereunder shall cease and determine as of the date of delivery of said notice of termination.

- 16.3 **TOTAL DESTRUCTION.** If the demised premises should be totally destroyed by fire, tornado or other casualty, or if said premises should be so damaged that rebuilding or repairs cannot be completed within 180 days after the date upon which Landlord is notified by Tenant of such damage, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective upon the date of the occurrence of such damage provided, however, such termination shall be void if Tenant or its affiliate exercises its right to purchase the premises pursuant to the Purchase Option in which event any insurance proceeds received by Landlord prior to the closing shall be credited against the purchase price.
- 16.4 **DESTRUCTION DURING LAST YEAR OF TERM.** In the event of any partial destruction to the building of which these demised premises are a part representing 30% or more of the replacement cost of said building, even though said demised premises are not damaged, or any partial destruction to said demised premises occurring during the last year of the term of this Lease or any extension thereof, then, Landlord shall have the right for a period of 30 days thereafter to terminate this Lease by giving written notice of termination to Tenant provided, however, such termination shall be void if Tenant or its affiliate exercises its right to purchase the premises pursuant to the Purchase Option in which event any insurance proceeds received by Landlord prior to the closing shall be credited against the purchase price.
- 16.5 **MORTGAGED PREMISES.** Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering said premises requires that the insurance proceeds received by reason of such damage or destruction be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant, whereupon all rights and obligations hereunder shall cease and determine as of the date of delivery of said notice of termination provided, however, such termination shall be void if Tenant or its affiliate exercises its right to purchase the premises pursuant to the Purchase Option in which event any insurance proceeds received by Landlord prior to the closing shall be credited against the purchase price.
- 16.6 **INSURANCE.** Any insurance which may be carried by Landlord or Tenant against loss or damage to the demised premises, including any improvements thereon, shall be for the sole benefit of the party carrying such insurance and under its sole control.

17. **CONDEMNATION**

- 17.1 **TAKING.** In case of a taking of all or any part of the Premises or the commencement of any proceedings or negotiations which might result in a taking for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain or by agreement between Landlord, Tenant and those authorized to exercise such right ("Taking"), Tenant will promptly give written notice thereof to Landlord, generally describing the nature and extent of such Taking and including copies of any documents or notices received in connection therewith. In the event Landlord receives notice of the Taking from the condemning authority, Landlord will promptly give written notice thereof to Tenant, generally describing the nature and extent of such Taking and including copies of any documents or notices received in connection therewith
- 17.2 **TOTAL TAKING.** If the whole or any substantial part of the demised premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of said premises shall occur.
- 17.3 **PARTIAL TAKING.** If less than a substantial part of the demised premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, this Lease shall not terminate, but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such an extent as may be fair and reasonable under all of the circumstances.

- 17.4 **TEMPORARY TAKING.** In case of a temporary use of all or any part of the Premises by a Taking ("Temporary Taking"), this Lease shall remain in full force and effect without any reduction of Base Rent, Additional Rent or any other sum payable hereunder. Tenant shall be entitled to the entire award for a Temporary Taking, whether paid by damages, rent or otherwise, unless the period of occupation and use by the condemning authorities shall extend beyond the date of expiration of this Lease, in which case the award made for such Taking shall be apportioned between Landlord and Tenant as of the date of such expiration. At the termination of any such Temporary Taking, Tenant will, at its own cost and expense, promptly commence and complete the restoration of the Premises to their original condition, unless the period of occupation and use by the condemning authority shall extend beyond the date of expiration of this Lease.
- 17.5 **AWARD OR PAYMENT.** In the event of any such taking or private purchase in lieu thereof, any award or payment therefore shall be the property of the Landlord, whether such award or payment shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to pursue its own claim and receive an award for loss or damage to its trade fixtures and removable personal property, loss or damage attributable to the interruption of its business and loss or damage resulting from the relocation of its business.
18. **SIGNS**
- 18.1 **RESTRICTIONS.** Tenant may install signage on existing locations which shall conform and be subject to all applicable governmental laws, ordinances, regulations and other requirements so long as existing sign posts and frames are not removed or structurally altered.
19. **HOLDING OVER**
- 19.1 **TERMS.** Except as herein otherwise provided, should Tenant, or any of its successors in interest, hold over the demised premises or any part thereof, after the expiration of the term of this Lease (unless otherwise agreed in writing), such holding over shall constitute and be construed as a tenancy from month to month only, and except for the term thereof shall be on the same terms and conditions specified herein so far as applicable; provided, however, that the monthly rental shall be 50% greater than the rent for the last month of the term of this Lease. None of the provisions contained in this Paragraph 19.1 shall be construed as Landlord's permission for Tenant to hold over.
20. **QUIET ENJOYMENT**
- 20.1 **CONDITIONS.** Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rental herein set forth and performing all of its other covenants and agreements set forth in this Lease, shall peaceably and quietly have, hold and enjoy the premises, for the term hereof without hindrance or molestation from Landlord, but subject, however, to the terms and provisions of this Lease and all zoning ordinances and other building and fire ordinances as well as governmental regulations relating to the use of such property, and also subject to easements, restrictions and other conditions of record.
21. **DEFAULT**
- 21.1 **EVENTS OF DEFAULT.** The following events shall be deemed to be events of default by Tenant under this Lease:
- a. Tenant shall fail to pay any installment of rent hereby reserved when due, and such failure shall continue for a period of 5 days from the date such installment was due.
 - b. Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
 - c. Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.
 - d. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.
 - e. Tenant shall desert or vacate any substantial portion of the demised premises.
 - f. Assets of Tenant located on or in the demised premises shall be seized by attachment, execution or other judicial seizure and such seizure is not discharged within 60 days from the date thereof.

- g. Tenant shall fail to comply with any term, provision or covenant of this Lease (other than the foregoing in this Paragraph 21.1), and shall not cure such failure within 30 days after written notice thereof to Tenant; provided if the cure cannot be completed within 30 days, there shall be no default if Tenant commences the cure within the 30 day period and diligently prosecutes the cure to completion.

22. REMEDIES

22.1 SPECIAL REMEDIES. Upon the occurrence of any of such events of default described in Paragraph 21.1 hereof, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- a. Terminate this Lease, in which event Tenant shall immediately surrender the demised premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of said premises and expel or remove Tenant and any other person who may be occupying such premises or any part thereof, by force if necessary, without being liable for prosecution or any claim or damages therefor; and Tenant agrees to pay to Landlord on demand, the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the premises on satisfactory terms or otherwise.
- b. Enter upon and take possession of the premises and expel or remove Tenant and any other person who may be occupying such premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor, and relet the premises and receive the rent therefor and Tenant agrees to pay to the Landlord on demand any deficiency that may arise by reason of such reletting.
- c. Enter upon the premises by force if necessary without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus affecting compliance with Tenant's obligations under this Lease and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action, whether caused by the negligence of Landlord or otherwise.

22.2 OTHER PROVISIONS. Pursuit of any of the remedies enumerated in Paragraph 22.1 shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of violation of any of the terms, provisions and covenants herein contained. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Landlord's acceptance of the payment of rental or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. If, on account of any breach of default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning or to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorney's fees. No act or thing done by the Landlord or its agents during the terms hereby granted shall be deemed an acceptance of the surrender of the premises, and no agreement to accept a surrender of said premises shall be valid unless in writing signed by Landlord. The receipt by Landlord of rent with knowledge of the breach of any covenant or other provision contained in this Lease shall not be deemed or construed to constitute a waiver of such breach or as a waiver of any other violation or breach of any of the terms, provisions and covenants contained herein.

23. SUBORDINATION AND STATEMENT OF CONDITION OF LEASE

23.1 SUBORDINATION. Provided any mortgagee agrees not to disturb Tenant's possession of the premises as long as Tenant is not in default under the terms of this Lease, this Lease is and shall be subordinate to any mortgage, deed of trust or other instrument of security which has been or shall be

placed on the land and building of which the demised premises form a part, and such subordination is hereby made effective without any further act by Tenant to attorn to such holder for the balance of the term remaining under this Lease at the time the holder exercises its security interest. Tenant agrees at any time upon request by Landlord to execute and deliver any instruments, releases or other documents that may be required in connection with subjecting and subordinating this Lease to the lien of said mortgage, deed of trust or other instrument of security. Tenant hereby appoints Landlord as Tenant's attorney in fact, irrevocably, to execute and deliver any such instruments.

23.2 CONDITION OF LEASE. Tenant shall execute, acknowledge and deliver to Landlord, without any charge, at any time within 10 days after request by Landlord, an affidavit verifying or a statement in writing certifying, if such be the case, that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified), the date of commencement of the Lease, the date on which the rent has been paid, and such other information as Landlord shall reasonably request. Any such affidavit or statement by Tenant shall be used by Landlord for delivery to and reliance upon by prospective purchasers and lenders whose security will consist of liens upon said premises and/or the building of which the premises are a part, or for delivery to and reliance upon by a lien holder having a lien on said premises and/or the building of which the premises are a part.

23.3 COMPLIANCE WITH MORTGAGE TERMS. Landlord covenants that Landlord shall comply with the terms of any mortgage on the premises, including, but not limited, all requirements for payment thereunder. Should Landlord receive any notice of a default under any such mortgage, Landlord shall deliver a copy of the notice to Tenant and Tenant shall have the option, at its sole election and without any obligation, to cure such default in order to avoid a forfeiture of Tenant's rights under this Lease or the Purchase Option.

24. ESTOPPEL CERTIFICATE

24.1 ESTOPPEL CERTIFICATE. Upon request by the Landlord, the Tenant will promptly execute an instrument certifying that this Lease is unmodified and in full force and effect. If there have been modifications, that the same is in full force and effect as modified and the dates to which the rents, additional rent or taxes and hazard insurance have been paid, and stating whether or not, to the best knowledge of the person who executes such instrument that the Landlord is not in default in the performance of any covenant, agreement, term, provision or condition contained in this Lease, and, if so, specifying each such default. It is intended that any such statement delivered pursuant hereto may be relied upon by any prospective purchaser or mortgagee of the premises or of the building in which the premises are located, or any prospective assignee of the mortgagee thereof.

25. NOTICE

25.1 REQUIREMENT. All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing, and shall be deemed delivered 48 hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to Tenant at the address of the premises, and as to Landlord, at Wears, Kahn, McMenamy & Co., 81 S. Fifth Street, Columbus, Ohio 43215, or such other address as shall be designated by either party in compliance with the provisions of this paragraph.

26. WAIVER

26.1 EITHER PARTY. No covenant, term or condition or breach of this Lease shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition as to the rent payment accepted.

27. MISCELLANEOUS

27.1 CAPTIONS. The captions of the paragraphs contained in this Lease are for convenience only shall not be deemed to be relevant in resolving any question of interpretation or construction of any paragraph of this Lease.

27.2 **SUCCESSORS AND ASSIGNS.** All of the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors and administrators, successors and assigns, except that nothing in this provision shall be deemed to permit any assignment, subletting or use of the premises other than as provided for herein.

27.3 **APPLICABLE LAW.** This Lease shall be governed and interpreted solely by the laws of the State of Ohio then in force. Each number, singular or plural, as used in this Lease, shall include all numbers, and each gender shall be deemed to include all genders.

27.3.1 Any litigation arising out of any violation or dispute regarding a term or provision of this Lease may only be heard by The Franklin County Common Pleas Court located in Columbus, Ohio.

27.4 **TIME AND JOINT SEVERAL LIABILITY.** Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the premises to Tenant. All the terms, covenants and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and non-exclusive of any other remedy.

27.5 **SEPARABILITY.** Each and every covenant and agreement contained in this Lease shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by Landlord shall not discharge or relieve Tenant from its obligation to perform each and every covenant and agreement to be performed by Tenant under this Lease.

27.6 **COUNTERPARTS.** This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

28. **RECORDING**

28.1 **MEMORANDUM OF LEASE.** It is specifically agreed that this Lease shall not be recorded but that in lieu of the recording of this Lease, either Landlord or Tenant may record a memorandum thereof as provided in Section 5301.251 of the Ohio Revised Code which shall contain only the following: (a) the names of the Landlord and the Tenant and their addresses as set forth in said Lease; (b) a reference to such Lease with its date of execution; (c) a description of the leased premises with such certainty as to identify the property including the reference provided for in Section 5301.011 of the Ohio Revised Code; (d) the term of this Lease, together with any rights of renewal or extension thereof; (e) the date of commencement of the term or the manner of determining the same as set forth in such Lease; and (f) the right to purchase the premises pursuant to the Purchase Option.

29. **BLANKS**

29.1 Several paragraphs in this Lease contain blanks to be filled in. Landlord and Tenant represent that before the execution of this Lease each of them has reviewed every blank and has determined that it has been correctly filled in.

30. **OMMITTED**

31. **MAILING ADDRESS**

AS TO TENANT:

William H. Ringler
461 SR61
Marengo, Oh 43324

AS TO LANDLORD:

R&B Properties of Morrow County
Attn: Brett Younkin
555 Greenlawn Avenue
Columbus, Ohio 43223
Fax: 614-443-4709

32. ADDITIONAL PARAGRAPHS

32.1 PART OF LEASE. Paragraphs _____ below or attached hereto have been added prior to the execution hereof and by this reference are deemed a part of this Lease.

32.2 Tenant shall furnish drawings or descriptions of proposed alterations to be made by Tenant. Said drawings and a list of alterations shall become Exhibit "A" of this Agreement. Upon approval of said drawings and alterations by both parties, Tenant shall make said alterations at tenant's expense.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seal to triplicate originals hereof this _____ day of _____, _____.

LANDLORD: R & B Properties of Morrow County, LLC

TENANT:

By: Ronald P. Younk
Its: MEMBER

By: Will Kingler
Its: OWNER

Date: 6-4-13

Date: 7-1-13

LANDLORD'S ACKNOWLEDGEMENT

STATE OF OHIO

COUNTY OF FRANKLIN

This 4th day of June, 2013, before me a Notary Public in and for the state and county aforesaid, personally appeared Ronald P. Younk who acknowledged the signing of the same as his free act and deed.



LEESA J. REISINGER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MARCH 29, 2015

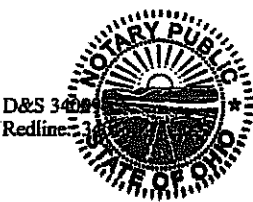
Leesa J. Reisinger
Notary Public

TENANT'S ACKNOWLEDGEMENT

STATE OF Ohio

COUNTY OF Morrow

This 1 day of July, 2013, before me a Notary Public in and for the state and county aforesaid, personally appeared William Kingler who acknowledged the signing of the same as his/her free act and deed.



CHRISTINA M. MCGLOTHLIN
Notary Public, State of Ohio
My Comm. Expires April 10, 2016

Christina McGlothlin