

ORDINANCE NO. 8-2024

AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH DEBRA-KUEMPEL, INC. AND DECLARING AN EMERGENCY

WHEREAS, DeBra-Kuempel, Inc. (“DeBra-Kuempel”) is a longstanding business and steady employer in the Village of Fairfax, Ohio (the “Village”); and

WHEREAS, DeBra-Kuempel continues to expand its operations from its facility in the Village, requiring additional parking for its employees; and

WHEREAS, DeBra-Kuempel requested the use of a parcel owned by the Village, and adjacent to DeBra-Kuempel’s facility, for employee passenger vehicle parking during standard business hours; and

WHEREAS, DeBra-Kuempel lacks other practical options for expanded parking necessary to maintain and grow its operations in the Village, including a proposed remodel and expansion of its existing facility; and

WHEREAS, the parcel at issue is currently vacant, and not anticipated to be needed for any purpose other than access to Little Duck Creek and other maintenance areas, which would be sustained by a proposed lease agreement with DeBra-Kuempel; and

WHEREAS, the Village and DeBra-Kuempel agreed in principle to the terms of a lease agreement for the parcel at issue, subject to formal approval by this Council; and

WHEREAS, it is necessary to execute the lease agreement promptly so DeBra-Kuempel may proceed with its plans for expansion and assure its future in the Village rather than having to relocate outside of the Village;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Fairfax, State of Ohio, that:

SECTION I: The Village Administrator is hereby authorized to enter into the Lease Agreement attached hereto as Exhibit A, subject to such revisions of a non-material nature as the Village Administrator deems necessary.

SECTION II: This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately. The reason for said declaration of emergency is the immediate need to approve the subject lease agreement to meet the timeline set forth by DeBra-Kuempel for finalizing its plans to remain and expand within the Village.

Passed this 15th day of July, 2024.

Mayor

ATTEST:

Fiscal Officer

CERTIFICATE

I hereby certify this to be a true and correct copy of Ordinance No. 8-2024 passed at a meeting of the Council of the Village of Fairfax on this 15th day of July, 2024.

Fiscal Officer

LEASE AGREEMENT

This LEASE AGREEMENT (the “**Lease**”) is made and entered into as of the “Effective Date” (defined below), by and between the **VILLAGE OF FAIRFAX, and Ohio municipal corporation (“Landlord”)**, and **DEBRA-KUEMPEL INC.**, a Delaware corporation (“**Tenant**”).

ARTICLE 1
BASIC LEASE TERMS AND DEFINITIONS

1.1 Basic Lease Terms.

This Section outlines the principal terms of the Lease between the Landlord and the Tenant. Most of these terms are further defined and explained in subsequent Sections, all of which are intended to be read together to create the agreement between the parties.

- a. **Effective Date:** []
- b. **Landlord’s Address:** The Village of Fairfax
5903 Hawthorne Avenue
Cincinnati, Ohio 45227
Attn: Village Administrator
- c. **Tenant’s Address:** _____

Phone _____
- d. **Premises:** The portion of the Property (as defined herein) consisting of approximately 6,000 square feet, as outlined and depicted in the cross hatch on Exhibit A attached hereto and incorporated by reference herein (the “**Premises**”).
- g. **Commencement Date:** The Effective Date.
- h. **Term:** The “**Term**” shall be approximately ninety-nine (99) years commencing on the Commencement Date (subject to Section 3.2)
- i. **Permitted Use:** Solely for the purpose of the parking of passenger motor vehicles (the “**Permitted Use**”).
- j. **Base Rent:** See Section 5.1.

1.2 Definitions.

All capitalized terms used in this Lease have the meanings ascribed in this Section 1.2, or before they are first capitalized elsewhere in this Lease.

Additional Rent means all charges, fees or other sums of money of any kind other than Base Rent which Tenant becomes obligated to pay to Landlord under the terms of this Lease or in connection with the Premises.

Affiliate means any entity which controls, is controlled by, or is under common control with Tenant.

Agents means officials, officers, directors, shareholders, members, partners, employees, contractors, consultants and other third persons acting under the direction and control of a party.

Applicable Laws means: (i) all present and future federal, state, county, municipal and other local statutes, laws, codes, ordinances, administrative and court orders and directives, rules and regulations applicable to the Premises or to Tenant's use and occupancy of the Premises from time to time, including, but not limited to, the Village of Fairfax Ordinance No. 21-2023 (as may be amended from time to time, the "**Floodplain Ordinance**"); (ii) all material terms of any insurance policy covering the Premises; (iii) all material requirements of the National Board of Fire Underwriters or any other national board of insurance underwriters which are binding upon Landlord, Tenant or the Premises; (iv) all future amendments, replacements and substitutions for any item described in the preceding phrases, and (v) all future laws which, when effective, fall within this definition of Applicable Laws.

Default Rate means the prime rate of interest published in the *Wall Street Journal* as of the date the Default Rate is determined to apply (or on the next business day after any such date) plus 4%.

Environmental Laws means, in addition to the laws referred to in the definition of Hazardous Substances, all local, state and federal laws, judgments, ordinances, orders, rules, regulations, codes and other governmental restrictions, guidelines and requirements, any amendments and successors thereto, replacements thereof and publications promulgated pursuant thereto, which deal with or otherwise in any manner relate to, air or water quality, air emissions, soil or ground conditions or other environmental matters of any kind.

Force Majeure means regional labor disputes, governmental regulations or controls, civil unrest, war, unseasonable adverse weather conditions, fire or other casualty, claim adjustments with any insurance company, unavailability of necessary materials or services and any other causes beyond a party's control that are typically referred to by the term *force majeure*.

Hazardous Substances means any wastes, materials or substances (whether in the form of liquids, solids or gases, and whether or not air-borne), which are or are deemed to be pollutants or contaminants, or which are or are deemed to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious, or which present a risk to public health or to the environment, or which are or may become regulated by or under the authority of any applicable local, state or federal laws, judgments, ordinances, orders, rules, regulations, codes or other governmental restrictions, guidelines or requirements, any amendments or successor(s) thereto, replacements thereof or publications promulgated pursuant thereto, including, without limitation, any such items or substances which are or may become regulated by any of the Environmental Laws (as hereinafter defined).

Property means the real property located at 3971 Germania Avenue, Cincinnati, Hamilton County, Ohio, identified as Parcel ID 523-0005-0046-00 and containing approximately 1.781 acres.

Rent means the Base Rent and any Additional Rent.

Tenant's Personal Property means all equipment, machinery, racking, furniture, furnishings and other property installed or placed in the Premises at Tenant's expense.

Term means the number of months provided in Section 1.1 plus the period through the last day of the calendar month in which the Term would otherwise expire. The word "Term" will also include any period of holding over authorized pursuant to Section 3.3.

Termination Date means the last day of the Term, regardless of the reason for the termination.

1.3 Exhibits and Attachments.

The following Exhibits are attached to and made a part of this Lease. Any Exhibit which is not attached to the Lease on the Effective Date shall be agreed to by the parties, initialed and attached as promptly as possible after the Effective Date, at which point it shall be incorporated in the Lease in the same manner as though it was originally attached.

ARTICLE 2
LEASED PREMISES

Landlord leases the Premises to Tenant, and Tenant rents the Premises from Landlord on the terms and conditions contained in this Lease.

ARTICLE 3
LEASE TERM

3.1 Lease Commencement Date and Initial Term.

The initial Term of this Lease shall commence on the Commencement Date and continue for the Term, unless it is terminated earlier pursuant to this Lease.

3.2 Early Termination Right. Notwithstanding anything in this Lease to the contrary, either party shall have the right to terminate this Lease early, without penalty, at any time, with or without cause upon delivering to the other party written notice of termination (the “**Early Termination Notice**”). The Early Termination Notice shall specify the date of early termination, which shall be a date that is at least sixty (60) days after either party receives such notice (the “**Early Termination Date**”). This Lease shall terminate as of the Early Termination Date as if the Early Termination Date was the original Terminate Date hereunder.

3.3 Holding Over.

If Tenant remains in possession of the Premises after the Termination Date or otherwise fails to surrender the Premises to Landlord on the Termination Date in the condition required under this Lease, then Landlord may either: (a) declare an Event of Default and exercise the remedies available under this Lease, including summary proceedings to recover possession of the Premises; or (b) treat Tenant as a “month-to-month” tenant (subject to the notice requirement in this Section) liable for Rent at an amount equal to 150% of the Rent due under this Lease, in which case all other covenants of this Lease shall remain in full force and effect until terminated by written notice from either party to the other. Notices of termination of any such “month-to-month” tenancy must be delivered at least 30 days before the proposed Termination Date.

ARTICLE 4
CONDITION OF THE PREMISES

4.1 Condition of Premises.

Tenant hereby accepts the Premises in the condition existing as of the Commencement Date, subject to all applicable zoning, municipal, county and state laws, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the Term or any part of the Term hereof regulating the Premises, and without representation, warranty or covenant by Landlord, express or implied, as to the condition, habitability or safety of the Premises, the suitability or fitness thereof for their intended purposes, or any other matter.

4.2 Surrender of Premises on Termination Date.

Tenant shall surrender the Premises to Landlord on the Termination Date in good condition and repair, subject to ordinary wear and tear; and otherwise in accordance with Article 12 hereof.

ARTICLE 5
RENT

5.1 Rent.

Commencing on the Commencement Date and during the Term, Base Rent shall be due and payable in the amount of one thousand five hundred dollars (\$1,500) annually. Base Rent shall be payable without prior notice or demand in equal monthly installments due in advance on the Commencement Date and then on the first day of each month throughout the Term. If the Commencement Date occurs on a day other than the first day of a month, the first payment shall be prorated for the period from the Commencement Date to the first day of the next month of the Term. If the Lease does not expire at the end of the Term, and the Termination Date does not occur on the last day of a month, then the last payment shall be prorated for the period from the first day of the last month through the Termination Date. Tenant shall pay all Rent due under this Lease to Landlord at the Landlord's Address, as may be modified in writing by Landlord or Landlord's property manager from time to time. All payments of Rent shall be in lawful money of the United States, and payable without deduction, offset, counterclaim, prior notice or demand. Notwithstanding the foregoing, Tenant may pay all Base Rent due for a calendar year in one lump sum on the Commencement Date and, thereafter, by January 1 of each calendar year.

5.2 Additional Rent.

Tenant shall pay all Additional Rent as and when it becomes due under the terms of this Lease. If no date for payment is specified in this Lease, then Additional Rent shall be due and payable within 15 days after receipt of Landlord's invoice.

5.3 Late Charges / Default Rate.

If Tenant fails to make any payment of Rent when due, then Tenant shall also pay a late charge to cover Landlord's additional administrative costs and loss of use of funds (the "**Late Charge**"). The Late Charge shall be equal to: (a) 5% of the amount past due; plus (b) delinquent interest at the Default Rate beginning on the 1st day of the month after the date the payment was originally due. If any Late Charge or default interest otherwise due under this Lease is determined to violate any Applicable Laws, then the Late Charge or Default Rate, as the case may be, shall be reduced to the highest rate permitted by law.

ARTICLE 6
TAXES

Tenant shall pay before delinquency any and all taxes due on Tenant's Personal Property. If such taxes are included in the bill for the real estate taxes for the Property, then Tenant shall pay to Landlord as Additional Rent the amount of such taxes within 15 days after demand from Landlord.

ARTICLE 7
INSURANCE AND INDEMNITIES

7.1 Tenant's Insurance.

Tenant, at its sole cost and expense, during the Term, shall procure, pay for and keep in full force and effect the following types of insurance, in such form as used by solvent insurance companies in the State of Ohio and in at least the amounts and in the forms specified below.

- (a) Comprehensive or commercial general liability insurance with coverage limits of not less than the combined single limit for bodily injury, personal injury, death and property damage at minimum of **\$2,000,000** liability insuring against all liability of the insured with respect to the Premises or arising out of the maintenance, use or occupancy of the Premises or related to the exercise of any rights of Tenant pursuant to this Lease. All such liability insurance shall specifically insure the performance by Tenant of any Tenant indemnities hereunder as to liability for injury to or death of persons and injury or damage to

property. Further, all such liability insurance shall include, but not be limited to, personal injury, blanket contractual, cross-liability and severability of interest clauses, broad-form property damage, independent contractors, owned, non-owned and hired vehicles.

(b) Worker's compensation coverage in an amount adequate to comply with law, and employer's liability coverage with a limit of not less than **\$1,000,000**.

(c) Commercial automobile liability insurance insuring all owned, non-owned and hired vehicles parked on the Premises with limits of liability not less than **\$2,000,000.00** combined single limit for both bodily injury and property damage.

(d) Insurance covering all of Tenant's leasehold improvements and alterations, trade fixtures, merchandise and personal property from time to time in, on or about the Premises, in an amount not less than their full replacement value from time to time, including replacement cost endorsement, providing protection against any peril included within the classification Fire and Extended Coverage, sprinkler damage, vandalism, malicious mischief, and such other additional perils as covered in an "all risks" standard insurance policy. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Article 14 hereof.

All policies of insurance required of Tenant herein shall be issued by insurance companies with a general policy holder's rating of not less than "A-" and a financial rating of not less than Class "VIII", as rated in the most current available "Best's Key Rating Guide", and which are qualified to do business in the State of Ohio. All such policies, except for the Worker's Compensation coverage, shall name, and shall be for the mutual and joint benefit and protection of, Landlord, any mortgagee(s) and Tenant, and Landlord and any other party designated by Landlord from time to time shall be an additional insured. Executed copies of the policies of insurance or certificates thereof shall be delivered to Landlord before Tenant, its agents or employees, shall enter the Premises for any purpose. Thereafter, executed copies of renewal policies or certificates thereof shall be delivered to Landlord within 30 days before the expiration of the term of each policy. All policies of insurance delivered to Landlord must contain a provision that the company writing the policy will give to Landlord 30 days' prior written notice of any cancellation or lapse, and the effective date of any reduction in the amounts of insurance. All policies required of Tenant herein shall be endorsed to read that such policies are primary policies and any insurance carried by Landlord or Landlord's property manager shall be noncontributing with such policies. No policy required to be maintained by Tenant shall have a deductible greater than \$10,000 unless approved in writing by Landlord. If Tenant refuses or neglects to secure and maintain insurance policies complying with the provisions of this Section 7.1, or to provide copies of policies or certificates or copies of renewal policies or certificates within the time provided in this Section 7.1, Landlord may, after providing written notice to Tenant of its intention to do so, secure the appropriate insurance policies and Tenant shall pay immediately upon demand the cost of same to Landlord, as Additional Rent.

7.2 Landlord's Insurance.

Landlord shall procure and maintain such insurance coverages and policies as it relates to the Property and/or Premises, and in such amounts, as Landlord may elect in its sole discretion. If, by reason of a failure of Tenant to comply with the provisions of this Lease, the rate of any insurance carried by Landlord shall be higher than it otherwise would be, Tenant shall reimburse Landlord, on demand, for that part of the premiums for such insurance paid by Landlord because of such failure on the part of Tenant.

7.3 Waivers.

All property insurance relating to the Property and/or the Premises (whether or not the insurance is required under this Lease) carried by Tenant shall contain a waiver of subrogation provision or endorsement. This provision is intended to waive all rights and claims that might form the basis for a right of subrogation by any insurance carrier. In addition, Tenant each waives all rights of recovery against the Landlord for any losses to property covered by insurance carried by the Tenant (or that would have been covered if the Tenant obtained the insurance coverage required herein) even if the loss or damage is caused by the fault or negligence of the Landlord or its Agents.

7.4 Indemnity.

Tenant indemnifies Landlord and holds Landlord and its Agents (each, a “**Landlord Indemnitee**”) harmless from and against any and all demands, claims, actions, fines, penalties, damages, losses, costs and expenses (including attorneys’ fees and other professional fees), judgments, settlement payments and other liabilities of any kind or nature (collectively, “**Damages**”), to the extent arising in connection with (i) the negligence, willful misconduct or intentional acts or omissions of Tenant or its Agents, (or) Tenant’s or any of its Agents’ use of the Premises, or (ii) Tenant’s failure to perform its obligations under this Lease, including, but not limited to, Tenant’s failure to comply with the Floodplain Ordinance. This indemnity is in addition to, and not in substitution for, any other indemnities given by Tenant under this Lease and it shall survive the Termination Date.

7.5 Enforcement of Indemnities.

In connection with Tenant’s indemnity obligations: (a) Tenant shall perform its indemnity obligations with counsel selected by it, subject to prior written approval from Landlord; and (b) Tenant shall not settle any claim subject to indemnification without the prior written consent of Landlord.

ARTICLE 8
ENVIRONMENTAL

Tenant agrees that during the Term of this Lease, there shall be no use, presence, disposal, storage, generation, leakage, treatment, manufacture, import, handling, processing, release, or threatened release of Hazardous Substances on, from or under the Premises (individually and collectively, “**Hazardous Use**”) except to the extent that, and in accordance with such conditions as, Landlord may have previously approved in writing in its sole and absolute discretion. However, without the necessity of obtaining such prior written consent, Tenant shall be entitled to use and store only those Hazardous Substances which are (i) typically used in the ordinary course of business in an office for use in the manner for which they were designed and in such limited amounts as may be normal, customary and necessary for Tenant’s business in the Premises, and (ii) in full compliance with Environmental Laws, and all judicial and administrative decisions pertaining thereto. For the purposes of this Article 8, the term Hazardous Use shall include Hazardous Use(s) on, from or under the Premises by Tenant or any of its Agents, whether known or unknown to Tenant, and whether occurring and/or existing during or prior to the commencement of the Term of this Lease. Tenant agrees that during the Term of this Lease Tenant shall not be in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene, soil, water, or environmental conditions on, under or about the Premises including, but not limited to, the Environmental Laws.

ARTICLE 9
UTILITIES

9.1 Utilities.

To the extent necessary, Tenant will contract directly with appropriate providers of all utilities serving the Premises and Tenant shall be solely responsible for and promptly pay all charges for such utilities consumed at the Premises through the Termination Date, including all taxes, levies or other charges based on the use of those utilities or services.

9.2 Interruptions.

It is understood that Landlord does not warrant that any of the utilities services referred to in this Article 9 or any other utility services (whether supplied by Landlord or otherwise) will be free from interruption. Tenant acknowledges that any one or more such utility services may be suspended or reduced by reason of repairs, alterations or improvements necessary to be made, by strikes or accidents, by any cause beyond the reasonable control of Landlord, or by orders or regulations of any federal, state, county or municipal authority. Any such interruption or suspension of services shall not be deemed an eviction (constructive or otherwise) or disturbance of Tenant’s use and possession of the Premises or any part thereof, nor render Landlord liable to Tenant for damages by abatement of Rent or otherwise, nor relieve Tenant of performance of Tenant’s obligations under this Lease.

ARTICLE 10
TENANT'S USE

10.1 Tenant's Use of Premises.

Tenant shall use the Premises for the Permitted Use, in compliance with Applicable Laws. Excepting those activities which are reasonable and necessary for Tenant to conduct Tenant's Permitted Use, Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything in the Premises that will in any way increase the premiums paid by Landlord on its insurance related the Property or which will in any way increase the premiums for fire or casualty insurance carried by other tenants in the Property. Tenant will not perform any act or carry on any practice that may injure the Premises. Tenant shall not use the Premises for sleeping or the preparation, manufacture or mixing of anything that might emit and objectionable odor, noises, vibrations or lights onto neighboring properties. In connection with Tenant's use of the Premises, Tenant will observe and comply with, and shall cause Tenant's Agents to observe and comply with, reasonable rules and regulations as Landlord may prescribe from time to time. Notwithstanding any of the foregoing, under no circumstances shall Tenant and/or Tenant's Agent use the Premises for a drop lot and/or for the parking of work vans or other commercial vehicles.

ARTICLE 11
REPAIR, MAINTENANCE AND REPLACEMENT

11.1 Landlord's Obligations.

Landlord has no repair, maintenance, and replacement obligations under this Lease.

11.2 Tenant's Obligations.

Tenant shall maintain the Premises, including all landscaping, at its own expense in good repair and condition and in clean and orderly manner, including, without limitation, any repair, maintenance, and replacement as may be reasonably necessary. If Tenant fails to perform its obligations under this Section 11.2 and such failure continues for ten (10) days after Tenant's receipt of Landlord's written notice, then Landlord shall have the right to enter the Premises perform such obligations, the costs of which shall be borne by Tenant who shall pay the same to Landlord as additional charges forthwith on demand.

ARTICLE 12
ALTERATIONS, SIGNAGE AND PERSONAL PROPERTY

12.1 Alterations.

Tenant shall not perform any alterations, improvements or modifications to the Premises ("**Alterations**") without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. If Tenant proposes to make Alterations, Tenant shall submit complete plans and specifications to Landlord for approval. Following approval of plans and specifications by Landlord, Tenant shall give Landlord at least ten (10) days' prior written notice of any commencement of Alterations in the Premises so that Landlord may post notices of non-responsibility in or upon the Premises as provided by Applicable Laws. Tenant shall obtain all necessary permits, including but not limited to, any and all necessary floodplain permits and construct all Alterations in a good and workmanlike manner, and in full compliance with Applicable Laws. In addition, Alterations shall be constructed in accordance with the plans and specifications approved by Landlord. Tenant shall obtain the prior written approval from Landlord for Tenant's contractors before the commencement of any Alterations. Tenant's contractor for any Alterations shall maintain all of the insurance reasonably required by Landlord, including, without limitation, commercial general liability, builders risk, and workers' compensation insurance.

12.2 Removal of Alterations by Termination Date.

Tenant shall return the Premises to Landlord at the expiration or earlier termination of this Lease in good and sanitary order, condition and repair, and free of rubble and debris. However, Tenant shall ascertain from Landlord at

least 30 days prior to the Termination Date whether Landlord desires the Premises, or any part thereof, restored to its condition prior to the making of any Alterations (whether or not permitted hereunder), and if Landlord shall so desire, then Tenant shall, prior to the termination of this Lease, forthwith restore said Premises or the designated portions thereof as the case may be, to its original condition, entirely at its own expense, excepting normal wear and tear. All damage to the Premises caused by the removal of such trade fixtures and other Personal Property that Tenant is permitted to remove under the terms of this Lease and/or such restoration shall be repaired by Tenant at its sole cost and expense prior to the Termination Date.

12.3 Signage.

Tenant shall not erect any signage on the outside of the Premises without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. Any signage permitted by Landlord shall be subject to Applicable Laws and the prior approval of the applicable governmental permitting authorities.

12.4 Removal of Personal Property.

Tenant agrees that as at the date of termination of this Lease or repossession of the Premises by Landlord, by way of default or otherwise, it shall remove all of Tenant's Personal Property to which it has the right to ownership pursuant to the terms of this Lease. Any and all such property of Tenant not removed by such date shall, at the option of Landlord, irrevocably become the sole property of Landlord. Tenant waives all rights to notice and all common law and statutory claims and causes of action which it may have against Landlord subsequent to such date as regards the storage, destruction, damage, loss of use and ownership of Tenant's Personal Property affected by the terms of this paragraph. Tenant acknowledges Landlord's need to relet the Premises upon termination of this Lease or repossession of the Premises and understands that the forfeitures and waivers provided herein are necessary to aid said reletting, and to prevent Landlord incurring a loss for inability to deliver the Premises to a prospective Tenant.

ARTICLE 13 ASSIGNMENT AND SUBLETTING

13.1 Restrictions.

Tenant shall not voluntarily or by operation of law, (1) mortgage, pledge, hypothecate or encumber this Lease or any interest herein, (2) assign or transfer this Lease or any interest herein, sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. Any assignment, encumbrance or sublease without Landlord's written consent shall be voidable and at Landlord's election, shall constitute an immediate Default. Consent by Landlord to one assignment, subletting, concession, or license will not be deemed to be consent to any subsequent assignment, subletting, concession, or license. Consent to one assignment, subletting, occupation or use, and consent to any assignment or subletting shall in no way relieve Tenant of any liability under this Lease. If Tenant is a partnership, a withdrawal or change, voluntary, involuntary or by operation of law of any partner, or the dissolution of the partnership, shall be deemed a voluntary assignment. If Tenant consists of more than one person, a purported assignment, voluntary or involuntary or the operation of law from one person to the other shall be deemed a voluntary assignment. If Tenant is a corporation or limited liability company, any dissolution, merger, consolidation or other reorganization of Tenant, or sale or other transfer of a controlling percentage of the capital stock or membership interests of Tenant, or the sale of at least Forty Nine Percent (49%) of the value of the assets of Tenant, shall be deemed a voluntary assignment requiring Landlord's prior written consent. The assignment or sublease agreement, as the case may be, after approval by Landlord, shall not be amended without Landlord's prior written consent, and shall contain a provision directing the assignee or subtenant to pay the rent and other sums due thereunder directly to Landlord upon receiving written notice from Landlord that Tenant is in default under this Lease. Landlord's collection of such rent and other sums shall not constitute an acceptance by Landlord of attornment by such assignee or subtenant.

13.2 Involuntary Assignments.

No interest of Tenant in this Lease shall be assignable by involuntary assignment through operation of law (including without limitation the transfer of this Lease by testacy or intestacy) except with Landlord's consent which shall not be unreasonably withheld. Each of the following acts shall be considered an involuntary assignment: (1) If Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes proceedings under the Bankruptcy Act in which Tenant is the bankrupt; or if Tenant is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors; or (2) if a writ of attachment or execution is levied on this Lease; or (3) if in any proceeding or action to which Tenant is a party and a receiver is appointed with authority to take possession of the Premises. An involuntary assignment shall constitute an immediate Default by Tenant and Landlord shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of Tenant.

13.3 Excess Rent.

If Landlord approves an assignment or subletting as herein provided, Tenant shall pay to Landlord, as Additional Rent, One Hundred Percent (100%) of the difference, if any, between (1) the Base Rent plus Additional Rent allocable to that part of the Premises affected by such assignment or sublease pursuant to the provisions of this Lease, and (2) the rent and any additional rent paid by the assignee or sublessee to Tenant, after deducting the costs of customary real estate commissions, tenant improvement cost or allowance, or reasonable attorney's fees, if any, actually incurred by Tenant in connection with any such assignment or sublease.

13.4 Costs.

Tenant shall reimburse Landlord as additional rent for Landlord's reasonable costs and attorneys' fees incurred in conjunction with the processing and documentation of any proposed assignment of the Lease or sublease of the Premises, whether or not consent is granted.

ARTICLE 14
INTENTIONALLY OMITTED

ARTICLE 15
CONDEMNATION

15.1 Effect.

In the event all of the Premises shall be taken by or sold under threat of condemnation or appropriation by any authority having the power of eminent domain (a "**Taking**"), then this Lease shall terminate as of the date of such Taking. In the event a portion of the Premises shall be taken or sold under threat of condemnation or appropriation by any authority having the power of eminent domain, Landlord, in its discretion, shall have the option to restore, rebuild, reconfigure or repair the Premises, or terminate this Lease, which election shall be made within 30 days of the Taking.

15.2 Rights to Award.

The entire award for any Taking or for any conveyance in lieu of Taking shall belong to and become the sole and exclusive property of Landlord. Tenant shall have no claim against Landlord arising out of the Taking, or arising out of the cancellation of this Lease as a result of any Taking, or for any portion of the amount that may be awarded as damages or for the value of any unexpired portion of the Term. However, Tenant may assert any claim it may have against the Taking authority for compensation for Tenant's Personal Property and for any relocation or other similar expenses compensable by statute, so long as those awards are made in addition to, stated separately from, and in no way reduce, the award made for the Premises. Neither party will have any obligation to contest any Taking, but Tenant will have the right to contest any proposed Taking, at Tenant's cost and expense.

ARTICLE 16
LANDLORD'S LIABILITY

This Lease and the obligations of Tenant hereunder shall not in any way be affected because Landlord is unable to fulfill any of its obligations or to supply any service, by reason of strike or other cause not within Landlord's control. Landlord shall have the right, without incurring any liability to Tenant, to stop any service because of accident or emergency, or for repairs, alterations or improvements, necessary or desirable in the judgment of Landlord, until such repairs, alterations or improvements shall have been completed. Landlord shall not be liable to Tenant or anyone else, for any loss or damage to person, property or business; nor shall Landlord be liable for any latent defect on the Premises. Neither the entities or individuals comprising Landlord, nor the agents, officials, or employees of Landlord or any of the foregoing shall be liable for the performance of Landlord's obligations hereunder. Tenant agrees to look solely to Landlord's equity interest in the Property for the satisfaction of any right or remedy of Tenant for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord, and in the event of any liability by Landlord, no other property or assets of Landlord or of any of the aforementioned parties shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder, or Tenant's use and occupancy of the Premises or any other liability of Landlord to Tenant. In no event shall Landlord be liable to tenant for any consequential, punitive, or special damages of any kind. Notwithstanding anything herein to the contrary, Tenant hereby acknowledges that the Premises is located in a floodplain and hereby agrees that under no circumstances shall Landlord be liable to Tenant or anyone else for any loss or damage to person, property, or business as a result of the Premises being located in a floodplain. Tenant expressly assumes the risk of flooding at the Premises.

ARTICLE 17
DEFAULT PROVISIONS AND REMEDIES

17.1 Tenant's Default.

The occurrence of any of the following shall constitute a "**Default**" of this Lease by Tenant:

- (a) Any failure by Tenant to pay the Rent or to make any other payment required to be made by Tenant hereunder when due; or
- (b) A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for 10 days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the failure is such that the same cannot reasonably be cured within the 10-day period allowed, Tenant shall not be deemed to be in default if Tenant shall, within such 10-day period, commence to cure and thereafter diligently prosecute the same to completion. Notwithstanding the foregoing, any breach by Tenant to comply with the terms and conditions contained in Article 7 and/or Article 13 shall be an immediate Default without benefit of notice or opportunity to cure; or
- (c) Either (i) the appointment of a receiver (except a receiver appointed at the instance or request of Landlord) to take possession of all or substantially all of the assets of Tenant, or (ii) a general assignment by Tenant for the benefit of creditors, or (3) any action taken or suffered by Tenant under any insolvency or bankruptcy act.

17.2 Termination and Damages.

In the event of any Default by Tenant, then in addition to any other remedies available to Landlord herein or at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall elect to so terminate this Lease, then Landlord may recover from Tenant:

- (a) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus
- (b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus
- (c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus
- (d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; and
- (e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the applicable law in the state in which the Premises are located.

As used in subsections 17.2(a) and (b) above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum. As used in subsection 17.3(c) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank for the region in which the Property is located at the time of award plus one percent (1%).

17.3 Personal Property.

In the event of any Default by Tenant, Landlord shall also have the right and option, with or without terminating this Lease, to do any one or combination of the following:

- (a) to reenter the Premises and remove all persons and property from the Premises;
- (b) to have all of Tenant's fixtures, furniture, equipment, improvements, additions, alterations and other Personal Property remain upon the Premises during the length of any default by Tenant or a lesser period; or
- (c) to require Tenant to forthwith remove such property.

Landlord shall have the sole right to take exclusive possession of such property and to use it, rent, or charge free, until all defaults are cured. If Landlord shall remove property from the Premises, Landlord may, in its sole and absolute discretion, store such property in the Property, in a public warehouse or elsewhere. All costs incurred by Landlord under this section, including, without limitation, those for removal and storage (including, without limitation, charges imposed by Landlord for storage within the Property), shall be at the sole cost of and for the account of Tenant.

17.4 Recovery of Rent; Reletting.

In the event of the vacation or abandonment of the Premises by Tenant or in the event that Landlord shall elect to reenter as provided in Section 17.3 above, or shall take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by Applicable Laws, then if Landlord does not elect to terminate this Lease as provided in Section 17.2 above, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including, without limitation, Landlord's right from time to time, without terminating this Lease, to either recover all rental as it becomes due or relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable with the right to make alterations and repairs to the Premises. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon initiation of Landlord or other legal proceeding granting Landlord or its agent possession to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to

possession. In the event that Landlord shall elect to so relet, then rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any cost of such reletting; third, to the payment of the cost of any alterations and repairs to the Premises; fourth, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied by the payment of rent hereunder, be less than the rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord immediately upon demand therefor by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting. No reentry or taking possession of the Premises or any other action under this Section shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of any Default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such Default.

17.5 No Waiver.

Efforts by Landlord to mitigate the damages caused by Tenant's default in this Lease shall not constitute a waiver of Landlord's right to recover damages hereunder, nor shall Landlord have any obligation to mitigate damages hereunder.

17.6 Subleases of Tenant.

Whether or not Landlord elects to terminate this Lease on account of any Default by Tenant, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

17.7 Cumulative Remedies.

The various rights, options, election powers, and remedies of Landlord contained in this Article and elsewhere in this Lease shall be construed as cumulative and no one of them exclusive of any others or of any legal or equitable remedy which Landlord might otherwise have in the event of breach or default, and the exercise of one right or remedy by Landlord shall not in any way impair its right to any other right or remedy.

ARTICLE 18
BANKRUPTCY

If at any time during the term of this Lease there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if a receiver or trustee takes possession of any of the assets of Tenant, or if the leasehold interest herein passes to a receiver, or if Tenant makes an assignment for the benefit of creditors or petitions for or enters into an arrangement (any of which are referred to herein as "**a bankruptcy event**"), then the following provisions shall apply:

(a) At all events any receiver or trustee in bankruptcy or Tenant as debtor in possession ("**debtor**") shall either expressly assume or reject this Lease within the earlier of one hundred twenty (120) days following the filing of a petition in bankruptcy or entry of an "Order for Relief" or such earlier period of time provided by law.

(b) In the event of an assumption of the Lease by a debtor, receiver or trustee, such debtor, receiver or trustee shall immediately after such assumption (i) cure any default or provide adequate assurances that defaults will be promptly cured; and (ii) compensate Landlord for actual pecuniary loss or

provide adequate assurances that compensation will be made for actual pecuniary loss; and (iii) provide adequate assurance of future performance.

(c) For the purposes of subparagraph (b) above, adequate assurance of future performance of all obligations under this Lease shall include, but is not limited to: (i) written assurance that rent and any other consideration due under the Lease shall first be paid before any other of Tenant's costs of operation of its business in the Premises is paid; and (ii) written agreement that assumption of this Lease will not cause a breach of any provision hereof including, but not limited to, any provision relating to use or exclusivity in this or any other Lease, or agreement relating to the Premises, or if such a breach is caused, the debtor, receiver or trustee will indemnify Landlord against such loss (including costs of suit and attorneys' fees), occasioned by such breach.

(d) Where a default exists under the Lease, the party assuming the Lease may not require Landlord to provide services or supplies incidental to the Lease before its assumption by such trustee or debtor, unless Landlord is compensated under the terms of the Lease for such services and supplies provided before the assumption of such Lease.

(e) The debtor, receiver, or trustee may assign this Lease only if adequate assurance of future performance by the assignee is provided, whether or not there has been a default under the Lease. Any consideration paid by any assignee in excess of the rental reserved in the Lease shall be the sole property of, and paid to, Landlord. Upon assignment by the debtor or trustee, the obligations of the Lease shall be deemed to have been assumed, and the assignee shall execute an assignment agreement on request of Landlord.

(f) Landlord shall be entitled to the fair market value for the Premises and the services provided by Landlord (but in no event less than the rental reserved in the Lease) subsequent to the commencement of a bankruptcy event.

(g) Landlord specifically reserves any and all remedies available to Landlord in Article 17 hereof or at law or in equity in respect of a bankruptcy event by Tenant to the extent such remedies are permitted by Applicable Laws.

ARTICLE 19 SUBORDINATION AND ATTORNMENT

This Lease is subordinate to any ground lease, mortgage, deed of trust or any other hypothecation for security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof. Tenant agrees to execute any documents required to further effectuate such subordination or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be, within 15 days after receipt of Landlord's or any lender's written request. It is understood by all parties that Tenant's failure to execute the subordination documents referred to above may cause Landlord serious financial damage by causing the failure of a financing or sale transaction. If the holder of any ground lease, mortgage, deed of trust or security described above (or its successor-in-interest), enforces its remedies provided by law or under the pertinent mortgage, deed of trust or security instrument and succeeds to Landlord's interest in the Premises, Tenant shall, upon request of any person succeeding to the interest of such lender as result of such enforcement, automatically become the Tenant of said successor-in-interest without change in the terms or other provisions of this Lease, provided, however, that said successor-in-interest shall not be (i) bound by any payment of rent for more than 30 days in advance, except prepayment in the nature of security for the performance by Tenant of its obligations under this Lease, (ii) liable for any act or omission of any previous landlord (including Landlord), provided that as successor landlord it shall be obligated to cure any continuing default of the prior landlord of which it has received prior written notice and shall be liable for acts or omissions accruing or arising after such successor's succession to the position of landlord and commencement of control and management of the Property, (iii) subject to

any offset, defense, recoupment or counterclaim that Tenant may have given to any previous landlord (including Landlord), or (iv) liable for any deposit that Tenant may have given to any previous landlord (including Landlord) that has not, as such, been transferred to said successor-in-interest. Within 15 days after receipt of request by said successor-in-interest, Tenant shall execute and deliver an instrument or instruments confirming such attornment, including a non-disturbance, attornment and subordination agreement in a form required by any such successor-in-interest. In the event of any default by Landlord, Tenant will give notice by registered or certified mail to any beneficiary of a deed of trust or mortgagee of a mortgage covering the Premises whose address shall have been published to Tenant, and shall offer such beneficiary of mortgage a reasonable opportunity to cure the default, including time to obtain possession of the premises by power of sale or a judicial foreclosure, if such should prove necessary to effect a cure.

ARTICLE 20 MISCELLANEOUS

20.1 Authority to Enter Into Lease.

Each party represents and warrants to the other that it has full power and authority and the legal right to enter into and perform each and every provision of this Lease.

20.2 Notices.

All notices, demands and requests required under this Lease shall be in writing and shall be delivered in person, or by any generally available overnight commercial delivery service to the notice addresses set out in Section 1.1 of this Lease, or to any other addresses modified by written notice delivered as required by this Section. All properly delivered notices shall be effective upon receipt or on the date that delivery is refused.

20.3 Estoppel Certificates.

Within ten (10) days of receipt of Landlord's written request, Tenant will execute, acknowledge and deliver to Landlord (and to any mortgagee or other designated recipient), a certificate in the acceptable form with respect to the matters required by Landlord (or such mortgagee or other designated recipient) and such other matters relating to this Lease or the status of performance of obligations under this Lease, to the extent reasonably requested.

20.4 Landlord's Access To Premises.

Landlord shall have the following rights on reasonable prior notice to Tenant (except in the case of emergencies, including, but not limited to, flash flooding, in which case no prior notice shall be required): to inspect the Premises and to perform alterations, maintenance, repairs, replacements or other activities or services which Landlord desires and/or is required to perform pursuant to this Lease. Such access rights shall include, but are not limited to, Landlord's access to the Little Duck Creek or any public right-of-way.

20.5 Force Majeure.

Subject to specific exceptions provided elsewhere in this Lease, each party will be excused for the period of any delay in the performance of any of its obligations (except the obligation to pay Rent) when the delay is due to Force Majeure; provided that the party claiming the delay delivers written notice to the other party within 3 business days after it receives notice of the circumstances creating the Force Majeure, describing the circumstances and estimating the period of the consequent delay.

20.6 Mechanics' Liens.

If any mechanics' or materialmen's liens are filed against the Premises for work, labor, services or materials performed or furnished to Tenant or anyone holding the Premises through or under Tenant, Tenant shall cause the same to be discharged of record or bonded within 15 days after Tenant receives notice of the filing. If Tenant fails to comply with this requirement, Landlord may, but shall not be obligated to, discharge the same by paying the

amount claimed to be due; and the amount so paid by Landlord, and all costs and expenses, including reasonable attorney's fees incurred by Landlord in procuring the discharge of such lien, shall be immediately due and payable by Tenant to Landlord, as Additional Rent. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished to Tenant upon credit and that no mechanics', materialmen's or other liens for any such labor or materials shall attach to or affect the estate or interest of Landlord in and to the land and improvements of which the Premises were a part.

20.7 Successors and Assigns.

This Lease and the covenants and conditions in this Lease shall inure to the benefit of and be binding upon the parties and their successors and assigns. If, during the term of this Lease, Landlord shall sell its interest in the Property or the Premises, then from and after the effective date of the sale or conveyance, Landlord shall be released and discharged from any and all obligations and responsibilities under this Lease, except those already accrued.

20.8 Intentionally Omitted.

20.9 Acceptance of Payment.

No payment by Tenant or receipt by Landlord of a lesser amount of Base Rent or any other sum due hereunder, shall be deemed to be other than on account of the earliest due rent or payment, nor shall any endorsement or statement on any check or any letter accompanying any such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or payment or pursue any other remedy available in this Lease, at law or in equity. Landlord may accept any partial payment from Tenant without invalidation of any contractual notice required to be given herein (to the extent such contractual notice is required) and without invalidation of any notice required to be given pursuant to Applicable Laws.

20.10 Brokers.

Each party acknowledges, represents and warrants to the other that no broker, real estate agent or other similar finder or consultant brought about or was involved in the making of this Lease and that no brokerage fee or commission is due to any such party as a result of the execution of this Lease. Tenant shall indemnify Landlord and hold Landlord harmless against any claim by any other broker, agent, finder or consultant based upon the execution of this Lease and predicated upon a breach of the above representation and warranty.

20.11 No Recordation.

This Lease shall not be recorded.

20.12 Modification to Lease.

A written amendment signed by both parties shall be the exclusive method for modifying this Lease and no oral agreement or course of dealing shall be construed to suffice to modify any term of this Lease.

20.13 Governing Law and Venue.

This Lease shall be construed, governed and enforced in accordance with the laws of the State of Ohio. Any action brought under or on account of this Lease shall be brought in a court of competent jurisdiction in Hamilton County, Ohio.

20.14 Attorney Fees.

In the event of any litigation between the parties with respect to this Lease, then all costs and expenses, including without limitation, all reasonable professional fees such as appraisers', accountants' and attorney fees, incurred by the prevailing party therein shall be paid or reimbursed by the other party. The "**prevailing party**" means the party

determined by the court to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the one in whose favor a judgment is rendered. If, on account of any breach or 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 or collection agency concerning or to enforce or defend any of Landlord's rights or remedies arising under this Lease or to collect any sums due from Tenant, Tenant agrees to pay all costs and fees so incurred by Landlord, including, without limitation, reasonable attorney fees and costs. Should Landlord be named as a defendant or requested or required to appear as a witness or produce any documents in any suit brought by Tenant against any other party or against Tenant in connection with or arising out of Tenant's occupancy hereunder, Tenant shall pay to Landlord its costs and expenses incurred in such suit, including without limitation, all reasonable professional fees such as appraisers', accountants' and attorney fees. The provisions of this section shall survive the expiration or termination of this Lease.

20.15 Quiet Enjoyment.

So long as Tenant pays all of the Base Rent, all Additional Rent and other sums and charges under the Lease and otherwise performs all of its obligations in the Lease, Tenant shall have the right to possession and quiet enjoyment of the Premises free from any unreasonable disturbance or interference, subject to the terms and provisions of the Lease.

20.16 Representation.

Neither Tenant nor any of its constituent partners, managers, members or shareholders, nor any beneficial owner of Tenant or of any such partner, manager, member or shareholder (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to the Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("Order"); (b) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (c) is engaged in activities prohibited in the Orders; or (d) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

20.17 Counterparts.

This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. The delivery of an unexecuted version of this Lease shall not be construed as an offer to lease and this Lease shall not be binding upon either party until it has been executed and delivered by both parties.

SEE NEXT PAGES FOR SIGNATURES

SIGNATURE PAGE FOR LANDLORD

Landlord has executed this Lease to be effective as of the _____ day of _____, 2024.

LANDLORD:

THE VILLAGE OF FAIRFAX
an Ohio municipal corporation

By _____

Name: _____

Title: _____

STATE OF _____)

)

COUNTY OF _____)

)

On this _____ day of _____, 2024, before me, the undersigned officer, personally appeared _____, the _____ of THE VILLAGE OF FAIRFAX, an Ohio municipality, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that (s)he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

SIGNATURE PAGE FOR TENANT

Tenant has executed this Lease to be effective as of the _____ day of _____, 2024.

TENANT:

DEBRA-KUEMPEL INC.,
a Delaware corporation

By: _____

Name: _____

Its: _____

STATE OF _____)

)

COUNTY OF _____)

)

On this ____ day of _____, 2024, before me, the undersigned officer, personally appeared _____, the _____ of DEBRA-KUEMPEL INC., a Delaware corporation, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

Exhibit A

Premises

