DOC ID ----> 202028203314

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/08/2020	202028203314	AGENT ADDRESS CHANGE (LAD)	25.00				0

Receipt

This is not a bill. Please do not remit payment.

KYLE SHAW
866 EAST STARR AVE
COLUMBUS , OH, 43201

STATE OF OHIO
CERTIFICATE

Ohio Secretary of State, Frank LaRose

4484799

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

TECHCRAZE LLC

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
AGENT ADDRESS CHANGE	**202028203314**

Effective Date: 10/08/2020

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 8th day of October, A.D. 2020.

Ohio Secretary of State

DOC ID ----> 202028203314

Form 521 Prescribed by:

Frank LaRose
Ohio Secretary of State

Date Electronically Filed: 10/8/2020

Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

Statutory Agent Update
Filing Fee: $25
Form Must Be Typed

(CHECK ONLY ONE(1) BOX)

(1) Subsequent Appointment of Agent

- ☐ Corp (165-AGS)
- ☐ LP (165-AGS)
- ☐ LLC (171-LSA)
- ☐ Business Trust (171-LSA)
- ☐ Real Estate Investment Trust (171-LSA)

(2) Change of Address of an Agent

- ☐ Corp (145-AGA)
- ☐ LP (145-AGA)
- ☑ LLC (144-LAD)
- ☐ Business Trust (144-LAD)
- ☐ Real Estate Investment Trust (144-LAD)

(3) Resignation of Agent

- ☐ Corp (155-AGR)
- ☐ LP (155-AGR)
- ☐ LLC (153-LAG)
- ☐ Partnership (153-LAG)
- ☐ Business Trust (153-LAG)
- ☐ Real Estate Investment Trust (153-LAG)

Name of Entity: TECHCRAZE LLC

Charter, License or Registration No.: 4484799

Name of Current Agent: KYLE SHAW

Complete the information in this section if box (1) is checked

Name and Address of New Agent

Name of Agent

Mailing Address

City | State: OH | ZIP Code

Complete the information in this section if box (1) is checked and business is an Ohio entity

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, _____ , named herein as the
Name of Agent

statutory agent for _____ , hereby acknowledges
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

Signature: _____
Individual Agent's Signature/Signature on behalf of Business Serving as Agent

Complete the information in this section if box (2) is checked

New Address of Agent

7370, UNIT L, SAWMILL ROAD
Mailing Address

COLUMBUS
City

OH
State

43235
ZIP Code

Complete the information in this section if box (3) is checked

The agent of record for the entity identified on page 1 resigns as statutory agent.

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed.

_____
Mailing Address

_____
City

_____
State

_____
Zip Code

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Agent update must be signed by an authorized representative (see instructions for specific information).

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

TECHCRAZE LLC

Signature

KYLE SHAW

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

DOC ID ----> 202028203314

SAWMILL PLAZA
LEASE AGREEMENT

LESSOR: KALAMATA, LLC
52 E. 15th Ave.
Columbus, Ohio 43201

LESSEE: TECHCRAZE, LLC
7370, Unit L, Sawmill Road
Columbus, Ohio 43235

DATED: _____ ____, 2020

Exhibit A - Omitted
Exhibit B - Omitted
Exhibit C - Rules and Regulations
Exhibit D – Personal Guarantees

DOC ID ----> 202028203314

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into this ____ day of _____, 2020, at Columbus, Ohio, by and between **KALAMATA, LLC,** an Ohio limited liability company hereinafter referred to as "Lessor", and **TECHCRAZE, LLC**, an Ohio limited liability corporation, hereinafter referred to as "Lessee".

ARTICLE I - BASIC LEASE PROVISIONS

1.01 Definitions. Throughout this Lease Agreement, the following definitions shall apply:

A. "Building": The term "Building" shall mean the center known as Sawmill Plaza located at 7370 Sawmill Road, Columbus, Ohio 43235, which includes all structures, appurtenances, fixtures and the "Common Areas", as defined in Section 1.01 C. below.

B. "Premises": The term "Premises" shall mean that portion of the "Building" leased to Lessee containing approximately 1,500 square feet located at 7370, Unit L, Sawmill Road, Columbus, Ohio 43235.

C. "Common Areas": The term "Common Areas" shall include, but not be limited to, entrances, steps, stairways, sidewalks, parking areas, signage, landscaping, exits, roadways, loading docks, drive-in docks, easements and other areas as may be designated, from time to time by Lessor. Lessee shall have a non-exclusive right in common with other Lessees or occupants of the surrounding premises to use such Common Areas. Lessor reserves the absolute right to change, alter, decrease or modify any Common Area without the consent of Lessee. Lessee shall use the Common Areas in accordance with such rules and regulations as may, from time to time be made by Lessor for the general safety, comfort and convenience of Lessor, occupants and lessees. Lessee shall cause its customers, employees and invitees to abide by such rules and regulations. Lessor consents to the placement by Lessee of a cooler in the Common Area immediately behind the Premises.

D. “Rent”. Any amounts of money to be paid by Lessee to Lessor pursuant to the provisions of this Lease, whether or not such payments are denominated "rent" (sometimes “Rent”) or "additional rent" (sometimes “Additional Rent”) and whether or not they are to be periodic or recurring, shall be deemed "rent" (sometimes “Rent”) or "additional rent" (sometimes “Additional Rent”) for purposes of this Lease; and any failure to pay any of the same as provided in Section 8.01 of this Lease shall entitle Lessor to exercise all of its rights and remedies afforded hereby by law for the collection and enforcement of Lessee's obligation to pay rent.

1.02 Other Information

A. Total Gross Area in the Building: 23,700 Square Feet

B. Leasable Area in the Premises: Approximately 1,500 Square Feet

C. Lessee's Pro Rata Share in relation to that of the Building: 6.3% - Lessee's Pro Rata Share shall be calculated by dividing the Gross square feet of Lessee's Premises by the total Gross square feet in the Building.

D. Initial Term and Option: The initial term shall be three (3) years and two (2) months beginning on August 1, 2020 (the "Commencement Date") and ending on September 30, 2023 (the "Expiration Date"). The parties will promptly execute an Addendum to this Lease setting forth the Commencement Date and Expiration Date.

Provided Lessee has fully complied with all of the terms of the Lease, Lessee shall have one (1) three (3) year option term by giving written notice of renewal to Lessor not later than one hundred twenty (120) days prior to the end of the applicable term.

E.

Year	Base Rent per sq. ft.	Monthly Base Rent	Annual
First 2 months (August/September 2020)	No Base Rent but Lessee shall pay Additional Rent		
10/1/20- 9/30/23	$13.00	$1,625	$19,500

Option Term	Base Rent per sq. ft.	Monthly Base Rent	Annual
10/1/23-9/30/26	$14.00	$1,750	$21,000

F. All building plans to be pre-approved by Lessor.

G. Security Deposit: $2,125 ($1,625 for base rent plus $500 for additional rent first). To be paid upon execution of the Lease.

H. Broker: Percentage of the Base Rent under separate agreement to:

Elevation Commercial Realty
Attn.: Todd Levin
243 N. 5th Street, Suite 360
Columbus, Ohio 43215
614-542.0505 Office
614-588-3644 Cell
614-474-8419 Fax
todd@elevationcr.com

I. Addresses for Notices and Rental Payments:

Lessor: Kalamata, LLC
Attn.: Alexia D. Adamantidis
52 E. 15th Ave.
Columbus, Ohio 43201
614-291-2002 Office
614-291-2664 Fax
alexia@pellco.com

With a copy to: Bill Klausman, Esq.
75 E. Gay Street, Ste. 300
Columbus, Ohio 43215
614-551-5584
614-304-2176
bill@klausmanlawltd.com

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Lessee: TECHCRAZE, LLC
Attn: Collen Andrew Shaw
Attn: Mousa Abbas
7370, Unit L, Sawmill Road
Columbus, Ohio 43235

J. Estimated Annual Additional Rent: 4.00/sq. ft.

K. Estimated Monthly Additional Rent: $500.00

ARTICLE II - GRANT OF LEASEHOLD INTEREST

2.01 Term. Lessor, in consideration of the rents and covenants set forth herein, does hereby lease, let and demise to Lessee, and Lessee does hereby hire, take and lease from Lessor, on the terms and conditions set forth herein the Premises in the Building, to have and to hold for the initial Term of this Lease beginning on the Commencement Date and ending on the Expiration Date.

2.02 Renewal Term. Provided Lessee is not in default hereunder, Lessee shall have the option to renew this Lease for one (1) additional period of three (3) years by giving written notice of renewal to Lessor not later than one hundred twenty (120) days prior to the end of the initial Term or any renewal term.

2.03 Early Occupancy. In the event Lessee takes possession of the Premises prior to the Commencement Date, then the terms and conditions of this Lease shall be in full force and effect as of such date and, subject to Section 1.02 E, Lessee shall pay Lessor one-thirtieth (1/30th) of the monthly rental for each day of occupancy until the Commencement Date.

2.04 Delayed Occupancy. In the event the Premises work (if any) is not substantially completed by Lessor on or before the Commencement Date, the rentals hereinafter reserved shall abate until said Premises have been determined by Lessor to be substantially completed or ready for occupancy, or until Lessee takes occupancy, whichever date is earlier, which date shall then become the Commencement Date of the Lease Term rather than the date set forth in Article I.

2.05 Lessor's Work. Lessee takes the Premises in AS-IS condition. However, Lessor warrants at the time of occupancy that all existing mechanical systems, including HVAC, plumbing and electric are in good condition and working order

2.06. Lessee's Improvements. Lessee, at its cost, shall be responsible for all interior work in the Premises, including, but not limited to, plumbing, electric, and all other improvements required to prepare the Premises for Lessee's use. Lessee shall construct any improvements in accordance with all laws and codes, and subject to Lessor's prior written approval.

ARTICLE III - RENT AND OPERATING EXPENSES

3.01 Base Rent. Lessee shall pay to Lessor the amounts shown in Section 1.02-E ("Annual Base Rent") in consecutive monthly installments of Base Rent, in advance, on the first day of each and every calendar month during said term. All sums required to be paid hereunder including Base Rent and additional rent shall be due and payable on the first day of each and every month, and in the event such sums are not paid by the fifth (5^{th}) day of the month for which same is due, Lessee shall pay to Lessor a late payment charge of five percent (5%) of the

unpaid amount and such unpaid amount, including accrued late payment charges, shall bear interest at the rate of thirteen percent (13%) per annum.

3.02 Additional Rent. It is the intention of Lessor and Lessee that the Base Rent herein specified shall be net-net-net to Lessor in each year during the term of this Lease, that Lessee shall pay its Pro Rata Share (as defined in Paragraph 1.02-C hereof) of all costs, expenses, and obligations of every kind relating to the maintenance and operation of the Building of which the Premises are a part and the Common Areas which are incurred by Lessor and which may arise or become due during the term of this Lease, and that Lessor shall be indemnified by Lessee against all such costs, expenses, and obligations, which shall include, but not be limited to:

1. Common Area and Maintenance Expenses;

2. Real Estate Taxes (and assessments, if any);

3. Insurance Premiums;

4. Utility Charges;

5. Any other reasonable operating and management costs of Lessor relating to said Building.

All of the above shall be denominated as Additional Rent, and shall be paid to Lessor monthly on the first day of each month without notice or demand and without abatement, deduction, or setoff.

Controllable Common area and Maintenances expenses shall not be increased more than 3% annually. This does not include common area utilities, real estate taxes, snow and ice removal and common area utilities.

Common area maintenance charges (sometimes referred to herein as “CAM”) shall include the costs actually incurred by Lessor for: maintaining and repairing Common Areas; cleaning, lighting, snow and ice removal, line painting, patching and resealing of all vehicle parking areas and other Common Areas (but excluding repaving); maintaining and repairing all fixtures and equipment used in connection with the operation of all Common Areas; illuminating, maintaining and repairing Shopping Center signs; planting, replanting and replacing flowers and landscaping; maintaining security personnel in, on and about the Common Areas; premiums for public liability and property damage insurance and fire and extended coverage insurance maintained by Lessor with respect to the common areas, to the extent not included in the insurance for which Lessee shall pay its pro-rata share; workmen's compensation insurance, wages, social security taxes, unemployment taxes and uniforms for janitorial personnel exclusively used in the Shopping Center, security personnel (if necessary), cleaning personnel and other Common Area personnel; snow removal; supplies required for the operating, maintenance and repair of Common Areas; rubbish pickup; fees for licenses and permits; and fees for building management not to exceed six percent (6%); costs incurred by Lessor related to the conduct and coordination of a quarterly or bi-annual HVAC maintenance program for all premises in the Shopping Center; costs and expenses incurred with respect to facilities serving or otherwise benefiting the Shopping Center. There shall be excluded from CAM charges the cost of replacements of any of the foregoing to the extent funds are available from proceeds of Lessor's policies of fire and extended coverage insurance. Specific expenditures of CAM charges shall be at the commercially reasonable discretion of Lessor based on customary practices for similar shopping centers in the Columbus, Ohio area.

Notwithstanding the foregoing or anything else in this Lease to the contrary, CAM charges shall

not include the following: (1) the original costs of constructing the Building or the Shopping Center or any expansions or additions thereto; (2) the cost of any capital expense or addition or replacement to the Building or the Shopping Center or reserves therefore (e.g., repaving the parking lot); (3) expenses for which Lessor is or will be reimbursed by another source (excluding tenant reimbursements for CAM charges), including but not limited to repair or replacement of any item covered by warranty; (4) costs incurred to benefit (or as a result of) a specific tenant or items and services selectively supplied to any specific tenant; (5) expenses for the defense of the Lessor's title to the Shopping Center; (6) structural and foundation repairs or replacements; (7) depreciation and amortization of the Building or the Shopping Center or financing costs, including interest and principal amortization of debts; (8) charitable or political contributions; (9) costs of improving or renovating space for a tenant or space vacated by a tenant; (10) costs to correct original or latent defects in the design, construction or equipment of the Building or the Shopping Center; (11) expenses paid directly by any tenant for any reason (such as excessive utility use); (12) any repair, rebuilding or other work necessitated by condemnation, fire, windstorm or other insured casualty or hazard; (13) any expenses incurred (i) to comply with any governmental regulations and rules or any court order, decree or judgment including, without limitation, the Americans with Disabilities Act; (ii) as a result of Lessor's alleged violation of or failure to comply with any governmental regulations and rules or any court order, decree or judgment, including penalties; (14) leasing commissions, advertising expenses and other costs incurred in leasing or procuring new tenants; (15) rental on ground leases or other underlying leases; (16) attorneys' fees, accounting fees and expenditures incurred in connection with tax contests, or negotiations, disputes and claims of other tenants or occupants of the Shopping Center; and (17) cost of the initial stock of tools and equipment for operation, repair and maintenance of the Building or the Shopping Center.

Lessor shall keep and make available to Lessee at Lessor's office, for a period of ninety (90) days after the annual statement of CAM charges is rendered to Lessee, records in reasonable detail of CAM charges for the period covered by such statement and shall permit Lessee and the representatives of Lessee to examine and audit such records at Lessor's office at any reasonable time after reasonable prior notice and during normal business hours. If Lessee shall dispute one (1) or more items included by Lessor in determining CAM charges for the year in question within such ninety (90) day period, and such dispute is not amicably settled between Lessor and Lessee within thirty (30) days after Lessee's written notice of dispute, Lessee may, during the twenty (20) days next following the expiration of said thirty (30) day period notify Lessor of its election to arbitrate said dispute and refer such disputed item or items to a reputable firm of certified public accountants, selected by Lessor, for decision. The decision of such firm shall be conclusive and binding upon Lessor and Lessee. The expense involved in such determination shall be borne by the party against whom a decision is rendered; provided, however, if more than one (1) item is disputed, and the decision shall be in part against each party, the expense shall be fairly apportioned by said firm. Pending such decision, Lessee shall pay the disputed items subject to a proper adjustment upon the decision. If Lessee shall not dispute any item or items in any such statement within ninety (90) days after such statement has been rendered, Lessee shall be deemed to have approved such statement. Any sums due Lessee shall be credited or paid to Lessee within ten (10) days of the resolution of such dispute, or due Lessor shall be paid to Lessor within ten (10) days of the resolution of such dispute, whether by agreement of Lessor and Lessee or the decision of certified public accountants making such decision.

ARTICLE IV – INTENTIONALLY OMITTED

ARTICLE V - LESSEE'S COVENANTS

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5.01 Usage. The Premises shall be used solely as a retail establishment for the sales of phones and related services and the repair and replacement of cell phones, tablets and other electronic devices. Lessee shall not undertake any activities or store any material or items within the Premises so as to increase the cost of any insurance policy which Lessor or Lessee is required to maintain on the Building or Premises. Lessee shall not permit unreasonable noise or offensive odors to emit from the Premises, suffer waste or injury, nor sell, assign, mortgage or transfer this Lease or allow or permit any lien upon Lessee's interest herein by operation of law without prior written consent of Lessor. Lessee shall procure, at its sole cost and expense, any permit and/or licenses required for the transaction of Lessee's business in the Premises.

Lessee agrees to immediately move and store any items left outside the Premises or in the Common Areas by Lessee or any of Lessee's customers, guests or invitees.

5.02 Compliance with Environmental Laws. For purposes herein, the term "Environmental Law(s)" shall mean any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, as now or at any time hereafter in effect. For purposes herein, the term "Hazardous Substance(s)" shall have the meaning ascribed in any Environmental Law to any hazardous, toxic or dangerous waster, substance, pollutant or material.

Lessee will not violate, in connection with the use, ownership, lease, maintenance or operation of the Property and the conduct of the business related thereto, any Environmental Laws. Lessee, its agents, employees, lessees and independent contractors will operate the Property and will receive, handle, use, store, treat, transport and dispose of all Hazardous Substances in strict and timely compliance with all Environmental Laws. Lessee has all environmental permits, licenses and approvals required under any Environmental Law. Lessee is not in violation of any such permits, licenses and approvals. Lessee will not install any tanks or other facilities on, under or at the Property which contain materials which, if known to be present in soils or groundwater, would require clean up, removal or some other remedial action. If Lessee acquires any knowledge of or receives any notice or other information regarding (i) the happening of any event involving any Hazardous Substance or (ii) any noncompliance with regard to any environmental, health or safety matter, Lessee shall immediately notify Lessor orally and in writing and provide Lessor with copies of any written notice or information.

Lessee hereby agrees to indemnify Lessor and hold Lessor harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, claims for damage to the environment, claims for fines or civil penalties, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Lessor, or any of its agents, contractors, employees or members, by any person or entity or governmental agency for, in connection with the presence of Lessee, and its guests and invitees, on the Premises, Building and/or Common Areas, regardless of whether or not caused by or within the control of Lessee (but excluding any acts of Lessor). This provision shall survive termination or cancellation of the Lease.

Lessee shall advise Lessor in writing as soon as Lessee becomes aware of any condition or circumstance which makes the environmental warranties, representations or certifications contained in this section incomplete or inaccurate.

5.03 Alterations. Lessee shall make no additions, changes, alterations or other improvements (the "Work") to the Premises or any electrical or mechanical facilities, equipment, or systems pertaining to the Premises or Building without the prior written consent of Lessor. Lessor may impose as a condition of such consent, such reasonable requirements as Lessor, in its sole discretion, may deem desirable including, without limitation, the submission of drawings, plans and specifications for Lessor's written approval, the obtainment of necessary permits, the

posting of bonds and requirements as to the manner in which and the time or times at which such Work shall be done. In no event shall any Work affect the structure of the Building or its exterior appearance. If Lessor consents to the Work by Lessee, any contractor selected by Lessee to do the same must first be approved, in writing, by Lessor. Lessee shall provide Lessor notice at least thirty (30) days prior to the commencement of any such Work on the Premises to afford Lessor the opportunity of posting appropriate notices of non-responsibility. Prior to the commencement of any such Work, Lessee shall give evidence to Lessor that appropriate insurance satisfactory to Lessor has been obtained by Lessee and contractors for the protection of Lessor, including naming Lessor as an additional insured, and its lessees and invitees from damage or injury resulting from the Work. Lessee shall hold Lessor harmless of and from any cost or liability with respect to, and shall keep the Premises and Building free from any mechanic's, materialman's or similar liens. All such Work shall become the property of Lessor and shall be surrendered with the Premises, as a part thereof, at the termination of the Lease, whether by lapse of the term, termination for default or otherwise without compensation, credit or setoff to Lessee, except that Lessor may require Lessee to remove all or part of such Work and to repair any damage to the Premises caused by such removal, and to restore the Premises to the original conditions, all at Lessee's expense. Lessor may elect to charge Lessee at the time of installation for removal and restoration expense of same to be paid before the alterations take place.

5.04 Signs. Lessee, at its cost, is permitted to install signage on the front of the Building above the Premises in a size, color and style consistent with the signage on the Building, such signage to be approved in writing by Lessor. All costs of acquiring and installing such approved sign shall be borne by Lessee. Lessee shall comply with any and all sign graphics, governmental rules and regulations.

5.05 Indemnification and Insurance. Lessee will indemnify, defend and hold Lessor harmless against any and all claims, damages, lawsuits and judgments for loss, damage, injury and/or occupancy of the Premises resulting from any injury to person or property or from loss of life in or about the Premises, except if caused by the negligence of Lessor, or any of Lessor's officers, employees, agents or representatives acting on behalf of Lessor. Lessee agrees to carry, at its own expense throughout the term of this Lease, single limit public liability insurance covering the Premises, and Lessee's use thereof, with a minimum of One Million Dollars ($1,000,000.00) per occurrence. Lessee shall deliver a Certificate of such insurance to Lessor prior to the date of occupancy and said insurance policy shall list and protect Lessor as an additional insured, and Lessee, and contain an endorsement stating that the insurer agrees to notify Lessor not less than thirty (30) days in advance of modification or cancellation thereof.

Lessor shall not be liable for any damage done or by or from the electrical system, the heating or air conditioning system, the plumbing or sewer systems in, upon or about the Premises or the Building of which the Premises are a part nor for the damages occasioned by water, snow or ice being upon or coming through the roof, trapdoor, walls, windows, doors or otherwise, nor for any damage arising from acts of negligence of co-tenants or other occupants of adjoining or contiguous property; and furthermore, Lessor shall not be liable for any damage occasioned by reason of the construction of the Premises or for failure to keep the Premises in repair unless Lessor is obligated to make such repairs under the terms hereof, and unless notice of the need for repairs has been given Lessor, a reasonable time has elapsed and Lessor has failed to make such repairs. In any event, Lessor shall not be liable for any damage to Lessee's leasehold improvements, fixtures, or merchandises resulting from fire or other insurance hazards, regardless of the cause thereof, and Lessee hereby releases Lessor from all liability for such damage.

5.06 Waiver of Subrogation. Lessor and Lessee agree that all policies of insurance to be kept and maintained in force by the respective parties hereto, must, unless prohibited by law or other

regulation having the effect of law, contain provisions in which the rights of subrogation against the Lessor and Lessee are waived by the insurance company or carriers insuring the Premises. Lessor expressly waives any right of recovery against Lessee for damage to or loss of the Premises or improvements thereon, which loss or damage may arise by fire or any other peril covered by any policy of insurance required to be maintained pursuant to this Lease which contains or is required to contain waiver of subrogation rights against Lessee pursuant to this Section, and shall make no claim for recovery against Lessee therefor. Lessee expressly waives any right of recovery against Lessor for damage to or loss of the Premises, and fixtures, improvements, or other property located therein, which damage or loss may arise by fire or any other peril covered by any policy of insurance maintained or required to be maintained pursuant to this Lease which contains or is required to contain a waiver of subrogation right against Lessor as set forth in this Section and shall make no claim for recovery against Lessor therefor.

5.07 Repairs by Lessee. Lessee shall keep and maintain the Premises and any fixtures, facilities or equipment contained therein, in good condition and repair, including, but not limited to, the heating, air conditioning, electrical, plumbing and sewer systems, the exterior doors and window frames and shall make any replacement thereof and of all broken and cracked glass as may become necessary during the term of this Lease or any renewal or extension thereof, excepting, however, such repairs and replacements as are the obligations of Lessor under Section 6.02 hereof, and excepting any repairs made necessary by reason of damage due to fire or other casualty covered by standard fire and extended coverage insurance. If Lessee refuses or neglects to commence or complete repairs promptly and adequately, Lessor may, but shall not be required to do so, make or complete said repairs and Lessee shall pay the cost thereof to Lessor upon demand.

Notwithstanding the above, any repair or replacement costs related to the HVAC during the first year of the Lease (except as caused by Lessee's negligence) shall be paid by the Lessor. Thereafter, any repair or replacement costs related to the HVAC for the remainder of the initial term in excess of $500.00 shall be paid by Lessor. In any event, all HVAC repair and maintenance shall be approved by Lessor and performed by contractor selected by Lessor.

5.08 Personal Property. Lessee agrees that all personal property of whatever kind and whichever description that may be at any time in the Premises shall be kept at Lessee's sole risk or at the risk of those claiming through Lessee and Lessor shall not be liable for any damage to or loss of such personal property.

At any time during the term and when Lessee is not in default hereunder, all articles of personal property and all business and trade fixtures, machinery and equipment, furniture and movable partitions owned by Lessee or installed by Lessee at its expense in the Premises (or outside the Premises for use therein) shall be and remain the property of Lessee and may be removed by Lessee. In the event Lessee fails to remove such articles of personal property and/or business or trade fixtures upon termination of the Lease, the same shall be deemed abandoned and Lessor may, at its option, keep the same for its use or remove the same in any manner that Lessor shall choose, or store said effects without liability of Lessor to Lessee for loss thereof, or Lessor may, at its option, pursue any other rights or remedies available to Lessor at law or equity. Lessee shall bear the cost to repair any damage to the Premises other than ordinary and reasonable wear and tear upon termination of the Lease for any cause whatsoever except casualty.

5.09 Inspection. Lessee hereby permits Lessor or Lessor's agents to inspect or examine the Premises upon not less than 24 hours prior notice and at any reasonable time, to make such repairs to the Premises that Lessor may deem desirable or necessary for the safety or preservation of the Premises and/or the Building, and to permit Lessor or Lessor's agents to exhibit the Premises to prospective Lessees or purchasers during the last six (6) months of the

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term of this Lease or any renewal term. Notwithstanding the foregoing, Lessor shall use its best efforts to schedule inspections during Lessee's non-business hours and at times reasonably acceptable to Lessee except for emergencies. For purposes hereof, an "emergency" shall be deemed to mean only a situation or event which could reasonably be deemed to result in personal injury or property damage but for such entry.

5.10 Security Deposit. Lessee agrees to deposit with Lessor the amount of Security Deposit as shown in Article 1.02 "G" of the Basic Lease Provisions as security for the prompt, full and faithful performance by Lessee of each and every provision of this Lease and all of the obligations of Lessee hereunder, including without limitation the provisions relating to payment of rent. In the event that Lessee is in default hereunder, Lessor may use, apply or retain the whole or any part of the Security Deposit for the payment of rent; including without limitation any sum expended by Lessor on Lessee's behalf in accordance with the provisions of this Lease or any sum which Lessor may expend or be required to expend by reason of Lessee's default, including without limitation damages or repairs to the Premises or any damages or deficiency in the re-letting of the Premises. The use, application or retention of the Security Deposit or portion thereof by Lessor shall not prevent Lessor from exercising any other right or remedy provided for hereunder or at law and shall not be construed as liquidated damages nor operate as a limitation on any recovery to which Lessor may otherwise be entitled. In the event that Lessee shall fully and faithfully comply with all the provisions of this Lease, the Security Deposit or any balance thereof, without any interest thereon, shall be reimbursed to Lessee within thirty (30) days after the expiration of the Term of this Lease when the Premises are properly vacated, inspected and keys returned and no further issues or liabilities remain under this Lease, Lessee hereby specifically waiving any statutory or regulatory requirement for the early return of such Security Deposit. Subject to the terms and conditions hereof, Lessor may use, invest or employ the Security Deposit as if the Security Deposit were its own funds.

5.11 Rules and Regulations. Lessee shall comply with the reasonable rules and regulations attached as Exhibit "C", as well as all reasonable changes therein and additions thereto that may, from time to time, be made by Lessor for the operation and protection of the Premises and the protection and welfare of Lessor's lessees and invitees. Exhibit "C" is incorporated by reference as though fully rewritten herein. Reasonable changes and additions to the rules and regulations shall become effective and part of this Lease upon delivery of a copy to Lessee. Lessor shall apply and enforce the Rules and Regulations uniformly for all tenants.

ARTICLE VI - LESSOR'S COVENANTS

6.01 Parking Area. Lessor will designate two parking spaces immediately in front of the Premises for exclusive use by Lessee's customers only during Lessee's hours of operation, to the extent that such parking spaces are available, and subject to any modifications required by the ADA. Lessee agrees to pay for any parking signage related to such spaces. Such signage must be preapproved by Lessor. Lessor agrees that Lessee and Lessee's customers, employees and visitors shall have the right throughout the term hereof, to use, in common with others entitled to similar use thereof, those roads and parking area surrounded and adjacent to the entire Building or in which the entire Building is located. Lessee shall be responsible for any damages to the parking area surface caused by its use, ordinary wear and tear excepted, and shall not permit trucks to use the parking areas designated for automobile parking.

Lessor shall have the right to close any or all portions of the Common Areas to such extent as may, in the opinion of Lessor's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public therein and to close temporarily, if necessary, any part of the Common Areas in order to discourage non-customer parking. All space, areas, and facilities within or surrounding the Building which Lessee may be permitted to use and occupy, are to be used and occupied under a license, and if the amount or

such space, areas and facilities are diminished, this Lease shall remain in full force and effect and Lessor shall not be subject to any liability nor will Lessee be entitled to any compensation or diminution of rent, nor shall diminution of such space, areas and facilities be deemed constructive or actual eviction.

6.02 Repair and Maintenance of Building. Lessor shall keep and maintain in good order, condition and repair the roof, exterior and interior structural walls, foundation, the Common Areas, the exterior and all common electrical, plumbing and sewer systems, heating, ventilation and air conditioning systems serving the Common Areas of the Building. The cost of all such repairs shall be borne by Lessor as part of the Additional Rent subject to the terms of paragraph 3.02 above, except for those made to any electrical, plumbing, heating, ventilation, and air conditioning components which have been installed in and exclusively serve the Premises, and except for those made necessary by the negligence, misuse or default of Lessee, its employees, agents, customers or invitees, in which event they shall be borne by Lessee, who shall be separately billed and shall reimburse Lessor for the same as additional rent.

6.03 Casualty Insurance. Lessor shall be responsible for insuring and shall, at all times during the term of this Lease, carry a policy of insurance which insures the Building, including the Premises, against loss or damage by fire or other casualty for the full insurable value thereof; provided, however, that Lessor shall not be responsible for, and shall not be obligated to insure against, any loss of or damage to any personal property of Lessee or which Lessee may have on the Premises or any trade fixtures installed by or paid for by Lessee on the Premises or any additional improvements which Lessee may construct on the Premises, as provided in Section 5.03. If any alterations or improvements made by Lessee pursuant to Section 5.03 result in an increase in the premiums charged during the term of this Lease on the casualty insurance carried by Lessor on the Building, then the cost of such increase in insurance premiums shall be borne by Lessee, who shall reimburse Lessor for the same as additional rent after being separately billed therefor.

ARTICLE VII - UTILITIES AND OTHER BUILDING SERVICES

7.01 Services and Utilities. Lessee, at its sole cost and expense, shall contract for and pay the cost of all utilities serving the Premises, including but not limited to, electricity, natural gas, water, sewer, trash collection and janitorial services. The utility services shall be separately metered.

7.02 Additional Services. If Lessee requests any other utilities or building services in addition to those identified above, Lessor shall use reasonable efforts to attempt to furnish Lessee with such additional utilities or building services. In the event Lessor is able to and does furnish such additional utilities or building services, the cost thereof shall be borne by Lessee, who shall reimburse Lessor monthly for the same as provided in Section 7.04.

7.03 Interruption of Services. Lessee understands, acknowledges and agrees that any one or more of the utilities or other building services identified in Section 7.01 may be interrupted by reason of accident, emergency or other causes beyond Lessor's control, or may be discontinued or diminished temporarily by Lessor or other persons until certain repairs, alterations or improvements can be made; that Lessor does not represent or warrant the uninterrupted availability of such utilities or building service; and that any such interruption shall not be deemed an eviction or disturbance of Lessee's right to possession, occupancy and use of the Premises or any part thereof, or render Lessor liable to Lessee for damages by abatement of rent or otherwise, or relieve Lessee from the obligation to perform its covenants under this Lease.

7.04 Payment for Utilities and Building Services. The cost of all additional utilities or other building services furnished by Lessor at the request of Lessee or as a result of Lessee's activities as provided in Section 7.02 shall be borne by Lessee who shall be separately billed therefor and who shall reimburse and pay Lessor monthly for the same as additional rent, at the same time the monthly installments of Base Rent and other additional rent is due.

ARTICLE VIII - DEFAULTS AND REMEDIES

8.01 Defaults by Lessee. The occurrence of any one or more of the following events shall be a default and breach of this Lease by Lessee:

A. Lessee shall fail to pay any monthly installment of Base Rent or Additional Rent or other payment required herein within five (5) days after the same shall be due and payable.

B. Lessee shall fail to perform or observe any term condition, covenants or obligation required to be performed or observed by it under this Lease, other than the obligations contained within 8.01 (A) above, for the period of thirty (30) days after written notice thereof from Lessor; provided, however, the parties acknowledge that .

C. Lessee shall vacate or abandon, or fail to occupy and operate its business for a period of ten (10) days, the Premises or any substantial portion thereof.

D. A trustee or receiver shall be appointed to take possession of substantially all of Lessee's assets in, on or about the Premises or of Lessee's interest in this Lease and Lease does not regain possession within sixty (60) days after such appointment; Lessee makes an assignment for the benefit of creditors; or substantially all of Lessee's assets in, on or about the Premises or Lessee's interest in this Lease are attached or levied upon under execution (and Lessee does not discharge the same within sixty (60) days thereafter).

E. A petition in bankruptcy, insolvency or for reorganization or arrangement is filed against Lessee pursuant to any federal or state statute (and, with respect to any such petition filed against it), Lessee fails to secure a stay or discharge thereof within sixty (60) days after filing of the same.

8.02 Remedies of Lessor. Upon the occurrence of any event of default set forth in Section 8.01, Lessor shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Lessee:

(i) Terminate this Lease and recover damages therefor.

(ii) Terminate Lessee's right to possess the Premises by re-entering the Premises by force, with or without judicial process, summary proceedings, ejection or otherwise, without terminating this Lease and recover damages. In such event, Lessor may alter or change locks and other security devices at the Premises. Lessor shall have no obligation to furnish a new key unless and until Lessee cures all existing Events of Default and delivers to Lessor additional security, as determined by Lessor, for performance of Lessee's obligations.

(iii) Perform any of Lessee's obligations under this Lease, and Lessee shall reimburse Lessor on demand for all costs incurred by Lessor in doing so, together with interest at the default rate of 12% per annum.

(iv) Exercise any other remedy provided in this Lease or available at law or in equity.

(A) Remedies Non-exclusive. Exercise by Lessor of any one or more remedies hereunder or otherwise available shall not be an acceptance of surrender of the Premises. If Lessor terminates this Lease or Lessee's right to possess the Premises, Lessee shall immediately deliver possession of the Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other right, take possession of the Premises and remove Lessee and any other occupants. Lessee shall have no (and hereby waives) claim for damages by reason of any entry, repossession or alteration of locks or other security devices.

(B) Termination of the Lease. If Lessor terminates this Lease, regardless of whether Lessor terminates Lessee's right to possess the Premises, Lessee shall be immediately liable for all rental and other amounts payable accrued to the date of termination, plus, as damages, an amount equal to excess of (a) the total Rents for the balance of the term hereof over (b) the fair market rental value of the Premises (taking into account a reasonable estimate of the time it will take to relet the Premises) for the remaining Term.

(C) Termination of Possession. If Lessor terminates Lessee's right of possession without terminating the Lease, Lessee shall remain liable for all rent and other amounts payable to Lessor pursuant to this Lease diminished by any net sums thereafter received by Lessor through reletting the Premises (after deducting expenses incurred by Lessor as provided below. Lessee shall not be entitled to any excess obtained by reletting over the rental herein reserved. Actions to collect amounts due by Lessee to Lessor may be brought from time to time, on one or more occasions. If Lessor terminates Lessee's right of possession, it may at any time thereafter elect to terminate this Lease under Section 19.2(a).

(D) Lessee's Liability. In case of an Event of Default, Lessee shall also be liable for any broker's fees incurred by Lessor in connection with reletting the whole or any part of the Premises; the costs of removing and storing Lessee's or other occupant's property; the cost of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to new lessees; and all reasonable fees and expenses incurred by Lessor in enforcing or defending Lessor's rights including reasonable attorneys' fees.

(E) Lessor's Right to Relet. Following termination of Lessee's right of possession hereunder by Lessor, Lessor may relet the Premises or any part thereof for such rent and upon such terms as it shall determine. If Lessor elects to relet the Premises, it shall use the same efforts it then uses to lease other space, but shall not be required to give any preference to the leasing of the Premises over any other space that Lessor may have available. Any obligation imposed hereby or by law upon Lessor to relet the Premises shall be subject to the reasonable business judgment of Lessor in the selection of the best tenant "mix" for the Shopping Center. The failure of Lessor to relet the Premises or, if the Premises are relet, to collect the rent under such reletting, shall not release or affect Lessee's liability for damages under this Lease.

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(F) Lessee's Property. If Lessor takes possession of the Premises following an Event of Default, Lessor may keep in place and use all of the furniture, fixtures and equipment at the Premises. Lessor may also remove from the Premises (without legal process) any such furniture, fixtures, equipment and other property and place same in storage at Lessee's expense. Lessor may relinquish possession of any furniture, fixtures, equipment and other property to any person claiming to be entitled to possession thereof pursuant to an agreement with Lessee without inquiring into the authenticity of such agreement.

(G) Non-exclusive Remedies. The rights and remedies of Lessor herein stated shall be in addition to any and all other rights and remedies which Lessor has or may hereafter have at law or in equity.

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8.03 Limitation of Lessor's Liability. In consideration of the benefits accruing hereunder, Lessee and all successors and assigns covenant and agree that, in the event of any actual or alleged failure, breach or default hereunder by Lessor in the event Lessor or its successors or assigns is a partnership:

A. The sole and exclusive remedy shall be against the limited liability company and its assets.

B. No member of the limited liability company or its management company shall be sued or named as a party in any suit or action.

C. No judgment will be taken against any partner/member of the partnership/limited liability company as the case may be.

D. Any judgment taken against any member or the limited liability company may be vacated and set aside at any time nunc pro tunc.

E. No writ or execution will ever be levied against the assets of any member of the limited liability company.

F. These covenants and agreements are enforceable both by Lessor and also by any member of the limited liability company.

8.04 Attorneys' Fees. In the event a party defaults in the performance or observance of any of terms, conditions, covenants or obligations contained in this Lease and the non-breaching party places the enforcement of all or any part of this Lease, the collection of any rent due or to become due or the recovery or possession of the Premises in the hands of an attorney, the breaching party agrees to reimburse the non-breaching party for the attorney fees incurred thereby whether or not suit is actually filed.

8.05 Lessor's Option to Perform Upon Lessee's Default. Upon default by Lessee and the failure to cure the same, Lessor may, at its option, elect to perform and complete such condition of default and the amount of such expenditure plus accrued interest at the rate of the lesser of nine percent (9%) per annum or the highest legal rate of interest permitted by law, from time to time such expenditure is made until reimbursed, shall immediately become due and payable to Lessor, and be considered additional rental hereunder. Such election by Lessor shall not constitute a waiver of said default by Lessee or affect any right or remedy available to Lessor.

8.06 Lessor's Option to Reinstate Lease. In the event that Lessee has defaulted in the performance of any or all of the terms and conditions of this Lease, or this Lease is terminated in any manner provided herein, Lessor may, at its option, allow this Lease to be reinstated upon

the receipt and reimbursement by Lessee of all of Lessor's expenses caused by said default or terminating, including, but not limited to, attorney fees, advertising expenses, maintenance and repair expense and preparation charges.

ARTICLE IX - CASUALTY OF OTHER DESTRUCTION OF PREMISES

9.01 If the Premises or the Building of which the Premises forms a part, shall be destroyed or damaged by fire, casualty or other cause so as to render the Premises unfit, in whole or in part, for Lessee's occupancy and use, and such destruction or damage can, in the opinion of Lessor, reasonably be repaired within one hundred eighty (180) days from the happening of said destruction or damage, Lessor shall, within thirty (30) days of said occurrence, so notify Lessee of said fact and Lessor may, if it so desires, repair the same to substantially the same condition which existed immediately prior to the occurrence of said destruction or damage with all reasonable diligence and speed. If, during such repair period, Lessee shall be unable to use all or any portion of the Premises, the rent to be paid by Lessee hereunder shall be reduced proportionately in an amount by which that portion of the Premises of which Lessee shall be deprived on account of said destruction or damage and the repair thereof bears to the total area of said Premises. If the Premises, or the Building of which the Premises forms a part, shall be destroyed or damaged by fire, casualty or other cause, so as to render the Premises unfit, in whole or in part, for Lessee's occupancy or use, and said destruction or damage cannot, in the opinion of Lessor, reasonably be repaired within one hundred eighty (180) days from the happening of said destruction or damage, Lessor shall notify Lessee of such fact within thirty (30) days after the happening of said occurrence and of Lessor's intention of either: (a) making repairs (and thereby continue said Lease) stating the amount of time which will be required to make such repairs; or (b) terminate this Lease. If the Premises cannot reasonably be repaired within one hundred eighty (180) days, Lessee shall have the option within ten (10) days after receipt of said notice from Lessor to elect either: (i) to terminate this Lease as of the date of the happening of such destruction or damage, in which event all further liability of Lessee hereunder shall terminate and all rents paid to Lessor subsequent to said date (and until Lessee shall vacate said Premises) shall remain the property of Lessor and Lessee shall thereafter vacate said Premises, or (ii) to continue this Lease in full force and effect, in which event this Lease shall be extended by a period of time equivalent to the time from the happening of such destruction or damage until the Demised Premises are repaired as hereinbefore provided. For purposes of this Article IX, Lessee will be deemed to have elected to continue this Lease if Lessor shall not have received written notice to the contrary within said ten (10) day period and Lessor shall thereupon proceed to restore the Premises (and/or the Building on which the Premises forms a part), to substantially the same condition which existed immediately prior to the occurrence of said destruction or damage within the time specified in Lessor's notice to Lessee. If, during the time beginning with the date of the happening of said destruction or damage until the date the Premises (or the Building of which the Premises forms a part) shall have been so restored, Lessee shall be unable to use all or any portion of the Premises, the rent to be paid by Lessee hereunder shall be reduced proportionately in an amount by which that portion of the Premises of which Lessee shall be so deprived on account of said destruction or damage and the repair thereof to the total areas of said Premises. Notwithstanding the foregoing, Lessor shall not be obligated to spend any sums in excess of the amount of insurance proceeds which it receives on account of any destruction.

ARTICLE X - GENERAL PROVISIONS

10.01 Notice. Any notices or demands required or permitted by law or any provision of this Lease shall be in writing and shall be completed by mailing such notice to the other party, or any agency designated by him to receive such notices, by certified or registered mail, return receipt requested, postage prepaid, at the addresses listed in 1.02 "I" or at such other or additional address or addresses as either party may hereafter designate in writing.

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10.02 Additional Parties Bound by Provisions. Any person, corporation, partnership, joint venture or other entity purchasing or procuring by any means whatsoever any interest in this Lease shall be bound and limited to the provisions contained herein. Provided, however, that no assignment by, from, through or under Lessee in violation of the provisions contained herein, shall vest in such assigns or other parties any right, title or interest whatsoever. For the purpose of interpreting this paragraph, the permanent mortgagee shall not be considered a party of the Lease until such time as the mortgagee becomes the owner of the mortgaged premises and Lessor under this Lease.

10.03 Word Genders and Numbers. Whenever words are used herein in any gender, they shall be construed as though they were used in the gender appropriate to the context and the circumstances and whenever words are used herein in the singular or plural form, they shall be construed as though they were used in the form appropriate to the context and the circumstances.

10.04 Topic Headings. Headings and captions in this Lease are inserted for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor constitute any part of this Lease and are not to be considered in the construction of this Lease.

10.05 Governing Law. This Lease shall be subject to and governed by the law of the State of Ohio, irrespective of the fact that one or more of the parties may be or become a resident of a different state.

10.06 Counterparts. Several copies of this Lease may be executed by all of the parties. All executed copies constitute one and the same Lease, binding on all parties.

10.07 Entire Agreement. This Lease contains the entire understanding between and among the parties and supersedes any prior understanding or agreements between and among them respecting the subject matter. No representations, arrangements or understandings except those fully expressed herein, are or shall be binding upon the parties. No changes, alterations, modifications, additions or qualifications to the terms of this Lease shall be made or be binding unless made in writing and signed by each of the parties.

10.08 Recording. The Lease, or any short form of the Lease, shall not be recorded.

10.09 Holding Over. If Lessee holds over and remains in possession of said Premises after the term of this Lease or any renewal thereof, Lessee will from that date forward, unless the parties by written agreement stipulate to the contrary, be a Lessee from month-to-month at a rate equal to 125% of the base rental as defined in 3.01 herein and on the remaining terms and conditions as in existence at the time of the termination of the then existing Lease or any renewal thereof. With one calendar month's prior written notice, either party may terminate said month-to-month tenancy. Failure of Lessee to give Lessor said written notice prior to Lessee's vacating the Premises shall extend the month-to-month tenancy herein created for one (1) additional month for which Lessee shall remain liable for any and all rental, whether Base or Additional, due or to become due.

10.10 Laches. Any failure of Lessor to enforce rights or to seek remedies upon any default of Lessee hereunder, or the delay of said enforcement or the seeking of remedies shall not prejudice or affect the rights or remedies of Lessor in the event of any subsequent default or attempted enforcement at a later date.

10.11 Waiver. No waiver of any condition or legal right or remedy shall be implied by the failure of either party to enforce its rights hereunder.

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10.12 Estoppel Certificates. Upon request, Lessee agrees to execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating modifications) and the dates to which any rental or consideration due hereunder have been paid. In addition, Lessee agrees to furnish Lessor, upon request and after Lessee has taken possession of the Premises, a letter addressed to Lessor's mortgagee or financial institution, or any prospective purchaser of the Premises, giving the information contained in the first section of this Section 10.12 and the following information or any part thereof requested by Lessor, provided, however, that Lessee may take such exceptions as are appropriate to protect its interest.

A. That the Premises have been completed before the date of such letter and that all conditions precedent to the Lease taking effect have been carried out;

B. That Lessee has accepted possession, that the Lease Term has commenced, that Lessee is occupying the Premises and that Lessee knows of no default under the Lease by Lessor;

C. The actual Commencement Date of the Lease and the expiration date of the Lease; and

D. That Lessee's occupancy under this Lease has commenced.

10.13 Sublease or Assignment. Lessee shall not sublet the Premises, or any part thereof, nor assign this Lease without the prior written consent of Lessor, which shall not be unreasonably withheld. If Lessor consents to the assignment by Lessee, then Lessee to pay to Lessor $750.00 in connection with the permitted assignment to reimburse Lessor’s attorneys’ fees and office costs. Any transfer of this Lease by merger, consolidation, sale of assets, liquidation or otherwise by operation of law or, if Lessee is a corporation, by sale of a controlling interest of its stock, shall constitute an assignment by Lessee. Lessee shall not permit any business to be operated in or from the Premises by a concessionaire or licensee, except for vending machines and ATMs without the prior written consent of Lessor, which consent shall not unreasonably be withheld, conditioned, or delayed. Any consent by Lessor to any assignment or subletting, or to the operation by a concessionaire or licensee, shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting or operation by a concessionaire or licensee. In the event that Lessee shall at any time during the term of this Lease sublet all or any part of said Premises or assign this Lease, with the consent of Lessor as hereinbefore provided, it is hereby mutually agreed that Lessee shall nevertheless remain fully liable under all of the terms, covenants and conditions of this Lease. If this Lease be assigned or if the Premises or any part thereof be subleased or occupied by anybody other than Lessee, Lessor may collect from the assignee, sublessee or occupant any rent or other charges payable by Lessee under this Lease, and apply the amount collected to the rent and other charges herein reserved, but such collection by Lessor shall not be deemed an acceptance of the assignee, sublessee or occupant as a Lessee nor a release of Lessee from the performance by Lessee under this Lease. Any assignee or sublessee of Lessee shall be subject to all conditions, restrictions and obligations of Lessee as set forth herein. Lessee shall remain liable for sublessee's compliance with all governmental ordinances and regulations.

10.14 Transfer of Lessor's Interest. In the event of a conveyance by Lessor of the Premises or of the Building, such conveyance shall release Lessor from any liability upon any of the covenants or conditions, express or implied, herein contained in favor of Lessee; and in such event, Lessee agrees to look solely to the responsibility of the successor in interest of Lessor to this Lease. Upon written notice from Lessor of such conveyance, Lessee shall acknowledge

ownership in the transferee and attorn and continue in quiet enjoyment of the Premises. Lessor shall have the right to sell, hypothecate, mortgage, transfer, sublet or assign this Lease and/or its interests in the Premises and/or the Building and shall not be liable for obligations thereafter accruing hereunder.

10.15 Eminent Domain. In the event the Premises or any part thereof or any of the land of which the Premises is a part shall be taken or condemned for public purpose by a competent authority, Lessee shall not be entitled to any part, or all, of the award paid for such taking or condemnation, and Lessor is to receive the full amount of such award. Lessee hereby expressly waives any right or claims to all or any part of such award. Provided, however, anything herein to the contrary notwithstanding, Lessee shall have the right to claim and recover from the taking or condemnation authority, but not from Lessor, such compensation as may be separately awarded or recovered by Lessee in Lessee's business by reason of the taking or condemnation and on account of moving expenses or any loss to Lessee for merchandise, furniture, fixtures and equipment.

In the event that the entire Building, or such part of the Building so as to make the Building unfit for occupancy as originally intended, should be taken or condemned, then either Lessee or Lessor shall have the option of terminating this Lease upon giving written notice to the other of such election within thirty (30) days after possession of the part condemned by such authority whereupon the possession is so taken. Any such taking or condemnation which does not result in a termination of this Lease, as hereinabove provided, shall not be causes for any reduction or diminution of the rental payment hereunder.

10.16 Mortgage Subordination. Upon written request or notice by Lessor, Lessee agrees to subordinate its rights under this Lease and to attorn to the lien or liens of any mortgagees or any deeds of trust that are placed upon any lands, buildings or improvements of which the Premises is a part and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgagee or trustee named in said mortgages or deeds of trust shall agree to recognize the Lease of Lessee in the event of foreclosure. Lessee also agrees that any mortgagee or trustee may elect to have this Lease a prior lien to its mortgage by such mortgagee or trustee to Lessee to that effect, this Lease shall be deemed prior in lien to the said mortgage or deed of trust, whether this Lease is dated prior or subsequent to the date of said mortgage or trust deed. Lessee agrees that, upon the request of Lessor, any mortgagee or any trustee named in such mortgages or trust deeds, it shall execute and deliver whatever instruments may be required for such purposes and to carry out the intent of this paragraph.

10.17 Surrender of Premises. Upon termination of this Lease, whether by lapse of time or otherwise, or upon the exercise by Lessor of the power to reenter and repossess the Premises without terminating this Lease, as hereinbefore provided, Lessee shall at once surrender the possession of the same to Lessor in good order and repair and at once remove all of Lessee's property therefrom.

10.18 Quiet Enjoyment. Lessor hereby covenants and agrees that if Lessee shall perform all of the covenants and agreements hereinbefore stipulated to be performed on Lessee's part Lessee shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Demised Premises without any hindrance from Lessor or any person or persons lawfully claiming the Premises.

10.19 Invalidity of Any Provision. The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions thereof and this Lease shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

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10.20 Amendment of Lease. This Lease may be altered or amended only in writing, signed by both parties.

10.21 Indemnification for Leasing Commissions. Each party hereto shall indemnify and hold harmless the other party for any and all liability incurred in connection with the negotiation or execution of this Lease for any real estate broker's leasing commission or finder's fee which has been earned by a real estate broker or other person on such party's behalf except as set forth in Section 1.02.

10.22 Attorneys' Fees. In addition to any other remedy permitted by law, in the event either party defaults in the performance or observance of any of the terms, conditions, covenants or obligations contained in this Lease and the other party places the enforcement of all or any part of this Lease, the collection of any rent due or to become due or the recovery or possession of the Premises in the hands of an attorney, the breaching party agrees to reimburse the non-breaching party for the reasonable attorneys' fees incurred thereby whether or not suit is actually filed.

10.23 Exclusive. So long as Lessee is not in default Lessor shall not lease additional space within the Building to another tenant who is primarily engaged in the sales of phones and related services and the repair and replacement of cell phones, tablets and other electronic devices.

[Signatures contained on next page]

LESSOR:
Kalamata, LLC

By _____
Print Name: _____
Title: Authorized Representative

LESSEE:
TECHCRAZE, LLC

By _____
Print Name: Collen Andrew Shaw
Title: _____

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Collen Andrew Shaw, the _____ of TECHCRAZE, LLC, on behalf of the Lessee, for the uses and purposes stated herein.

_____
Notary Public

My commission expires: _____.

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, authorized representative of Kalamata, LLC, the Lessor, on behalf of the limited liability company, for the uses and purposes stated herein.

_____
Notary Public

My commission expires: _____.

This instrument prepared by:
C. William Klausman, Esq.
75 E. Gay Street, Ste 300
Columbus, Ohio 43215
(614) 469-1300
bill@klausmanlawltd.com

EXHIBIT “A”
OMITTED

EXHIBIT “B”
OMITTED

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EXHIBIT "C"
BUILDING RULES AND REGULATIONS

Lessee agrees that it, its agents, employees, invitees and visitors will observe and comply with the following:

1. Lessor agrees to furnish Lessee with two (2) sets of keys. No additional lock or bolts of any kind will be placed on doors or windows by Lessee nor will any changes be made in existing locks or the mechanism thereof without Lessor's prior written permission. Lessee will, upon termination of its tenancy, return all keys to Lessor. If a lock is to be changed, Lessee shall contact Lessor and Lessor shall make said change at Lessee's expense.

2. Lessee will refer all contractors, contractor's representatives and installation technicians, rendering any service on or to the Lease Premises for Lessee, to Lessor for Lessor's approval before performance of any contractual service. This provision shall apply to all work performed in the Building including installation of communication equipment, electrical devices, and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment of any physical portion of the Building.

3. No Lessee shall, at any time, occupy any part of the Building as sleeping or lodging quarters.

4. Lessee shall not place, install or operate on the leased Premises or in any part of the Building, any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the leased Premises any explosives, gasoline, kerosene, oil, acids, caustics, or any inflammable, explosive, or hazardous material without the prior written consent of Lessor.

5. Lessor will not be responsible for lost or stolen personal property, equipment, money or jewelry from Lessee's area or public restrooms regardless of whether such loss occurs when area is locked against entry or not.

6. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the Building.

7. Lessee shall not contract with Lessor's employees to render services of any kind.

8. None of the entries, passages, doors, elevators, hallways or stairways shall be blocked or obstructed, or any rubbish, litter, trash or material of any nature placed, emptied or thrown into these areas, or such areas be used at any time except for access or egress by Lessee, Lessee's agents, employees or invitees.

9. No person shall unreasonably disturb the occupants of the Building by the use of any musical instruments, the making of unseemly noise.

10. No awnings or other projections shall be attached to the outside walls of the Building and no curtains, blinds, shades or screens will be used in connection with any window of the Demised Premises without the written consent of Lessor.

11. No advertisement or other lettering will be exhibited, inscribed, painted or affixed on the outside of the Building (or on the inside of the Building to the extent the same is visible

from the exterior of the Building) without the written consent of Lessor. In the event of the violation of the foregoing, Lessor may remove same without any liability and at the expense of Lessee.

12. No space in the Building will be used for any other use in violation of any governmental ordinances, rules or regulations.

13. The requirements of Lessee will be attended to only upon notification of Lessor's agents.

14. Canvassing, soliciting and peddling in the Building is prohibited and Lessee shall cooperate to prevent the same.

15. No recreation vehicle of any type (i.e. bus, mobile home, boat, camper, trailer, etc.) shall be parked in the parking lot surrounding the Building. In the event of violation of the foregoing, Lessor may remove same without any liability and at the expense of Lessee.

16. Lessee shall notify Lessor's agent of its intent to park any passenger vehicle in the parking area surrounding the Building for longer than forty-eight (48) hours. In notifying Lessor's agent, Lessee shall provide a description of the vehicle, i.e. make, model, color and license number, and the approximate length of time said vehicle will be on the Premises. No vehicle shall remain on the Premises longer than seven (7) days.

17. Lessee shall be responsible for the cleanliness of the area in front of and behind the Demised Premises. If said area becomes cluttered with debris, trash, etc., Lessee is responsible for removing same.

18. Lessee shall not store materials of any kind in front of or behind the Demised Premises without Lessor's prior written consent. In the event of violation of the foregoing, Lessor may remove same without liability and at Lessee's expense.

It is Lessor's desire to maintain in the Building the highest standard of dignity and good taste consistent with comfort and convenience for Lessees. Any action or condition not meeting this high standard should be reported directly to Lessor. Your cooperation will be mutually beneficial and sincerely appreciated. Lessor reserves the right to make such other and further reasonable rules and regulations as in its judgment may, from time to time, be needful, for the safety, care and cleanliness of the leased premises, and for the preservation of good order therein.

LESSOR:
KALAMATA, LLC

By _____
Print Name: _____
Title: Authorized Representative

LESSEE:
TECHCRAZE, LLC

By _____
Print Name: Collen Andrew Shaw
Title: _____

EXHIBIT “D”

DOC ID ----> 202028203314

INDIVIDUAL GUARANTEE

INDIVIDUAL GUARANTEE

The undersigned, in consideration of consent to the assignment of the lease of the premises located at 7370 Sawmill Road (Unit L), Columbus, Ohio 43235 in Sawmill Plaza (the "Premises"), and lease of the Premises to TECHCRAZE, LLC ("Lessee"), do hereby, jointly and severally, if more than one, absolutely, unconditionally and irrevocably guarantee to Lessor the full and complete performance of all of Lessee's covenants and obligations under the Lease, and any amendments thereto, and the full payment by Lessee of all base rentals, additional rentals and other charges and amounts (including attorneys' fees) required to be paid thereunder.

The undersigned hereby waive all requirements of notice of the acceptance of this Guarantee and all requirements of notice of breach or non-performance by Lessee. The undersigned further waive any demand by Lessor and/or prior action by Lessor of any nature whatsoever against Lessee. The undersigneds' obligations hereunder shall remain fully binding although Lessor may have waived one or more defaults by Lessee, extended the time of performance by Lessee, modified or amended the Lease, released, returned or misapplied other collateral given later as additional security (including other guarantees) and released Lessee from the performance of its obligations under such Lease.

The undersigned agree that in the event of divorce, insolvency, bankruptcy, or reorganization of Lessee, any liquidation, dissolution, winding-up or cancellation of the legal status of Lessee, any composition or arrangement by Lessee with its creditors, and irrespective of any rejection, assignment or termination of the Lease or any of the terms and conditions thereof by Lessee or any trustee of Lessee in connection with any petition for bankruptcy or reorganization filed by Lessee under the Bankruptcy Code or any other applicable federal or state law, the undersigned shall nonetheless remain liable hereunder for the full and complete performance of the terms and conditions of the Lease to be complied with or performed by Lessee during the entire Lease Term designated in the Lease, and any renewal or additional term.

The undersigned further agree that their liability hereunder shall be primary, and that in any right to action which shall accrue to Lessor under the Lease, Lessor may, at its option, proceed against the undersigned and Lessee, jointly and severally, and may proceed against the undersigned without having commenced any action or having obtained any judgment against Lessee.

The undersigned will pay upon demand the reasonable attorneys' fees and costs incurred by Lessor in connection with the enforcement of this Guarantee and the Lease.

If this Guarantee is signed by more than one person, their obligations shall be joint and several and the release of one of such guarantors shall not release any other of such guarantors.

This Guarantee shall be binding upon the undersigned and his heirs, successors, successors in interest, executors, administrators, representatives and assigns, and shall continue in effect subsequent to any assignment of the Lease by Lessee or by operation of law.

IN WITNESS WHEREOF, the undersigned has set their hands this ___ day of

_____, 2020.

_____
Sign Name – Collen Andrew Shaw
Address:
_____
_____
SSN: _____

_____
Sign Name – Mousa Abbas
Address:
_____
_____
SSN: _____

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 2020, before me, a Notary Public in and for said County, personally appeared, Collen Andrew Shaw, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed for the uses and purposes stated herein.

_____
Notary Public

My commission expires: _____.

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 2020, before me, a Notary Public in and for said County, personally appeared Mousa Abbas, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed for the uses and purposes stated herein.

_____
Notary Public

My commission expires: _____.