

COMMERCIAL LEASE

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1. TENANT & LANDLORD

- 1.01 *TENANT*: Tenant shall be **TENANT NAME**. Tenant's address is **TENANT MAILING ADDRESS**. Tenant's phone number is **TENANT PHONE NUMBER**.
- 1.02 *LANDLORD*: Landlord shall be **EPLING ESTATES**. Landlord's address is **4300 LYNN ROAD, SUITE 201, RAVENNA, OH 44266**. Landlord's phone number is **(330) 325-5000**.

2. PREMISES & WORK

- 2.01 *PREMISES*: Landlord leases to Tenant and Tenant leases from Landlord the space designated as **SUITE #(S)** outlined in red on the floor plan attached hereto as **EXHIBIT A** ("Premises"), in Landlord's building located at **123 STREET, TOWN, OH 45678** ("Building"). The Building is located on property owned and maintained by Landlord upon which there are or will be multiple buildings, a legal description of which property is attached hereto as **EXHIBIT B** ("Property"). Tenant shall have the nonexclusive right to use the driveways and parking areas in common with other tenants in the Building, and with tenants in the other buildings on the Property (subject to the restrictions and conditions contained herein), and shall have the nonexclusive right in common with other tenants in the Building to use areas within the Building designated for the common use of tenants, if any, such as lobbies, entrances, hallways, and stairways.
- 2.02 *TENANT'S WORK*: Tenant shall, at its cost, complete the improvements to the Premises set forth in the plans and specifications attached hereto as **EXHIBIT C** ("Tenant's Work"). Tenant's Work shall be carried on in such a manner and at such time so as to cause the least interference to the other tenants in the Building.
- 2.03 *LANDLORD'S WORK*: Landlord shall, at its cost, make the improvements to the Building and Property around the Building substantially in accordance with plans and specifications attached hereto as **EXHIBIT D** ("Landlord's Work"), as soon as the same may be practically done. If Landlord has not completed Landlord's Work by the Commencement Date, as hereinafter defined, the Commencement Date will be delayed in accordance with the provisions of this Lease, but otherwise Landlord shall incur no liability for the failure to complete Landlord's Work.
- 2.04 *ACCEPTANCE OF THE PREMISES*: The taking of possession of the Premises by Tenant shall be conclusive evidence that Tenant accepts the Premises and Building "as is".

3. TERM & POSSESSION

- 3.01 *ORIGINAL TERM*: The original term of this Lease shall be **0 MONTHS** and **0 DAYS** ("Original Term"), commencing on **01/01/2001** ("Commencement Date") and terminating on **01/01/2001**. If Landlord has not completed Landlord's Work or is unable to deliver possession of the Premises on the Commencement Date stated above, Tenant agrees that Landlord will not be liable for any loss or damage caused to Tenant by reason of the delay, and this Lease shall not be void or voidable. However, Tenant shall not be liable for the payment of rent until Landlord completes Landlord's Work and delivers possession of the Premises, and the term of this Lease shall be extended by the length of time Tenant's possession is delayed. In the event Landlord does not deliver possession of the Premises to Tenant until after the Commencement Date specified above, the Commencement Date for all purposes of this Lease shall be the date possession of the Premises is delivered to Tenant. Notwithstanding anything to the contrary contained herein if the Commencement Date does not occur by **01/01/2001**, either party may terminate this Lease.
- 3.02 *RENEWALS*: Upon the expiration of the Original Term, and provided Tenant is not then in default of any of the terms and conditions of this Lease, the term of this Lease shall automatically be extended on a year-to-year basis ("Subsequent Renewal Terms") on the same terms and conditions as provided herein, subject, however, to the right of either Landlord or Tenant to terminate this Lease at the end of the then current term by giving notice to the other not later than 90 days prior to the end of the then current term of this Lease.
- 3.03 *HOLDING OVER*: Any holding over after the expiration of this Lease shall be construed to be a tenancy from month-to-month at 200% of the Rent last due under this Lease before the expiration of the term (prorated on a monthly basis) and shall otherwise be on the provisions herein specified, so far as applicable. The enforcement of this provision by Landlord shall not be, or be deemed to be, consent by Landlord to such holding over, nor a waiver by Landlord of any right or remedy it may have for Tenant's breach of this Lease.

4. PAYMENTS

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- 4.01 *SECURITY DEPOSIT:* Tenant has deposited with Landlord the sum of **\$0.00** as security for Tenant's performance of this Lease. Landlord may use the security deposit for the payment of any damages, costs, or expenses incurred by Landlord due to Tenant's default, including, but not limited to, Tenant's failure to pay rent; damage to the Property, Premises, or Building; removal of Tenant and its property from the Premises; and reletting the Premises (including the costs of renovating the Premises). If Tenant complies with all of the terms of this Lease, the security deposit shall be returned to Tenant without interest after Tenant delivers possession of the Premises to Landlord. Landlord may commingle the security deposit funds with other assets of Landlord. If Landlord sells the portion of the Property on which the Building is located, Landlord may transfer the security deposit to the purchaser and Landlord shall thereupon be released from any liability for return of the security deposit and Tenant shall look solely to the new owner for return of the security deposit.
- 4.02 *RENT:* If the Commencement Date does not fall on the first of a month, then the prorated rent for this first partial month is **\$0.00**. For the first twelve full months of the Original Term of this Lease Tenant shall pay Landlord an annual rent of **\$0.00**, payable in equal monthly installments of **\$0.00**. On each anniversary of the Commencement Date, if this date falls on the first of a month, otherwise on the anniversary of the first of the month immediately following the Commencement Date during the Original Term, and if applicable, each Subsequent Renewal Term, the annual rent shall increase by an amount equal to **0%** over the annual rent in effect for the previous year. Each year the monthly rent installment payments shall be increased accordingly to reflect the increase in the annual rent. All rent payments are due in advance on or before the first day of each calendar month without notice, demand, set off, or deduction and are to be paid at Landlord's address or at such other place as Landlord designates.
- 4.03 *TAXES:* Landlord shall pay all real estate taxes and assessments applicable to the Property.
- 4.04 *METHOD OF PAYMENTS:* Automatic payment through Landlord initiated electronic fund transfer is the primary payment method accepted. Tenant must maintain an active checking or savings account at all times in order to accommodate automatic payments. Cash, certified check, or money order payments may be made only after a failed electronic funds transfer. No other payment method will be accepted.
- 4.05 *AUTOMATIC PAYMENTS:* The date of the first automatic payment will be **01/01/2001**. Automatic payments will occur monthly on or after the rent due date. If an automatic payment fails, a second attempt will be made on or after the 15th of the month. The amount of an automatic payment will not exceed the current unpaid balance due. Tenant authorizes Landlord to initiate debit or credit entries into the following **CHECKING** account: Routing # **000000000** Account # **000000000**.
- 4.06 *LATE FEES & INTEREST:* Any installment of rent that is not paid when due shall be subject to a late fee equal to five percent (5%) of the amount of the late payment which shall be due and payable in full without notice or demand with the next installment of rent. Any amount due to Landlord which is not paid within 15 days after it is due shall bear interest from the original due date until paid at a rate of ten percent (10%) per annum. The payment of late fees and interest, and the acceptance thereof by Landlord, shall not be deemed to cure the default for failure to make timely payments under this Lease, and shall not prejudice any right or remedy Landlord may have for such default.
- 4.07 *APPLICATION OF PAYMENTS:* All payments received shall be applied by Landlord as follows: first to Landlord's costs and expenses authorized by this Lease, second to accrued and unpaid interest and late fees, and third to rent.
5. *UTILITIES*
- 5.01 *ELECTRIC:* The **TENANT** is responsible for electric.
- 5.02 *GAS:* The **TENANT** is responsible for gas.
- 5.03 *INTERNET:* The **TENANT** is responsible for high-speed internet.
- 5.04 *RECYCLING:* The **TENANT** is responsible for recycling.
- 5.05 *SEWER:* The **TENANT** is responsible for sewer.
- 5.06 *TRASH:* The **TENANT** is responsible for trash.
- 5.07 *WATER:* The **TENANT** is responsible for water.
- 5.08 *RESPONSIBLE PARTY'S OBLIGATIONS:* The financially responsible party bears the cost for connecting utility services and any "turn on" charges. The financially responsible party shall cause any separately metered

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utility to be transferred into their name as of the Commencement Date and pay for the use of such utility when the bills for the same become due and payable. The financially responsible party must keep utility on and active for the entirety of the lease term.

- 5.09 *DUMPSTER*: If Landlord supplies a dumpster on the Property for trash disposal, Tenant may use the dumpster for trash disposal and all trash is to be put in the dumpster. Tenant shall not place any item, material, or substance in the dumpster that is not permitted by the trash company. Should Tenant place any item in the dumpster that causes Landlord to receive an extra charge from the trash company, the amount of the charge will be charged to Tenant and shall be paid with the next month's rent. If the amount is not paid, it will be deemed to be "non-payment of rent" and be a default of this Lease.
- 5.10 *INTERRUPTION IN SERVICE*: Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall rent be abated by reason of, the quality, quantity, or character of any service, or the interruption of use or the failure of any utility service, unless such failure or interruption is due to Landlord's gross negligence. Landlord shall have no liability for the shut off of utilities by the utility supplier as a result of Tenant's failure to pay the utility bill.

6. USE OF THE PREMISES

- 6.01 *PERMITTED USE*: Tenant shall use and occupy the Premises only for the following purpose:
DESCRIPTION OF TENANT'S USE and for uses that are incidental to such permitted use. Tenant shall not cause or permit the Premises to be used in any manner that would violate any law, regulation, or governmental requirement; cause structural injury to the Building; interfere with the normal operation of the Building's heating, air conditioning, ventilating, plumbing, electrical, or other mechanical systems; constitute a public or private nuisance.
- 6.02 *MACHINES AND ODORS*: Tenant shall not place a load upon the floor of the Premises which exceeds the load per square foot that the floor is designed to carry or which is not allowed by law. All machines and equipment and all other mechanical devices used by Tenant in the Premises shall be properly shielded, and be so placed, equipped, installed, maintained, and operated so as to eliminate the transmission of noise and vibration, and to avoid electrical or other interference from the Premises to any other areas of the Building. Any machine or equipment used, or activity conducted, at the Premises which may cause noise, smoke, odor, or water discharge to be transmitted beyond the Premises shall, at Tenant's sole cost, either be removed or otherwise operated in a manner which does not disturb other tenants.
- 6.03 *INSURANCE RATES*: Tenant shall not do anything in the Premises which may or will increase Landlord's liability or casualty insurance rates. If Tenant carries on an activity that shall increase Landlord's insurance rates, Tenant shall pay the additional insurance premiums to Landlord on demand as additional rent. Tenant's failure to make such payment shall be deemed to be a "non-payment of rent" and a default of the Lease.
- 6.04 *ELECTRICAL CAPACITY*: If Tenant installs any electrical equipment that overloads the electrical lines to the Building or in the Premises, at its own expense, Tenant shall make whatever changes are necessary to upgrade the lines as needed and to comply with the requirements of any insurance underwriters and governmental authorities having jurisdiction over the Premises.
- 6.05 *HAZARDOUS MATERIALS*: Tenant shall not utilize, store, dispose of, transport, or maintain any material or substance designated as hazardous, toxic, or dangerous under any federal, state, or local law, statute, ordinance, code, rule, or regulation, in, at, or about the Premises, unless such material or substance is used in the ordinary course of the operation of Tenant's business as permitted at the Premises by Landlord; and further provided, Tenant shall handle, store, and dispose of such material in strict compliance with all of the aforesaid environmental laws. In no event shall Tenant cause or permit any such substance or material to be poured or flushed down any drain. Tenant shall indemnify and hold Landlord absolutely harmless from and against any and all losses, damages, injuries, costs, expenses, fines, penalties, clean up costs, and claims of every kind whatsoever, including reasonable attorney's fees, incurred by or asserted against Landlord arising out of Tenant's violation of this provision.
- 6.06 *OBSTRUCTIONS*: Tenant shall not obstruct any public portion of the Building or any driveway, parking areas, or sidewalks on the Property. Tenant shall not store any material, equipment, or trash outside of the Premises

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(except in the dumpsters supplied by Landlord). No vehicles may be parked on the Property overnight unless Tenant receives prior written permission from Landlord.

- 6.07 *COMPLIANCE WITH LAWS:* Tenant shall, at its expense, comply with all federal, state, and local laws, ordinances, and regulations, and with any lawful direction of any public officer concerning the use or occupancy of the Premises. Tenant shall promptly notify Landlord if it receives notice of the violation of any law, ordinance, or regulation applicable to the Premises. Should the Premises need modified to comply with any law, such as the Americans with Disabilities Act, such modifications shall be done at Tenant's expense.

7. ALTERATIONS & MAINTENANCE

- 7.01 *TENANT'S INTERIOR ALTERATIONS:* Tenant shall make no alterations or decorations in or to the Premises without Landlord's prior written consent, which shall not be unreasonably withheld with respect to any non-structural alterations and decorations reasonably necessary to adapt the Premises for the permitted use as specified in this Lease. All work to the Premises (except Landlord's Work specifically identified in this Lease) shall be done at Tenant's expense, and at such times and in such manner as Landlord may designate, and shall be in full compliance with all applicable laws, rules, regulations, and requirements of all governmental authorities.
- 7.02 *TENANT'S EXTERIOR ALTERATIONS:* Tenant shall not construct or install anything within the public areas of the Building, nor shall Tenant place, construct, or install anything on the outside of the Building, including the roof, or on the Property, without Landlord's prior written consent, which may be withheld by Landlord in its sole discretion.
- 7.03 *OWNERSHIP OF TENANT'S ALTERATIONS:* Unless otherwise agreed in writing before any alterations are made by Tenant, all alterations, improvements, repairs, and replacements to the Premises or Building made by Tenant (including Tenant's Work), excepting only Tenant's personal property, shall, at the end of the Lease, belong to Landlord.
- 7.04 *CONDITIONS FOR APPROVAL AND WORK:* As a condition precedent to Landlord's consent to any interior or exterior decorations or installations, Landlord may require Tenant to deliver to Landlord the plans for the work to be performed prepared by a licensed architect. Prior to commencing approved work Landlord may require Tenant to (i) supply Landlord with the name and address of each contractor, (ii) secure all of the required governmental approvals and/or permits, together with builder's risk insurance in an amount not less than Tenant's construction contract, and (iii) deliver copies of the approvals and/or permit and insurance certificates to Landlord. Tenant shall obtain written waivers of mechanic's liens from all contractors, subcontractors, and materialmen furnishing any labor or materials in connection with the work.
- 7.05 *LIENS:* Tenant shall have no right to encumber or subject the Property or the Premises to any mechanic's liens, material liens, or other liens of any nature whatsoever, and any such liens which are filed are void against Landlord and the Property. Notwithstanding the foregoing, if any lien is filed, Tenant shall have such lien discharged within 10 days after the date of recording of the lien.
- 7.06 *TENANT'S MAINTENANCE:* Tenant shall take good care of the Premises, and the fixtures, equipment, and appurtenances therein. Tenant is responsible, at its expense, to maintain and repair the heating, ventilating, air conditioning equipment, hot water heater, and all plumbing facilities. With respect to plumbing facilities, Tenant is responsible, at its expense, for all clogs, backups, and stoppages. Tenant shall use the heating, ventilating, air conditioning equipment, and the hot water heater in accordance with the manufacturer's instructions and shall have the heating, ventilating, and air conditioning equipment serviced twice each year (once in the spring and once in the fall), at its expense. Tenant is responsible, at its expense, for the maintenance, repair, and replacement of all glass, doors, door frames, door hardware, windows, window frames, window hardware, flooring, ceilings, walls, and lighting within the Premises. All repairs, restorations, or replacements shall be of quality and class at least equal to the existing equipment and materials and done in a good and workmanlike manner.
- 7.07 *LANDLORD'S ALTERATIONS:* Landlord may at any time, without creating any actual or constructive eviction or incurring liability to Tenant, and without abatement of rent, change the arrangement or location of entrances, passageways, doors, doorways, corridors, stairs, and other public areas within the Building and change the arrangement or location of any sidewalks, drives, parking areas, or landscaping, and may alter the appearance of the exterior portions of the Building. Landlord may install, use, and maintain pipes, ducts, and conduits in

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and through the Premises for the benefit of the Premises and the Building and shall cause the same to be concealed, to the extent possible.

- 7.08 *LANDLORD'S MAINTENANCE:* Landlord shall, at its cost, maintain (i) the structural portions of the Building and the roof of the Building, (ii) the outside of the Building (excluding Tenant's signs) and the Property, including landscaping, lawn mowing, snowplowing, exterior lighting, parking areas, and driveways on the Property, and (iii) the areas designated within the Building for the common use of tenants, if any. Landlord shall pay for replacement of the heating, ventilating, and air conditioning equipment and the hot water heater as such equipment wears out from normal use. Landlord shall not be required to replace any such equipment if the failure of such equipment is due to Tenant abuse or failure to maintain the equipment as required in this Lease. Also, Landlord shall not be required to make any repairs occasioned by the intentional or negligent acts of Tenant, its agents, employees, contractors, and invitees, except to the extent that Landlord is reimbursed therefore under any policy of insurance permitting waiver of subrogation in advance of loss. Tenant shall promptly notify Landlord of the necessity of any repairs.

8. SIGNS & DIRECTORIES

- 8.01 *DEVELOPMENT SIGNAGE:* Tenant shall be entitled to place a sign on the sign posts or other areas designated by Landlord for signs for the Property. The design of all signs is subject to Landlord's approval. Landlord may disapprove any sign which does not comply with applicable law or is not consistent in size, style, color, lighting, and location with Landlord's sign standards. The cost of creating, installing, maintaining, operating, and removing Tenant's sign is Tenant's responsibility.
- 8.02 *IDENTIFICATION OF THE PREMISES:* If Landlord has provided a space on the Building adjacent to the Premises for the placement of a plaque identifying Tenant, then the only signage identifying Tenant shall be within the space. If no such space is provided, Tenant may place a sign identifying itself on the door to the Premises. The design of the sign is subject to Landlord's approval. Landlord may disapprove any sign which does not comply with applicable law or is not consistent in size, style, color, lighting, and location with Landlord's sign standards. The cost of creating, installing, maintaining, operating, and removing Tenant's sign is Tenant's responsibility. No signage of any sort is to be displayed in, on, or from any windows in the Building.

9. INSURANCE

- 9.01 *TENANT'S CASUALTY INSURANCE:* Tenant shall carry, at its expense, insurance against fire, vandalism, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement, insuring Tenant's merchandise, trade fixtures, furnishings, equipment, and all other items of personal property of Tenant located on or within the Premises, in an amount not less than 90% of the actual replacement cost thereof.
- 9.02 *TENANT'S LIABILITY INSURANCE:* Tenant shall carry, at its expense, a commercial general liability insurance policy with respect to the Premises and Tenant's operations in the Premises with combined single limit, broad form/extended coverage for bodily injury, death, and property damage with a deductible of not more than \$5000.00 and limits of not less than \$1,000,000.00 per occurrence; and business automobile liability insurance with a deductible of not more than \$5000.00 and limits of not less than \$1,000,000.00 per occurrence. Each policy shall name both Tenant and Landlord as insured parties. If Landlord deems it necessary to increase the amount of the insurance required hereunder, Tenant shall obtain and maintain insurance with the increased coverage amounts. Each policy shall be an "occurrence type policy" so as to cover any event that occurs during the term of the Lease, irrespective of when the claim is made. Each policy shall contain a clause that the insurer will not cancel or change the policy without first giving Landlord thirty days prior written notice. Tenant may furnish such insurance under any blanket policy carried by it or under a separate policy. All insurance policies shall be with a Best "A" rated insurance company and a copy of the paid up policy evidencing such insurance or a certificate or binder from the insurer certifying to the issuance of such policy shall be delivered to Landlord prior to the Commencement Date and upon renewals of such policy no less than 30 days prior to the expiration of such coverage.

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- 9.03 *LANDLORD'S BUILDING INSURANCE:* Landlord may, but is not obligated to, maintain such insurance policies on the Building as Landlord deems appropriate, at its cost. Tenant shall have no claim to or interest in such insurance policies or any proceeds of such insurance policies.
- 9.04 *LANDLORD'S LIABILITY INSURANCE:* Landlord may, but is not obligated to, maintain such liability insurance policies concerning the Property as Landlord deems appropriate, at its cost.
- 9.05 *WAIVER OF SUBROGATION:* Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by any perils insured even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, including any other tenants or occupants of the Building; provided, however, that this release shall be applicable only to the extent that such release shall be lawful at the time and in any event only with respect to loss or damage occurring during such times as the releasor's insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said insurance policies or prejudice the right of the releasor to recover thereunder.
10. *TENANT & EMPLOYEE PARKING*
- 10.01 *PARKING REGULATIONS:* Tenant, its employees, and its business invitees shall park their vehicles only in those areas specifically designated from time to time in the regulations adopted by Landlord. Tenant shall be responsible for its employees. Violations of the parking regulations shall be deemed a default of this Lease giving rise to Landlord's remedies for default.
- 10.02 *NON-LIABILITY:* Landlord is not responsible for any damage to, or any loss or theft of, any vehicle parked on the Property, nor any personal property located therein.
11. *PERSONAL INJURIES & PROPERTY DAMAGE*
- 11.01 *PERSONAL INJURIES:* Tenant shall be responsible for the injury or death of any persons or the loss or damage to any property occurring in or at the Premises.
- 11.02 *PROPERTY DAMAGE:* Tenant bears the entire risk for loss of or damage to any personal property located in the Premises from any cause whatsoever. Tenant bears the entire risk of loss of or damage to Tenant's business from any cause whatsoever. In no event shall Landlord have any liability to Tenant whatsoever for incidental or consequential losses or damages, including loss of business or profits. Tenant waives and agrees not to assert any such claims against Landlord.
- 11.03 *COVENANT TO HOLD HARMLESS:* Tenant shall indemnify and defend Landlord, and save it harmless from and against any and all claims, actions, damages, liabilities, and expenses, including reasonable attorney's fees and court costs, arising from or out of Tenant's use of the Premises.
12. *DAMAGE TO THE PREMISES OR BUILDING*
- 12.01 *PARTIAL DAMAGE TO THE PREMISES:* If the Premises are partially damaged without the fault or negligence of Tenant, its employees, agents, contractors, visitors, or invitees, the damage to the portions of the Premises which were part of Landlord's Work or for which Landlord has responsibility to maintain shall be repaired by Landlord, at Landlord's expense, and until the repairs are made, rent shall be abated in proportion to the part of the Premises which are unusable by Tenant. However, if such partial damage is caused by the acts or omissions of Tenant, its employees, agents, contractors, or visitors, or invitees, there shall be no abatement of rent.
- 12.02 *TOTAL DAMAGE:* If the Premises are totally or substantially damaged, or are rendered wholly or substantially untenantable, and Landlord decides not to restore or rebuild them, or if the Building is substantially damaged (regardless of whether the Premises have been damaged), and Landlord decides to rebuild or remodel it, Landlord may within 90 days after the damage terminate this Lease, and Tenant shall vacate the Premises, and surrender them to Landlord.
- 12.03 *LIMITATIONS:* Notwithstanding anything in this Lease to the contrary, in no event shall Landlord be required to make any repairs or replacements if the aggregate cost thereof exceeds the amount of the deductible plus insurance proceeds paid to Landlord as a result of such damage or loss. Also, if such damage occurs within 12 months of the end of any Lease term Landlord may elect to cancel this Lease rather than repairing the

COMMERCIAL LEASE

Premises by giving notice to Tenant within 60 days of the date of the damage. If any damage cannot reasonably be repaired within 90 days of the date of the damage or Landlord undertakes to repair any damage and has not substantially completed the repair within 90 days of the date of the damage, Tenant may terminate this Lease by notice to Landlord.

- 12.04 *NOTICE BY TENANT:* Tenant shall give immediate notice to Landlord in case of fire or other damage in the Premises, or to the Building.
- 12.05 *MORTGAGEE APPROVAL:* Notwithstanding anything in this Lease to the contrary, in the event any mortgagee of the Building or Property requires that a portion of any insurance proceeds be applied to such indebtedness and the remaining insurance proceeds are not sufficient to pay for the cost of the necessary repairs, then Landlord shall have the right to terminate this Lease by written notice to Tenant within 30 days after such requirement is made by such holder. In such event, the Lease shall end on the date of such damage if the Premises are untenable or otherwise on the date set forth in such notice.
- 12.06 *TENANT'S REPAIR OBLIGATIONS:* If Landlord repairs the Premises, Tenant shall repair, and replace Tenant's merchandise, trade fixtures, furniture, furnishings, leasehold improvements, equipment and personal property, and shall utilize Tenant's casualty insurance for that purpose. In no event shall Landlord be required to repair or replace Tenant's merchandise, trade fixtures, furniture, furnishings, leasehold improvements, equipment, or personal property.
- 12.07 *LIMITATION OF DAMAGES:* Except for the rent abatement referred to above, Landlord shall have no liability to Tenant whatsoever by reason of any damage to the Premises or the Building or the failure or delay in making any repair or replacement. In no event shall Landlord have any liability to Tenant for loss of, or damage to, Tenant's property, or for any consequential or incidental damages related to or arising out of the partial or total damage to the Building or Landlord's failure to complete repairs or replacements including loss of business, loss of profits, inconvenience, and annoyance. Tenant waives and agrees not to assert any such claims against Landlord.

13. ASSIGNMENTS, SUBLETTING, & MORTGAGING

- 13.01 *BY TENANT:* Tenant shall not, by operation of law or otherwise, assign, mortgage, encumber, lease, or sublet the Premises or permit the Premises or any part thereof to be used by others without Landlord's prior written consent.
- 13.02 *BY LANDLORD:* Landlord reserves the right to sell, assign, or transfer the Building, the Property, and this Lease, subject to the terms of this Lease provided that such assignee, except an assignee or transferee for security only, agrees to perform all the terms, covenants, and conditions under the Lease. Upon any such sale, assignment, or transfer, other than merely as security, Tenant agrees to look solely to the assignee or transferee with respect to all matters in connection with this Lease, and Landlord shall be released from any further obligations hereunder.

14. CONDEMNATION

- 14.01 *CONDEMNATION OF THE PREMISES:* If any legally constituted authority condemns the Premises or so much thereof as shall make the Premises in a practical sense reasonably and materially unsuitable for Tenant's use as permitted herein, this Lease shall terminate when the public authority takes possession. All amounts awarded for the taking under the power of eminent domain shall belong to Landlord, including awards for diminution in value of leasehold and the Property. Notwithstanding the foregoing, Tenant may make a separate claim for the value of its property and for moving and relocation expenses, provided such claim does not reduce or adversely affect the amount of Landlord's award.
- 14.02 *CONDEMNATION OF THE BUILDING:* The taking of any portion of the Building or the Property upon which the Building is located which does not involve the taking of any portion of the Premises, shall not affect this Lease unless such taking shall in a practical sense make the Premises reasonably and materially unsuitable for Tenant's use as permitted herein. All amounts awarded for the taking under the power of eminent domain shall belong to Landlord, including awards for diminution in value of leasehold and the Property. Notwithstanding the foregoing, Tenant may make a separate claim for the value of its property and for moving and relocation expenses, provided such claim does not reduce or adversely affect the amount of Landlord's award.

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15. DEFAULT & REMEDIES

- 15.01 *EVENTS OF DEFAULT:* The occurrence of any one of the following shall constitute a default of this Lease: (a) the failure of Tenant to make payment of rent or any other monetary obligation required to be paid by Tenant under the terms of this Lease for a period of more than five calendar days after the same is due and payable under the terms of this Lease; (b) the failure to maintain any insurance coverage required to be maintained by Tenant under the terms of this Lease; or (c) the failure by Tenant to timely observe and perform all other provisions of this Lease to be performed and observed by Tenant for more than 30 days after written notice of such default is delivered to Tenant.
- 15.02 *PERFORMING TENANT'S OBLIGATIONS:* If Tenant defaults in the observance or performance of any provision of this Lease (other than the payment of rent), Landlord may, without waiving the default, remedy the default for Tenant's account and at Tenant's expense. Tenant shall pay Landlord on demand the amounts expended. Tenant's failure to pay said amounts shall be deemed to be "non-payment of rent" and a default of this Lease.
- 15.03 *REMEDIES:* In the event of the occurrence of any default by Tenant, Landlord shall have all the rights and remedies available to a Landlord under the laws of the State of Ohio, including, but not limited to the following. (A) Immediately re-enter into possession of the Premises and to terminate this Lease by giving Tenant written notice of such termination, and to recover from Tenant any unpaid rent, other monetary obligations and damages for which Tenant is responsible under the terms of this Lease accrued to the time that Landlord obtains possession of the Premises free from any claim by Tenant or any person claiming under or through Tenant (all of which shall be immediately due and payable as of the date of the notice of termination), together with such other costs and expenses incurred by Landlord as the result of Tenant's default, including reasonable attorney's fees and the costs associated with reletting the Premises including the costs of repairing alterations and otherwise preparing the Premises for reletting. (B) Immediately re-enter into possession of the Premises without termination of this Lease. In such event, all accrued rent and other monetary obligations for which Tenant is responsible under the terms of this Lease and damages resulting from Tenant's default, and expenses incurred by Landlord, including reasonable attorney's fees, and the costs associated with reletting the Premises including the costs of repairing and otherwise preparing the Premises for reletting, and all rent and other monetary obligations accruing under the Lease to the end of the applicable Lease term shall be immediately due and payable in full. Tenant shall immediately pay Landlord, on demand, the entire amount due as calculated above. Upon obtaining possession of the Premises free from any claim by Tenant or any person claiming under or through Tenant, Landlord shall make a reasonable effort to relet the Premises upon such terms and conditions as Landlord deems appropriate. If Tenant pays Landlord the amounts due as calculated above, and Landlord thereafter relets the Premises before the end of the existing Lease term, Landlord shall refund the difference between the total amount paid to Landlord by Tenant as calculated above and the total rent and other monetary obligations to be obtained by Landlord as a result of reletting the Premises to the end of the existing Lease term; provided however, in the event Landlord relets the Premises for more than the amount due from and paid by Tenant as calculated above, Landlord shall not be required to pay such excess to Tenant. If Landlord relets the Premises before Tenant pays Landlord the amounts due as calculated above, then Tenant shall immediately pay Landlord, on demand, the difference between the total amount due to Landlord by Tenant as calculated above and the total rent and other monetary obligations obtained by Landlord as a result of reletting the Premises to the end of the existing Lease term; provided however, in no event shall Tenant be entitled to any excess in the event the amount to be paid to Landlord from the reletting is greater than the amount due from Tenant.
- 15.04 *LANDLORD'S EXERCISE OF REMEDIES:* The right of Landlord to re-enter into possession of the Premises on Tenant's default may be accomplished by Landlord with or without judicial process. Landlord has a key to the Premises and may enter into possession of the Premises through the use of its key, change the locks, and exclude Tenant from possession. Landlord may hire a locksmith in order to gain access to the Premises in place of using its key. Landlord shall not be liable nor responsible to Lessee for re-entering into possession and specifically shall not be guilty of trespass or conversion by reason thereof; nor shall Landlord be liable or responsible to Tenant for any loss or damage to Tenant or its business occasioned by Landlord's re-entry into the possession of the Premises. Tenant expressly waives any and all such claims, actions, and/or causes of action it may have against Landlord as a result thereof.

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- 15.05 *LANDLORD'S REMEDIES CUMULATIVE:* Landlord's rights and remedies set forth herein are in addition to any other rights and remedies available to Landlord at law or in equity. All Landlord's rights and remedies are cumulative and may be exercised concurrently or consecutively and as often as the occasion therefore arises.
- 15.06 *WAIVER OF JURY TRIAL:* Landlord and Tenant each waive the right to a jury trial in any action between them related to or arising out of this Lease, the Premises, or Tenant's use or occupancy of the Premises, the Building, or the Property.
16. *SURRENDER OF THE PREMISES*
- 16.01 *SURRENDER OF THE PREMISES:* On the expiration of the term of this Lease or the earlier termination of this Lease, Tenant will quit and surrender the Premises in the same condition as when Tenant took possession of the Premises, subject only to ordinary wear and tear.
- 16.02 *REMOVAL OF PROPERTY:* Tenant shall remove all of its personal property from the Premises. Should the removal of Tenant's property cause any damage to the Premises or the Building, Tenant shall reimburse Landlord for the cost to repair such damage on demand. Any property not removed by Tenant shall be deemed abandoned and may be disposed of by Landlord as Landlord, in its sole discretion, may determine; provided that Tenant shall be liable to Landlord for all costs and expenses, including reasonable attorney's fees, incurred by Landlord with respect to the removal and disposal of such property. Tenant shall reimburse Landlord for all such costs and expenses on demand.
17. *MISCELLANEOUS*
- 17.01 *RULES AND REGULATIONS:* Tenant, its employees, agents, contractors, visitors, and invitees shall observe faithfully and comply strictly with the rules and regulations adopted from time to time by Landlord with respect to the Building, Premises, and Property.
- 17.02 *ENTRY TO THE PREMISES:* Landlord and its agents and contractors may enter the Premises for the purposes of making repairs and alterations. Landlord may enter the Premises for the purposes of inspecting them and exhibiting them to prospective purchasers, lessees, mortgagees, or assignees. Except in the cases of emergency, Landlord shall provide Tenant with not less than 24-hour prior notice. The 24-hour notice requirement for entry purposes described in this paragraph can, but is not required to be, in writing; and notice given via email, phone, or verbally in person to Tenant or their agents is satisfactory. Tenant may require Landlord or its agents to be accompanied while in the Premises by Tenant, if Tenant furnishes a person promptly after Landlord gives notice to Tenant that it is exercising its right of entry. The making of any repairs or alterations by Landlord within the Premises shall not constitute an eviction or partial eviction of Tenant, rent shall not abate, and Landlord shall incur no liability to Tenant, specifically including no liability for consequential or incidental damages, loss of business, or loss of profit. However, Landlord shall make such repairs as expeditiously as reasonably possible and in such a manner as far as reasonably possible to minimize interference with Tenant's use of the Premises.
- 17.03 *WAIVER:* No failure by Landlord to insist on the strict performance of any term or condition of this Lease or to exercise any right or remedy available on a default hereof and no acceptance of full or partial payments during the continuance of any default shall constitute a waiver of any such default or of any such term or condition. No term or condition of this Lease and no breach thereof may be waived, altered, or modified except by the express written consent of Landlord.
- 17.04 *NOTICES:* Any notice, demand, or other communication under this Lease or by law shall be in writing and shall be deemed complete when delivered personally or by certified mail, return receipt requested, postage prepaid, to the address set forth at the beginning of this Lease or at such other address as Tenant or Landlord may designate in writing by notice to the other as provided herein. Notices by certified mail shall be deemed complete two business days after mailing. Landlord's delivery of Notice to any person at the Premises shall be conclusively presumed to be valid for all purposes under this Lease or applicable law.
- 17.05 *ENTIRE AGREEMENT:* This Lease contains the entire agreement between Landlord and Tenant with respect to all matters addressed herein.
- 17.06 *APPLICABLE LAW:* This Lease is made and entered into in Ohio and shall be construed in accordance with the laws of the State of Ohio.

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- 17.07 *HEADINGS*: Headings in this Lease are for convenience and reference only and shall not be used to interpret or construe its provisions.
- 17.08 *SEVERABILITY*: In the event any provision of this Lease is determined in an appropriate judicial or administrative proceeding to be unenforceable, illegal, or invalid; such invalidity, unenforceability, or illegality shall not affect the remaining terms and conditions of this Lease, all of which shall remain in full force and effect. In addition, the provision determined to be illegal, invalid, or unenforceable shall not be totally avoided if at all possible, but shall be deemed to be modified and amended so as to make such provision valid, enforceable, and legal in a manner that preserves to the greatest extent possible, the legal, economic, and practical effect of such provision as originally written.
- 17.09 *JOINT AND SEVERAL LIABILITY*: All persons or parties whose signatures appear below under the designation of Tenant are jointly and severally bound by the terms of this Lease. No omission or delay on Landlord's part in exercising any right or remedy for a default of this Lease and no omission or delay in taking any action against the persons whose signatures appear below, or any of them, shall operate to release or modify the obligations of any party.
- 17.10 *SUBORDINATION OF LEASE*: This Lease is subject and subordinate to any mortgage now or hereafter existing against the Property. Notwithstanding the foregoing, so long as no default exists which would entitle Landlord to terminate this Lease, Tenant's use, possession, and enjoyment of the Premises shall not be interfered with provided that Tenant shall attorn to such person with the same force and effect as if such person or the original Landlord under this Lease, except that any person acquiring the interest of Landlord and its successors and assigns, shall not be (i) liable for any act or omission of any prior Landlord or (ii) subject to any offsets or defenses which Tenant might have against any prior Landlord.
- 17.11 *ESTOPPEL CERTIFICATES*: Within ten days after request thereof by Landlord, Tenant shall execute and deliver to Landlord a written statement in recordable form, without any charge to Landlord, certifying: (i) that this Lease is in full force and effect, (ii) the Commencement Date of this Lease, (iii) that rent is paid currently without any offset or defense thereto, (iv) the amount of rent, if any, paid in advance, and (v) that there are no uncured defaults by Landlord or, if any, stating with specificity the facts constituting any default of Landlord claimed by Tenant. If Tenant shall fail to deliver any such properly executed document to Landlord within the time provided above, in addition to all other remedies available to Landlord and without waiving such other remedies, Tenant shall pay to Landlord the sum of \$100.00 per day from the date such document was required by this Lease to be delivered to Landlord until the date such properly executed document is delivered to Landlord.
- 17.12 *ACCORD AND SATISFACTION*: No payment by Tenant or receipt by Landlord of a lesser amount than the amount due under this Lease (for rent or otherwise) shall be deemed to be other than on account and shall be applied in accordance with this Lease. No special or restrictive endorsement or statement on any check or any letter accompanying any check or payment shall 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 amount due and pursue any other remedy.
- 17.13 *NO OPTION ON SPACE*: The submission of this Lease for examination does not constitute a reservation of, or option to lease the Premises. This Lease becomes effective only upon execution and delivery thereof by both Landlord and Tenant.
- 17.14 *RECORDING*: Tenant shall not record this Lease without the prior written consent of Landlord in its sole discretion.
- 17.15 *DELAYS*: In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, terrorism, insurrections, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this paragraph shall not operate to excuse Tenant from making any payment required under this Lease or from Tenant's obligation to maintain insurance.
- 17.16 *ENTITY WARRANTY OF AUTHORITY*: If Tenant is a corporation, limited liability company, partnership, or other business entity, then such entity, and the person signing this Lease on behalf of such entity, jointly and

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severally warrants and represents to Landlord that (i) such entity is duly authorized to conduct business in the State of Ohio, (ii) all action necessary to authorize said entity to enter into this Lease and to perform its obligations hereunder have been duly taken, (iii) such entity has full power and authority to enter into this Lease and to perform its obligations hereunder, and (iv) such person is duly authorized to sign this Lease on behalf of Tenant and when signed this Lease shall be a valid and binding obligation of Tenant.

- 17.17 *LIMITATION OF LIABILITY OF LANDLORD:* If Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of the sale received upon execution of such judgment levied against the interest of Landlord in the Property and out of the rent and other income from the Property receivable by Landlord subject to the rights of any Mortgagee of the Property. Landlord shall not have any liability whatsoever for any deficiency.
- 17.18 *ATTORNEY'S FEES:* If Landlord or Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, the party against whom a judgment or order is rendered in such proceeding shall pay all attorney's fees, court costs, and disbursements incurred in said proceeding by the prevailing party, including the costs of any appeal, and such costs, expenses, and fees shall be made a part of, and incorporated into, the judgment or award rendered in favor of the prevailing party.
- 17.19 *OTHER:* N/A.

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18. SIGNATURES

18.01 *TENANT SIGNATURE:*

TENANT NAME

18.02 *NOTARY FOR TENANT SIGNATURE:*

State of **OHIO**

County of **PORTAGE**

The foregoing instrument was acknowledged before me on **01/01/2001** by **TENANT NAME**.

(SEAL)

Notary Public

18.03 *LANDLORD SIGNATURE:*

EPLING ESTATES
BY JONATHAN M. EPLING
ITS SOLE PROPRIETOR

18.04 *NOTARY FOR LANDLORD SIGNATURE:*

State of **OHIO**

County of **PORTAGE**

The foregoing instrument was acknowledged before me on **01/01/2001** by **EPLING ESTATES, BY JONATHAN M. EPLING, ITS SOLE PROPRIETOR**.

(SEAL)

Notary Public

COMMERCIAL LEASE

19. GUARANTY

19.01 *GUARANTY*: In consideration for Landlord entering into this Lease and to induce Landlord to enter into this Lease with Tenant, the undersigned, jointly and severally ("Guarantors"), hereby unconditionally guarantee to Landlord the prompt performance of all obligations and liabilities of Tenant arising out of or under this Lease, whether now existing or hereafter arising, as well as the prompt and full payment to Landlord when due, by acceleration or otherwise, of all monetary obligations of Tenant to Landlord, whether now due or hereafter becoming due and whether now existing or hereafter arising, under the terms of this Lease. This is a continuing Guarantee and shall remain in full force and in effect so long as any performance is due or any liability, debt, or other obligation is owed to Landlord by Tenant, and during such time this Guarantee may not be cancelled, revoked, terminated, or modified in any respect whatsoever by Guarantors. Guarantors waive notice of acceptance of this Guarantee by Landlord and waive any and all notices and demands concerning any default under the terms of this Lease. Guarantors consent, without affecting Guarantors' liability under the terms of this Guarantee, that Landlord may, without notice to or the consent of Guarantors, extend in whole or in part, by renewal or otherwise, the time of any payment due to Landlord under the terms of this Lease; waive, release, surrender, exchange, modify, impair, or discharge the performance of any obligation due to Landlord under this Lease; settle, compromise, release, impair, or discharge any claim Landlord may have against any person, firm, or corporation with respect to this Lease or any guaranty of the Lease; and omit or delay the exercise of any right or remedy against, or the taking of any action to collect from, Tenant, Guarantors, or any other person, or any of them. Landlord may, at its option, proceed in the first instance against Guarantors, or any of them, to enforce this Guarantee without first proceeding against Tenant or any other person and without first taking any action of any sort whatsoever prior to pursuing its remedies against Guarantors or any of them. This Guarantee shall be construed in accordance with the laws of the State of Ohio and shall be binding upon Guarantors and their successor and assigns and shall inure to the benefit of Landlord and its successors and assigns. Guarantors hereby authorize any attorney at law to appear for them in any action on any and all indebtedness or obligations guaranteed hereby at any time after such indebtedness or obligations become due, whether by acceleration or otherwise, in any court of record in or of the State of Ohio or elsewhere, to waive the issuing and service of process against, and to confess judgment against Guarantors, in favor of Landlord for the amount that may be due, including interest, late charges, collection costs, attorney's fees, and the like and costs of suit, and to waive and release all errors in said proceedings and judgments and the right of appeal from the judgments rendered. No such judgment or judgments against less than all Guarantors shall be a bar to a subsequent judgment or judgments against any one or more Guarantors against whom judgment has not been obtained; this being a joint and several warrant of attorney to confess judgment.

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19.02 *COGNOVITS PROVISION:* **WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF THE COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.**

19.03 *GUARANTOR SIGNATURE:*

GUARANTOR NAME

GUARANTOR ADDRESS

19.04 *NOTARY FOR GUARANTOR SIGNATURE:*

State of **OHIO**

County of **PORTAGE**

The foregoing instrument was acknowledged before me on **01/01/2001** by **GUARANTOR NAME**.

Notary Public

(SEAL)